

October 15, 2012

The Mayor and Council of the City of Calera met on October 15, 2012 at 7:00 p.m. at Calera City Hall with the following present:

Mayor: Jon G. Graham

Council Members: Ernest Montgomery, Mike Roberson, David Bradshaw, Chris Bunn, Bobby Joe Phillips

Absent: Ed Gentry

Department Heads: Matt Worthen, IT Manager
Sean Lemley, Police Chief
Roy Hadaway, Finance Director
Janet Greathouse, Librarian
Sean Kendrick, Fire Chief
David Jones, Public Works Director
Chris Pappas, Engineer
Doug Smedley, Sewer Operations

Guests: Alan Watts, Philip Busby, Fred Hoskins, Sandy Parks, Randy and Rebecca Krueger, Candace and Summer Roberson, Jasper Levio, Harold Cole, Bill Davis, Brian Copes and Reid Cavnar

Darryl Nichols called the meeting to order and opened with a Word of Prayer and the Pledge of Allegiance.

Council Member Phillips made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – October 1, 2012
Work Session – October 1, 2012

Council Member Bradshaw seconded said motion which was carried unanimously.

DEPARTMENT HEAD REPORTS:

Roy Hadaway, Finance Director and Reid Cavnar, Senior Vice President with Merchant Capital presented the General Obligations Series 2012-A and 2012-B Bond refinancing information.

I, the undersigned City Clerk of the CITY OF CALERA, ALABAMA, hereby certify that the attached pages numbered consecutively from 1 to 29, inclusive, constitute a true, correct and complete copy of excerpts from all those portions of the minutes of a regular public meeting of the City Council of said City held on October 15, 2012, pertaining to the matters therein set out, as the same appear in the records of said City.

WITNESS my signature, as said City Clerk, under the seal of said City, this 15th day of October, 2012.

[S E A L]

City Clerk of the
CITY OF CALERA, ALABAMA

**EXCERPTS FROM THE MINUTES
OF A REGULAR MEETING OF
THE MAYOR AND CITY COUNCIL OF
THE CITY OF CALERA, ALABAMA
HELD ON OCTOBER 15, 2012**

The Mayor and City Council of the CITY OF CALERA, ALABAMA, met in regular session at the City Hall in the City of Calera, Alabama, on October 15, 2012, at 7:00 o'clock, P.M., C.S.T. Roll call showed the following:

Present:

Mayor: Jon Graham

Councilmembers: David Bradshaw
Chris Bunn
Earnest Montgomery
Bobby Joe Phillips
Mike Roberson

City Clerk: Connie Payton

Absent:

Ed Gentry

Mayor Graham called the meeting to order and stated that the meeting was open for the transaction of business.

* * *

Mayor Graham introduced the following ordinance in writing:

ORDINANCE NO. 2012-26

BE IT ORDAINED by the Mayor and Council of the CITY OF CALERA, ALABAMA, as follows:

Findings. The Mayor and Council (herein called the "Council"), which is the governing body of the City of Calera, Alabama (herein called the "City"), has found and ascertained and does hereby declare as follows:

the City has heretofore issued and sold its General Obligation Warrants, Series 2004, dated December 1, 2004 (herein called the "Series 2004 Warrants"), which warrants were originally issued in the aggregate principal amount of \$5,935,000 and are now outstanding in the aggregate principal amount of \$5,220,000;

the City can realize a savings in interest cost by refunding, on a current basis, those of the outstanding Series 2004 Warrants maturing on December 1, 2013 and thereafter (herein called the "Refunded Series 2004 Warrants"); and

in order to refund and retire the Refunded Series 2004 Warrants and to provide for the expenses of issuing the Series 2012 Warrants hereinafter authorized, it is necessary and desirable for the City to issue and sell said Series 2012 Warrants.

Authorization of the Series 2012 Warrants.

The Series 2012-A Warrants. Pursuant to the provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 and Section 11-81-4, Code of Alabama 1975, as amended, and in order to provide funds with which to refund and retire the Refunded Series 2004 Warrants and to provide for a portion of the issuance expenses, there are hereby authorized to be issued by the City its General Obligation Warrants, Series 2012-A (Tax Exempt) (herein called the "Series 2012-A Warrants"), in the aggregate principal amount of \$5,010,000. The Series 2012-A Warrants shall be dated October 1, 2012, shall be issued in fully registered form, shall be in the initial denomination of \$5,000 each or any integral multiple thereof, and shall mature on December 1 in the following respective principal amounts and years:

<u>Year of Maturity</u>	<u>Principal Amount</u>
2013	\$ 325,000
2014	385,000
2015	390,000
2016	400,000
2017	410,000
2018	420,000

2019	425,000
2020	435,000
2021	440,000
2022	450,000
2023	460,000
2024	470,000

The Series 2012-B Warrants. Pursuant to the provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2, Code of Alabama 1975, as amended, and in order to provide funds with which to provide for the payment of the costs of a portion of cost of issuance expenses and/or for any other purposes for which money may be borrowed under Section 11-47-2, Code of Alabama 1975, as amended (herein called the "Enabling Law"), there are hereby authorized to be issued by the City its Taxable General Obligation Warrants, Series 2012-B (herein called the "Series 2012-B Warrants"), in the aggregate principal amount of \$50,000. The Series 2012-B Warrants shall be dated October 1, 2012, shall be issued in fully registered form, shall be in the initial denomination of \$5,000 each or any integral multiple thereof, and shall mature on December 1 in the following respective principal amounts and years:

<u>Year of Maturity</u>	<u>Principal Amount</u>
2013	\$ 50,000

Interest Rates and Place of Payment. The Series 2012-A Warrants shall bear interest from their date until their respective maturities at the following respective rates per annum:

- 2.000% for those maturing in 2013;
- 2.000% for those maturing in 2014;
- 2.000% for those maturing in 2015;
- 3.000% for those maturing in 2016;
- 3.000% for those maturing in 2017;
- 1.150% for those maturing in 2018;
- 1.400% for those maturing in 2019;
- 1.650% for those maturing in 2020;
- 1.850% for those maturing in 2021;
- 2.000% for those maturing in 2022;
- 2.200% for those maturing in 2023; and
- 2.250% for those maturing in 2024.

The Series 2012-B Warrants shall bear interest from their date until their respective maturities at the rate of .0600% per annum.

Such interest shall be payable on December 1, 2012, and semiannually on each June 1 and December 1 thereafter until and at the respective maturity dates of the Series 2012-A Warrants and the Series 2012-B Warrants (herein together called the "Series 2012 Warrants"). The

principal of and premium, if any, on the Series 2012 Warrants shall be payable at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. in Birmingham, Alabama (herein called the "Paying Agent"), and interest on the Series 2012 Warrants shall be paid by check or draft mailed or otherwise delivered by the Paying Agent to the persons to whom the Series 2012 Warrants are respectively payable at their addresses as they appear on the registry books of the Paying Agent pertaining to the Series 2012 Warrants. Such payment of interest shall be deemed timely made if so mailed on the interest payment date (or if such interest payment date is not a business day, on the business day next following such interest payment date). The principal of and the interest on the Series 2012 Warrants shall bear interest after their respective due dates until paid, or until moneys sufficient for payment thereof have been deposited for that purpose with the Paying Agent, at the rate they bore prior to their due dates.

Optional Redemption of Series 2012-A Warrants. Those of the Series 2012-A Warrants having stated maturities on or after December 1, 2020 shall be subject to redemption prior to their respective maturities, at the option of the City, on December 1, 2019, and on any date thereafter, as a whole or in part from such maturities as shall be specified by the City, but if less than all of the Series 2012-A Warrants having a single principal maturity date are to be redeemed, then those having said single principal maturity date to be redeemed shall be selected by lot, at and for a redemption price for each Series 2012-A Warrant (or portion thereof) redeemed, equal to its par or face amount plus accrued interest to the date fixed for redemption without penalty or premium of any kind.

The Series 2012-B Warrants shall not be subject to optional redemption.

Any optional redemption of the Series 2012-A Warrants shall be effected in the following manner:

The Council shall adopt a resolution calling for redemption on a stated date when they are by their terms subject to redemption Series 2012-A Warrants in a stated aggregate principal amount and shall recite in such resolution that the City is not in default in payment of the principal of or the interest on any of the Series 2012-A Warrants.

Not more than sixty (60) nor less than thirty (30) days prior to the date fixed for redemption the City shall give notice, or shall cause the Paying Agent on its behalf to give notice, of the redemption of such Series 2012-A Warrants by depositing into the United States registered or certified mail, addressed to the registered holder of each Series 2012-A Warrant, at the address of such holder as the same appears on the registry books of the Paying Agent pertaining to the Series 2012-A Warrants, a notice which shall state the following: that Series 2012-A Warrants in a stated aggregate principal amount have been called for redemption and will become due and payable at the applicable redemption price or prices on a specified redemption date, and that all interest thereon will cease after such redemption date. The registered holder of any Series 2012-A Warrant may waive the requirements of this subsection with respect to the Series 2012-A Warrant or Series 2012-A Warrants held by him or it without affecting the validity of the call for redemption of any other Series 2012-A Warrants.

On or prior to the date fixed for redemption the City shall notify the Paying Agent (or any other bank at which the Series 2012-A Warrants are payable) of the City's compliance with the requirements of paragraphs (a) and (b) of this section and shall further make available at said bank the total redemption price of the Series 2012-A Warrants so called for redemption.

Upon compliance with the foregoing requirements on its part contained in this section, and if on the redemption date specified in said resolution and notice the City is not in default in payment of the principal of or the interest on any of the Series 2012-A Warrants, the Series 2012-A Warrants so called for redemption shall become due and payable at the redemption price on the date fixed for redemption, and interest thereon shall thereafter cease. No bank at which the Series 2012-A Warrants may at any time be payable shall be required to pay any interest maturing on the date fixed for redemption which is applicable to any Series 2012-A Warrant so called for redemption on that date unless the Series 2012-A Warrant to which such interest is applicable is presented for payment on such date; provided that in the event any such bank should pay any such interest without payment of the applicable Series 2012-A Warrant it shall not be liable to the holder of such applicable Series 2012-A Warrant or to the City or to anyone whomsoever.

General Obligation Pledge. The indebtedness evidenced and ordered paid by the Series 2012 Warrants 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.

Warrant Fund.

The Series 2012-A Warrant Fund. There is hereby created a special trust fund designated the "Series 2012-A Warrant Principal and Interest Fund" (herein called the "Series 2012-A Warrant Fund"), which shall be maintained until the principal of and the interest on the Series 2012-A Warrants shall have been paid in full. The City will pay or cause to be paid into the Series 2012-A Warrant Fund the following:

the City will pay into the Series 2012-A Warrant Fund the accrued interest received by it on the sale of the Series 2012-A Warrants;

on or before November 25, 2012, the City shall pay into the Series 2012-A Warrant Fund an amount which, when added to the amount paid therein with respect to the Series 2012-A Warrants pursuant to the provisions of the preceding clause (a) of this section, will equal the interest maturing with respect to the Series 2012-A Warrants on December 1, 2012;

on or before May 25, 2013, and on or before the 25th day of each succeeding May and November thereafter until and including November, 2024, the City shall pay into the Series 2012-A Warrant Fund an amount equal to the semiannual installment of interest that will mature with respect to the Series 2012-A Warrants on the then next succeeding interest payment date with respect thereto; and

on or before November 25, 2013, and on or before the 25th day of each succeeding November thereafter until the Series 2012-A Warrants shall have been fully paid and retired, the City shall pay into the Series 2012-A Warrant Fund an amount equal to the annual installment of principal of the Series 2012-A Warrants maturing or required to be redeemed on the next succeeding December 1;

provided that there shall be credited against any amount required to be paid into the Series 2012-A Warrant Fund any amount then held in the Series 2012-A Warrant Fund, from whatever source derived (including, without limitation, interest earnings on amounts held in the Series 2012-A Warrant Fund), but only to the extent that the amount so held in the Series 2012-A Warrant Fund has not theretofore been credited against a previously due payment into the Series 2012-A Warrant Fund pursuant to the provisions of this section.

The payments herein required to be made into the Series 2012-A Warrant Fund shall [except as otherwise provided in the preceding clause (a) of this section and in the succeeding provisions of this paragraph] be made therein from the City's general funds or any other revenues of the City legally available for such purpose, and the City will in no event allow a default to occur in the payment into the Series 2012-A Warrant Fund. The moneys in the Series 2012-A Warrant Fund shall be used solely for payment of the principal of and the interest on the Series 2012-A Warrants upon or after their respective maturities. Whenever there is on deposit in the Series 2012-A Warrant Fund an amount equal to in excess of the aggregate of the principal and interest thereafter coming due on the Series 2012-A Warrants, the City shall not be required to make any further payments therein except to make good any moneys therein that may become lost or otherwise unavailable for withdrawal. When all the Series 2012-A Warrants have been retired and no principal or interest shall be outstanding with respect thereto, any moneys then remaining on deposit in the Series 2012-A Warrant Fund shall be returned to the City.

The Series 2012-B Warrant Fund. There is hereby created a special trust fund designated the "Series 2012-B Warrant Principal and Interest Fund" (herein called the "Series 2012-B Warrant Fund"), which shall be maintained until the principal of and the interest on the Series 2012-B Warrants shall have been paid in full. The City will pay or cause to be paid into the Series 2012-B Warrant Fund the following:

the City will pay into the Series 2012-B Warrant Fund the accrued interest received by it on the sale of the Series 2012-B Warrants;

on or before November 25, 2012, the City shall pay into the Series 2012-B Warrant Fund an amount which, when added to the amount paid therein with respect to the Series 2012-B Warrants pursuant to the provisions of the preceding clause (a) of this section, will equal the interest maturing with respect to the Series 2012-B Warrants on December 1, 2012;

on or before May 25, 2013, and on or before the 25th day of November, 2013, the City shall pay into the Series 2012-B Warrant Fund an amount equal to the semiannual installment of interest that will mature with respect to the Series 2012-B Warrants on the then next succeeding interest payment date with respect thereto; and

on or before November 25, 2013, the City shall pay into the Series 2012-B Warrant Fund an amount equal to the principal of the Series 2012-B Warrants maturing or required to be redeemed on the next succeeding December 1;

provided that there shall be credited against any amount required to be paid into the Series 2012-B Warrant Fund any amount then held in the Series 2012-B Warrant Fund, from whatever source derived (including, without limitation, interest earnings on amounts held in the Series 2012-B Warrant Fund), but only to the extent that the amount so held in the Series 2012-B Warrant Fund has not theretofore been credited against a previously due payment into the Series 2012-B Warrant Fund pursuant to the provisions of this section.

The payments herein required to be made into the Series 2012-B Warrant Fund shall [except as otherwise provided in the preceding clause (a) of this section and in the succeeding provisions of this paragraph] be made therein from the City's general funds or any other revenues of the City legally available for such purpose, and the City will in no event allow a default to occur in the payment into the Series 2012-B Warrant Fund. The moneys in the Series 2012-B Warrant Fund shall be used solely for payment of the principal of and the interest on the Series 2012-B Warrants upon or after their respective maturities. Whenever there is on deposit in the Series 2012-B Warrant Fund an amount equal to in excess of the aggregate of the principal and interest thereafter coming due on the Series 2012-B Warrants, the City shall not be required to make any further payments therein except to make good any moneys therein that may become lost or otherwise unavailable for withdrawal. When all the Series 2012-B Warrants have been retired and no principal or interest shall be outstanding with respect thereto, any moneys then remaining on deposit in the Series 2012-B Warrant Fund shall be returned to the City.

Concerning the Series 2012 Warrant Funds. The Paying Agent is hereby designated as the custodian, depository and disbursing agent for the Series 2012-A Warrant Fund and the Series 2012-B Warrant Fund (herein together called the "Series 2012 Warrant Funds"). In the event that the Paying Agent (or any successor depository for such funds that may be hereafter designated as herein provided) should at any time decline to act as such depository, or should resign as such depository, or should cease to be a member of the Federal Deposit Insurance Corporation (or any agency of the United States of America that may succeed to its functions), or should cease to be duly qualified and doing business within the State of Alabama, then the Council shall by resolution designate a successor to the Paying Agent as such depository; provided that any successor depository so designated shall be and remain a member of the Federal Deposit Insurance Corporation (or of any agency of the United States of America that may succeed to its functions) and shall be and remain duly qualified and doing business in the State of Alabama. The moneys on deposit the Series 2012 Warrant Funds shall constitute public funds impressed with a trust for the benefit of the City and the holders of the Series 2012 Warrants. The depository for each of the Series 2012 Warrant Funds shall at all times keep all moneys on deposit therein secured by pledging securities that are (i) direct general obligations of the United States of America, (ii) securities with respect to which payment of the principal and interest is unconditionally guaranteed by the United States of America or (iii) shares or other investment units representing a beneficial interest in any money market fund, provided that the investment portfolio of such money market fund consists solely of obligations described in clauses (i) and (ii) of this sentence (any such securities described in clauses (i), (ii) or (iii) of this sentence being herein called "Federal Securities") having a market value at least equal to the amount of deposit therein, said pledge to be accomplished either

by the deposit of such Federal Securities, in trust for the benefit of the City and the holders of the Series 2012 Warrants, with another bank or trust company, or

by the deposit of such Federal Securities, in trust for the benefit of the City and the holders of the Series 2012 Warrants, with its own trust department, wholly separate and apart from its other assets;

provided, however, that such depository shall not be required so to secure any portion of the moneys in the Series 2012 Warrant Funds that is insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions or any portion of such moneys that is invested in Federal Securities pursuant to the provisions of the next succeeding paragraph hereof.

The Paying Agent, as depository for the Series 2012 Warrant Funds, is hereby authorized and directed, to the extent practicable, to cause all moneys on deposit in each of the Series 2012 Warrant Funds (other than moneys held for payment of matured but unrepresented Series 2012 Warrants and accrued but unpaid interest thereon) to be kept continuously invested in Federal Securities having such stated maturities, or being redeemable at the option of the holder at a stated price and time, as will assure the availability of cash sufficient to provide for payment of the principal of and interest on the Series 2012 Warrants as such principal and interest respectively come due. Said depository is further authorized and directed to cause any such Federal Securities to be sold or otherwise converted into cash if in its sole discretion it deems such sale or conversion necessary to prevent a default in payment of said principal or interest. All Federal Securities in which one of the Series 2012 Warrant Funds moneys are invested, together with all income therefrom, shall be considered and become a part of such Series 2012 Warrant Fund. In any determination of the amount at any time on deposit in each of the Series 2012 Warrant Funds, all Federal Securities forming a part thereof shall be included therein at their then market value.

In making any investment of moneys forming a part of any of the funds of which it has custody, the Paying Agent shall follow such written instructions as may be given it by the Mayor or City Treasurer of the City, but if and only to the extent that such instructions are not inconsistent with any applicable provisions of this ordinance. The Paying Agent and the City shall be fully protected in making any investment, sale or conversion in accordance with the provisions of this section.

Forms of Warrants, Etc.

The Series 2012-A Warrants. The Series 2012-A Warrants, the Registration Certificate applicable thereto and the provisions for assignment thereof shall be in substantially the following forms, with appropriate insertions and variations therein to conform to the provisions hereof:

[Form of Series 2012-A Warrant]

No. R-_____

\$_____

**UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF CALERA
GENERAL OBLIGATION WARRANT
SERIES 2012-A**

INTEREST RATE

MATURITY DATE

CUSIP

Subject to prior payment and other provisions as herein provided

The City Treasurer of the City of Calera, a municipal corporation in the State of Alabama (herein called the "City"), is hereby ordered and directed to pay to

or registered assigns, to whom the City acknowledges itself indebted in the principal amount hereinafter set out, the principal sum of

D O L L A R S

on the maturity date specified above with interest thereon from the date hereof until the maturity hereof at the per annum rate of interest specified above (computed on the basis of a 360-day year of twelve consecutive 30-day months), payable on December 1, 2012, and semiannually thereafter on each June 1 and December 1 until and at the maturity hereof. The principal hereof shall be payable in lawful money of the United States of America at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. in Birmingham, Alabama, or its successor as registrar under the Authorizing Ordinance hereinafter referred to (said bank, together with its successors in such capacity, being herein called the "Paying Agent"). The interest payable on this warrant on each interest payment date shall be remitted by the Paying Agent by check or draft mailed or otherwise delivered to the registered holder hereof as of the fifteenth day of the month immediately preceding each such interest payment date at the address of such registered holder as shown on the registry books of the Paying Agent. If such interest payment date is not a business day, payment shall be deemed timely made if remitted on the first business day following such interest payment date. Both the principal of and the interest on this warrant shall bear interest after their respective maturities or due dates until paid, or until moneys sufficient for payment thereof have been deposited for that purpose with the Paying Agent, at the rate they bore prior to their due dates.

This warrant is one of a duly authorized issue of warrants of the City designated General Obligation Warrants, Series 2012-A, aggregating \$5,010,000 in principal amount (herein called the "Series 2012-A Warrants"). The Series 2012-A Warrants have been issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and an ordinance (herein called the "Authorizing Ordinance") duly adopted by the governing body of the City for purposes for which the City is authorized by law to borrow money and to issue warrants.

Those of the Series 2012-A Warrants having stated maturities on or after December 1, 2020 shall be subject to redemption prior to their respective maturities, at the option of the City, on December 1, 2019, and on any date thereafter, as a whole or in part from such maturities as shall be specified by the City, but if less than all of the Series 2012-A Warrants having a single principal maturity date are to be redeemed, then those having said single principal maturity date to be redeemed shall be selected by lot, at and for a redemption price for each Series 2012-A Warrant (or portion thereof) redeemed, equal to its par or face amount plus accrued interest to the date fixed for redemption without penalty or premium of any kind.

Series 2012-A Warrants shall be redeemed only in principal amounts of \$5,000 or any integral multiple thereof. In the event that less than all of the Series 2012-A Warrants of a particular maturity are to be redeemed as of any particular redemption date, the Paying Agent shall select by lot the Series 2012-A Warrants (or portions of the principal thereof) to be redeemed and prepaid. The Authorizing Ordinance requires written notice of the redemption of this warrant (or portion of the principal hereof) to be forwarded by United States registered or certified mail to the registered holder hereof not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption. In the event that less than all the principal of this warrant is to be redeemed, the registered holder hereof shall surrender this warrant to the Paying Agent in exchange for a new warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this warrant. Upon the giving of notice of such redemption in accordance with the provisions of the Authorizing Ordinance, the Series 2012-A Warrants (or principal portions thereof) so called for redemption and prepayment shall become due and payable on the date and at the place specified in such notice, anything herein or in the Authorizing Ordinance to the contrary notwithstanding, and the holders thereof shall then and there surrender them for prepayment, and all future interest on the Series 2012-A Warrants (or portions of the principal thereof) so called for redemption and prepayment shall cease to accrue after the date specified in such notice, whether or not such warrants are so presented.

By the execution of this warrant, the City acknowledges that it is indebted to the registered holder hereof in the principal amount hereof in accordance with the terms hereof.

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.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this

warrant has been registered in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the 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.

The Series 2012-A Warrants are issuable only as fully registered warrants in the denomination of \$5,000 or any integral multiple thereof. Provision is made in the Authorizing Ordinance for the exchange of Series 2012-A Warrants for a like aggregate principal amount of Series 2012-A Warrants of the same maturity and in authorized denominations, all upon the terms and subject to the conditions set forth in the Authorizing Ordinance.

This warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Paying Agent (the registrar and transfer agent of the City) and only upon surrender of this warrant to the Paying Agent for cancellation, and upon any such transfer a new Series 2012-A Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Authorizing Ordinance. Each holder, by receiving or accepting this warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Paying Agent are concerned, this warrant may be transferred only in accordance with the provisions of the Authorizing Ordinance.

The Paying Agent shall not be required to transfer or exchange this warrant during the period commencing after May 15 or November 15 in any year and ending on the then next succeeding June 1 or December 1, respectively; and, in the event that this warrant (or any principal portion hereof) is duly called for redemption and prepayment, the Paying Agent 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.

The Authorizing Ordinance provides that all payments by the City or the Paying Agent to the person in whose name a Series 2012-A 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 hereto.

Execution by the Paying Agent of its registration certificate hereon is essential to the validity hereof.

IN WITNESS WHEREOF, the City has caused this warrant to be executed by its Mayor, has caused its official seal to be hereunto affixed, has caused this warrant to be attested by its City Clerk and has caused this warrant to be dated October 1, 2012.

CITY OF CALERA

By_

Mayor

ATTEST:

- _____
City Clerk

REGISTRATION CERTIFICATE

DATE OF REGISTRATION:

This warrant was registered in the name of the above-registered owner on the registration date specified above.

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

By_ _____

Its Authorized Officer

[Form of Assignment]

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

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 guaranteed:

- _____

(Bank, Trust Company or Firm*)

By_ _____

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).

The Series 2012-B Warrants. The Series 2012-B Warrants, the Registration Certificate applicable thereto and the provisions for assignment thereof shall be in substantially the following forms, with appropriate insertions and variations therein to conform to the provisions hereof:

[Form of Series 2012-B Warrant]

No. R- _____

\$ _____

**UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF CALERA
GENERAL OBLIGATION WARRANT
SERIES 2012-B**

INTEREST RATE

MATURITY DATE

CUSIP

Subject to prior payment and other provisions as herein provided

The City Treasurer of the City of Calera, a municipal corporation in the State of Alabama (herein called the "City"), is hereby ordered and directed to pay to to

or registered assigns, to whom the City acknowledges itself indebted in the principal amount

hereinafter set out, the principal sum of

D O L L A R S

on the maturity date specified above with interest thereon from the date hereof until the maturity hereof at the per annum rate of interest specified above (computed on the basis of a 360-day year of twelve consecutive 30-day months), payable on December 1, 2012, and semiannually thereafter on each June 1 and December 1 until and at the maturity hereof. The principal hereof shall be payable in lawful money of the United States of America at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. in Birmingham, Alabama, or its successor as registrar under the Authorizing Ordinance hereinafter referred to (said bank, together with its successors in such capacity, being herein called the "Paying Agent"). The interest payable on this warrant on each interest payment date shall be remitted by the Paying Agent by check or draft mailed or otherwise delivered to the registered holder hereof as of the fifteenth day of the month immediately preceding each such interest payment date at the address of such registered holder as shown on the registry books of the Paying Agent. If such interest payment date is not a business day, payment shall be deemed timely made if remitted on the first business day following such interest payment date. Both the principal of and the interest on this warrant shall bear interest after their respective maturities or due dates until paid, or until moneys sufficient for payment thereof have been deposited for that purpose with the Paying Agent, at the rate they bore prior to their due dates.

The City does not intend or represent that the interest on this warrant will be excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, and the City is not obligated to take any action to attempt to secure any such exclusion.

This warrant is one of a duly authorized issue of warrants of the City designated Taxable General Obligation Warrants, Series 2012-B, aggregating \$50,000 in principal amount (herein called the "Series 2012-B Warrants"). The Series 2012-B Warrants have been issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama 1975, as amended, and an ordinance (herein called the "Authorizing Ordinance") duly adopted by the governing body of the City for purposes for which the City is authorized by law to borrow money and to issue warrants.

The Series 2012-B Warrants are not subject to optional redemption.

By the execution of this warrant, the City acknowledges that it is indebted to the registered holder hereof in the principal amount hereof in accordance with the terms hereof.

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.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered in the manner provided by law; that all conditions, actions and things

required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the 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.

The Series 2012-B Warrants are issuable only as fully registered warrants in the denomination of \$5,000 or any integral multiple thereof. Provision is made in the Authorizing Ordinance for the exchange of Series 2012-B Warrants for a like aggregate principal amount of Series 2012-B Warrants of the same maturity and in authorized denominations, all upon the terms and subject to the conditions set forth in the Authorizing Ordinance.

This warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Paying Agent (the registrar and transfer agent of the City) and only upon surrender of this warrant to the Paying Agent for cancellation, and upon any such transfer a new Series 2012-B Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Authorizing Ordinance. Each holder, by receiving or accepting this warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Paying Agent are concerned, this warrant may be transferred only in accordance with the provisions of the Authorizing Ordinance.

The Paying Agent shall not be required to transfer or exchange this warrant during the period commencing after May 15 or November 15 in any year and ending on the then next succeeding June 1 or December 1, respectively; and, in the event that this warrant (or any principal portion hereof) is duly called for redemption and prepayment, the Paying Agent 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.

The Authorizing Ordinance provides that all payments by the City or the Paying Agent to the person in whose name a Series 2012-B 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 hereto.

Execution by the Paying Agent of its registration certificate hereon is essential to the validity hereof.

IN WITNESS WHEREOF, the City has caused this warrant to be executed by its Mayor, has caused its official seal to be hereunto affixed, has caused this warrant to be attested by its City Clerk, and has caused this warrant to be dated October 1, 2012.

CITY OF CALERA

By_

Mayor

ATTEST:

City Clerk

REGISTRATION CERTIFICATE

DATE OF REGISTRATION:

This warrant was registered in the name of the above-registered owner on the registration date specified above.

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

By _____

Its Authorized Officer

[Form of Assignment]

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

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 guaranteed:

(Bank, Trust Company or Firm*)

By _____

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).

Execution and Registration of Warrants by City. The Series 2012 Warrants shall be executed on behalf of the City by the Mayor of the City and attested by its City Clerk, and the official seal of the City shall be impressed on each of the Series 2012 Warrants. The signatures of the said Mayor and the said City Clerk may be facsimile signatures of said officers, and the seal of the City imprinted on the Series 2012 Warrants may be a facsimile of such seal (it being understood that a condition to the validity of each Series 2012 Warrant is the appearance on such Series 2012 Warrant of a registration certificate, substantially in the form hereinabove provided, executed by the manual signature of a duly authorized officer of the Paying Agent). Signatures on the Series 2012 Warrants by persons who are officers of the City at the times such signatures were written or printed shall continue to be effective although such persons cease to be such officers prior to the delivery of the Series 2012 Warrants, whether initially issued or exchanged for Series 2012 Warrants of different denominations from those initially issued.

The Series 2012 Warrants shall be registered by the City Treasurer of the City in the records maintained by him or her as claims against the City, which registration shall be made simultaneously with respect to all the Series 2012 Warrants. Said officers are hereby directed so to execute, attest and register the Series 2012 Warrants.

Registration Certificate on Series 2012 Warrants. A registration certificate by the Paying Agent, in substantially the form hereinabove recited, duly executed by the manual signature of a duly authorized officer of the Paying Agent, shall be endorsed on each of the Series 2012 Warrants and shall be essential to its validity.

Book-Entry Procedures Applicable to Series 2012 Warrants.

Except as provided in paragraph (c) of this section, the registered owner of all of the Series 2012 Warrants shall be The Depository Trust Company ("DTC") and the Series 2012 Warrants shall be registered in the name of Cede & Co., as nominee of DTC. Payment of semiannual interest for any Series 2012 Warrant registered as of a record date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on the interest payment date at the address indicated on the record date for Cede & Co. in the registry books of the City kept by the Paying Agent.

The Series 2012 Warrants shall be initially issued in the form of a separate single authenticated fully registered warrant in the principal amount of each separately stated maturity. Upon initial issuance, the ownership of each such Series 2012 Warrant shall be registered in the registry book of the City kept by the Paying Agent in the name of Cede & Co., as nominee of DTC. The Paying Agent and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2012 Warrants registered in its name for the purposes of payment of the principal or redemption price of or interest on such Series 2012 Warrants, selecting such Series 2012 Warrants or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Series 2012 Warrants under this ordinance, registering the transfer of Series 2012 Warrants, obtaining any consent or other action to be taken by holders of Series 2012 Warrants and for all other purposes whatsoever; and neither the Paying Agent nor the City shall be affected by any notice to the contrary. Neither the Paying Agent nor the City shall have any responsibility or obligation to any DTC participant, any person claiming a beneficial ownership interest in the Series 2012 Warrants under or through DTC or any DTC participant, or any other person which is not shown on the registration books of the City kept by the Paying Agent as being a holder of Series 2012 Warrants. The City and the Paying Agent shall have no responsibility with respect to the accuracy of any records maintained by DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Series 2012 Warrants; the payment by DTC or any DTC participant to any beneficial owner of any amount in respect of the principal or redemption price of or interest on the Series 2012 Warrants; the delivery to any DTC participant or any beneficial owner of any notice which is permitted or required to be given to holders of the Series 2012 Warrants under this ordinance; the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Series 2012 Warrants; or the authority for any consent given or other action taken by DTC as the holder of Series 2012 Warrants. The Paying Agent shall pay all principal of and premium, if any, and interest on the Series 2012 Warrants only to Cede & Co., as nominee of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on such Series 2012 Warrants to the extent of the sum or sums so paid. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co. and direction to effect such change on the registry books maintained by the Paying Agent, the term "Cede & Co." in this ordinance shall refer to such new nominee of DTC.

In the event the City determines that it is in the best interest of the beneficial owners of the Series 2012 Warrants that they be able to obtain warrant certificates, the City may notify DTC and the Paying Agent of the availability through DTC of warrant certificates. In such event, the Paying Agent shall issue, transfer and exchange warrant certificates as requested by DTC and any other holders of Series 2012 Warrants in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series 2012 Warrants at any time by giving notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City and the Paying Agent shall be obligated to deliver warrant certificates as described in this ordinance. In the event warrant certificates are issued to holders of the Series 2012 Warrants other than DTC, the provisions of Sections 12 and 13 of this ordinance shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the City and the Paying Agent to do so, the City and the Paying Agent will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate

certificates evidencing the Series 2012 Warrants to any DTC participant having Series 2012 Warrants credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2012 Warrants.

Notwithstanding any other provision of this ordinance to the contrary, so long as any Series 2012 Warrant is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Series 2012 Warrant and all notices with respect to such Series 2012 Warrant shall be made and given to DTC as provided in the Representation Letter to be signed by the City and the Paying Agent on or prior to the date of issuance and delivery of the Series 2012 Warrants and accepted by DTC. Without limitation of the foregoing, so long as any Series 2012 Warrant is registered in the name of Cede & Co., as nominee of DTC, the Paying Agent shall send a copy of any notice of redemption by overnight delivery not less than thirty (30) days before the redemption date to DTC, but such mailing shall not be a condition precedent to such redemption and failure to so mail any such notice (or failure of DTC to advise any DTC participant, or any DTC participant to notify the beneficial owner, of any such notice or its content or effect) shall not affect the validity of the proceedings for the redemption of the Series 2012 Warrants.

In connection with any notice or other communication to be provided to holders of the Series 2012 Warrants pursuant to this ordinance by the City or the Paying Agent with respect to any consent or other action to be taken by holders of the Series 2012 Warrants, so long as any Series 2012 Warrant is registered in the name of Cede & Co., as nominee of DTC, the City or the Paying Agent, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

In the event of any inconsistency between the provisions of this section and any other provision of this ordinance or the forms of Series 2012 Warrants, the provisions of this section shall govern so long as warrant certificates have not been issued to the holders of the Series 2012 Warrants other than DTC in accordance with paragraph (c) of this section.

Registration and Transfer of Series 2012 Warrants. All the Series 2012 Warrants shall be registered as to both principal and interest, and shall be transferable only on the registry books of the Paying Agent. The Paying Agent shall be the registrar and transfer agent of the City and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Series 2012 Warrants as are presented for those purposes, all in the manner and to the extent hereinafter specified.

No transfer of a Series 2012 Warrant shall be valid hereunder except upon presentation and surrender of such Series 2012 Warrant at the office of the Paying Agent with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Paying Agent, whereupon the City shall execute, and the Paying Agent shall register and deliver to the transferee, a new Series 2012 Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name a Series 2012 Warrant is registered on the books of the Paying Agent shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made.

Each named payee of any of the Series 2012 Warrants by receiving or accepting such Series 2012 Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Paying Agent are concerned, the Series 2012 Warrants may be transferred only in accordance with the provisions of this ordinance.

The Paying Agent shall not be required to register or transfer any Series 2012 Warrant during the period commencing after May 15 or November 15 in any year and ending on the then next succeeding June 1 or December 1, respectively; and if any Series 2012 Warrant is duly called for redemption and payment (in whole or in part), the Paying Agent shall not be required to register or transfer such Series 2012 Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

Exchange of Series 2012 Warrants. Upon the request of the registered holder of any of the Series 2012 Warrants, the City shall execute, and the Paying Agent shall register and deliver, upon surrender to the Paying Agent of any Series 2012 Warrant or Series 2012 Warrants in exchange thereof, a Series 2012 Warrant or Series 2012 Warrants in the denomination of \$5,000 or any other integral multiple of \$5,000 of the same series, maturity and interest rate and together aggregating the same principal amount as the then unpaid principal of the Series 2012 Warrant or Series 2012 Warrants so surrendered, all as may be requested by the person surrendering such Series 2012 Warrant or Series 2012 Warrants.

The registration, transfer and exchange of Series 2012 Warrants (other than pursuant to Section 17 hereof) shall be without expense to the payee thereof or any transferee thereof. In every case involving any transfer, registration or exchange, such named payee shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange.

Accrual of Interest on Series 2012 Warrants. All Series 2012 Warrants issued prior to December 1, 2012, in exchange for Series 2012 Warrants initially delivered hereunder, shall bear interest from November 1, 2012 and all Series 2012 Warrants issued on or after December 1, 2012, shall bear interest from the December 1 or June 1, as the case may be, next preceding the date of its issuance and delivery unless (1) such date of delivery is an December 1 or June 1, in which event such Series 2012 Warrant shall bear interest from the date of its issuance and delivery, or (2) at the time of such delivery the City is in default in the payment of interest on the Series 2012 Warrant in lieu of which such new Series 2012 Warrant is issued, in which event such new Series 2012 Warrant shall bear interest from the last interest payment date to which interest has previously been paid. The preceding provision shall be construed to the end that the issuance of a Series 2012 Warrant shall not affect any gain or loss in interest to the named payee thereof.

Persons to Whom Payment of Interest on Series 2012 Warrants is to be Made. Interest on the Series 2012 Warrants shall be payable in lawful money of the United States of America by check or draft mailed by the Paying Agent to the respective named payees of the Series 2012 Warrants at their respective addresses shown on the registry books of the Paying Agent pertaining to the Series 2012 Warrants. Overdue interest shall be paid by check or draft mailed by the Paying Agent to the respective named payees of the Series 2012 Warrants on the date upon which any such overdue interest shall be

paid. Payment of interest in the manner described in this paragraph to the respective named payees of the Series 2012 Warrants on the overdue interest payment date shall fully discharge and satisfy all liability for the same.

Persons Deemed Owners of Series 2012 Warrants. The City and the Paying Agent may deem and treat the person in whose name a Series 2012 Warrant is registered on the registry books of the Paying Agent 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 a Series 2012 Warrant is registered, shall to the extent thereof fully discharge and satisfy all liability for the same.

Replacement of Mutilated, Lost, Stolen or Destroyed Series 2012 Warrants. In the event any Series 2012 Warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new Series 2012 Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2012 Warrant, such Series 2012 Warrant is first surrendered to the City and the Paying Agent, and (b) in the case of any such lost, stolen or destroyed Series 2012 Warrant, there is first furnished to the City and the Paying Agent evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the named payee with the expense of issuing any such new Series 2012 Warrant.

Series 2012 Warrants Payable at Par. Each bank at which the Series 2012 Warrants shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be considered to have agreed thereby with the holders of the Series 2012 Warrants that all payments made by it of the Series 2012 Warrants shall be made in bankable funds at par and without deduction for exchange, fees or expenses. The City agrees with the holders of the Series 2012 Warrants that it will pay all charges for exchange, fees or expenses which may be made by any such bank in the making of payments in bankable funds of the Series 2012 Warrants.

Sale of Series 2012 Warrants. The Series 2012 Warrants will be purchased by Merchant Capital, L.L.C. (the "Underwriter") at a purchase price of \$5,072,496.25 (which reflects an Underwriter's discount of \$50,600.00 and an issue premium of \$63,096.25) plus accrued interest thereon from October 1, 2012, to the date of their delivery. The Underwriter is obligated to purchase and pay for all the Series 2012 Warrants in cash. The execution and delivery by the Mayor of the warrant purchase contract with the Underwriter in the form submitted to the Council at the meeting at which this ordinance is adopted (a copy of which shall be preserved in the permanent records of the City pertaining to the said meeting) is hereby authorized, approved and ratified. The Series 2012 Warrants shall be initially registered in the name of the Underwriter or in the names of such other persons, firms or corporations as may be designated by the Underwriter prior to the time of delivery of the Series 2012 Warrants. The Mayor of the City is hereby authorized and directed to deliver the Series 2012 Warrants to the Underwriter upon payment to the City of the purchase price of the Series 2012 Warrants.

Use of Proceeds from Sale of Series 2012 Warrants.

Proceeds of the Series 2012-A Warrants. The entire proceeds derived from the sale of the Series 2012-A Warrants shall be applied as follows:

that part of the said proceeds that represents accrued interest on the Series 2012-A Warrants from their date to the date of payment for the Series 2012-A Warrants shall be deposited into the Series 2012-A Warrant Fund and shall be applied for payment of the interest that will come due with respect to the Series 2012-A Warrants on December 1, 2012;

the sum of \$5,025,000 shall be paid to The Bank of New York Mellon Trust Company, N.A., as paying agent for the Series 2004 Warrants (formerly The Bank of New York Trust Company, N.A.), to refund, pay off, redeem and retire the Refunded Series 2004 Warrants; and

the balance of said proceeds shall be deposited into the Series 2012 Costs of Issuance Fund hereinafter referred to and shall be applied to pay a portion of the expenses of sale and issuance of the Series 2012-A Warrants (including, without limitation, the legal, fiscal and recording fees and expenses incurred in connection therewith, the fees and disbursements of bond counsel and the City's attorneys, the initial charge of the Paying Agent under this ordinance, the costs of printing and mailing the Preliminary Official Statement and the Official Statement, the fees and expenses of obtaining ratings from rating agencies, any premium for a bond insurance policy, expenses incurred in conducting the closing of the sale of the Series 2012-A Warrants, and the fee of the CUSIP Service Bureau), and/or for any other purposes for which money may be borrowed under the Enabling Law.

There is hereby created a special trust fund, the name of which shall be the "City of Calera Series 2012 Costs of Issuance Fund" (herein called the "Series 2012 Costs of Issuance Fund"). The Paying Agent shall be the depository, custodian and disbursing agent for the Series 2012 Costs of Issuance Fund. Moneys in the Series 2012 Costs of Issuance Fund shall be paid out from time to time by the Paying Agent in accordance with such written instructions as may be given it by the Mayor or City Treasurer. The Mayor or City Treasurer may, at any time, create a special bank account of the City, designate any bank as a depository for said special account, and instruct the Paying Agent to pay any moneys that remain in the Series 2012 Costs of Issuance Fund to said depository bank. Moneys on deposit in said special account shall be used for any of the purposes for which moneys in the Series 2012 Costs of Issuance Fund are herein authorized or, to the extent not needed for such purposes, for other purposes for which moneys may be borrowed under the Enabling Law. The Mayor, the City Clerk, the City Treasurer and all other officers of the City and of the Council are hereby authorized and directed to execute and deliver all documents, and to take any and all other actions, necessary and appropriate to provide for the application of the proceeds of the Series 2012 Warrants.

Proceeds of the Series 2012-B Warrants. The entire proceeds derived from the sale of the Series 2012-B Warrants shall be applied as follows:

that part of the said proceeds that represents accrued interest on the Series

2012-B Warrants from their date to the date of payment for the Series 2012-B Warrants shall be deposited into the Series 2012-B Warrant Fund and shall be applied for payment of the interest that will come due with respect to the Series 2012-B Warrants on December 1, 2012; and

the balance of said proceeds shall be deposited into the Series 2012 Costs of Issuance Fund hereinafter referred to and shall be applied to pay a portion of the expenses of sale and issuance of the Series 2012 Warrants (including, without limitation, the legal, fiscal and recording fees and expenses incurred in connection therewith, the fees and disbursements of bond counsel and the City's attorneys, the initial charge of the Paying Agent under this ordinance, the costs of printing and mailing the Preliminary Official Statement and the Official Statement, the fees and expenses of obtaining ratings from rating agencies, any premium for a bond insurance policy, expenses incurred in conducting the closing of the sale of the Series 2012 Warrants, and the fee of the CUSIP Service Bureau), and/or for any other purposes for which money may be borrowed under the Enabling Law.

Authorization of Official Statement. The Council hereby approves and ratifies the actions taken by the Underwriter in connection with the preparation and distribution of a Preliminary Official Statement respecting the Series 2012 Warrants. The Council hereby approves an Official Statement respecting the Series 2012 Warrants (herein called the "Official Statement"), which will be in substantially the form of the Official Statement presented to the meeting at which this ordinance is adopted (which form shall be preserved in the permanent records of the City pertaining to the said meeting and which is hereby adopted in all respects as if the same were set out in full herein), with such changes, not inconsistent with the provisions hereof, as the Mayor of the City, acting with the advice of counsel to the City, shall determine to be necessary or desirable in order to reflect the pricing terms of the Series 2012 Warrants and the bond insurance obtained with respect thereto and to describe accurately the Series 2012 Warrants and all other aspects of the transactions authorized by this ordinance, the determination of the definitive form of the Official Statement by such officer to be conclusively established by his execution of the same. In evidence of the approval by the Council of the Official Statement, the Mayor is hereby authorized and directed to sign the Official Statement on behalf of the City and to deliver it to the Underwriter.

Defeasance of Series 2012 Warrants. The Series 2012 Warrants shall, for all purposes of this ordinance, be considered as fully paid if the Paying Agent shall be provided with each of the following:

a trust agreement between the City and the Paying Agent making provision for the retirement of such Series 2012 Warrants by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Series 2012 Warrants (including payment of the interest that will accrue thereon until and on the dates they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (1) Federal Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and

which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Series 2012 Warrants or (2) both cash and such Federal Securities which together will produce funds sufficient for such purpose, or (3) cash sufficient for such purpose; provided, however, that said trust agreement shall require all cash held on deposit in such trust fund to be kept continuously secured by holding on deposit as collateral security therefor Federal Securities having a market value at least equal at all times to the amount to be secured thereby;

a certified copy of a duly adopted resolution or ordinance of the Council calling for redemption those of such Series 2012 Warrants that, according to said trust agreement, are to be redeemed prior to their respective maturities; and

a letter or certificate of a firm of certified public accountants or nationally recognized bond counsel stating that, if the principal of and the interest on the investments (if any) forming part of the trust fund provided for in the preceding subparagraph (a) are paid on the respective due dates of such principal and interest, said trust fund will produce funds sufficient to provide for the full payment and retirement of such Series 2012 Warrants.

Call of Refunded Series 2004 Warrants for Redemption. The City hereby calls the Refunded Series 2004 Warrants for redemption on December 1, 2012, and will redeem and pay the Refunded Series 2004 Warrants on that date, at and for a redemption price equal to the par or face amount of each such Refunded Series 2004 Warrants redeemed plus accrued interest to December 1, 2012. The Council hereby authorizes and directs The Bank of New York Mellon Trust Company, N.A. to take on behalf of the City all actions required to effect the redemption of the aforesaid Refunded Series 2004 Warrants on December 1, 2012, including, without limitation, the mailing of notices of such redemption to the registered holders of such Refunded Series 2004 Warrants in the manner required by the ordinance of the City under which the Refunded Series 2004 Warrants and were issued.

Tax Covenants. The City warrants that the interest on the Series 2012-A Warrants is and will continue to be excludable from the gross income of the recipients thereof under federal income tax law in effect as of the date of issuance of the Series 2012-A Warrants. The City covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Series 2012-A Warrants under Section 103 of the Code. The City will not directly or indirectly use or permit the use of any proceeds of the Series 2012-A Warrants or any other funds of the City or take or omit to take any action that would cause the Series 2012-A Warrants to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2012-A Warrants. Without limiting the generality of the foregoing, the City covenants that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Series 2012-A Warrants from time to time. This covenant shall survive payment in full or defeasance of the Series 2012-A Warrants.

Series 2012-A Warrants Designated as Qualified Tax-exempt Obligations. The City does hereby find and determine that the reasonably anticipated amount of tax-exempt obligations which will be issued by the City and all subordinate entities thereof during the current calendar year, namely the 2012 calendar year, does not exceed \$10,000,000. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986 the City does hereby designate the Series 2012-A Warrants as "qualified tax-exempt obligations" for purposes of said Section 265(b)(3) of the Internal Revenue Code of 1986.

Authorization of Related Documents and Actions. The Mayor of the City, the City Clerk, the City Treasurer and all other officers of the City and of the Council are hereby authorized and directed to execute, deliver, seal and attest such other agreements, undertakings, documents and certificates (including, without limitation, a so-called "No-Arbitrage Certificate" with respect to the Series 2012-A Warrants and a so-called "Continuing Disclosure Undertaking" with respect to the Series 2012 Warrants) and to take such other actions on behalf of the City as may be necessary to consummate the issuance and sale of the Series 2012 Warrants and to carry out fully the transactions contemplated by this ordinance.

Provisions Constitute Contract. The provisions of this ordinance shall constitute a contract between the City and the holders of the Series 2012 Warrants.

Provisions of Ordinance Severable. The various provisions of this ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other portion of this ordinance.

ADOPTED AND APPROVED this 15th day of October, 2012.

Mayor

Authenticated:

City Clerk

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

AYES: Montgomery, Roberson, Bradshaw, Graham, Bunn, Phillips
NAYS: None

The Mayor of the City thereupon declared that the motion for unanimous consent for immediate

consideration of and action on said ordinance had been unanimously carried. Councilmember Phillips moved that said ordinance be adopted, which motion was seconded by Councilmember Roberson and, upon said motion being put to vote, the following vote was recorded:

AYES: Montgomery, Roberson, Bradshaw, Graham, Bunn, Phillips
NAYS: None

Mayor Graham thereupon announced that the motion for adoption of said ordinance had been carried.

* * *

Roy Hadaway, Finance Director requested approval for Reid Cavnar, Merchant Capital to move forward with refinancing the Publix Bonds. These bonds should close after the first of the year.

Council Member Bradshaw made a motion allowing Reid Cavnar, Merchant Capital to move forward with refinancing the Publix Bonds. Council Member Bunn seconded said motion which was carried unanimously.

Sean Lemley, Police Chief presented the attached Shelby County Law Enforcement Mutual Aid Agreement for approval. (See Attached)

Council Member Phillips made a motion to grant Chief Lemley approval to enter into the Mutual Aid Agreement with Shelby County Law Enforcement. Council Member Bradshaw seconded said motion which was carried unanimously.

Doug Smedley, Sewer Operations presented the following Resolutions for approval.

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2012-27

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

Resolved that the City of Calera informs the Department of Environmental Management that the following actions were taken by Calera City Council.

1. Reviewed the MWPP Annual Report which is attached to this resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a) Continue to operate and maintain the Buxahatchee Pollution Control Plant to its highest standards while looking for and eliminating sources of inflow and infiltration.

Council Member Bunn moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2012-27. Council Member Phillips seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Roberson, Bradshaw, Graham, Bunn, Phillips

NAYS: None

Council Member Bunn moved that Resolution No. R-2012-27 be adopted. Council Member Phillips seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Roberson, Bradshaw, Graham, Bunn, Phillips

NAYS: None

Mayor Graham declared Resolution No. R-2012-27 adopted.

Adopted this 15th day of October, 2012.

Jon G. Graham, Mayor

ATTEST:

Connie Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2012-28

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

Resolved that the City of Calera informs the Department of Environmental Management that the following actions were taken by Calera City Council.

3. Reviewed the MWPP Annual Report which is attached to this resolution.
4. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:

- (b) Continue to operate and maintain the Camp Branch Water Reclamation Plant while maintaining its highest water treatment standards.

Council Member Phillips moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2012-28. Council Member Bunn seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Roberson, Bradshaw, Graham, Bunn, Phillips

NAYS: None

Council Member Phillips moved that Resolution No. R-2012-28 be adopted. Council Member Bunn seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Roberson, Bradshaw, Graham, Bunn, Phillips

NAYS: None

Mayor Graham declared Resolution No. R-2012-28 adopted.

Adopted this 15th day of October, 2012.

Jon G. Graham, Mayor

ATTEST:

Connie Payton, City Clerk

Matt Worthen, IT Manager thanked David Bradshaw for his help in trying to get DSL service to the Senior Building.

COUNCIL MEMBER REPORTS:

Council Member Roberson thanked the Department Heads, Mayor and Council for helping him as he served these past eight years. Mr. Roberson stated it has been an honor and privilege to serve the Citizens of Calera. Congratulations to the newly elected Council Members and the current Mayor and Council Members.

Council Member Bunn requested David Jones, Public Works Director, Chris Pappas, City Engineer or Sean Lemley, Police Chief speak with Highway Director Gray Ray concerning traffic control during future construction projects. Would it be possible for the state to alter their construction times during heaving traffic hours?

Council Member Phillips thanked Doug Smedley, Sewer Operations and his staff for their hard work to keep our treatment plants in compliance.

MAYOR REPORT:

Mayor Graham thanked Council Member Roberson for his service to the City of Calera. Mayor Graham stated it had been a privilege to work alongside Council Member Roberson.

OLD BUSINESS:

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2012-25

Be it resolved by the Mayor and Council of the City of Calera, Alabama as follows;

WHEREAS, the Calera City Council hereby amends the “Pay Grade Classification Plan” by adding the following job description:

**City of Calera
JOB DESCRIPTION**

Job Title: Parks and Recreation Director

Department: Parks and Recreation

FLSA: Grade: 11B

Job Description Prepared: September 2012

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Mayor

Subordinate Staff: Parks and Recreation Staff

Other Internal Contacts: City Departments

External Contacts: Athletic Associations; Local Agencies; Schools

Job Summary

Under the supervision of the Mayor, the employee directs the activities of the athletic programs of Parks and Recreation. Employee supervises staff, directs the planning and scheduling of sport activities, oversees concession stand operations, and creates forms for registration. This position will work nonstandard work hours and will involve nights and weekends.

Overview

To accept responsibility for implementing and enforcing department policies and procedures in all areas of operation. To supervise all assigned personnel. Employee will act as liaison between the government body of the City of Calera and the programs and events offered through the Calera Park and Recreation System.

Job Domains

A. Supervision

1. Supervises and directs staff.
2. Interviews, Assist hires, trains and evaluates staff.
3. Receives, counsels, and resolves employee concerns or complaints.
4. Counsels subordinates regarding disciplinary problems; prepares appropriate documentation and recommends disciplinary action.
5. Responsible for preparation of business unit annual budget.

B. Athletic Operations

1. Directs the planning, scheduling, and supervision of recreational, athletic and sport activities.
2. Coordinates program schedules, sports fields' maintenance and cleaning of athletic facilities.
3. Plans, schedules, and supervises activities or programs held at facilities.
4. Establishes fundraising events to enhance athletic programs.
5. Projects future needs of operating facilities, i.e. additions, upgrades, materials, equipment, supplies.
6. Works with Park Employees on special projects.
7. Responsible for securing outside vendors and contract instructors.
8. Maintains appropriate records and prepares weekly, monthly, and requested financial reports.
9. Responsible for preparing and managing cost center budget and achieving revenue goals; ensures proper collection and deposits of all money for programs, activities, leagues, etc.
10. Provides the public with information about recreational programs; registers participants for athletic events; assists in maintaining the registration filing system.
11. Receives fees, registration forms, and rosters for leagues.
12. Distributes equipment such as bases, balls, water cooler, and safety equipment; ensures proper use and return of equipment.
13. Assists in resolving participant complaints by recording complaints and referring to appropriate source; settles disputes arising between participants.
14. Completes discipline/injury report forms as needed; disciplines participants in

- accordance with policy guidelines; handles initial protests and forwards them on to the Mayor.
15. Creates forms for registration, cost packages for use of facilities, and scholarship applications.
 16. Verifies field dimensions; ensures fields are lined appropriately.
 17. Conducts coach's clinic.
 18. Oversees and verifies coach background checks and evaluations.
 19. Responsible for overseeing concession stand operations, staffing, and ordering supplies.

C. Executive Duties

1. Work with the Boards of each program to organize, promote and operate the programs in an efficient manner. Make each program available to as many children / citizens as possible.
2. Work with the Boards of each program to bring the best in coaching, teaching, and management to all facets of each program.
3. Monitor and audit all operational practices of each program.
4. Promote each program as a representative to all associations, leagues, etc. Be active in all such associations and leagues.
5. Establish programs, events and opportunities to meet the current and future recreational needs of the City of Calera's citizens of all ages.
6. Solicit wholesome events and programs to the Calera park system. These programs should be for the citizens interested in both structured and casual events.
7. Be an active member, participate and partner in groups that might offer events that enhances our parks or offer benefits to our citizens.
8. Provide administrative director and coordination of all phases of departmental operations.
9. Oversee and direct long and short range planning to meet community needs
10. Recommend and establish priorities to provide park and recreation service in an economical and efficient manner.
11. Develop and oversee the marketing and image plan of the park and recreation department.
12. Represent the department at public meetings and through appropriate media sources.
13. Prepares budgets and writes grants

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. Knowledge of the basic rules of athletic programs and leagues.
2. Knowledge of basic PC skills and Microsoft applications.
3. Oral and written skills to effectively communicate with co-workers, supervisors, and the general public.
4. Customer service skills to effectively satisfy the needs of the public.

5. Ability to supervise and manage other employees.
6. Public relation skills to promote athletic programs.
7. Ability to lift and carry moderately heavy items.
8. Ability to operate field dragging equipment.
9. Ability to use various types of office equipment including multi-line telephone, copier, computer, laminator, etc.

Minimum Qualifications

1. Possess a high school diploma or equivalent.
2. Minimum 5 years of experience in mid to upper level management.
3. Possess a current and valid Alabama driver's license

Preferred Qualifications

1. BS degree or 10 years of experience in mid to upper level management.
2. 10 Years of experience in sports organization and administration.

Work Environment

The work involves moderate risks or discomforts which require special safety precautions, e.g., working around moving parts, carts, or machines; with contagious diseases or irritant chemicals, etc. Employees may be required to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves or shields.

Physical Demands

The work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting moderately heavy items such as record boxes. The work may require specific, but common, physical characteristics and abilities such as above-average agility and dexterity.

The Mayor declared said motion first reading was on October 1, 2012.

Council Member Bradshaw moved that Resolution No. R-2012-25 be adopted. Council Member Phillips seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Roberson, Bradshaw, Graham, Bunn, Phillips

NAYS: None

Mayor Graham declared Resolution No. R-2012-25 adopted.

Adopted this 15th day of October, 2012.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

NEW BUSINESS:

None

GUESTS:

Rebecca Krueger, Co-Coordinator of the Calera Acts of Kindness thanked the Mayor and Council for allowing their organization to use the Historic Calera Presbyterian Church, GED Building and Calera Community Center during the recent Fall Clothing Giveaway. Approximately 1200 people were served by the Fall Clothing Giveaway on September 29, 2012.

Mrs. Krueger on behalf of the AOK Calera Acts of Kindness requested approval to use the Community Center on November 11, 2012. The organization also requested to reserve the Historic Calera Presbyterian Church and Calera Community Center for the following dates for the Spring 2013 Giveaway:

Historic Calera Presbyterian Church - Friday, February 15, 2013 – Saturday, March 2, 2013
Community Center – Sunday, February 17, 2013 – Saturday, March 1, 2013

Council Member Roberson made a motion to allow AOK Calera Acts of Kindness use of the Calera Community Center free of charge on November 11, 2012. Council Member Bradshaw seconded said motion which was carried unanimously.

Council Member Bunn made a motion to allow AOK Calera Acts of Kindness use of the Calera Community Center and the Historic Calera Presbyterian Church for the Spring 2013 Giveaway. Council Member Phillips seconded said motion which was carried unanimously.

The Mayor and Council Members recognized Brian Copes, Pre-Engineering Teacher from Calera High School on his recent accomplishment of being named “People” Magazine Teacher of the Year. Mr. Copes is changing the lives of his students.

There being no further business, Council Member Roberson made a motion to adjourn the

meeting at 7:16 p.m.

Approved this 5th day of November, 2012.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk