

**EXCERPTS OF THE MINUTES OF A MEETING
OF THE CITY COUNCIL OF
THE CITY OF BAY MINETTE, ALABAMA,
HELD ON DECEMBER 16, 2024**

The City Council of the City of Bay Minette, Alabama met in regular public session at the City Hall in the Bay Minette, Alabama, at 6:00 o'clock, p.m., on the 16th day December, 2024.

Upon roll call, the following were found to be present:

| | PRESENT | ABSENT |
|---------------------------------|---------|--------|
| Robert A. Wills, Mayor | x | |
| Pete Sellers, Councilmember | x | |
| Mike Phillips, Councilmember | x | |
| Matt Franklin, Councilmember | x | |
| William Taylor, Councilmember | | x |
| Shannon Clemmons, Councilmember | x | |

Mayor Robert A. Wills acted as Chairman of the meeting and Rita Diedrich, City Clerk, acted as Clerk of the meeting. The Chairman declared that a quorum was present and that the meeting was open for the transaction of business.

* * *

The Chairman stated that a request had been made that the Council re-adopt Ordinance No. 1053, which was initially adopted at the Council's regular meeting on December 2, 2024. Thereupon, the following ordinance, in the same form as initially adopted on December 2, 2024, was introduced in writing:

Section 9. Advance of Proceeds. The Mayor is hereby authorized to sign such requisition or other document as shall be necessary in order to obtain advances of proceeds of the Warrant as provided in the Financing Agreement, in such amounts as shall be necessary to (a) pay costs of the Improvements, (b) reimburse the City for funds drawn from its general funds after the date hereof to pay costs of the Improvements and (c) pay costs of issuance of the Warrant.

Section 10. Financial Information. So long as the Warrant remains outstanding the City shall provide to the registered holder thereof (a) promptly after approval thereof by the City Council, a copy of the audited annual financial statements of the City, and (b) upon request of the registered holder of the Warrant, such additional financial and operating data as shall reasonably be requested.

Section 11. Contractual Provisions. The provisions of this Ordinance shall constitute a contract between the City and the Holder of the Warrant. Upon payment in full of the principal of and interest on the Warrant, the obligations of the City hereunder shall cease.

Section 12. Severability. The various provisions of this Ordinance are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

Section 13. Effective Date. This Ordinance shall become effective immediately upon its adoption or otherwise as shall be required by State law.

Councilmember Franklin moved that unanimous consent be given for immediate consideration of and action on the ordinance, which motion was seconded by Councilmember Clemmons and upon the motion being put to vote, the following vote was recorded:

| | AYES | NAYS | ABSTAIN |
|---------------------------------|-------------|-------------|----------------|
| Robert A. Wills, Mayor | x | | |
| Pete Sellers, Councilmember | x | | |
| Mike Phillips, Councilmember | x | | |
| Matt Franklin, Councilmember | x | | |
| Shannon Clemmons, Councilmember | x | | |


The Chairman thereupon declared that the motion for unanimous consent for immediate consideration of and action on the ordinance had been unanimously carried. Councilmember Sellers thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Franklin and, upon the motion being put to vote, the following vote was recorded:

| | AYES | NAYS | ABSTAIN |
|---------------------------------|------|------|---------|
| Robert A. Wills, Mayor | x | | |
| Pete Sellers, Councilmember | x | | |
| Mike Phillips, Councilmember | | | x |
| Matt Franklin, Councilmember | x | | |
| Shannon Clemmons, Councilmember | x | | |

The Chairman then announced that the motion for adoption of the ordinance had been carried.

* * *

There being no further business to come before the meeting the same was, on motion duly made and adopted, adjourned.



 Robert A. Wills, Mayor

ATTEST:


 Rita Diedrich, City Clerk



ORDINANCE NO. 1053

AN ORDINANCE AUTHORIZING THE ISSUANCE OF
A \$2,500,000 CITY OF BAY MINETTE, ALABAMA
TAXABLE GENERAL OBLIGATION
ECONOMIC DEVELOPMENT WARRANT, 2024-B
AND THE LENDING OF THE PROCEEDS THEREOF TO
THE COOPERATIVE DISTRICT OF
BAY MINETTE – NORTH HOYLE PROJECT

BE IT ORDAINED by the City Council (the “Council”) of the City of Bay Minette, Alabama (the “City”), as follows:

Section 1. Findings. Having made due and proper investigation of the matters hereinafter referred to, the Council has ascertained and does hereby find and declare follows:

- (a) The Council has heretofore authorized the incorporation of The Cooperative District of Bay Minette – North Hoyle Project (the “District”), a capital improvement cooperative district the members of which are the City, The City of Bay Minette Redevelopment Authority, and North Baldwin Utilities;
- (b) The District intends to acquire, renovate, improve, and equip certain real property including a building located in the downtown area of the City on North Hoyle Avenue (the “Project”), and to lease the Project or a portion thereof to one or more tenants including Sucarnoochee Investments LLC (the “Tenant”) for the operation of a “Big Mike’s Steakhouse” restaurant;
- (c) In order to induce the District to undertake the Project, and accordingly to induce the Tenant to locate its restaurant in the City, the District has requested that the City make a loan to the District for the purpose of providing the funds necessary to complete the Project (the “District Loan”);
- (d) Pursuant to Section 11-99B-12 of the Code of Alabama 1975, the City is authorized to, among other things, lend or donate money to, guarantee all or any part of the indebtedness or operating expense of, or perform services for the benefit of the District;
- (e) Pursuant to Section 94.01 of the Constitution of Alabama of 2022, as amended (the “Economic Development Amendment”), the City is authorized to grant public funds and things of value in aid of or to any individual, firm, corporation or business entity, public or private, for the purpose of promoting the economic and industrial development of the City and to become indebted and issue bonds, warrants, notes or other obligations to a principal amount not exceeding 50% of the assessed value of taxable property in the City;
- (f) The public benefits to be realized through the development of the Project are expected to include (i) increased tax revenues to the City, (ii) increased economic, business and employment opportunities for City residents, and (iii) increased overall quality of life for City residents;

- (g) In consideration of the above-described benefits, it is hereby determined and resolved by the Council that the expenditure of public funds and the lending of the City's credit in aid of the Project will serve a valid and sufficient public purpose notwithstanding any incidental benefit accruing to the Tenant or any other private entity or entities;
- (h) Pursuant to the Economic Development Amendment and Section 11-47-2 of the Code of Alabama 1975, as amended (the "Warrant Authorizing Law"), the City is authorized to issue its warrants, in order to provide funds necessary to make the District Loan;
- (i) In order to provide the funds necessary for the City to make the District Loan, it is necessary that the City borrow up to \$2,500,000;
- (j) Based upon the proposals received by the City in response to a Request for Proposals, the proposal from The First Bank (the "Lender") is hereby ascertained to be the most beneficial proposal to the City, and it is necessary, advisable and in the interest of the public that the City borrow the necessary funds from the Lender and to issue the Warrant hereinafter authorized as evidence of its obligation to the Lender;
- (k) In order to provide for certain terms and conditions with respect to the loan evidenced by the Warrant, it is necessary, advisable and in the interest of the public that the City enter into a Financing Agreement with the Lender (the "Financing Agreement"); and
- (l) Immediately after the issuance of the Warrant, the total indebtedness of the City issued under authority of the Economic Development Amendment will not be more than 50% of the assessed valuation of taxable property within the boundaries of the City for the last fiscal year (ended September 30, 2024).

Section 2. Authorization of Warrant. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly the Economic Development Amendment and the Warrant Authorizing Law, and for the purpose of providing the funds necessary to make the District Loan, to pay the costs of issuance of the Warrant, and for no other purpose, there is hereby authorized to be issued by the City its \$2,500,000 Taxable General Obligation Economic Development Warrant, 2024-B (the "Warrant"). The Warrant shall be dated the date of its delivery and shall contain and be subject to the terms and conditions set forth in the form of Warrant attached hereto as Exhibit A and made a part hereof.

Section 3. Source of Payment; Security. The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the City for payment of the principal of and the interest on which the full faith and credit of the City are hereby irrevocably pledged. The City further agrees that, so long as the Warrant remains outstanding and any portion thereof remains unpaid, and to the full extent of the City's power to do so under the constitution and laws of the State of Alabama, the City will continue to collect and enforce taxes to the extent necessary to pay the principal of and interest on the Warrant.

Section 4. Creation of Warrant Fund. There is hereby created a special trust fund of the City, the full name of which shall be "City of Bay Minette, Alabama Warrant Fund, 2024-B." The

Lender shall be and remain the Depository for the Warrant Fund. The monies in the Warrant Fund shall be used to pay the principal of and interest on the Warrant as the same shall become due and payable. There shall be paid into the Warrant Fund, on or before the last business day preceding any date on which a payment of principal of or interest on the Warrant is due, an amount which, when added to the amount then on deposit therein, will equal the principal of (if any) and interest on the Warrant coming due on such payment date.

All monies on deposit in the Warrant Fund shall be used for payment of the principal of and interest coming due on the Warrant.

The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. The Depository for the Warrant Fund shall at all times keep the monies on deposit with it in the Warrant Fund continuously secured for the benefit of the City and the Holder of the Warrant.

Section 5. Sale, Execution and Delivery of the Warrant. The Warrant is hereby sold and awarded to the Lender at and for a purchase price equal to \$2,500,000, the par amount of the Warrant, or such lesser amount as shall be advanced pursuant to the Warrant and the hereinafter-referenced Financing Agreement. The Warrant shall be executed in the name of the City by the manual signature of the Mayor inscribed thereon and shall have impressed thereon the seal of the City, attested by the City Clerk. The said officers are hereby authorized and directed to cause the Warrant to be executed and delivered to the Lender, as purchaser thereof, upon payment of the purchase price therefor.

Section 6. Authorization of Financing Agreement. The execution and delivery by the City of the Financing Agreement is hereby authorized. The Financing Agreement shall be in substantially the form presented at the meeting at which this Ordinance is adopted, a copy of which is attached hereto as Exhibit B.

Section 7. Authorization of District Loan. The City shall loan the proceeds of the Warrant to the District, and the District Loan shall be evidenced by a limited obligation revenue bond of the District payable solely out of and secured by a pledge of all revenues derived from the operation or leasing of the Project, including the proceeds of all fees or charges imposed by the District with respect to the Project (the "District Bond"). The District Bond shall be dated the date of the Warrant and shall contain and be subject to the terms and conditions set forth in the form of District Bond attached hereto as Exhibit C and made a part hereof. The Mayor, City Administrator/Finance Director, and Clerk of the City are hereby authorized and directed to execute and deliver such documents and to take such actions as shall be necessary and appropriate in connection with the City's purchase and receipt of the District Bond.

Section 8. Further Authorization. The Mayor, City Administrator/Finance Director, and Clerk of the City are hereby authorized and directed to execute and deliver such additional documents and closing certificates as shall be necessary and appropriate in connection with the issuance and delivery of the Warrant.

Section 9. Advance of Proceeds. The Mayor is hereby authorized to sign such requisition or other document as shall be necessary in order to obtain advances of proceeds of the Warrant as provided in the Financing Agreement, in such amounts as shall be necessary to (a) pay costs of the Improvements, (b) reimburse the City for funds drawn from its general funds after the date hereof to pay costs of the Improvements and (c) pay costs of issuance of the Warrant.

Section 10. Financial Information. So long as the Warrant remains outstanding the City shall provide to the registered holder thereof (a) promptly after approval thereof by the City Council, a copy of the audited annual financial statements of the City, and (b) upon request of the registered holder of the Warrant, such additional financial and operating data as shall reasonably be requested.

Section 11. Contractual Provisions. The provisions of this Ordinance shall constitute a contract between the City and the Holder of the Warrant. Upon payment in full of the principal of and interest on the Warrant, the obligations of the City hereunder shall cease.

Section 12. Severability. The various provisions of this Ordinance are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

Section 13. Effective Date. This Ordinance shall become effective immediately upon its adoption or otherwise as shall be required by State law.

Councilmember Franklin moved that unanimous consent be given for immediate consideration of and action on the ordinance, which motion was seconded by Councilmember Clemmons and upon the motion being put to vote, the following vote was recorded:

| | AYES | NAYS | ABSTAIN |
|---------------------------------|------|------|---------|
| Robert A. Wills, Mayor | x | | |
| Pete Sellers, Councilmember | x | | |
| Mike Phillips, Councilmember | | | x |
| Matt Franklin, Councilmember | x | | |
| Shannon Clemmons, Councilmember | x | | |


The Chairman thereupon declared that the motion for unanimous consent for immediate consideration of and action on the ordinance had been unanimously carried. Councilmember Sellers thereupon moved that the ordinance be finally adopted, which motion was seconded by Councilmember Franklin and, upon the motion being put to vote, the following vote was recorded:

| | AYES | NAYS | ABSTAIN |
|---------------------------------|------|------|---------|
| Robert A. Wills, Mayor | x | | |
| Pete Sellers, Councilmember | x | | |
| Mike Phillips, Councilmember | | | x |
| Matt Franklin, Councilmember | x | | |
| Shannon Clemmons, Councilmember | x | | |


The Chairman then announced that the motion for adoption of the ordinance had been carried.

* * *

There being no further business to come before the meeting the same was, on motion duly made and adopted, adjourned.



 Robert A. Wills, Mayor

ATTEST:


 Rita Diedtrich, City Clerk



EXHIBIT A

FORM OF WARRANT

UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF BAY MINETTE, ALABAMA
TAXABLE GENERAL OBLIGATION ECONOMIC
DEVELOPMENT WARRANT, 2024-B

The CITY OF BAY MINETTE, ALABAMA, a municipal corporation under the laws of the State of Alabama (the "City"), for value received, hereby acknowledges that it is indebted in the principal sum of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) or such lesser amount as shall be advanced to the City hereunder, and hereby directs its Clerk to pay (but solely out of the Warrant Fund referred to below) such principal sum to The First Bank (the "Lender"), or registered assigns, and to pay (but solely out of the Warrant Fund) interest on such principal sums drawn hereunder from the date of such draws until such principal sum shall become due and payable at the rate of 6.27% per annum, calculated on the basis of actual days elapsed and a 360-day year. The proceeds hereof shall be advanced to the City as requested in accordance with a Financing Agreement, as hereinafter described. The principal of and interest on this Warrant shall be payable as follows: (a) interest only shall be payable on the 15th day of each month, commencing January 15, 2025 and continuing through June 15, 2025; and (b) principal and interest shall be payable in 53 equal monthly installments on the 15th day of each month, commencing July 15, 2025 and continuing through and including November 15, 2029, based on a 240-month amortization of the total amount advanced to the City hereunder and outstanding as of June 15, 2025, and a final payment on December 15, 2029 in the amount equal to the entire principal and interest then remaining unpaid in accordance with the amortization schedule to be provided by the Lender pursuant to the Financing Agreement.

The principal and interest so payable, and punctually paid or duly provided for on any payment date will be paid to the person in whose name this Warrant is registered at the close of business on the last business day prior to such payment date.

Payment of principal of or interest on this Warrant due on each payment date shall be made by check or draft mailed by the City to the person entitled thereto at its address appearing in the Warrant Register maintained with respect to the Warrant; provided, however, that the holder hereof and the City may agree that such payments shall be made by ACH or other means of electronic funds transfer or debit drawn on the Warrant Fund. Such payments of principal and interest shall be credited on the date received by the holder hereof but shall be deemed timely made if so mailed on the payment date or, if such payment date is not a date on which banks are open for business, on the next such day next following such payment date. Payment of the final installment of principal of and interest on this Warrant shall be made only upon surrender of this Warrant to the City. All such payments shall be made in such coin or currency of the United States of America as at the time of payment as legal tender for the payment of public and private debts.

This Warrant is issued under authority of an ordinance duly adopted by the City Council of the City on December 16, 2024 (the "Warrant Ordinance"), and pursuant to Section 11-47-2 of Code of Alabama 1975 and Section 94.01 of the Constitution of Alabama of 2022. The indebtedness evidenced and ordered paid by this Warrant is a general obligation of the City, for the payment of the principal of and interest on which the full faith and credit of the City have been irrevocably pledged. The City hereby covenants and agrees that so long as this Warrant is outstanding it will levy and collect such taxes as are permitted under the Constitution and laws of the State of Alabama to the extent necessary to pay the principal hereof and interest hereon.

This Warrant is subject to prepayment by the City in whole or in part on any date and from time to time, without penalty or premium and without prior notice.

This Warrant is nonnegotiable and is transferable only by a transfer duly executed by the person in whose name this Warrant is registered on the registry books of the Clerk of the City. Each Holder hereof, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that this Warrant may be transferred only in accordance with the provisions hereof. Without limiting the generality of the foregoing, each Holder hereof takes this Warrant subject to any prepayments and to the terms of that certain Financing Agreement, dated the date hereof, between the City and the Lender.

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 in the Warrant Ordinance; 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 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 incurred by the City, 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.

IN WITNESS WHEREOF, the City has caused this Warrant to be executed in its behalf by its Mayor and by the City Clerk and has caused the seal of the City to be impressed hereon, and has caused this Warrant to be dated _____, 2024.

CITY OF BAY MINETTE, ALABAMA

(SEAL)

By: _____
Mayor

Attest:

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, City of Bay Minette, Alabama

FORM OF ASSIGNMENT

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

Dated this ____ day of _____, _____.

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

Signature Guarantee:

(Bank, Trust Company or Fund)

By: _____
(Authorized Officer)

EXHIBIT B
FORM OF FINANCING AGREEMENT
(Attached)

FINANCING AGREEMENT

Between

CITY OF BAY MINETTE, ALABAMA

and

THE FIRST BANK

FINANCING AGREEMENT

THIS FINANCING AGREEMENT dated _____, 2024, entered into by the CITY OF BAY MINETTE, ALABAMA, a municipal corporation under the laws of the State of Alabama (the “City”), and The First Bank (the “Lender”).

Recitals

Simultaneously with the execution and delivery of this Agreement, the City has issued its \$2,500,000 Taxable General Obligation Economic Development Warrant, 2024-B (the “Warrant”). The proceeds of the Warrant will be loaned by the City to The Cooperative District of Bay Minette – North Hoyle Project (the “District”), for the District’s use in the acquisition, renovation, improvement, and equipping of certain real property including a building in the downtown area of the City on North Hoyle Avenue (the “Project”). Pursuant to this Agreement, the Lender has agreed to make a loan to the City in the amount of up to \$2,500,000 (the “Loan”), to provide the financing described above. The City’s obligation to repay the Loan will be evidence by the Warrant.

The terms of the Warrant are described in the City’s ordinance adopted by the City Council of the City on December 16, 2024, authorizing the issuance of the Warrant (the “Ordinance”) and in the form of Warrant attached as Exhibit A to the Ordinance.

In order to provide for periodic advances of the principal amount of the Warrant and for the other purposes set forth herein, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

Section 1. Agreement to Make the Loan

Upon the terms and conditions in the Ordinance, the Lender hereby agrees to lend to the City, and the City hereby agrees to borrow from the Lender, up to \$2,500,000. The City’s obligation to repay the Loan shall be evidenced by the Warrant in the principal amount of \$2,500,000, or such lesser amount as shall be advanced pursuant to this Agreement. The Warrant shall bear interest at the rate per annum and shall be payable on the dates indicated in the form of the Warrant. Principal of the Warrant shall be payable as described in the form of the Warrant.

The Loan and the Warrant are and shall be a general obligation of the City payable from the sources described in the Ordinance and the Warrant.

Section 2. Representations and Warranties of the City

The City hereby represents and warrants to the Lender as follows:

(a) The City is a municipal corporation duly organized and existing under the general laws of the State of Alabama, with full power to accept the Loan, to enter into this Financing Agreement and to issue the Warrant.

(b) The City has duly adopted the Ordinance and has thereby authorized the acceptance of the Loan, the execution and delivery of this Financing Agreement and the issuance of the Warrant. This Financing Agreement constitutes, and when issued and delivered the Warrant will constitute, the legal, valid and binding obligations of the City enforceable against it in accordance with the terms of each such instrument, except as enforcement thereof may be limited by (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights and (ii) general principles of equity, including the exercise of judicial discretion in appropriate cases.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City to (i) restrain or enjoin the issuance of the Warrant or the execution and delivery by the City of this Financing Agreement, or (ii) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial position of the City.

(d) The financial statements provided to the Lender by the City are complete and correct and fairly represent the financial condition of the City. There have been no material adverse changes in the business, properties or financial condition of the City, whether or not arising in the ordinary course of business, since September 30, 2023; the City has not defaulted in the payment of the principal of or the interest on any of its outstanding indebtedness; and, since September 30, 2023, except in the ordinary course of business, the City has not incurred any material liabilities or obligations, direct or contingent, or entered into any transactions material to the City, in any case which would have a material adverse effect upon the financial condition of the City.

(e) The City's Fiscal Year commences on October 1 and ends on September 30.

Section 3. Covenants of the City

(a) During the term of the Warrant, the Lender shall be provided with such financial information regarding the City as Lender may reasonably request, including but not limited to annual audited financial statements promptly after approval thereof by the City Council.

(b) The City shall permit Lender and any of its authorized representatives, and shall cause such persons and entities to be permitted to visit, examine, inspect and make extracts from books and records of the City and shall discuss with Lender or its representatives the affairs, finances and accounts of the City at such reasonable times and as often as may be reasonably requested.

Section 4. Closing; Advances of Loan Amount

(a) Subject to the conditions described below, not later than 2:00 p.m. (Bay Minette, Alabama time) on the Closing Date, the City will deliver the Warrant to the Lender in definitive form, duly executed and authenticated, together with the other documents required by this Section 4; and the Lender will accept such delivery and thereafter will fund the Loan in multiple advances in the total amount of \$2,500,000, for the account of the City, in accordance with the terms and conditions hereinafter set forth. Amounts shall be advanced under the Warrant upon receipt by the Lender of a Certificate, in substantially the form attached hereto as Exhibit A, at the office of the Lender shown on such Certificate, delivered by U.S. Mail, by hand or by electronic delivery. Each

such Certificate shall be signed by the Mayor or other duly authorized officer of the City. All amounts advanced pursuant to this Agreement shall be deposited in immediately available funds in the City's account maintained by it with the Lender. Not later than July 1, 2025, the Lender shall calculate the amortization for the payment of the principal of and interest on the Warrant with equal payments (or as near equal as is feasible) due on each payment date prescribed in the Warrant, and a final payment on December 15, 2029 of the entire principal and interest then remaining unpaid, and shall notify the City of such amortization.

(b) The Lender's obligation to fund the Loan and to accept and pay for the Warrant shall be subject to receipt of the following documents on or prior to the Closing Date:

(1) Ordinance. A certified copy of the Ordinance, together with a certificate of the City Clerk of the City to the effect that the Ordinance is in full force and effect and has not been modified or amended since the date of its adoption.

(2) Warrant. The properly executed, authenticated and delivered Warrant.

(3) Opinion of Bond Counsel. An opinion of bond counsel and counsel to the Lender (Hand Arendall Harrison Sale LLC, Mobile, Alabama), addressed to the Lender and dated as of the Closing Date.

(4) Opinion of City Attorney. An opinion of the City Attorney of the City (Stone Crosby, P.C.), in form and substance satisfactory to the Lender, addressed to the Lender and dated the Closing Date.

(5) Financing Agreement. A duly executed and delivered counterpart of this Financing Agreement.

Section 5. Miscellaneous

(a) Severability. In the event that any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(b) Governing Law. This Financing Agreement and the rights and obligations of the City and the Lender shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed and delivered by its duly authorized officers.

CITY OF BAY MINETTE, ALABAMA

(SEAL)

By _____
Its Mayor

ATTEST:

City Clerk

[Signatures continued on next page]

IN WITNESS WHEREOF, the Lender has caused this Agreement to be executed and delivered by its duly authorized officers.

THE FIRST BANK

By: _____

Name: _____

Title: _____

**Exhibit A
to Financing Agreement**

Advance Certificate

The First Bank
Attention: Mike Norden
1207 N. McKenzie Street
Foley, AL 36535

Address for electronic delivery: mnorden@thefirstbank.com

In accordance with Section 4 of the Financing Agreement dated _____, 2024, by and between the CITY OF BAY MINETTE, ALABAMA, (the "City"), and The First Bank (the "Lender"), the undersigned hereby requests from the Lender an advance in the amount of \$ _____ be made on this the ___ day of _____, ____.

The City hereby certifies that such amounts shall be advanced under the City's Taxable General Obligation Economic Development Warrant, 2024-B and the aforesaid Financing Agreement.

CITY OF BAY MINETTE, ALABAMA

By: _____
Its Mayor

EXHIBIT C
FORM OF DISTRICT BOND
(Attached)

UNITED STATES OF AMERICA
STATE OF ALABAMA

THE COOPERATIVE DISTRICT OF BAY MINETTE – NORTH HOYLE PROJECT
LIMITED OBLIGATION REVENUE BOND
2024

For value received, THE COOPERATIVE DISTRICT OF BAY MINETTE – NORTH HOYLE PROJECT, a public corporation under the laws of the State of Alabama (herein called the “District”), will pay to the CITY OF BAY MINETTE, ALABAMA, an Alabama municipal corporation (herein called the “City”), or registered assigns, solely out of the revenues hereinafter referred to, the principal sum equal to all principal and interest payable by the City under the City’s \$2,500,000 Taxable General Obligation Economic Development Warrant, dated the date hereof (the “City Warrant”). This Bond is issued in evidence of a loan from the City to the District, to be funded with the proceeds of the City Warrant. The principal amount hereof shall be payable to the City at such times and in such amounts as shall enable the City to pay the principal of and interest on the City Warrant in full when due. This bond shall bear no interest (other than the interest on the City Warrant, the amount of which is principal of this Bond).

This Bond is issued pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975 (the “Enabling Law”) and a resolution adopted by the Board of Directors of the District on December 2, 2024 (the “Authorizing Resolution”).

The proceeds of this Bond shall be used by the District to acquire, renovate, improve, and equip certain real property including a building located in the downtown area of the City on North Hoyle Avenue, which the District intends to lease to one or more commercial enterprises (the “Project”). The principal of and the interest on this Bond is payable solely out of the revenues derived from the operation or leasing of the Project, including the proceeds of all fees or charges imposed by the District with respect to the Project. The District has imposed a fee for the use of the Project at the rate of two percent (2%) of the gross proceeds of tangible personal property or lodging and accommodations sold, leased, licensed, delivered, or rented, and all places of amusement or entertainment conducted or operated, by any person or entity within the Project Area as defined in the Authorizing Resolution (the “Project User Fee”). Pursuant to the Authorizing Resolution, the District has pledged to the payment of the principal of and interest on this Bond so much as shall be necessary of the Project User Fee and all other revenues derived from the operation or leasing of the Project. The District has covenanted to continue to impose the Project User Fee for so long as the City Warrant is outstanding.

The principal and interest so payable, and punctually paid or duly provided for, on any payment date will, as provided in the Authorizing Resolution, be paid to the person in whose name this Bond is registered at the close of business on the last business day prior to such payment date.

Payment of principal of or interest on this Bond due on each payment date shall be made by check or draft mailed by the District to the person entitled thereto at its address appearing in the Bond Register maintained with respect to this Bond, or by direct payment in such manner as shall be satisfactory to the District. Such payments of principal and interest shall be deemed timely made if

so mailed on the payment date; provided, that if such payment date shall be a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the City of Bay Minette are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the City of Bay Minette are authorized by law or executive order to close, and payment on such date shall have the same force and effect as if made on the original date on which payment was due. The registered holder hereof shall surrender this Bond to the District upon payment of the final installment of principal of and interest on this Bond. All such payments shall be made in such coin or currency of the United States of America as at the time of payment as legal tender for the payment of public and private debts.

This Bond is nonnegotiable and is transferable only by a transfer duly executed by the person in whose name this Bond is registered on the registry books of the Secretary of the District. Each holder hereof, by receiving or accepting this Bond, shall consent and agree and shall be estopped to deny that this Bond may be transferred only in accordance with the provisions of the Authorizing Resolution.

The District is a public corporation organized under the provisions of the Enabling Law, and this Bond is authorized to be issued for purposes for which bonds are authorized to be issued under the provisions of the Enabling Law. This Bond is not to be construed as an indebtedness or pledge of the credit of the City of Bay Minette, Alabama, Baldwin County, Alabama, North Baldwin Utilities, The Redevelopment Authority of Bay Minette, the State of Alabama or any other municipality or political subdivision other than the District. The general faith and credit of the District is not pledged to payment of this Bond and this Bond shall not be a general obligation of the District.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this bond is lawfully due without condition, abatement or offset of any description; that this bond has been registered in the manner provided by law; and that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed and happen precedent to or in the issuance of this bond exist, have been performed and have happened in due and legal form.

IN WITNESS WHEREOF, the District has caused this Bond to be executed in its name and behalf with the manual signature of the Chairman of its Board of Directors, has caused this Bond to be attested by its Secretary, and has caused this Bond to be dated _____, 2024.

**THE COOPERATIVE DISTRICT OF BAY
MINETTE – NORTH HOYLE PROJECT**

By _____
Chairman of the Board of Directors

Attest:

Secretary

Registration Certificate

This Bond was registered in the name of the above-registered owner on the date hereinafter set forth.

By _____
Secretary, The Cooperative District of Bay Minette
– North Hoyle Project

DATE OF REGISTRATION: _____, 2024

Assignment

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

DATED this ____ day of _____, ____.

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

Signature guaranteed:

(Bank, Trust Company or Firm)*

By _____
(Authorized Officer)

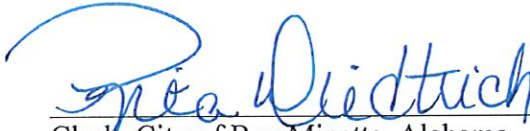
Its Medallion Number _____

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)

CLERK'S CERTIFICATE

I, Rita Diedrich, Clerk of the City of Bay Minette, Alabama (the "City") DO HEREBY CERTIFY that the foregoing pages of typewritten Excerpts of Minutes pertaining to the \$2,500,000 in principal amount City of Bay Minette, Alabama Taxable General Obligation Economic Development Warrant, 2024-B constitute a true and correct copy of proceedings related to the City's Ordinance adopted on December 16, 2024, by the City Council in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said minutes appears on record in the Minute Book of the City which is in my custody and control.

Given under my hand and the seal of the City of Bay Minette, Alabama this 30th day of December, 2024.


Clerk, City of Bay Minette, Alabama



ORDINANCE NUMBER 1054
City of Bay Minette, Alabama

Section 1: Recitals.

WHEREAS, the City of Bay Minette, Alabama (“City”) is a municipal corporation existing under the laws of the State of Alabama;

WHEREAS, the City is a Class 7 municipality as provided for in *Alabama Code* §§ 11-40-12 and 11-40-13;

WHEREAS, pursuant to *Alabama Code* § 11-43-63, the legislative functions of the City are exercised by a council composed of a mayor and five (5) members;

WHEREAS, the council members are elected from five (5) single member voting districts;

WHEREAS, under the provisions of *Alabama Code* § 11-44A-6, municipal corporations are required to reapportion the council districts based upon the federal census population;

WHEREAS, based upon the 2020 Federal Decennial Census the City must now apportion such districts according to the 2020 Federal Decennial Census;

WHEREAS, the present system of a five member council has proven effective and has operated to serve the best interests of the City of Bay Minette, Alabama;

WHEREAS, the City desires to preserve the existing five member districting system in such a way that promotes the best interests of the City of Bay Minette while complying with the requirements of law;

WHEREAS, the City has considered said apportionment plan and the boundaries outlined therein taking into account the compactness and contiguity of each district, natural geographic boundaries, uniting communities of interest in single districts, and maintaining the integrity of as many of the presently existing districts as possible and preserving incumbents, and has determined that the districts comply with the principle of equal presentation under the Act, comply with the equal protection requirements of the U.S. Constitution, and comply with the provisions of the Voting Rights Act of 1965;

WHEREAS, the City has widely publicized the redistricting process and has sought public input and participation;

WHEREAS, the City has conducted several open meetings; has held two community meetings; has conducted a public hearing to receive input and public comments; and has given notice by publication and posting that it would consider the adoption of said districts at this meeting; and

WHEREAS, the City finds that the five (5) single member election districts shown by the map attached hereto are apportioned according to the last Federal Decennial Census for Bay Minette, Alabama utilizing the principle of equal representation.

Section 2: Enactment. This shall be an Ordinance of the City of Bay Minette, Alabama amending Ordinance Number 827, adopted by the Bay Minette City Council on January 21, 1992, as modified by Resolution 1111-01 on December 5, 2011.

Section 3: Purpose. The purpose of this Ordinance is to make the minimum adjustments to the adopted and approved single-member Council district boundaries that are necessary to maintain roughly equal populations within each district based on the 2020 US Census of Population.

Section 4: Authority. The Ordinance set forth herein is adopted pursuant to authority granted by Alabama Code § 11-44A-6.

Section 5: Establishment of Districts. The City of Bay Minette, Alabama is hereby divided into Single-Member Council Districts as listed and described in the district descriptions attached hereto and as illustrated on the Official Single-Member Council District Map, both of which are hereby adopted and made a part of this Ordinance.

Section 6: Eligible Candidates and Electors. Candidates for election to a place on the City Council shall reside within the boundaries of the district for which they seek election, and shall continue to reside within the district they represent so long as they remain a member of the Council. Furthermore, such candidates for election to a place on the City Council shall have resided within the district from which they seek election for a period ninety (90) days immediately preceding the date of election. Only electors residing within a district shall be entitled to vote for candidates seeking election for said district.

Section 7: Amendment. The City of Bay Minette shall assess the population in the single-member Council districts following each decennial U.S. Census and shall make the minimum adjustments to the district boundaries that are necessary to maintain roughly equal populations within each district that are within the limits of deviation allowed by law as such may presently exist or be hereafter amended.

Section 8: Adoption. This Ordinance was approved and adopted by the City Council of Bay Minette, Alabama on the 6th day of January, 2025.

ADOPTED this 6th day of January, 2025.

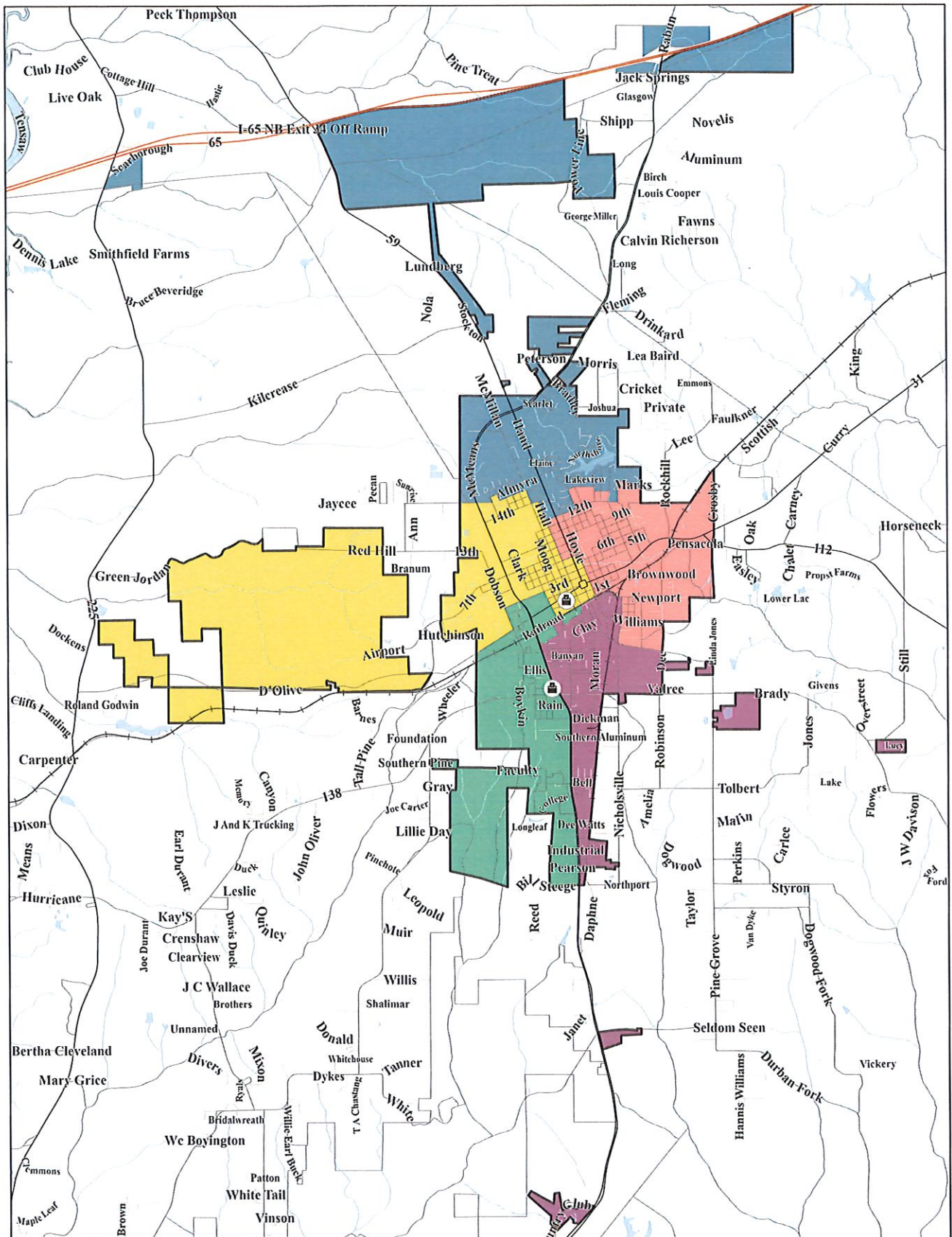
Robert A. Wills, Mayor
City of Bay Minette, Alabama

Attest:

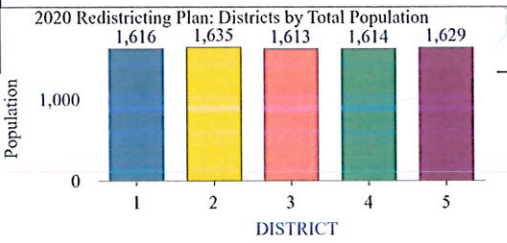
Rita Diedtrich, City Clerk

| Council District | 2020 Census Tract | 2020 Census Blocks |
|------------------|-------------------|--|
| 1 | 102 | 1053 1064 1069 1070 1074 1075 1080 1082 1083 1084 1088 1094 |
| 1 | 103 | 3061 3063 3064 3066 |
| 1 | 105 | 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2014 2015 2016 2017 2019 2024 2027 3005 3013 3014 3015 3016 3017 3018 3019 3020 3021 3023 3024 3025 3026 3027 3028 3029 3030 3031 3032 3033 3037 |
| 2 | 103 | 3057 3065 3068 3069 3072 3078 3079 3080 3081 3083 3084 3089 |
| 2 | 105 | 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1058 1059 1060 1072 2013 2018 2020 2021 2022 2023 2025 2026 2028 2029 2030 2031 2034 2035 2036 2037 2038 2042 2043 2044 2045 2046 2047 |
| 3 | 102 | 1103 1104 2025 |
| 3 | 104 | 3003 3004 3005 3009 3010 |
| 3 | 105 | 1000 1001 2032 2033 2039 2040 2041 3009 3022 3034 3035 3036 3038 3039 3040 3041 3042 3043 3044 3045 3046 4001 4002 4003 4004 4005 4006 4007 4008 4009 4010 4011 4012 4013 4014 4015 4016 4017 4018 4019 4020 4021 4022 4023 4024 4026 4027 4028 4029 4030 4031 4032 4033 4035 4036 4037 4038 4039 4040 4041 4042 4043 4044 4045 4046 4047 4048 4049 4050 4051 4052 4053 4054 4055 4056 4057 |
| 3 | 106 | 2000 |
| 4 | 103 | 5000 5001 5002 5003 5004 5005 5006 5007 5008 5009 5011 5012 5014 5015 5021 5022 5023 5024 5025 5027 |
| 4 | 105 | 1016 1017 1018 1055 1061 1062 1063 1064 1065 1066 1067 1068 1069 |
| 4 | 106 | 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1017 1018 2016 2024 2025 3014 3015 3016 3035 3036 |
| 5 | 103 | 5042 5043 |
| 5 | 104 | 3008 3012 3023 3055 |
| 5 | 105 | 1056 1057 4025 4034 |

| | | |
|---|-----|--|
| 5 | 106 | 1011 1012 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2017 2018 2019 2020 2021 2022 2023 2026 2027 2028 2029 3000 3002 3004 3005 3006 3007 3008 3009 3012 3013 3017 3018 3019 3020 3021 3022 3024 3025 3026 3027 3028 3037 3038 3039 3040 |
|---|-----|--|



City of Bay Minette, Alabama
2020 Redistricting Plan | City Council Districts
 October 2024



NEW DISTRICT BOUNDARIES

1 2 3 4 5

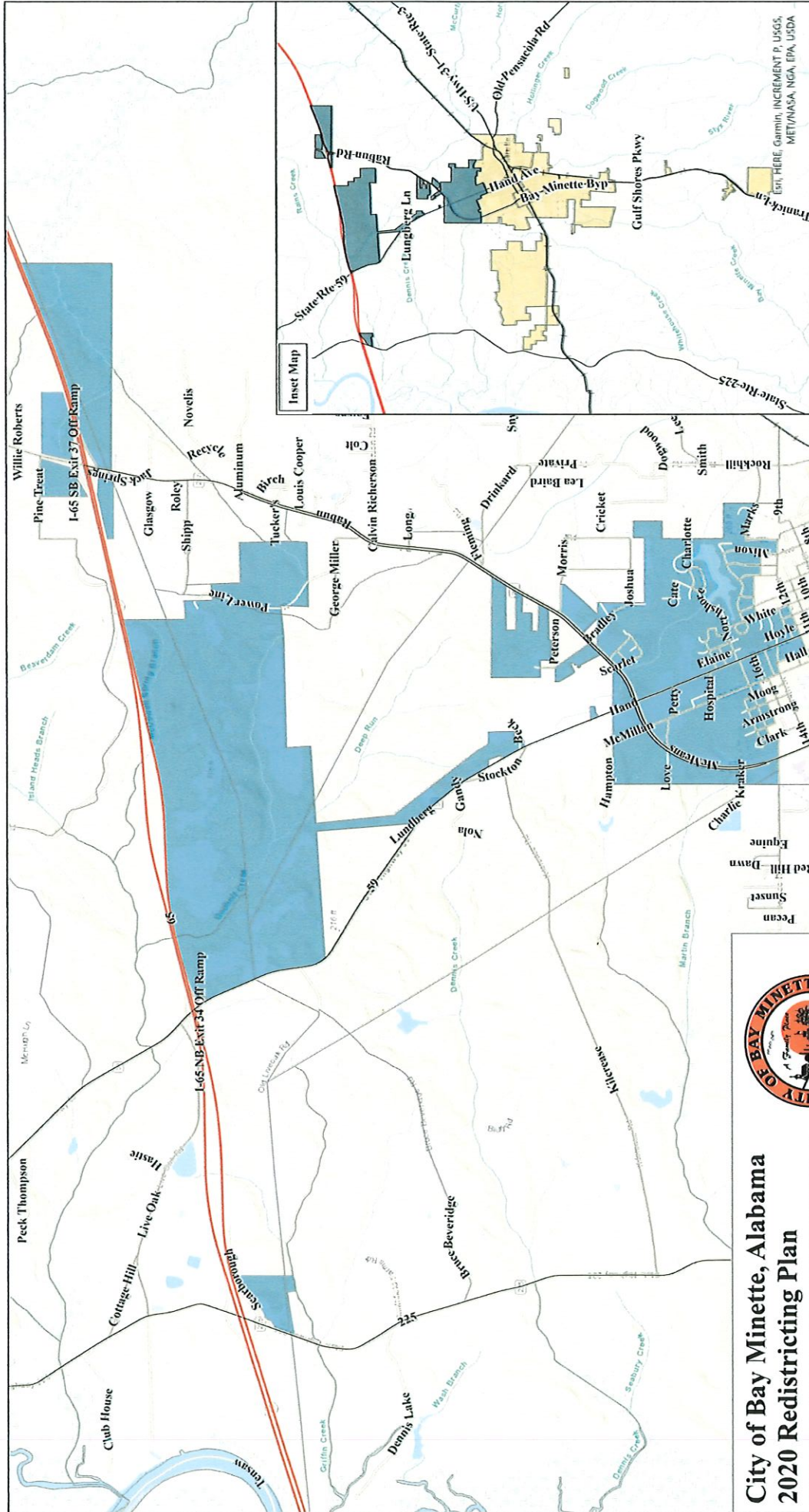
🗳️ Polling Place

General Layers

- By Minette Corporate Limits (2020)
- 2020 Census Blocks
- Area Water
- Interstate
- Major Roads
- Railway
- Local Roads
- Linear Water

0 0.25 0.5 0.75 1 Miles





City of Bay Minette, Alabama 2020 Redistricting Plan

District 1
October 2024

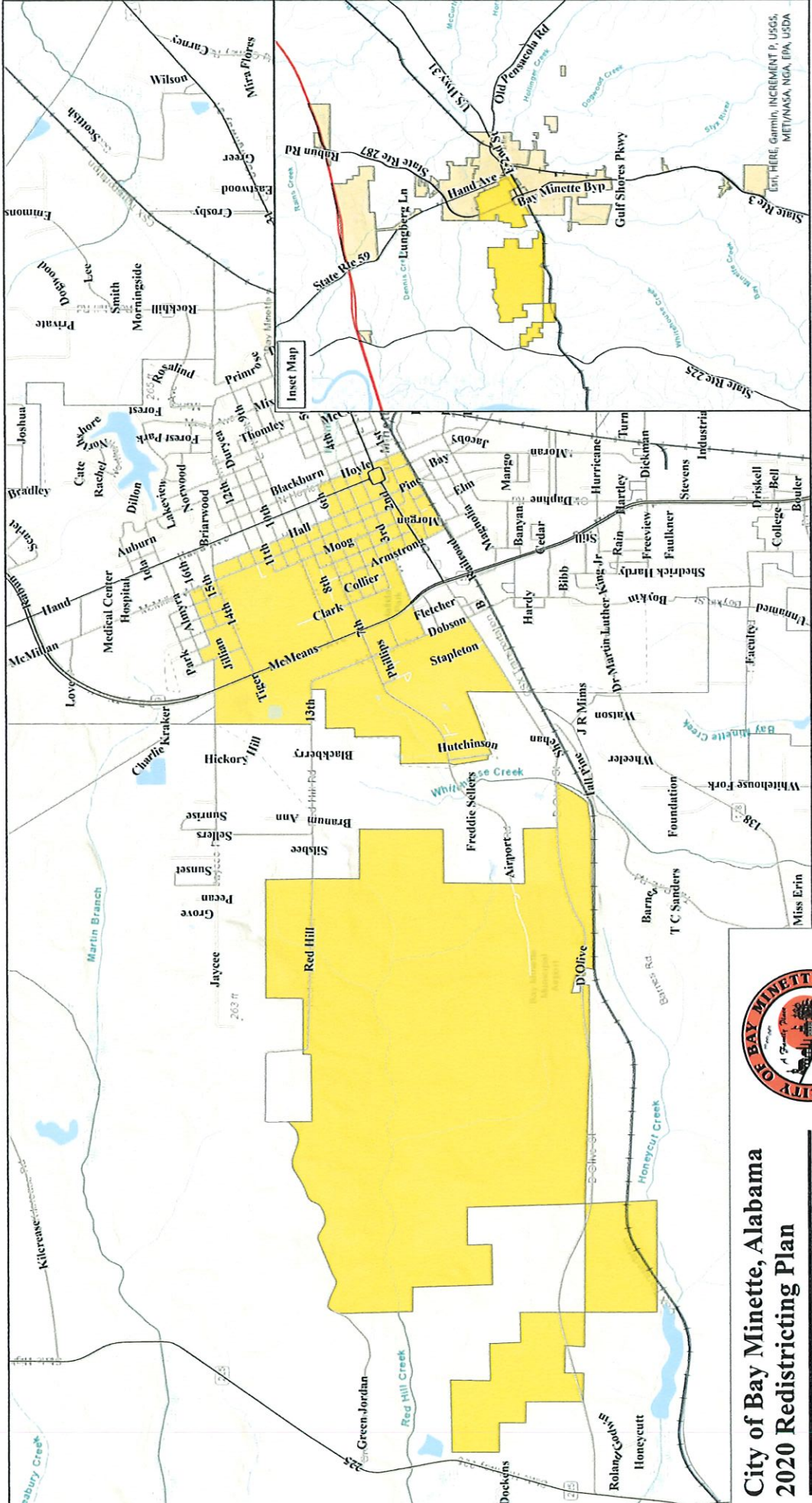


NEW DISTRICT
BOUNDARY

1

- General Layers**
- 2020 Census Blocks
 - Acre Water
 - Interstate
 - Major Roads
 - Railway
 - Local Roads
 - Linear Water





General Layers

- 2020 Census Blocks
- Acre Water
- Interstate
- Major Roads
- Railway
- Local Roads
- Linear Water

NEW DISTRICT BOUNDARY

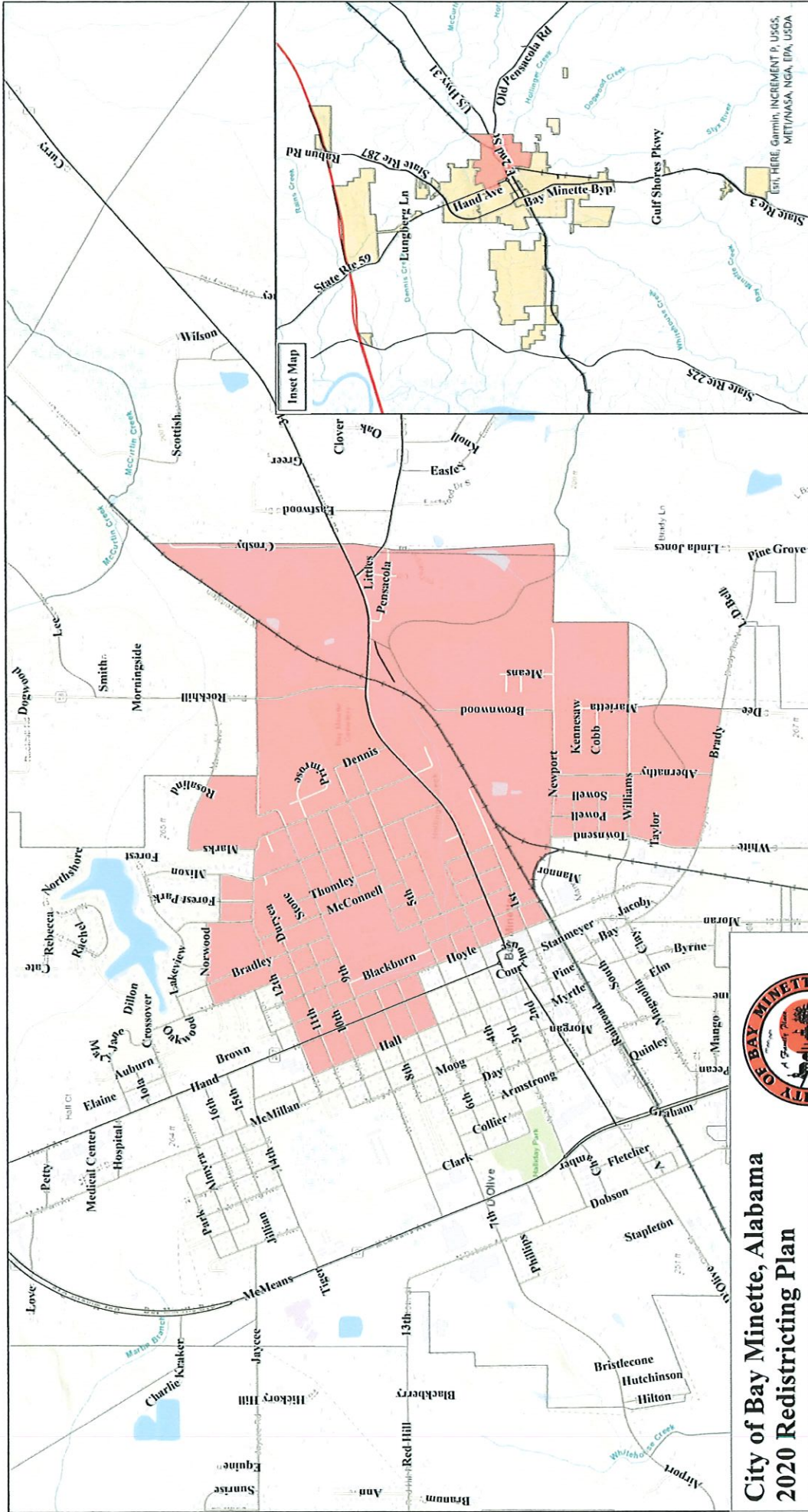
2



City of Bay Minette, Alabama
2020 Redistricting Plan

District 2
October 2024





General Layers

- 2020 Census Blocks
- Aren Water
- Interstate
- Major Roads
- Railway
- Local Roads
- Linear Water

NEW DISTRICT BOUNDARY

3



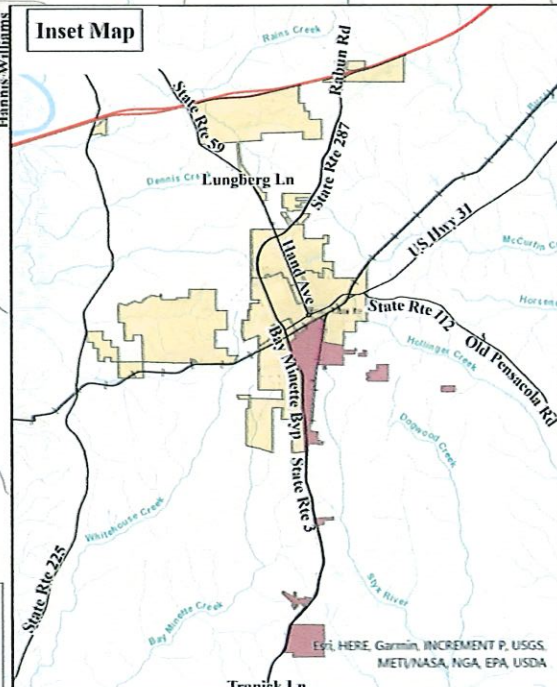
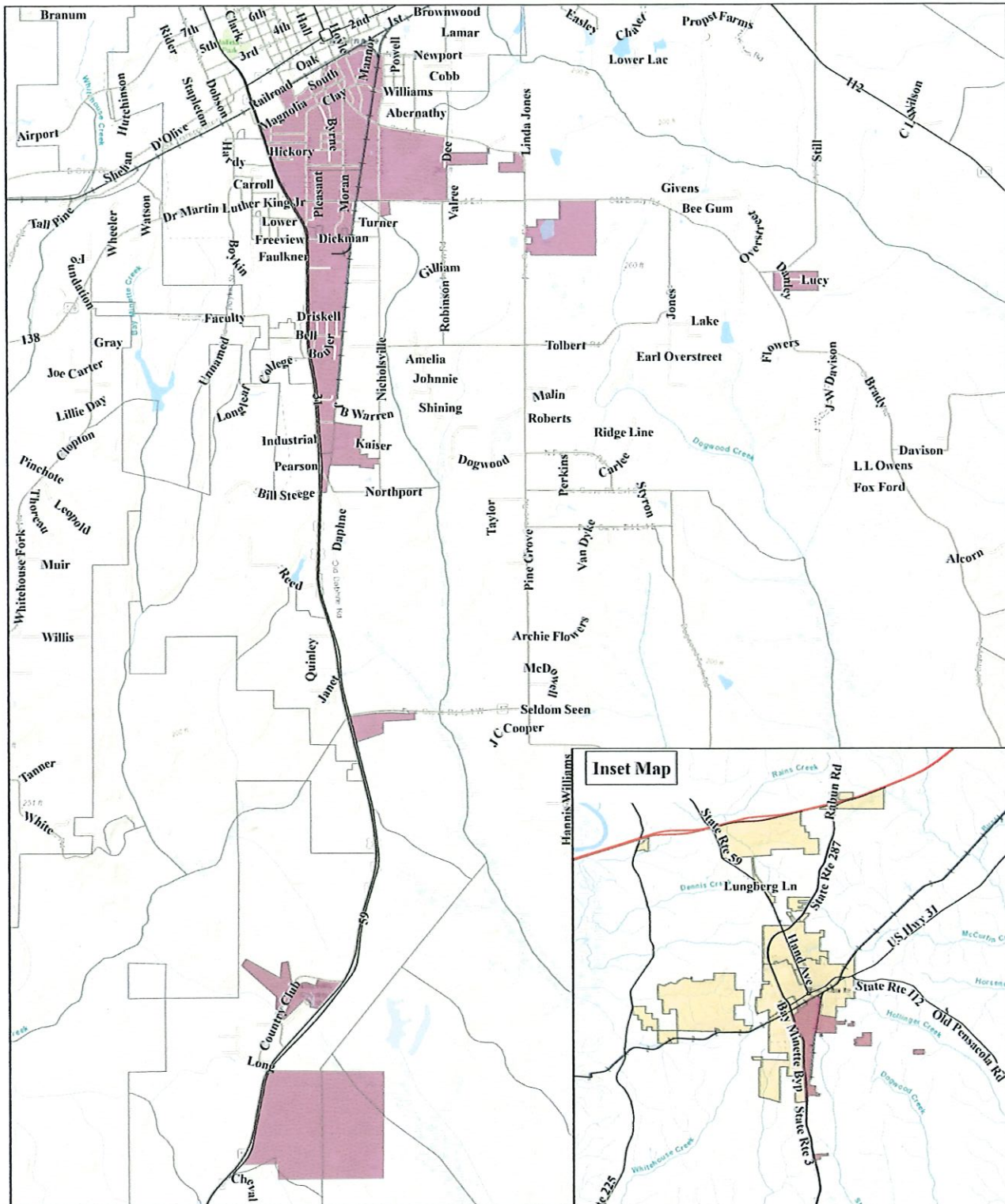
City of Bay Minette, Alabama
2020 Redistricting Plan

District 3
October 2024



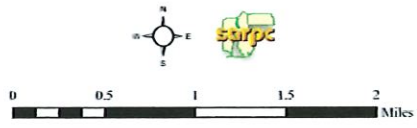
LET, HERE, GAMIN, INCREMENT P, USGS, MET/ANSA, NGA, EPA, USDA

Inset Map



**City of Bay Minette, Alabama
2020 Redistricting Plan**

**District 5
October 2024**



NEW DISTRICT BOUNDARY



General Layers

- 2020 Census Blocks
- Area Water
- Interstate
- Major Roads
- Railway
- Local Roads
- Linear Water

RESOLUTION 1224-03

**Intergovernmental Service Agreement Between the Baldwin County Commission
and the City of Bay Minette for Use of the Baldwin County Voting Machines
and Services of the Baldwin County Voting Machines Custodian Employees for the
City of Bay Minette Municipal Election**

BE IT RESOLVED, by the City of Bay Minette as follows:

That the City enter into an Intergovernmental Service Agreement for the Use of the Baldwin County Voting Machines and the Services of the Baldwin County Voting Machines and the Services of the County Voting Machine Custodian Employees for the Bay Minette Municipal Elections with the Baldwin County Commission.

That the agreement be executed in the name of the City of Bay Minette, for and on behalf of the City of Bay Minette, by its Mayor.

That it be attested by the Clerk and the seal of the City of Bay Minette affixed thereto.


BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City of Bay Minette.

DONE, this the 2nd day of December, 2024.



Robert A. Wills, Mayor

Attest




Rita Diedtrich, City Clerk

**STATE OF ALABAMA
BALDWIN COUNTY**

I, the undersigned qualified and acting City Clerk of the City of Bay Minette, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Bay Minette City Council named therein, at a regular meeting of such Council held on the 16th day of December 2024, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the official seal of the City of Bay Minette on this 16th day of December, 2024.



Rita Diedtrich, City Clerk





COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

November 19, 2024

The Honorable Bob Wills, Mayor
City of Bay Minette
ATTN: Rita Diedtrich, Clerk
301 D'Olive Street
Bay Minette, Alabama 36507

RE: Intergovernmental Service Agreements with Municipalities for the Use of Voting Machines for Municipal Elections

Dear Mayor Wills:

The Baldwin County Commission, during its regularly scheduled meeting held on November 19, 2024, took the following actions:

- 1) Adopted *Resolution #2025-034* of the Baldwin County Commission, as authorized by Code of Alabama 1975, Section 11-102-1, providing for a determination by the Baldwin County Commission to enter into an *Intergovernmental Service Agreement* with municipalities in Baldwin County, Alabama, to allow the municipalities to use the County's voting machines and the services of the County Voting Machine Custodian and employees for municipal elections; and
- 2) Approved an *Intergovernmental Service Agreement* with each Baldwin County municipality that wishes to use County-owned voting machines.

Please execute the **enclosed original Agreement** and return it to this office to the attention of Anu Gary, Administrative Services Manager. A **fully executed copy** of the *Agreement* will be returned for your file.

If you have any questions or need further assistance, please do not hesitate to contact me or Anu Gary, Administrative Services Manager, at (251) 937-0264.

Sincerely,

MATTHEW P. MCKENZIE, Chairman
Baldwin County Commission

MPM/vk Item CA7

ENCLOSURE(S)

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City/Town of Bay Minette, Alabama (hereinafter "City/Town"), as follows:

RECITALS

WHEREAS, County is the duly formed governing body in and for Baldwin County, Alabama, and City/Town is an incorporated municipality of the State of Alabama; and

WHEREAS, as authorized by Code of Alabama 1975, Section 11-102-1, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually; and

WHEREAS, no contract entered into pursuant to this chapter shall take effect until the contract has been approved by the governing body of each of the contracting municipalities or counties. Approval by a county governing body shall be by adoption of a resolution, and approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation; and

WHEREAS, to cooperate in the administration of the electoral franchise benefiting the public, the County allows the Cities/Towns to use the County's voting machines, at no cost, for municipal elections with the understanding that each municipality shall be responsible for all costs associated with the provision of services of the County Voting Machine Custodian and any and all other election related costs; and

WHEREAS, the City/Town has requested that the County assist the City/Town in its administration of the electoral franchise benefiting the public by providing the City/Town with the use, at no cost, of County-owned voting machines as requested from time to time during municipal elections; and

WHEREAS, the City/Town agrees to remit to the County any and all actual costs for labor, expenses and equipment incurred by County in its performance of this Agreement; and

WHEREAS, County and City/Town now wish to enter into this Agreement to provide for the reimbursement of County for the costs associated with the services which may be provided by the County Voting Machine Custodian, a County employee, or any other County employee in connection with the transportation, installation, service, maintenance, testing and use of County voting machines during municipal elections.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City/Town do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose and Services to Be Performed:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the reimbursement of County costs associated with the services which may be provided by the County Voting Machine Custodian, or his or her designee(s), in connection with the transportation, installation, service, maintenance, testing and use of County-owned voting machines during municipal elections. Upon request by the City/Town and approval by the County Administrator, the County Voting Machine Custodian, or his or her designee(s), shall be responsible for transporting, installation, servicing, testing and maintaining County Voting Machines for use in municipal elections, and the City/Town shall be responsible for reimbursement of the actual cost to the County for the provision of such services and for expenses incurred in connection with transport, maintenance, service, use and installation of the voting machines.
3. **Exclusive Contract:** The City/Town acknowledges that, due to the possibility of damaging the machines, only the County Voting Machine Custodian, or his or her designee(s), shall transport, install, service, maintain and/or test the voting machines for use during municipal elections. Notwithstanding this provision, the County Administrator may give consent for the City/Town to use the services of (manufacturer) to service or test such machines. The City/Town acknowledges that it will not and may not contract directly with County employees for the provision of such services.
4. **Reimbursement:** The County Voting Machine Custodian, or such other County employees as are designated to perform services under this agreement, shall maintain a record of all time and expenses incurred in connection with the transportation, installation, testing, service, maintenance and use of County voting machines. Prior to the election, upon request, the County shall provide the City/Town with the hourly rate to be charged by the County for the services of the County Voting Machine Custodian and/or his or her designee(s). Within 21 days after the election, the County shall provide an itemized invoice to the Town/City which reflects the cost to the County for the time and expenses incurred by such County employees and the County in connection with the use of the voting machines. Upon receipt of such invoice, the City/Town shall pay the invoiced sum within thirty (30) days.
5. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
6. **Term:** The term of this Agreement shall be for three (3) years from its Effective Date. This document may be amended only upon written approval by the parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the parties. The parties may renew the

contract for another term of not more than three (3) years on the same or amended terms by the same method by which the original contract was adopted.

7. **Termination and Notice:** Notwithstanding the foregoing, either Party may terminate this Agreement, with or without cause, upon written notice to the other Party. A Party's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the other Party. In the event of termination by either Party, the City/Town shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City/Town:

City of Bay Minette
Attn: City Clerk
301 D'Olive St
Bay Minette, AL 36507

To County:

Baldwin County Commission
Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

8. **Indemnity and Limitations of Liability:** City/Town accepts the voting machines, work, property, product and services of the County as a result of the Project in its "WHERE IS," "AS IS," condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for, the condition of the voting machines, work, property, product and services of the County or its employees. City/Town assumes the risk of any latent or patent defects or problems that are or may be contained in the voting machines, work, property, product and services of the County. City/Town agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems or from the services performed by County employees. City/Town for itself and City/Town Representatives waive and release the County from any claims for injury or damages to the City/Town by reason of the condition of the voting machines, work, property, product and services of the County or otherwise.

Furthermore, City/Town shall defend, indemnify and hold County harmless from and against all demands, actions and claims of any description whatsoever, for any and all claimed loss, injury or damages incurred by the use of County voting machines and the services of County employees, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder.

All indemnity obligations, representations and assurances contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense by the City/Town against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City/Town or in any way diminish any immunity, absolute or qualified, to which the County and City/Town are otherwise entitled by law.

9. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City/Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
10. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City/Town have contributed substantially and materially to the preparation of this Agreement.
11. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. .
12. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.
13. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to formation, interpretation and available remedies, without regard to Alabama conflict of law principles.
14. **Counterparts:** This Agreement may be executed in one or more counterparts, and all such counterparts shall substitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

County:
BALDWIN COUNTY

_____/_____
MATTHEW P. MCKENZIE / Date
Chairman

ATTEST:

_____/_____
ROGER H. RENDLEMAN / Date
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that MATTHEW P. MCKENZIE, and ROGER H. RENDLEMAN, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

City/Town of Bay Minette, AL :

[Signature]

Mayor

11/2/16/2024
/Date

Print Name

ATTEST:

[Signature]

City/Town Clerk

Kita Dietrich

Print Name

1/12/16/2024

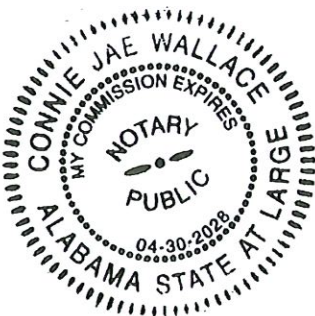
/Date



STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Connie Wallace, a Notary Public, in and for said County in said State, hereby certify that Robert A wills, Mayor, and Rita K Dietrich City/Town Clerk, whose names as Mayor and City Clerk of Bay Minette, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City/Town, Alabama.

Given under my hand and official seal this the 16 day of December, 2024.



[Signature]

Notary Public

My Commission Expires: 4-30-2028