

CULLMAN CITY COUNCIL
REGULAR MEETING
February 8th, 2010

The Mayor and Council met in the Council Chamber at 6:00 pm to discuss the weather staffing of both fire stations. Chief Junior Reinhardt explained the need of extra man power during very cold or very hot climates. A new ISO audit will be done soon and this effects insurance rates for all residents of the City of Cullman. No action was taken and these will be reviewed at the next council meeting on February 22nd, 2010.

Tom Charney, Risk Management Director, came to make a request to declare surplus property from the City Gym and inclose the walkway from the Chamber of Commerce to the parking deck. These items will be added to the agenda tonight. Wes Moore, Accountant and Attorney Roy Williams were present to answer any questions. Trent Moore, Cullman Times Reporter and Delton Blalock, Cullman Tribune Reporter, were also present.

The Cullman City Council met in regular session on February 8th, 2009 at 7:00 o'clock p.m. in the Lucille N. Galin Auditorium. Council President Garlan Gudger called the meeting to order and Police Chief Kenny C. Culpepper presented the invocation.

A roll call by the City Clerk reflected the following. Present - Mayor Max A. Townson, President Garlan E. Gudger, Jr, Council Member Andy Page, Council Member Johnny Cook, Council Member Jenny Folsom and Council Member Clint Hollingsworth. Also present were City Attorney Roy Williams and City Clerk Ruth W. Rose .

Council Member Cook made a motion to suspend the rules in order to consider the minutes from the meeting on January 25th, 2010. Council Member Page seconded the motion and motion carried on roll call vote. Council Member Page: Aye, Council Member Cook: Aye. Council President Gudger: Aye. Council Member Folsom: Aye. Council Member Hollingsworth: Aye. Nays: None.

Council Member Cook then moved to approve the minutes as written and Council Member Folsom seconded the motion. Motion was approved by a voice vote. Ayes: All Nays: None.

ADDITIONS/DELETIONS TO AGENDA

Council Member Folsom made a motion to add item #4 under Roman Numeral IX , a request by Tom Charney to enclose the walkway from the Chamber of Commerce to the parking deck. Council Member Page seconded the motion and motion was approved by a voice vote. Ayes: All. Nays: None.

A motion was made by Council Member Folsom to add item #5 under Roman Numeral IX requesting an Attorney General's Opinion on requiring liability insurance coverage for contractors to obtain a business license. Council Member Page seconded the motion and motion was approved by a voice vote. Ayes: Council Members Page, Gudger, Folsom and Hollingsworth. Nays: Council Member Cook.

Council Member Cook made a motion to add item #9 under Roman Numeral X which is a resolution to authorize bids be taken on building the access road for Royal Technologies. Council Member Folsom seconded the motion and motion was approved by a voice vote. Ayes: All. Nays: None.

A motion was made by Council Member Cook to add item #10 under Roman Numeral X to declare surplus exercise equipment and property. Council Member Hollingsworth seconded the motion and motion was approved by a voice vote. Ayes: All. Nays: None.

REPORTS OF STANDING COMMITTEES

Council Member Andy Page - Police Committee - No Report.

Council President Garlan Gudger - Fire Committee - No Report.

Council Member Johnny Cook - Sanitation Committee - No Report.

Council Member Clint Hollingsworth - Street Committee - No Report.

Council Member Jenny Folsom - Finance Committee - No Report

REPORTS OF OFFICERS

Mayor Max A. Townson - No Report.

COMMENTS FROM ANYONE NOT ON THE AGENDA

Phylis Little, EMA Director, presented a special recognition to Fire Engineer Mike Hill. Mr. Hill completed 1000 hours of special training to receive an advanced EMA Training award on January 27th, 2010. President Gudger expressed appreciation to Mr. Hill for his dedication and efforts to obtain this special certification.

PETITIONS, APPLICATIONS, COMPLAINTS, APPEALS & COMMUNICATIONS

Council Member Cook made a motion to approve a request made by Tanya Shearer, Empty Bowls Coordinator, for parking spaces on the South side of the First United Methodist Church. This event will be held on Monday, February 15th, 2010 from 4:30 p.m. until 7:00 p.m. Council Member Folsom seconded the motion and motion was approved by a voice vote. Ayes: All. Nays: None.

A written request made by Beth Arbert was reviewed by the Police Chief. Chief Culpepper said a lot of volunteers will be needed to help with the 5-K Run and One Mile Run by the diagram of intersections being involved. A motion to approve the request with the stipulation of First Federal Savings and Loan providing the needed volunteers as specified by Chief Culpepper, was

made by Council Member Folsom and seconded by Council Member Hollingsworth. The motion was approved by a voice vote. Ayes: All. Nays: None.

The Police Department made a request to purchase 80 glock guns and 180 magazines for a total of \$11,780 from special funds. Council Member Page made a motion to approve the request and Council Member Folsom seconded the motion. The motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Folsom made a motion to approve the request made by Mr. Tom Charney, Risk Manager, for an enclosed walkway joining the Chamber of Commerce to the parking deck. The estimate of \$6,500 was made by Cullman Overhead Door & Glass, Inc. Council Member Cook seconded the motion and motion was approved by a voice vote. Ayes: All. Nays: None.

A motion was made by Council Member Folsom to approve the Resolution asking for an Attorney General's Opinion regarding the requirement for contractors to have liability insurance before a business license will be issued. The following Resolution was read:

RESOLUTION 2010-31
A RESOLUTION OF THE CULLMAN CITY COUNCIL
CONCERNING THE REQUEST FOR AN ATTORNEY GENERAL'S OPINION
FOR THE CITY OF CULLMAN BUSINESS LICENSE ORDINANCE 2010-02

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council request clarification on Section 19 Paragraph C of the City of Cullman's Business License Ordinance adopted on November 23rd, 2009 with an effective date of January 1st, 2010. The Council wants an opinion of the requirement to have liability insurance before a business license is issued. This section is as follows:

SCHEDULE C

CONTRACTORS AND SUBCONTRACTORS

First \$10,000 of contract-----\$100.00 Plus 1/10 of 1 percent above \$10,000.

A. No permits for work of any kind for which a license is required shall be issued to a contractor, owner or any authorized agent until all license taxes have been paid, unless herein otherwise provided.

B. All general contractor shall upon request furnish the building inspector or the license officer with a full and complete list showing the names, addresses and license numbers of all subcontractors to whom any work has been let or sub-let to be done, and will not allow any work to be done by such sub-contractor until required licenses due by said subcontractor have been paid. If all subcontracts have not been closed or awarded at the time application is made for a permit by the general contractor or by the owner, the general contractor or the owner shall not allow any work to proceed by any subcontractor until such subcontractor has exhibited to him his city license for the work to be done on the job, unless he is certified by the license

department or by the building inspector as having paid the city license due. In the event that no general contract has been let by the owner, then the owner shall be subject to all the provisions herein required of general contractors.

C. Contractors engaged solely in the demolition of buildings declared sub-standard under the ordinances and codes of the City of Cullman.

D. A builder constructing houses on lots owned by himself to sell or rent shall pay \$100.00 plus 1/5 of 1 percent of the cost of house and lot when completed.

E. Contractors shall provide the City of Cullman a copy of general liability insurance before a license or permit shall be issued.

The City of Cullman Officials request the City Attorney, Roy Williams, to contact the Attorney Generals Office to get an opinion as soon as possible if the current Ordinance needs to be amended and if so to what degree.

SECTION 2. This Resolution shall be effective immediately.

ADOPTED this 8th day of February, 2010.

/s/ Garlan E. Gudger, Jr.
President of the City Council

ATTEST:

/s/ Ruth W. Rose, City Clerk

Transmitted to the Mayor this the 8th day of February, 2010.

/s/ Ruth W. Rose, City Clerk

APPROVED by the Mayor this the 8th day of February, 2010.

SEAL /s/ Max A. Townson
Mayor, City of Cullman

Council Member Page seconded the motion and motion was approved by a voice vote. Ayes: Council Members Page, Gudger, Folsom and Hollingsworth. Nays: Council Member Cook.

RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

Council President Gudger explained the next two Resolutions involve tree services. The services will be bid per job and not on a hourly basis as before. This will save money by bidding it per job. Council Member Folsom made a motion to adopt the following Resolution:

Resolution 2010-27
Tree Services on 109 Main Street SW
Bid Award

WHEREAS, bids were opened on January 29, 2010 for Tree Services City of Cullman Arborist Department, and

WHEREAS, the following bids were opened from 9 vendors:

B&H Tree Service	Bremen	\$1,500.00
Burk's Tree Service	Hanceville	800.00
Colburn's Tree Service	Cullman	1,350.00
Keller's Tree Service	Cullman	1,500.00
Michael's Tree Service	Addison	1,450.00
Newman's Tree Service	Cullman	2,500.00
Marshall's Tree Service	Hanceville	1,225.00
Sharpton Discount Tree Ser.	Crane Hill	1,500.00
Reeves and Son, LLC	Vinemont	1,175.00

WHEREAS, the recommendation from Darrell Johns, Arborist for the City of Cullman is to award the bid to Burk's Tree Service, the lowest bidder.

BE IT RESOLVED by the City Council of the City of Cullman, Alabama that the bid for the tree service be awarded to Burk's Tree Service of Hanceville, AL at this time.

ADOPTED this the 8th day of February, 2010.

/s/ Garlan E. Gudger, Jr.
President of the City Council

ATTEST:

/s/ Ruth W. Rose
City Clerk

APPROVED by the Mayor this the 8th day of February, 2010.

/s/ Max A. Townson
Mayor

Council Member Page seconded the motion and motion was approved by a voice vote.

Ayes: All. Nays: None.

Council Member Cook made a motion to award a tree service bid in the following Resolution:

RESOLUTION NO. 2010-28
Tree Services on Corner of 6th Avenue & 8th Street
Bid Award

WHEREAS, bids were opened on January 29, 2010 at 2:00 pm for Tree Services located on the corner of 6th Avenue and 8th Street for the City of Cullman Arborist Department, and

WHEREAS, the following bids were opened from 9 vendors:

B&H Tree Service	Bremen	\$1,200.00
Burk's Tree Service	Hanceville	2,000.00
Colburn's Tree Service	Cullman	2,675.00
Keller's Tree Service	Cullman	1,575.00
Michael's Tree Service	Addison	2,350.00
Newman's Tree Service	Cullman	2,500.00
Marshall's Tree Service	Hanceville	1,440.00
Sharpton Discount Tree Ser.	Crane Hill	1,400.00
Reeves and Son, LLC	Vinemont	1,775.00

WHEREAS, the recommendation from Darrell Johns, Arborist for the City of Cullman is to award the bid to B&H Tree Service, the lowest bidder.

BE IT RESOLVED by the City Council of the City of Cullman, Alabama that the bid for the tree service be awarded to B&H Tree Service of Bremen, AL at this time.

ADOPTED this the 8th day of February, 2010.

/s/ Garlan E. Gudger, Jr.
President of the City Council

ATTEST:

/s/ Ruth W. Rose
City Clerk

APPROVED by the Mayor this the 8th day of February, 2010.

/s/ Max A. Townson
Mayor

Council Member Hollingsworth seconded the motion and the motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Folsom made a motion to approve a Resolution authorizing the Mayor to sign an agreement with ALDOT to close the County Road 222 Project. Resolution 2010-29 as follows:

RESOLUTION 2010-29

BE IT RESOLVED by the City Council of the City of Cullman, Alabama, as follows:

1. That the City enter into a Supplemental Agreement Number 3 with the State of Alabama; acting by and through the Alabama Department of Transportation amending an Agreement dated October 15, 2002, Supplemental Agreement Number 1, dated March 17, 2003 and Supplemental Agreement Number 2, dated April 6, 2007, for:

Right-of-Way Acquisition and Construction Program for Project STPAA-NCPD-2210(200) for improvement on CT-222 from SR-69 to Industrial Park Number 3 to include bridge widening over I-65 in Cullman County; which agreement is before this council.

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf;
3. That the Agreement be attested by the City Clerk and the seal of the City 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 Clerk.

ADOPTED this 8th day of February, 2010.

/s/ Garlan E. Gudger, Jr.
President of the City Council

ATTESTED:

/s/ Ruth W. Rose
City Clerk

APPROVED this 8th day of February, 2010.

/s/ Max A. Townson
Mayor, City of Cullman

I, the undersigned qualified and acting clerk of the City of Cullman, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the city council of the City of Cullman and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City of Cullman on this 8th day of February, 2010.

SEAL

/s/ Ruth W. Rose
City Clerk

Council Member Page seconded the motion to adopt the above Resolution. The motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Cook made a motion to approve a Resolution for a tax abatement. The following Resolution was read:

Resolution 2010-30
Tax Abatement for Alabama Cullman Yutaka Technologies Expansion

This Resolution is made this 8th day of February, 2010 by the **City of Cullman**, Alabama, to grant a tax abatement for **Alabama Cullman Yutaka Technologies (ACYT)**

WHEREAS, **Alabama Cullman Yutaka Technologies** has announced plans for purchasing new equipment that is a major addition to their existing facility and is located within the jurisdiction of the City of Cullman; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), **Alabama Cullman Yutaka Technologies** has requested from the City of Cullman an Abatement of all state and local non-educational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and all mortgage and recording taxes; and

WHEREAS, **Alabama Cullman Yutaka Technologies** has requested that the abatement of state and local non-educational ad valorem taxes be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, The City of Cullman has considered the request from **Alabama Cullman Yutaka Technologies** and the completed application (copy attached) filed with the City of Cullman by **Alabama Cullman Yutaka Technologies**, in connection with its request; and

WHEREAS, the City of Cullman has found the information contained in the **Alabama Cullman Yutaka Technologies'** application to be sufficient to permit the City of Cullman to make a reasonable cost/benefit analysis of the project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve capital investment of 6.1 Million (\$6,100,000) and create an estimated 60 jobs ; and

WHEREAS, **Alabama Cullman Yutaka Technologies** is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform or observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the City of Cullman represents and warrants to **Alabama Cullman Yutaka Technologies** that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the City of Cullman as follows:

Section 1. Approval is hereby given to the application of **Alabama Cullman Yutaka Technologies** and abatement is hereby granted of all state and local non-educational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education and all mortgage and recording taxes as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational ad valorem taxes shall extend for a period of 10 years measured as provided in Section 40-9B-3(h) of the Act.

Section 2. The Mayor and City Council Members for the City of Cullman is authorized to enter into the abatement agreement with **Alabama Cullman Yutaka Technologies** to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to **Alabama Cullman Yutaka Technologies** to deliver to the appropriate local taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The Mayor and City Council Members of the City of Cullman are authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the City of Cullman, of Alabama at a City Council Meeting held on the 8th day of February, 2010.

/s/ Garlan E. Gudger, Jr. President
Cullman City Council

ATTEST:

/s/ Ruth W. Rose, City Clerk

Transmitted to the Mayor this 8th day of February, 2010.

/s/ Ruth W. Rose, City Clerk

APPROVED by the Mayor this 8th day of February, 2010.

SEAL

/s/ Max A. Townson, Mayor
City of Cullman, Alabama

Council Member Hollingsworth seconded the motion and motion was approved by a voice vote.
Ayes: All. Nays: None.

A request for tax abatement for Cash Acme was tabled by a motion made by Council Member Folsom. The required forms had not been signed and completed. Council Member Cook seconded the motion and the resolution was tabled until February 22, 2010.

Council Member Page made a motion to adopt the following Resolution:

RESOLUTION NO. 2010-32

REVISED AWARDING OF BID FOR SANITATION DEPARTMENT CONTAINERS

WHEREAS, bids were opened on Wednesday, January 6th, 2010 at 2:00 p.m. for 10 Eight Cubic Yard Heavy Duty Containers and 10 Four Yard Containers for the Sanitation Department, and the lowest bidder RJM Waste Equipment - Caroline Fabrication, Inc. was awarded the bid on January 11th, 2010 by Resolution 2010-24; and,

WHEREAS, an email was sent on January 27th, 2010 by RJM Waste Equipment - Caroline Fabrication, Inc notifying the City of Cullman of withdrawing their bid and not accepting the bid. Section 41-16-57 of the Code of Alabama states the bid may be awarded to the second lowest responsible bidder within a 30 day period; and,

WHEREAS, the recommendation from the Sanitation Department Supervisor, Larry Jones, is to award the bid to the second lowest bidder, Holt Speciality Equipment for \$13,460.00.

BE IT RESOLVED by the City Council of the City of Cullman, Alabama that the contract be awarded to at this time.

ADOPTED this the 8th day of February, 2010.

/s/ Garlan E. Gudger, Jr.
President of the City Council

ATTEST:

/s/ Ruth W. Rose
City Clerk

APPROVED by the Mayor this the 8th day of February, 2010.

SEAL

/s/ Max A. Townson
Mayor

Council Member Folsom seconded the motion the adopt the Resolution and the motion was approved by a voice vote. Ayes: All. Nays: None.

President Gudger asked the Council to consider suspending the rules to adopt an Ordinance to accept a low interest (2%) loan from ADEM. The \$630,000 loan would be paid back within a ten year period. These funds would be used to clean-up the Grief Brothers Property. Council Member Folsom made a motion to suspend the rules for the adoption of the Ordinance on the first reading. Council Member Page seconded the motion and motion was approved on a roll call vote. Council Member Page: Aye. Council Member Cook: Aye. Council President Gudger: Aye. Council Member Folsom: Aye. Council Member Hollingsworth: Aye. Nays: None.

Council Member Hollingsworth made a motion to adopt the following Ordinance:

ORDINANCE NUMBER 2010-06

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF ONE GENERAL OBLIGATION WARRANT, SERIES 2010 LRSRF-DL/ARRA OF THE CITY OF CULLMAN, ALABAMA IN A MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$630,000

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of the clear implication herein otherwise, be given the following respective interpretations as used herein:

“**ADEM**” means the Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975, as amended.

“Authority” means the Alabama Land Recycling Finance Authority, a public corporation organized under Chapter 30F of Title 22 of the Code of Alabama 1975, as amended.

“Business Day” any day other than a Saturday, Sunday, legal holiday or a day on which banks in the City of New York, New York, or Birmingham, Alabama, are permitted or required by law to be closed.

“City” means the City of Cullman, a municipal corporation organized and existing under the laws of the State of Alabama, and includes its successors and assigns and any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

“City Clerk” means the city clerk of the City.

“City Council” means the city council of the City.

“Disbursement” or **“Disburse”** means any payment or reimbursement of Allowable Costs to or on behalf of the Recipient out of the proceeds of the Fund Loan.

“Eligible Property” means the real property owned by the City and identified on Appendix A to the Fund Loan Agreement.

“Fund Loan” means the loan in the Fund Loan Amount made by the Authority to the City, as evidenced by the Warrant.

“Fund Loan Agreement” means the Fund Loan Agreement among the City, the Authority and ADEM, dated as of February 1, 2010.

“Fund Loan Amount” means a principal amount of up to, but not to exceed, Six Hundred Thirty Thousand Dollars (\$630,000.00).

“Holder” means the person in whose name the Warrant is registered on the registry book of the City pertaining to the Warrant.

“Interest Payment Date” means each August 15 and February 15, commencing August 15, 2010.

“Mayor” means the mayor of the City.

“Ordinance” means an ordinance adopted by the City Council of the City.

“Project” means the cleanup of the Eligible Property with the proceeds of the Fund Loan in accordance with the provisions of the Fund Loan Agreement.

“Redemption Date” means the date fixed for the redemption of the Warrant in any notice of redemption.

“**Redemption Price**” means the price at which the Warrant or the principal installments thereof may be redeemed and prepaid prior to their respective maturities.

“**Resolution**” means a resolution adopted by the City Council of the City.

“**Warrant**” without other qualifying words, means the City’s General Obligation Warrant, Series 2010 LRSRF-DL/ARRA, herein authorized.

Section 1.2 Use of Words and Phrases. “Herein,” “hereby,” “hereunder,” “hereof” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion hereof in which any such word is used. The definitions set fourth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II

REPRESENTATIONS AND FINDINGS

Section 2.1 Representations. The City represents, as a basis for the undertakings herein contained, that it is a municipal corporation organized under the laws of the State of Alabama.

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

(1) The City Council has determined to cleanup the Eligible Property, the estimated costs of the said cleanup being in excess of \$630,000. The City has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority to provide funds to pay a portion of the costs of the Project. The award of the loan to the City will be of substantial economic benefit to the City and its citizens by reducing the amount of interest that would be payable by the City if the funds were provided from sources other than from the Fund Loan.

(2) The City Council deems it necessary, desirable and in the public interest that the City obtain the Fund Loan for the purpose of providing funds to finance the cost of the Project at a favorable rate of interest. In order to evidence the payment of the Fund Loan by the City to the Authority, the City deems it necessary, desirable and in the best interest of the City that the Warrant hereinafter authorized be issued for the purposes of evidencing the debt of the City to the Authority.

ARTICLE III

ACCEPTANCE OF THE FUND LOAN AND ISSUANCE OF WARRANT

Section 3.1 (a) Fund Loan Made and Accepted. In consideration of the mutual promises made in the Fund Loan Agreement, in this Ordinance and in the Warrant, and subject to the terms

and conditions of each thereof, the City agrees to accept the Fund Loan and to sell and deliver the Warrant to the Authority and the Authority agrees to make available for Disbursement the Fund Loan Amount upon delivery to it of the Warrant.

(b) Authorization and Description of the Warrant. Pursuant to the applicable provisions of the Constitution and the laws of the State of Alabama, including particularly Sections 11-47-2 and 22-30F-8 of the Code of Alabama 1975, as amended, and for the purpose of evidencing the Fund Loan made to the City by the Authority, there is hereby authorized to be issued one fully registered General Obligation Warrant, Series 2010 LRSRF-DL/ARRA, in the maximum principal amount of up to \$630,000. The principal of the Warrant shall be Disbursed to or on behalf of the City by ADEM, as agent for the Authority, from time to time upon receipt of a request for Disbursement from the City meeting the terms and conditions for such request set forth in the Fund Loan Agreement. Immediately upon each Disbursement, the outstanding principal balance of the Warrant shall be increased by the amount of the Disbursement and the Disbursement noted accordingly by ADEM, as agent for the Authority, on the records of the Authority. The Warrant shall be issued as one fully registered Warrant, without coupons, in the form prescribed in Section 3.2 hereof. The principal of the Warrant shall mature and become payable on August 15 in the following amounts in the following years (subject to adjustment as provided in the Fund Loan Agreement):

City of Cullman
Borrowers Total Loan Cash Flow

Date	Principal	Interest	Payment
8-15-2010	\$55,000.00	\$8,162.00	\$63,162.00
2-15-2011	\$0.00	\$6,325.00	\$6,325.00
8-15-2011	\$60,000.00	\$6,325.00	\$66,325.00
2-15-2012	\$0.00	\$5,665.00	\$5,665.00
8-15-2012	\$60,000.00	\$5,665.00	\$65,665.00
2-15-2013	\$0.00	\$5,005.00	\$5,005.00
8-15-2013	\$60,000.00	\$5,005.00	\$65,005.00
2-15-2014	\$0.00	\$4,345.00	\$4,345.00
8-15-2014	\$60,000.00	\$4,345.00	\$64,345.00
2-15-2015	\$0.00	\$3,685.00	\$3,685.00
8-15-2015	\$65,000.00	\$3,685.00	\$68,685.00
2-15-2016	\$0.00	\$2,970.00	\$2,970.00
8-15-2016	\$65,000.00	\$2,970.00	\$67,970.00
2-15-2017	\$0.00	\$2,255.00	\$2,255.00
8-15-2017	\$65,000.00	\$2,255.00	\$67,255.00
2-15-2018	\$0.00	\$1,540.00	\$1,540.00
8-15-2018	\$70,000.00	\$1,540.00	\$71,540.00
2-15-2019	\$0.00	\$770.00	\$770.00
8-15-2019	\$70,000.00	\$770.00	\$70,770.00
	\$630,000.00	\$73,282.00	\$703,282.00

The Warrant shall be initially issued and registered in the name of the Authority.

(c) Interest Rate and Method of Payment of Principal and Interest. The principal of the Warrant shall bear interest from the date of each Disbursement, until the respective due dates of the principal installments thereof at the per annum rate of 2.0%, computed on the basis of a 360-day year of twelve consecutive 30-day months. Such interest shall be payable semiannually on each August 15 and February 15, commencing August 15, 2010, until and at the final maturity of the Warrant. Payment of the principal of and interest on the Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the City to the lawful Holder of the Warrant at the address shown on the registry books of the City pertaining to the Warrant; provided, that so long as the Authority is the registered Holder of the Warrant, payment of the principal of and the interest on the Warrant shall be made to the Authority by the City in accordance with directions given to the City by the Authority. Payment Date, or if such Interest Payment Date is not a Business Day, then on the first Business Day immediately following such Interest Payment Date. The final installment of principal on the Warrant shall be payable only upon presentation and surrender of the Warrant.

(d) Reduction of Fund Loan Amount and Reissuance of Warrant. In the event of the adjustment of the Fund Loan Amount in accordance with the provisions of the Fund Loan Agreement, the City will, upon surrender of the Warrant, issue a new Warrant in an amount equal to the Fund Loan Amount as so adjusted. In the event of such adjustment, the Authority and the City Council will amend this Section 3.1 to reflect the revised schedule of installments of principal resulting from the adjustment of the Fund Loan Amount. No adjustment shall be made except in accordance with the provisions of the Fund Loan Agreement.

(e) Interest Rate and Fund Loan Amount after Maturity. Each installment of principal and interest on the Warrant shall bear interest from its due date until paid at a per annum rate of interest equal to 2.0% above the interest rate borne by the Warrant on the day preceding the due date of such principal or interest.

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

[Balance of page intentionally left blank]

R-1

\$630,000.00

**CITY OF CULLMAN
GENERAL OBLIGATION WARRANT
SERIES 2010 LRSRF-DL/ARRA**

For value received, the **CITY OF CULLMAN**, a municipal corporation under the laws of Alabama (herein called the “City”), hereby acknowledges that it is indebted to, and hereby orders its City Clerk to pay to the **ALABAMA LAND RECYCLING FINANCE AUTHORITY**, or registered assigns, the principal sum of

**SIX HUNDRED AND THIRTY THOUSAND DOLLARS
(\$630,000.00)**

Or such lesser amounts as shall have been advanced hereunder, in installments on August 15 in the following respective years and principal amounts, subject to the adjustment of the amount of the principal sum of this Warrant and the principal installments due on this Warrant as provided in the Authorizing Ordinance (as hereinafter defined):

City of Cullman
Borrowers Total Loan Cash Flow

Date	Principal	Interest	Payment
8-15-2010	\$55,000.00	\$8,162.00	\$63,162.00
2-15-2011	\$0.00	\$6,325.00	\$6,325.00

8-15-2011	\$60,000.00	\$6,325.00	\$66,325.00
2-15-2012	\$0.00	\$5,665.00	\$5,665.00
8-15-2012	\$60,000.00	\$5,665.00	\$65,665.00
2-15-2013	\$0.00	\$5,005.00	\$5,005.00
8-15-2013	\$60,000.00	\$5,005.00	\$65,005.00
2-15-2014	\$0.00	\$4,345.00	\$4,345.00
8-15-2014	\$60,000.00	\$4,345.00	\$64,345.00
2-15-2015	\$0.00	\$3,685.00	\$3,685.00
8-15-2015	\$65,000.00	\$3,685.00	\$68,685.00
2-15-2016	\$0.00	\$2,970.00	\$2,970.00
8-15-2016	\$65,000.00	\$2,970.00	\$67,970.00
2-15-2017	\$0.00	\$2,255.00	\$2,255.00
8-15-2017	\$65,000.00	\$2,255.00	\$67,255.00
2-15-2018	\$0.00	\$1,540.00	\$1,540.00
8-15-2018	\$70,000.00	\$1,540.00	\$71,540.00
2-15-2019	\$0.00	\$770.00	\$770.00
8-15-2019	\$70,000.00	\$770.00	\$70,770.00
	<u>\$630,000.00</u>	<u>\$73,282.00</u>	<u>\$703,282.00</u>

with interest on the then unpaid principal balance hereof from the date of each Disbursement (as defined in the Authorizing Ordinance), at the rate of 2.00% per annum, payable on August 15, 2010, and on each August 15 and February 15 (each, an "Interest Payment Date") thereafter, until the due date of the last maturing installment of principal hereof. Both the principal of and interest on this Warrant are payable in lawful money of the United States of America by check or draft mailed to the then registered holder hereof at the address shown on the registry books of the City pertaining to this Warrant (except for the final payment of such principal and interest which shall be made only upon presentation and surrender of this Warrant). Payments of the interest on this Warrant shall be deemed timely made if mailed on the Interest Payment Date, or if such Interest Payment Date is not a Business Day (as defined in the Authorizing Ordinance), then on the first Business Day immediately following such Interest Payment Date. Each overdue installment of principal and interest on this Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2.00% above the interest rate borne by this Warrant on the day preceding the due date of such principal or interest. The final installment of principal on this Warrant shall be payable only upon presentation and surrender of this Warrant. Each installment of principal and interest on this Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2.00% above the interest rate borne by the Warrant on the day preceding the due date of such principal or interest. The ordinance pursuant to which this Warrant is issued (the "Authorizing Ordinance") provides that all payments by the City to the person in whose name this Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Warrant takes it subject to all payments of principal and interest in fact made with respect thereto.

The indebtedness evidenced and ordered paid hereby is designated General Obligation Warrant, Series 2010 LRSRF-DL/ARRA, and is authorized to be issued in the principal amount of \$630,000.00. This Warrant is issued pursuant to the Constitution and laws of the State of

Alabama including, particularly, Sections 11-47-2 and 22-30F-8 of the Code of Alabama 1975, as amended, and 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 pledged.

The scheduled principal installments hereof are subject to redemption and prepayment prior to their respective maturities at the option of the City on any date, as a whole or in part (but if in part, only in increments of \$5,000.00 or any integral multiple thereof and in the inverse order of their maturities), after not less than forty-five (45) nor more than ninety (90) days prior notice by United States Mail to the registered holder of this Warrant, at and for a redemption price equal to the principal amount so redeemed and prepaid plus accrued interest to the date of redemption and prepayment. Upon the giving of notice of redemption in accordance with the provisions of the Authorizing Ordinance, this Warrant (or the principal installments or portion hereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Authorizing Ordinance to the contrary notwithstanding, and the holder hereof shall then and there surrender this Warrant for redemption and prepayment, and all future interest on this Warrant (or the principal installments or portion hereof) so called for redemption and prepayment shall cease to accrue after the date specified in such notice, whether or not this Warrant is so presented.

Reference is made to the Authorizing Ordinance for a description of the nature and extent of the security afforded thereby, the rights of the holder of this Warrant and the rights and duties of the City. The Authorizing Ordinance provides, inter alia, that in the event of default by the City in the manner and for the time therein provided, the holder of this Warrant may, by written notice to the City, declare the principal of and interest accrued on this Warrant immediately due and payable, whereupon the same shall thereupon become immediately due and payable and the holder of this Warrant shall be entitled to pursue the remedies provided in the Authorizing Ordinance.

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 or in the issuance of this Warrant exists, have been performed or have happened; and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness of the City, was at the time the same was created and is now within every applicable debt and other limitation prescribed by the Constitution and laws of the State of Alabama.

This Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only upon the registry books of the City pertaining to this Warrant, maintained by the City Clerk, the registrar and transfer agent of the City, and only upon surrender of this Warrant to the City Clerk for cancellation, and upon such transfer a new Warrant of like tenor hereof will be issued to the transferee in exchange thereof, all as more particularly described in the Authorizing Ordinance. Each holder, by receiving or accepting this Warrant, shall be deemed to consent and agree and shall be estopped to deny that, insofar as the City is concerned, this Warrant may be transferred only in accordance with the provisions of the Authorizing Ordinance.

The City Clerk shall not be required to transfer or exchange this Warrant during the period of fifteen (15) days next preceding any Interest Payment Date; and in the event that this Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the City Clerk shall not be required to register or transfer this Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

[Balance of page intentionally left blank]

ADOPTED this 8th day of February , 2010.

President of City Council

ATTEST

City Clerk

IN WITNESS WHEREOF, the City has caused this Warrant to be executed in its name and behalf by its Mayor, has caused its seal to be hereunto affixed and attested by its City Clerk, both of said officers being hereunto duly authorized, and has caused this Warrant to be dated as of February 8th , 2010.

CITY OF CULLMAN

(SEAL)

By: _____
Mayor

City Clerk

REGISTRATION CERTIFICATE

The within Warrant has been registered and transfer books pertaining thereto by the City Clerk of the City of Cullman, Alabama, as registrar and transfer agent of the City, in the name of the last holder named below, and the principal of and interest on this Warrant shall be payable to such holder only, and this Warrant may thereafter be transferred only upon an assignment duly executed by such registered holder, such transfer to be made on such books and endorsed thereon:

Date of Registration	Registered Holder	Signature of Registrar
	Alabama Land Recycling Finance Authority	

(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 registrar.

Dated this _____ day of _____, _____.

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

Signature Guaranteed:

(Bank, Trust Company or Firm*)

BY: _____
Authorized Officer

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

Section 3.3 Redemption Provisions. The scheduled principal installments of the Warrant may be redeemed and prepaid prior to their respective maturities at the option of the City on any date, as whole or in part (but if in part, only in increments of \$5,000 or any integral multiple thereof and in the inverse order of their maturities), at and for a Redemption Price equal to the principal amount so redeemed and prepaid plus accrued interest thereon to the Redemption Date.

ARTICLE IV

EXECUTION OF THE WARRANT

Section 4.1 Execution of Warrant. The Warrant shall be executed on behalf of the City by its Mayor, and the seal of the City shall be affixed thereto and attested by its City Clerk. Signatures on the Warrant by persons who were officers of the City at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the delivery of the Warrant.

Section 4.2 Replacement of Mutilated, Lost, Stolen or Destroyed Warrant. In the event any warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new warrant of like tenor and denomination as the mutilated, lost, stolen or destroyed, provided that (a) in the case of any such mutilated warrant, such warrant is first surrendered to the City, and (b) in the case of any such lost, stolen or destroyed warrant, there is first furnished to the City evidence of such loss, theft or destruction satisfactory to it, together with indemnity satisfactory to it. The City may charge the Holder with the expense of issuing any such new warrant.

ARTICLE V

REGISTRATION AND NEGOTIABILITY OF THE WARRANT

Section 5.1 Registration of Warrant. The City Clerk shall be the registrar and transfer agent of the City with respect to the Warrant and shall keep proper registry and transfer books in which it will note the registration and transfer of the Warrant presented for such purpose, all in the manner and to the extent hereinafter specified. The Warrant shall be registered as to both principal and interest, and shall be transferable only on the registry books of the City.

No transfer of the Warrant shall be valid hereunder except upon presentation and surrender of such Warrant to the City Clerk with written power to transfer signed by the registered Holder thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the City, whereupon the City shall execute, and the City Clerk shall register and deliver to the transferee, a new warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Warrant is registered on the books of the City shall be the sole person to whom or on whose order payments on account of the principal thereof and interest thereon shall be made. Each Holder of the Warrant, by receiving or accepting such Warrant shall consent and agree and shall be estopped to deny that, insofar as the City is concerned, the Warrant may be transferred only in accordance with the provision of this Ordinance.

The City shall not be required to register or transfer any Warrant during the period of fifteen (15) days next preceding any Interest Payment Date with respect thereto, and if any Warrant is duly called for redemption and prepayment (in whole or in part), the City shall not be required to register or transfer such Warrant during the period of forty-five (45) days next preceding the Redemption Date.

Section 5.2 Owner of Warrant. The City may deem and treat the person in whose name the Warrant is registered as the absolute owner thereof for all purposes, they shall not be affected by notice to the contrary, and all payments by any of them to the person in whose name the Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

Section 5.3 Registration Certificate on Warrant. A registration certificate, in substantially the form appearing in Section 3.2 hereof, duly executed by the manual signature of the authorized officer of the City, shall be endorsed on the Warrant and shall be essential to its validity.

ARTICLE VI

GENERAL PROVISIONS RESPECTING REDEMPTION OF WARRANT

Section 6.1 Manner of Effecting Redemption of Warrant. Any redemption of the Warrant shall be effected in the following manner:

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

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

Section 6.2 Presentation of Warrant for Redemption. Upon compliance by the City with the requirements contained in Section 6.1 hereof, and if the City is not on the Redemption Date in default in the payment of the principal of or the interest on the Warrant, the Warrant or principal installments thereof so called for redemption shall become due and payable at the place at which the same shall be payable, at the Redemption Price or Redemption Prices and on the Redemption Date specified in such notice, anything herein or in the Warrant to the contrary notwithstanding.

In the event the Warrant is not paid and retired in full, the City will execute and deliver to the Holder a new Warrant reflecting such redemption and prepayment.

ARTICLE VII

SOURCE OF PAYMENT OF THE WARRANT

Section 7.1 Source of Payment of Warrant. The indebtedness evidenced and ordered paid by the 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 are hereby pledged.

ARTICLE VIII

CERTAIN WARRANTIES AND COVENANTS OF THE CITY

Section 8.1 No Conflicting Transactions. The City warrants and represents that (a) the Warrant is a valid and binding 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.

Section 8.2 To Furnish Authority With Reports. The City agrees to furnish to the Authority, within 180 days after the close of its fiscal year, the audited financial statements of the City for such fiscal year.

Section 8.3 Compliance with Fund Loan Agreement. The City will comply with all the terms and provisions of the Fund Loan Agreement.

Section 8.4 Findings With Respect to Indebtedness of City. The indebtedness represented by the Warrant, together with all other indebtedness of the City, is and will be on the date of the issuance of the Warrant, within every debt and other limit prescribed by the Constitution and laws of the State of Alabama

ARTICLE IX

EVENTS OF DEFAULTS AND REMEDIES OF WARRANTHOLDERS

Section 9.1 Events of Default Defined. Any of the following shall constitute default hereunder by the City:

- (a) Failure by the City to pay the principal of or the interest on the Warrant when such principal and interest respectively becomes due and payable, whether by maturity or otherwise;
- (b) a default by the City under the Fund Loan Agreement entered into in connection with the issuance of the Warrant;

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

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

Section 9.2 Remedies on Default. Upon any default by the City in any one of the ways defined in Section 9.1 hereof, the Holder shall have the following rights and remedies:

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

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

Sections 9.3 Waiver of Rights against Officials and Others. As a condition hereof, the Holder waives and releases any right, cause of action or remedy now or hereafter existing or imposed in any jurisdiction against any past, present or future officials or employees of the City for payment of the principal of or the interest on the Warrant or for the performance of any agreements by the City herein contained. Nothing contained in this section, however, shall relieve any such official or employee from the obligation of performing all duties of his office and of taking all actions that may be necessary to enable the City to perform the agreements on its part herein contained.

Section 9.4 Delay No Waiver. No delay or omission by the Holder to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto, every right, power or remedy given herein to the Holder may be exercised from time to time and as often as deemed expedient.

ARTICLE X

AGREEMENTS RESPECTING THE PROJECT AND SALE OF WARRANT

Section 10.1 The Project. The City has commenced the Project in accordance with the plans and specifications heretofore furnished to and concurred with by ADEM. The City will complete the

Project as soon as may be practicable, delays incident to strikes, riots, acts of God and the public enemy and similar acts beyond the reasonable control of the City only excepted.

Section 10.2 Sale of Warrant. The Warrant duly executed as aforesaid, shall be sold and delivered to the Authority upon payment of the initial Disbursement to, or on behalf of the City.

Section 10.3 Application of Fund Loan Agreement. The entire proceeds derived from the Fund Loan evidenced by the Warrant shall be held and applied and in accordance with the provisions of the Fund Loan Agreement.

Section 10.4 Authorization of Fund Loan Agreement. The Mayor is hereby authorized and directed to execute and deliver, for and in the name and behalf of the City, the Fund Loan Agreement in substantially the form presented to the meeting at which this Ordinance is adopted (a copy of which form is to be attached as an Exhibit to the minutes of such meeting) which Form Loan Agreement is hereby adopted in all respects and made a part hereof as if set out in full herein, and the City Clerk is hereby authorized and directed to affix the seal of the City to the said Fund Loan Agreement and to attest the same.

Section 10.5 Additional Documents Authorized. The Mayor and the City Clerk, or either of them, are each hereby authorized and directed to execute such other documents or certificates deemed necessary by them in order to carry out the transactions contemplated by this Ordinance.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.1 Provisions Constitute Contract. The provisions of this Ordinance shall constitute a contract between the City and the Authority.

Section 11.2 Severability. The provisions of this Ordinance are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Ordinance.

Done this the 8th day of February, 2010.

**/s/ Garlan E. Gudger, Jr.
President of the City Council**

ATTEST

**/s/ Ruth W. Rose
City Clerk**

Transmitted to the Mayor this the 8th day of February, 2010.

**/s/ Ruth W. Rose
City Clerk**

APPROVED by the Mayor this 8th day of February, 2010.

**/s/ Max A. Townson,
Mayor**

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

CULLMAN COUNTY)

I, Ruth W. Rose, City Clerk of the City of Cullman, Alabama do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Cullman, Alabama on the 8th day of February, 2010 and the same appears of the record in the minute book of the City of Cullman, Alabama for said date.

The above and foregoing ordinance was published on the 8th day of February, 2010, by posting copies thereof in three public places within the City of Cullman, one of which was the Mayor's office in the City of Cullman.

Witness my hand and seal of this office this 8th day of February, 2010.

**/s/ Ruth W. Rose
City Clerk**

Council Member Folsom seconded the motion to adopt the above Ordinance. The motion was approved by a voice vote. Ayes: All. Nays: None. The public hearing is scheduled for Monday, February 15th, 2010 at 11:00 a.m.

President Gudger informed the Council there is a vacancy on the Park and Recreation Board due to the resignation of Dr. Lisa Weeks Keefe. He asked for nominations to fill the remaining term of office thru June 1, 2010. Council Member Cook made a motion to nominate Mrs. Lona Heatherly to the board. Council Member Hollingsworth seconded the motion and motion was approved by a voice vote. Ayes: Council Members Cook, Gudger, Folsom and Hollingsworth. Nays: None. Council Member Andy Page abstained from voting.

Council Member Folsom made a motion to approve the following Resolution 2010-33:

RESOLUTION NO. 2010-33
RESOLUTION AUTHORIZING REQUEST FOR BIDS
FOR ROYAL TECHNOLOGIES ACCESS ROAD PROJECT

WHEREAS, St. John and Associates has presented the attached proposal to provide professional services related to Royal Technologies Access Road hereafter referred to as the "Project"; and

WHEREAS, the City has considered the scope of work which consists of providing an access road with service lane improvements with an estimated cost of \$595,000; and

WHEREAS, the City Council finds that it is in the best interest of the City to proceed with the work set out in the proposal which was approved as project #IAR-022-000-008 by the Alabama Department of Transportation; now

THEREFORE, BE IT RESOLVED by the Cullman City Council that the Mayor is hereby authorized to advertise for bids with St. John and Associates designing the specifications for and on behalf of the City of Cullman to perform the services related to the Project as set out in the proposed agreement for services.

ADOPTED this the 8th day of February, 2010.

/s/ Garlan E. Gudger, Jr.
President of the City Council

ATTEST:

/s/ Ruth W. Rose
City Clerk

Transmitted to the Mayor this the 8th day of February, 2010.

/s/ Ruth W. Rose
City Clerk

APPROVED by the Mayor this the 8th day of February, 2010.

/s/ Max A. Townson
Mayor

Council Member Page seconded the motion and motion was approved by a voice vote. Ayes: All. Nays: None.

Council Member Cook made a motion to adopt the following Resolution 2010-34:

**RESOLUTION 2010-34
RESOLUTION DECLARING PROPERTY SURPLUS
OR NOT NEEDED BY THE CITY OF CULLMAN, ALABAMA**

BE IT RESOLVED, by the City Council of the City of Cullman as follows:

1. The City Council of the City of Cullman hereby finds and determines that the City is owner of the property described in Paragraph 2 hereof.

2. The City Council finds and determines that this property is not needed by the City of Cullman for public or municipal purposes, said property being described as follows:

- | | | | |
|----|--|---------------|-------------------------|
| 1. | Press Rack | City ID #4589 | Located at the City Gym |
| 2. | Weight Bench | City ID#4604 | Located at the City Gym |
| 3. | Weight Bench | City ID#4606 | Located at the City Gym |
| 4. | Treadmill (Vision) | City ID#6392 | Located at the City Gym |
| 5. | Treadmill (Nautilus) | City ID#8649 | Located at the City Gym |
| 6. | 55 pieces of various broken Equipment used at Sport's First and sold by CRMC | | |

3. The City Council finds and determines that the interests of the City can be best served by sale of said property.

4. The City Council hereby authorizes the sell of the above described property for its fair market value.

5. This resolution shall be effective upon its passage as required by law.
ADOPTED this the 8th day of February, 2010.

/s/ Garlan E. Gudger, Jr.
President of the City Council

ATTEST:

/s/ Ruth W. Rose
City Clerk

TRANSMITTED to the Mayor this the 8th day of February, 2010.

/s/ Ruth W. Rose
City Clerk

APPROVED by the Mayor this the 8th day of February, 2010.

/s/ Max A. Townson
Mayor

Council Member Hollingsworth seconded the motion and motion carried by a voice vote. Ayes: All. Nays: None. The surplus property will be sold to the highest bidder.

Council Member Hollingsworth made a motion to adjourn at 7:25 p.m. and Council Member Cook seconded the motion. The meeting was adjourned by a voice vote. Ayes: All. Nays: None.