



CITY OF BOAZ
Council Meeting Agenda
June 26, 2023
Boaz Senior Center – 6:00 PM

- I. Call to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Would anyone like to speak under Public Comments?
- V. Adoption of Agenda
- VI. Reading and/or Approval of Minutes of Previous Council Meeting
 1. Adopt the minutes of the Special Called Council Meeting dated June 9, 2023 and the Work Session and Council Meeting dated June 12, 2023.
- VII. Public Hearings
 1. A public hearing to hear a request from Brett Keller. Mr. Keller is seeking to rezone property located at 465 Gold Kist Street St. From R-1 (Low Density Detached Residential District) to R-3 (High Density Single-Family Residential District). Mr. Keller seeks to build a duplex on the property.
 2. A public hearing to discuss an amendment of section 11.02.03 Procedure of the Boaz Zoning Ordinance no. 2021-1154, as follows:

Section 11.02.03 amended to add section (3) which provides as follows:

 3. Upon receipt of a negative recommendation from the Commission, the Council review process may be initiated at the request of the Applicant. Any owner of adjoining property may also request the Council review process of any positive recommendation upon which the appealing adjoining property owner objected at the Commission hearing or in writing prior to the Commission hearing. An appeal shall be submitted in writing, on any form prescribed for that purpose by the City and accompanied by the required fee, and shall state the decision appealed from, the facts and basis for the appeal, and the relief or action sought. No fee is required where an appeal is filed by the Building Official or other public official in pursuance of his/her official duties. For Commission decisions taken after May 1, 2023, all Commission decision appeals to the Council shall be filed within ten (10) calendar days following the decision that is being appealed. The time will extend to the next business day when the tenth day falls on a day the City is not open for business. For Commission decisions prior to May, 2023, all appeals must be filed within six (6) months of the decision appealed from. The timely filing of an appeal shall stay the operation of the decision of the Commission. The Council will conduct a public hearing on all appeals where a public hearing was held prior to the decision being appealed from. Notice shall be given

of the proposed hearing in the same manner as was required for the decision being appealed.

VIII. New Business

1. Accounts Payable - Approve the accounts payable voucher dated June 9, 2023 through June 15, 2023 totaling \$247,094.34.
2. Adopt the updated job description for Personnel Director.
3. Adopt the updated Boaz Correctional Facility Standard Operating Procedures.
4. Adopt the updated Boaz Police Department Standard Operating Procedures.
5. Introduce Ordinance No. 2023-1175 to rezone the property located at 465 Gold Kist Street Boaz, Alabama 35957 from R-1 (Low Density Detached Residential District) to R-3 (High Density Single-Family Residential District).
6. Introduce Ordinance No. 2023-1176 amending Section 11.02.03 Procedure of the Zoning Ordinance of the City of Boaz, Alabama to add section (3) which provides as follows:

3. Upon receipt of a negative recommendation from the Commission, the Council review process may be initiated at the request of the Applicant. Any owner of adjoining property may also request the Council review process of any positive recommendation upon which the appealing adjoining property owner objected at the Commission hearing or in writing prior to the Commission hearing. An appeal shall be submitted in writing, on any form prescribed for that purpose by the City and accompanied by the required fee, and shall state the decision appealed from, the facts and basis for the appeal, and the relief or action sought. No fee is required where an appeal is filed by the Building Official or other public official in pursuance of his/her official duties. For Commission decisions taken after May 1, 2023, all Commission decision appeals to the Council shall be filed within ten (10) calendar days following the decision that is being appealed. The time will extend to the next business day when the tenth day falls on a day the City is not open for business. For Commission decisions prior to May, 2023, all appeals must be filed within six (6) months of the decision appealed from. The timely filing of an appeal shall stay the operation of the decision of the Commission. The Council will conduct a public hearing on all appeals where a public hearing was held prior to the decision being appealed from. Notice shall be given of the proposed hearing in the same manner as was required for the decision being appealed.

IX. Public Comments

X. Mayor's Comments

1. The next Council Meeting will be July 10, 2023.

XI. Adjourn



CITY OF BOAZ
Special Called Council Meeting Minutes
June 09, 2023
City Hall – 8:00 AM

I. Call to Order

Mayor Dyar called the meeting to order at 8:00 A.M.

PRESENT

- Mayor David Dyar
- Council Member David Ellis
- Council Member Johnny Willis
- Council Member Mike Matthews

ABSENT

- Council Member Josh Greer
- Council Member Jeff Sims

II. Invocation

Mayor Dyar gave the Invocation.

III. Pledge of Allegiance

Council Member Ellis led the Pledge of Allegiance.

IV. Would anyone like to speak under Public Comments?

Mayor Dyar asked if anyone would like to speak under Public Comments. There was no response.

V. Adoption of Agenda

Motion made by Council Member Ellis, Seconded by Council Member Willis.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Matthews

VI. New Business

Matt Adams with Raymond James gave an overview of the bond issue. The City received a blended rate of 4.26%.

1. Introduce Ordinance No. 2023-1172 authorizing the issuance of \$10,015,000 General Obligation Warrants, Series 2023-A.

Motion made by Council Member Ellis to suspend the rules and regulations, Seconded by Council Member Matthews.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Matthews

Motion made by Council Member Willis to adopt Ordinance No. 2023-1172, Seconded by Council Member Ellis.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Matthews

2. Introduce Ordinance No. 2023-1173 authorizing the issuance of \$1,030,000 General Obligation Warrants (Federally Taxable), Series 2023-B.

Motion made by Council Member Ellis to suspend the rules and regulations, Seconded by Council Member Matthews.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Matthews

Motion made by Council Member Matthews to adopt Ordinance No. 2023-1173, Seconded by Council Member Willis.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Matthews

3. Introduce Ordinance No. 2023-1174 authorizing the Amendment of Use of Proceeds from the City's General Obligation Warrants, Series 2020, and the Execution and Delivery of a First Amendment to Tax Certificate and Agreement.

Motion made by Council Member Ellis to suspend the rules and regulations, Seconded by Council Member Willis.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Matthews

Motion made by Council Member Ellis to adopt Ordinance No. 2023-1174, Seconded by Council Member Matthews.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Matthews

VII. Mayor's Comments

1. The next Council Meeting will be June 12, 2023.

Mayor Dyar announced the next Council Meeting will be June 12, 2023.

VIII. Adjourn

The meeting adjourned at 8:13 A.M.

Motion made by Council Member Ellis, Seconded by Council Member Matthews.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Matthews

David Dyar
Mayor

ATTEST:

Beth Stephens
City Clerk/Treasurer

**EXCERPTS FROM THE MINUTES OF
A SPECIAL MEETING OF THE GOVERNING BODY OF THE CITY OF BOAZ**

The governing body (the “City Council”) of the City of Boaz, Alabama (the “Municipality”) met in special public session at Boaz City Hall located at 112 North Broad Street, Boaz, Alabama, at 8:00 a.m. on Friday, June 9, 2023.

The meeting was called to order by Mayor David Dyar, and the roll was called with the following results of members:

Present: David Ellis
Johnny Willis
Mike Matthews

Absent: Jeff Sims
Josh Greer

The Mayor stated that due notice of the date, time, place and purpose of this special meeting had been (a) given in the manner provided by law by the posting thereof in a conspicuous place at Boaz City Hall, Boaz Public Library, Boaz Water Board, and Boaz Gas Board (being the four locations where the Municipality typically posts notices of special meetings) on May 31, 2023, and remained so posted until the meeting occurred and (b) delivered to all members of the City Council.

The Mayor stated that a quorum was present and the meeting was open for the transaction of business.

* * *

Thereupon, the following ordinances were introduced in writing:

* * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

MINUTES APPROVED:

[Signature]
David Dyar, Mayor

Josh Greer, Councilmember

[Signature]
Johnny Willis, Councilmember

Jeff Sims, Councilmember

[Signature]
David Ellis, Councilmember

[Signature]
Mike Matthews, Councilmember



Attest: *[Signature]*
Beth Stephens, City Clerk

STATE OF ALABAMA

MARSHALL COUNTY

CERTIFICATE OF CITY CLERK

I, the undersigned, duly appointed, qualified and acting City Clerk of the City of Boaz, Alabama (the "Municipality"), do hereby certify that (a) attached pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a special meeting of the governing body of the Municipality duly held on June 9, 2023, the original of which is on file and of record in the minute book of the Municipality in my custody; (b) the ordinances set forth in such excerpts are each a complete, verbatim and compared copy of such ordinances as introduced and adopted by the governing body of the Municipality on such date; and (c) notice of said special meeting, in the form attached hereto, was given as provided by law by posting in a conspicuous place the foregoing notice at Boaz City Hall, the Boaz Public Library, the Boaz Water Board, and Boaz Gas Board (being the normal four locations where the Municipality posts notices of special meetings) on May 31, 2023, and remained so posted until the meeting occurred.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk of the City of Boaz and have affixed the official seal of the Municipality, this 27th day of June, 2023.

Beth Stephens

Beth Stephens, City Clerk of Boaz, Alabama



NOTICE OF SPECIAL MEETING OF BOAZ CITY COUNCIL

The governing body (the “City Council”) of the City of Boaz, Alabama (the “Municipality”) will convene in a special meeting on **Friday, June 9, 2023, at 8:00 a.m.** (central time) at **Boaz City Hall, 112 North Broad Street, Boaz, Alabama**. At said special meeting the City Council will consider the following the items of business: (i) an ordinance authorizing the issuance by the Municipality of its \$11,500,000 maximum aggregate principal amount General Obligation Warrants, Series 2023-A, to finance capital improvements and pay costs of issuance, and the execution and delivery of various financing documents in connection therewith; (ii) an ordinance authorizing the issuance by the Municipality of its \$1,500,000 maximum aggregate principal amount General Obligation Warrants (Federally Taxable), Series 2023-B, to finance capital improvements and pay costs of issuance, and the execution and delivery of various financing documents in connection therewith; (iii) an ordinance authorizing a First Amendment to the Tax Certificate and Agreement dated as of September 17, 2020, entered into by the Municipality simultaneously with the issuance of its General Obligation Warrants, Series 2020, dated September 17, 2020, and (iv) conducting such other business as may properly come before the Municipality.

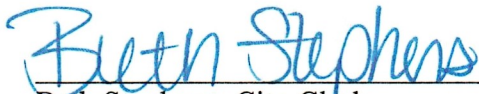
The special meeting is open to the public and all interested persons are invited to attend.

This Notice of Special Meeting is being posted May 31, 2023 at Boaz City Hall, Boaz Public Library, Boaz Water Board, and Boaz Gas Board (being the normal locations where notices of special meetings are posted).

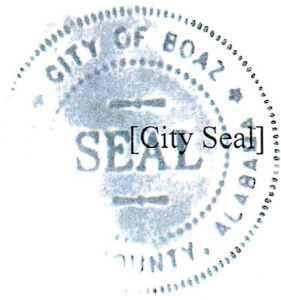
CERTIFICATE OF CITY CLERK

I, BETH STEPHENS, in my capacity as City Clerk of the City of Boaz, Alabama (the “Municipality”) hereby certify that (i) the attached Ordinance Number 2023-1172 was adopted at a special meeting of the governing body of the Municipality held on June 9, 2023, at which a quorum was present; (ii) notice of said meeting was posted at least seven (7) days in advance of said meeting in the place and in the manner typically utilized by the Municipality to provide public notice for special meetings; (iii) all members of the governing body of the Municipality were provided with notice of said special meeting and attended said special meeting; (iv) all members of the governing body of the Municipality present at said meeting unanimously voted to suspend the rules so that the Ordinance Number 2023-1172 could be introduced and voted on at the same meeting; and (vi) the attached Ordinance Number 2023-1172 was unanimously adopted by all members of the governing body of the Municipality present at said meeting; and (vii) said Ordinance Number 2023-1172 has not been amended, revoked or withdrawn since the date of its adoption.

Dated this 27th day of June, 2023.



Beth Stephens, City Clerk
City of Boaz, Alabama



ORDINANCE NO. 2023-1172

**An Ordinance Authorizing the Issuance of
\$10,015,000 General Obligation Warrants, Series 2023-A**

**Adopted by
the City Council of
Boaz, Alabama**

**on
June 9, 2023**

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ORDINANCE NO. 2023-1172

**An Ordinance Authorizing the Issuance of
\$10,015,000 General Obligation Warrants, Series 2023-A**

BE IT ORDAINED BY THE GOVERNING BODY OF BOAZ, ALABAMA, as follows:

ARTICLE 1

Definitions

SECTION 1.1 Definitions and Use of Phrases

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

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

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

“**Authorized Denominations**” means \$5,000 or any multiple thereof.

“**Authorized Representative of the Issuer**” means the Mayor, the City Clerk, or any other officer of the Issuer authorized by resolution or ordinance of its governing body to act as an Authorized Representative of the Issuer for purposes of this Authorizing Ordinance.

“**Authorizing Ordinance**” refers to this Ordinance adopted by the governing body of the Issuer on June 9, 2023.

“**Book Entry System**” means the electronic system maintained by DTC for the ownership, transfer, exchange and payment of debt obligations.

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which banking institutions are required or authorized to close in the city where the Office of the Paying Agent is located.

“**Capital Improvements**” means the facilities to be acquired and constructed with the proceeds of the Warrants, more particularly described in *Section 2.1*, as amended from time to time pursuant to *Section 7.1*.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement entered into by the Issuer in connection with the issuance of the Warrants pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

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

“**Defaulted Interest**” shall have the meaning stated in *Section 3.5(l)*.

“**DTC**” means The Depository Trust Company and its successors and assigns.

“**Enabling Law**” collectively refers to Section 94.01 of the Recompiled Constitution of Alabama of 1901, as may be amended from time to time.

“**Favorable Tax Opinion**” means an Opinion of Counsel stating in effect that the proposed action, together with any other changes with respect to the Warrants made or to be made in connection with such action, will not cause interest on the Warrants to become includible in gross income of the Warrantholders for purposes of federal income taxation.

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

“**Fitch**” means Fitch Ratings, Inc.

“**Insurer**” shall mean Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

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

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Issuer**” means the City of Boaz, Alabama, a political subdivision of the State of Alabama.

“**Maturity Date**”, when used with respect to any Warrant, means the date specified herein and in such Warrant as the date on which the principal of such Warrant is due and payable.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Office of the Paying Agent**” means the office of the Paying Agent where it performs its duties as Paying Agent under this Authorizing Ordinance.

“**Opinion of Counsel**” means an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this Authorizing Ordinance, the attorney or attorneys rendering such opinion may be counsel for the Issuer, including counsel in the full-time employment of the Issuer.

“**Original Purchaser**” means the original purchaser of the Warrants from the Issuer identified in *Section 6.1*.

“**Outstanding**” when used with respect to Warrants means, as of the date of determination, all Warrants authenticated and delivered under this Authorizing Ordinance, except:

- (1) Warrants cancelled by the Paying Agent or delivered to the Paying Agent for cancellation,
- (2) Warrants for whose payment or redemption money in the necessary amount has been deposited with the Paying Agent for the Warrantholders of such Warrants, provided that, if

such Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Authorizing Ordinance or provision therefor satisfactory to the Paying Agent has been made; and

(3) Warrants in exchange for or in lieu of which other Warrants have been registered and delivered under this Authorizing Ordinance.

“**Paying Agent**” means the entity appointed pursuant to *Section 3.9* to serve as “Paying Agent” under this Authorizing Ordinance, until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Authorizing Ordinance, and thereafter “Paying Agent” means such successor.

“**Policy**” shall mean the Municipal Bond Insurance Policy issued by Insurer that guarantees the scheduled payment of principal of and interest on the Warrants when due.

“**Post-Default Rate**”, when used with respect to Debt Service on any Warrant, means a rate 200 basis points higher than the interest rate borne by such Warrant.

“**Qualified Investments**” means:

(1) Federal Securities,

(2) A certificate of deposit issued by, or other interest bearing deposit with, any bank subject to regulation by the United States of America or any state thereof (including without limitation the Paying Agent), provided that (i) the long-term debt obligations of such bank are rated investment grade or higher by any Rating Agency, (ii) such deposit is insured by the Federal Deposit Insurance Corporation or (iii) such deposit is secured pursuant to the Security for Alabama Funds Enhancement Act, Section 41-14A-1 et seq. of the Code of Alabama 1975, and

(3) Any other investment authorized by applicable law.

“**Rating Agency**” means Moody’s, S&P, Fitch and any other nationally recognized securities rating agency.

“**Regular Record Date**”, when used with respect to the payment of interest on any Warrant, means the date which is 15 calendar days before any date on which interest is due and payable on the Warrants.

“**S&P**” means S&P Global Ratings, a division of The McGraw-Hill Companies.

“**Security Documents**” shall mean the Authorizing Ordinance and/or any additional or supplemental document executed in connection with the Warrants.

“**Special Record Date**” for the payment of any Defaulted Interest on Warrants means the date fixed by the Paying Agent pursuant to *Section 3.5*.

“**Tax Certificate and Agreement**” means the Tax Certificate and Agreement entered into by the Issuer in connection with the issuance of the Warrants.

“**Tenor**”, when used to describe the distinguishing characteristics of a Warrant or group of Warrants, means the series designation, Maturity Date, interest rate and CUSIP number of such Warrant

or group of Warrants. Warrants of the same Tenor have the same series designation, Maturity Date, interest rate and CUSIP number.

“**Term Warrant**” means Warrants scheduled for mandatory redemption in accordance with the provisions of *Section 3.3(a)(2)*.

“**Warrant Fund**” means the fund established pursuant to *Section 5.1*.

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

“**Warrant Register**” means the register for the registration and transfer of Warrants maintained by the Issuer pursuant to *Section 3.5*.

“**Warrantholder**”, when used with respect to any Warrant, means (i) if the Book Entry System is not in effect, the person in whose name such Warrant is registered on the Warrant Register maintained by the Paying Agent, and (ii) if the Book Entry System is in effect, the beneficial owner of such Warrant on the records maintained pursuant to the Book Entry System.

“**Warrants**” means the Warrants issued pursuant to this Authorizing Ordinance.

ARTICLE 2

Representations and Warranties

SECTION 2.1 Findings, Representations and Warranties

The Issuer hereby finds, represents and warrants as follows:

(a) **Purpose of Warrants.** The Warrants are being issued for the purposes of financing (a) the acquisition, construction, and equipping of one or more of the following capital improvement projects being site grading, paving, utility relocation, new asphalt, parking lot lighting, sidewalks, decorative lighting, new roundabout and public road improvements to and from said roundabout, new pavilions, retention pond, fencing, curb and gutter (generally referred to as the “Boaz Commons Project”), new baseball/softball field improvements constituting redesign and repair and construction of pickleball courts (generally referred to as the “Recreational Improvements”), public road improvements, and/or other capital improvements (collectively the “Series 2023-A Improvements”); and (b) the costs of issuance.

(b) **Debt Limit.** Immediately after the issuance of the Warrants allocable to the City Equipment Improvements and Paving Improvements, the total indebtedness of the Issuer chargeable against the debt limitation for the Issuer prescribed by the Constitution of the State of Alabama will not be more than 20% of the assessed valuation of taxable property within the boundaries of the Issuer for the last fiscal year (ended September 30, 2022) nor will the aggregate value of all of the City’s debt obligations issued under the Enabling Law (inclusive of the Warrants”) exceed 50% of the City’s net assessed value determined for the last fiscal year (ended September 30, 2022).

ARTICLE 3

The Warrants

SECTION 3.1 Authorization of Warrants

Pursuant to the authority to do so contained in the applicable provisions of the constitution and laws of Alabama, including particularly the Enabling Law, the Issuer hereby authorizes the issuance of the Warrants for the purposes specified in *Article 2*.

SECTION 3.2 Specific Title and Terms

(a) **Title and Amount.** The Warrants shall be entitled “General Obligation Warrants, Series 2023-A”. The aggregate principal amount of the Warrants which may be Outstanding is limited to \$10,015,000.

(b) **Authorized Denominations.** The Warrants shall be issued in Authorized Denominations.

(c) **Form and Number.** The Warrants shall be issued as registered warrants without coupons. The Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single Warrant certificate for all Warrants of the same Tenor shall be delivered to the Paying Agent. The Warrants shall be substantially in the form required by *Section 3.6*.

(d) **Maturity Dates and Interest Rates.** The Warrants shall mature, subject to prior optional and mandatory redemption, on February 1 in years and amounts and shall have fixed rates of interest as set forth in the following table:

Year of Maturity (February 1)	Principal Amount Maturing	Applicable Fixed Rate
2029	\$75,000	3.000%
2030	235,000	5.000
2031	245,000	5.000
2032	255,000	5.000
2033	270,000	5.000
2035	585,000	5.000
2037	635,000	3.750
2039	695,000	5.000
2041	770,000	5.000
2044	1,285,000	4.000
2048	1,980,000	4.125
2053	2,985,000	4.250

(e) **Date.** The Warrants shall be dated as of the date of initial delivery of the Warrants.

(f) **Interest Payment Dates.** Interest on the Warrants shall be payable in arrears on February 1 and August 1 in each year, first interest payment date being August 1, 2023.

(g) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Paying Agent shall pay interest to DTC, and interest payments shall be distributed by DTC to Warrantholders in accordance with the rules and regulations of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Warrants shall be payable to Warrantholders as of the Regular Record Date for such Interest Payment Date.

(h) **Computation of Interest Accrual.** The Warrants shall bear interest from their date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Section. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(i) **Interest on Overdue Payments.** Interest shall be payable on overdue principal on the Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Warrants at the Post-Default Rate.

(j) **Execution and Authentication.** Physical certificates evidencing the Warrants shall be executed on behalf of the Issuer by the Mayor under its corporate seal reproduced thereon and attested by its City Clerk. The City Clerk shall register the Warrants as a claim against the Warrant Fund. The signature of any of these officers on the Warrants may be manual or, to the extent permitted by law, facsimile. Warrants bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Warrants or shall not have held such offices at the date of such Warrants. No Warrant shall be secured by, or be entitled to any lien, right or benefit under this Authorizing Ordinance or be valid or obligatory for any purpose, unless there appears on such Warrant a certificate of authentication substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated and delivered hereunder.

(k) **Currency for Payment.** Payment of Debt Service on the Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 3.3 Redemption of Warrants

(a) **Redemption Provisions.** The Warrants shall be subject to redemption prior to maturity as follows:

(1) **Optional Redemption.** Those of the Warrants having stated maturities in 2035 and thereafter shall be subject to redemption at the option of the Issuer, as a whole or in part (and if in part, in authorized denominations and such maturities as the Issuer in its discretion shall select and by random selection within a maturity), on February 1, 2033, and on any Business Day thereafter, at and for a redemption price equal to the principal amount of the Warrants to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(2) **Scheduled Mandatory Redemption.** The Warrants maturing in 2035, 2037, 2039, 2041, 2044, 2048 and 2053 (collectively, the "Term Warrants") are referred to in this Authorizing Ordinance as "Term Warrants". Term Warrants shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on dates and in principal amounts (after credit as provided below) as follows:

The Warrants having stated maturities on February 1, 2035 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	Principal Amount Subject to <u>Redemption</u>
2034	\$285,000

The remaining principal amount of \$300,000 of Warrants is due at maturity on February 1, 2035.

The Warrants having stated maturities on February 1, 2037 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	Principal Amount Subject to <u>Redemption</u>
2036	\$310,000

The remaining principal amount of \$325,000 of Warrants is due at maturity on February 1, 2037.

The Warrants having stated maturities on February 1, 2039 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	Principal Amount Subject to <u>Redemption</u>
2038	\$340,000

The remaining principal amount of \$355,000 of Warrants is due at maturity on February 1, 2039.

The Warrants having stated maturities on February 1, 2041 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	Principal Amount Subject to <u>Redemption</u>
2040	\$375,000

The remaining principal amount of \$395,000 of Warrants is due at maturity on February 1, 2041.

The Warrants having stated maturities on February 1, 2044 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	Principal Amount Subject to <u>Redemption</u>
2042	\$410,000
2043	430,000

The remaining principal amount of \$445,000 of Warrants is due at maturity on February 1, 2044.

The Warrants having stated maturities on February 1, 2048 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	Principal Amount Subject to <u>Redemption</u>
2045	\$465,000
2046	485,000
2047	505,000

The remaining principal amount of \$525,000 of Warrants is due at maturity on February 1, 2048.

The Warrants having stated maturities on February 1, 2053 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2049	\$550,000
2050	570,000
2051	595,000
2052	620,000

The remaining principal amount of \$650,000 of Warrants is due at maturity on February 1, 2053.

Not later than the date on which notice of scheduled mandatory redemption is to be given, the Paying Agent shall select affected Term Warrants for redemption by lot; provided, however, that Issuer may, by timely notice delivered to the Paying Agent, direct that any or all of the following amounts be credited against the principal amount of Term Warrants scheduled for redemption on such date: (i) the principal amount of Term Warrants of such Tenor delivered by Issuer to the Paying Agent for cancellation and not previously claimed as a credit; (ii) the principal amount of Term Warrants of such Tenor previously redeemed (other than Term Warrants of such Tenor redeemed pursuant to the scheduled mandatory redemption requirement) and not previously claimed as a credit; and (iii) the principal amount of Term Warrants of such Tenor otherwise defeased and not previously claimed as a credit.

(b) **Election to Redeem.** Warrants shall be redeemed in accordance with the scheduled mandatory redemption provisions without any direction from or consent by the Issuer. The election of Issuer to exercise any right of optional redemption shall be evidenced by notice from an Authorized Representative of the Issuer to the Paying Agent at least 3 Business Days prior to the date when notice of the redemption must be given to Warrantholders (unless a shorter notice is acceptable to the Paying Agent). An election to redeem shall specify (i) the principal amount of Warrants to be redeemed (if less than all Warrants Outstanding are to be redeemed pursuant to such option), (ii) the Tenor of Warrants to be redeemed, (iii) the redemption date, and (iv) any conditions to such redemption specified in accordance with the provisions of *Section 3.3(d)(5)*.

(c) **Selection of Warrants to be Redeemed.** Except as otherwise provided in the specific redemption provisions for the Warrants:

(1) If less than all Warrants Outstanding are to be redeemed, the principal amount of Warrants of each Tenor to be redeemed may be specified by Issuer by notice delivered to the Paying Agent not less than 3 Business Days prior to the date when the Paying Agent must give notice of the redemption to Warrantholders (unless a shorter notice is acceptable to the Paying Agent), or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected

by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that the principal amount of Warrants of each Tenor to be redeemed may not be larger than the principal amount of Warrants of such Tenor then eligible for redemption and may not be smaller than the smallest Authorized Denomination.

(2) If less than all Warrants with the same Tenor are to be redeemed, the particular Warrants of such Tenor to be redeemed shall be selected by the Paying Agent from the Outstanding Warrants of such Tenor then eligible for redemption by lot or by such other method as the Paying Agent shall deem fair and appropriate and which may provide for the selection for redemption of portions (in Authorized Denominations) of the principal of Warrants of such Tenor of a denomination larger than the smallest Authorized Denomination.

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

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

(d) **Notice of Redemption.** Notice of redemption shall be given as follows:

(1) Notice of redemption shall be given to the affected Warrantholder not less than 30 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Warrantholders through methods established by the rules and regulations of the Book Entry System. If the Book Entry System is not in effect, notice of redemption shall be given to Warrantholders by certified mail.

(2) All notices of redemption shall state:

(A) the redemption date,

(B) the redemption price,

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

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

(E) any conditions to such redemption specified in accordance with the provisions of *Section 3.3(d)(5)*.

(4) Notice of optional redemption of Warrants shall be given by the Paying Agent on behalf of the Issuer unless the Issuer elects to give such notice itself. If the Issuer gives notice of optional redemption, it shall deliver a copy of such notice to the Paying Agent on the following Business Day. Notice of redemption of Warrants in accordance with the scheduled mandatory

redemption provisions of the Warrants shall be given by the Paying Agent on behalf of the Issuer without any notice to, or consent of, the Issuer.

(5) A notice of optional redemption may state that the redemption of Warrants is contingent upon specified conditions, such as receipt of a specified source of funds, or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Warrants (or portions thereof) identified in such notice, and any Warrants surrendered on the specified redemption date shall be returned to the Warrantholders of such Warrants.

(e) **Deposit of Redemption Price.** On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date shall be deposited with the Paying Agent, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held by the Paying Agent for the benefit of the persons entitled to such redemption price.

(f) **Warrants Payable on Redemption Date.** If notice of redemption is given and any conditions to such redemption specified pursuant to *Section 3.3(d)(5)* are met, the Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest.

(g) **Partial Redemption.** If the Book Entry System is in effect, partial redemption of any Warrant shall be effected in accordance with the Book Entry System. If the Book Entry System has been terminated, any Warrant which is to be redeemed only in part shall be surrendered at the Office of the Paying Agent with all necessary endorsements for transfer, and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Warrantholder of such Warrant, without service charge, a new Warrant or Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Warrantholder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant surrendered.

SECTION 3.4 The Book Entry System

(a) The ownership, transfer, exchange and payment of Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to *Section 3.4(c)*.

(b) Except as otherwise expressly provided in this Authorizing Ordinance, while Warrants are in the Book Entry System the following provisions shall apply:

(1) In order to facilitate the Book Entry System, a physical certificate or physical certificates for the Warrants shall be executed and authenticated, registered in the name of DTC or its nominee, and delivered to DTC for safekeeping (including safekeeping by the Paying Agent pursuant to the "FAST" system or other procedures of the Book Entry System).

(2) The term "Warrant" means each separate security credited to a beneficial owner (or entitlement holder) pursuant to the Book Entry System, and the term "Warrantholder" means the person identified pursuant to the Book Entry System as the beneficial owner of the related security.

(3) The terms and limitations of this Authorizing Ordinance with respect to each separate Warrant shall be applicable to each separate security credited to a beneficial owner under the Book Entry System.

(4) All payments of Debt Service on the Warrants shall be made by the Paying Agent through the Book Entry System, and payments by such method shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to such payments.

(c) The Paying Agent shall discontinue the Book Entry System at the request of the Issuer. The Paying Agent may terminate the Book Entry System without direction from, or consent of, the Issuer if the Paying Agent determines in good faith that termination is in the best interest of the Warrantholders. Notice of termination of the Book Entry System shall be given to Warrantholders not less than 30 days before such termination is effective.

(d) If the Book Entry System is discontinued, (i) a physical certificate or physical certificates shall be executed, authenticated and delivered to each beneficial owner, or entitlement holder, under the Book Entry System in accordance with such person's ownership of Warrants, (ii) such certificates shall be registered in the Warrant Register maintained by the Paying Agent, and (iii) the remaining provisions of this Article shall govern the registration, transfer, exchange and payment of Warrants.

SECTION 3.5 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Warrants

(a) If the Book Entry System is discontinued, the provisions of this Section shall control the registration, transfer, exchange and payment of Warrants.

(b) Payment of Debt Service on the Warrants shall be made as follows:

(1) Payment of interest on the Warrants which is due on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the persons entitled thereto at their addresses appearing in the Warrant Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date).

(2) Payment of the principal of (and premium, if any, on) the Warrants and payment of accrued interest on the Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Paying Agent.

(3) Upon the written request of any Warrantholder, the Paying Agent shall make payments of Debt Service by wire transfer, provided that (i) such request contains adequate instructions for the method of payment, and (ii) payment of the principal of (and redemption premium, if any, on) such Warrants and payment of the accrued interest on such Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Warrants to the Paying Agent.

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

(d) Upon surrender for transfer of any Warrant at the Office of the Paying Agent, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount.

(e) At the option of the Warrantholder, Warrants may be exchanged for other Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Office of the Paying Agent. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, the Warrants which the Warrantholder making the exchange is entitled to receive.

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

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

(h) Every Warrant presented or surrendered for transfer or exchange shall contain, or be accompanied by, all necessary endorsements for transfer.

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

(j) The Issuer shall not be required (i) to transfer or exchange any Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Warrants and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Warrant so selected for redemption in whole or in part.

(k) Interest on any Warrant which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Warrant is registered at the close of business on the Regular Record Date for such Interest Payment Date.

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

of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by certified mail to each Warrantholder at his address as it appears in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Warrants are registered on such Special Record Date.

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

(n) All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Paying Agent. The Paying Agent may destroy cancelled certificates. No Warrant shall be authenticated in lieu of or in exchange for any Warrant cancelled as provided in this Section, except as expressly provided by this Authorizing Ordinance.

SECTION 3.6 Form of Warrant

The Warrants and the authentication certificate shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Authorizing Ordinance:

[Form of Warrant]

CITY OF BOAZ, ALABAMA

General Obligation Warrant, Series 2023-A

No. _____ \$ _____

Maturity Date: _____ Interest Rate: _____

CUSIP No.: _____

The City of Boaz, Alabama, a municipal corporation of the State of Alabama (the "Issuer"), for value received, hereby acknowledges that it is indebted in the principal sum of

_____ Dollars

and hereby directs its Treasurer of the Issuer to pay (but solely out of the Warrant Fund referred to below) such principal sum to

CEDE & Co., Inc.,

or registered assigns, on the Maturity Date specified above and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof, or the most recent date to which interest has been paid or duly provided for, until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on February 1 and August 1 in each year, first interest payment date being August 1, 2023 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360 day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Ordinance referred to below.

Authorizing Document

This warrant is one of a duly authorized issue of warrants of the Issuer, aggregating \$10,015,000 in principal amount, entitled "General Obligation Warrants, Series 2023-A" (the "Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the Issuer (the "Warrant Ordinance") and the constitution and laws of the State of Alabama, including particularly Section 94.01 of the Recompiled Constitution of Alabama of 1901, as amended. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Warrant Ordinance.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Warrant Ordinance. If the Book Entry System is terminated, the Warrant Ordinance provides alternate provisions for the ownership, transfer, registration, exchange and payment of Warrants.

Authorized Denominations

The Warrants are issuable in denominations of \$5,000 and any multiple thereof.

Paying Agent

The Warrant Ordinance provides that Regions Bank, a state banking corporation, will serve as “Paying Agent” with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Ordinance. For purposes of this warrant and the Warrant Ordinance, the Office of the Paying Agent means the office where the Paying Agent performs its duties under the Warrant Ordinance.

Source of Payment

The Issuer has issued the Warrants as general obligations of the Issuer and Issuer has pledged its full faith and credit to the repayment thereof.

Redemption Prior to Maturity

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

(1) **Optional Redemption.** Those of the Warrants having stated maturities in 2035 and thereafter shall be subject to redemption at the option of the Issuer, as a whole or in part (and if in part, in authorized denominations and such maturities as the Issuer in its discretion shall select and by random selection within a maturity), on February 1, 2033, and on any Business Day thereafter, at and for a redemption price equal to the principal amount of the Warrants to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(2) **Scheduled Mandatory Redemption.** The Warrants maturing in 2035, 2037, 2039, 2041, 2044, 2048 and 2053 (collectively, the “Term Warrants”) are referred to in this Authorizing Ordinance as “Term Warrants”. Term Warrants shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on dates and in principal amounts (after credit as provided below) as follows:

The Warrants having stated maturities on February 1, 2035 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2034	\$285,000

The remaining principal amount of \$300,000 of Warrants is due at maturity on February 1, 2035.

The Warrants having stated maturities on February 1, 2037 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2036	\$310,000

The remaining principal amount of \$325,000 of Warrants is due at maturity on February 1, 2037.

The Warrants having stated maturities on February 1, 2039 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2038	\$340,000

The remaining principal amount of \$355,000 of Warrants is due at maturity on February 1, 2039.

The Warrants having stated maturities on February 1, 2041 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2040	\$375,000

The remaining principal amount of \$395,000 of Warrants is due at maturity on February 1, 2041.

The Warrants having stated maturities on February 1, 2044 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2042	\$410,000
2043	430,000

The remaining principal amount of \$445,000 of Warrants is due at maturity on February 1, 2044.

The Warrants having stated maturities on February 1, 2048 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2045	\$465,000
2046	485,000
2047	505,000

The remaining principal amount of \$525,000 of Warrants is due at maturity on February 1, 2048.

The Warrants having stated maturities on February 1, 2053 are subject to scheduled mandatory redemption, without consent of or direction from the Issuer, by the Paying Agent, by lot, on February 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2049	\$550,000
2050	570,000
2051	595,000
2052	620,000

The remaining principal amount of \$650,000 of Warrants is due at maturity on February 1, 2053.

If less than all Warrants outstanding are being redeemed, the Warrant Ordinance provides procedures for selection of Warrants to be redeemed.

Notice of redemption of any other Warrant shall be given not less than 30 days prior to the redemption date. If the Book Entry System is in effect, notice of redemption shall be given to DTC and shall be forwarded by DTC to Warrantheolders through methods established by the rules and regulations of the Book Entry System. If the Book Entry System is not in effect, notice of redemption shall be given to Warrantheolders by certified mail.

A notice of optional redemption may state that the redemption of Warrants is contingent upon specified conditions, such as receipt of a specified source of funds, or the occurrence of specified events. If the conditions for such redemption are not met, the Issuer shall not be required to redeem the Warrants (or portions thereof) identified in such notice, and any Warrants surrendered on the specified redemption date shall be returned to the Warrantheolders of such Warrants.

On the applicable redemption date, an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date shall be deposited with the Paying Agent, unless the notice of redemption specified contingencies that were not met on the redemption date. Such money shall be held for the benefit of the persons entitled to such redemption price.

If notice of redemption is given and any conditions to such redemption are met, the Warrants to be redeemed shall become due and payable on the redemption date at the applicable redemption price, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest.

Any Warrant which is to be redeemed only in part shall be surrendered at the Office of the Paying Agent with all necessary endorsements for transfer, and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Warrantholder of such Warrant, without service charge, a new Warrant or Warrants of the same Tenor and of any Authorized Denomination or Denominations as requested by such Warrantholder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant surrendered.

Validity of Warrants

It is hereby certified, recited and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered as a claim against the Warrant Fund in the manner provided by law; that all acts, conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the issuance of this warrant have happened, do exist and have been performed; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

Authentication Required

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

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

Dated: June 27, 2023

CITY OF BOAZ, ALABAMA

By: Its Mayor

[SEAL]

Attest:

Its City Clerk

[Form of Registration As Claim Against Warrant Fund]

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

City Clerk and Treasurer of the Issuer

Certificate of Authentication

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

Date of Authentication: June 27, 2023.

REGIONS BANK as Paying Agent

By: Its Authorized Officer

[Form for Assignment]

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

Dated: _____

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

Signature Guaranteed:

(Bank or Trust Company)

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 Program (MSP).

Certificate of Validation

Validated and confirmed by judgment of the Circuit Court of Marshall County, State of Alabama, entered on the 21st day of April, 2023.

Marshall County Circuit Court Clerk

Statement of Insurance

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Warrant to Regions Bank, Birmingham, Alabama, or its successor, as paying agent for the Warrants (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Warrant acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Warrants

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

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

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

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

SECTION 3.8 Persons Deemed Owners

The Warrantholder of a Warrant shall be treated as the owner of such Warrant for purposes of this Authorizing Ordinance.

SECTION 3.9 Paying Agent

(a) Regions Bank, an Alabama banking corporation, is hereby appointed "Paying Agent" for the purpose of paying Debt Service on the Warrants on behalf of the Issuer.

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

(c) If the bank designated as Paying Agent pursuant to subsection (a) of this Section shall resign or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of it or of its property shall be appointed or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the Issuer shall appoint a successor Paying Agent. Any successor Paying Agent must have a long-term rating by at least one Rating Agency that is investment grade or higher, must be subject to supervision or examination by federal or State of Alabama authority, and must have a corporate trust office within the State of Alabama. The Issuer shall give notice of the appointment of any such successor Paying Agent by certified mail to the Warrantholders of Warrants.

SECTION 3.10 Payments Due on a Day Other than a Business Day

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

ARTICLE 4

Source of Payment

SECTION 4.1 General Obligations

The indebtedness evidenced and ordered paid by the Warrants shall be general obligations of the Issuer payable solely from proceeds in the Warrant Fund. The Issuer hereby pledges its full faith and credit to timely deposit enough into the Warrant Fund such that therein exists a sufficient amount to timely pay the Debt Service on the Warrants when due.

SECTION 4.2 Provision for Payment of Warrants

(a) If Debt Service on the Warrants is paid in accordance with the terms of the Warrants and this Authorizing Ordinance, then all covenants, agreements and other obligations of the Issuer to the Warrantholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event the Paying Agent shall pay to the Issuer any surplus remaining in the Warrant Fund.

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

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

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

(3) such Federal Securities are not subject to redemption prior to their respective maturities at the option of the issuer of such Securities.

All cash and/or Federal Securities so deposited with the Paying Agent shall be held in trust and applied by the Paying Agent solely to the payment of Debt Service on such Warrants as the same shall become due and payable. At such time as any Warrant shall be deemed paid as aforesaid, it shall no longer be secured by or entitled to the benefits of this Authorizing Ordinance, except for the purpose of any payment from such cash and/or Federal Securities deposited with the Paying Agent and the purpose of transfer and exchange as herein provided.

ARTICLE 5

The Warrant Fund

SECTION 5.1 The Warrant Fund

(a) There is hereby established a special fund entitled “General Obligation Warrants, Series 2023-A Warrant Fund” (herein called the “Warrant Fund”). Money in the Warrant Fund shall be used solely for the payment of Debt Service on the Warrants as the same shall become due and payable. The Warrant Fund shall be held by the Paying Agent.

(b) On or before the 25th day of each month, the Issuer shall deposit in the Warrant Fund an amount sufficient on a monthly pro rata basis to pay (i) interest due on the next Interest Payment Date and (ii) principal due on the next Maturity Date or scheduled mandatory redemption date, as the case may be; provided, however, that the first deposit with respect to principal is not required until 12 months prior to the first Maturity Date or scheduled mandatory redemption date.

SECTION 5.2 Transfer of Funds

The Treasurer and City Clerk shall deposit in the Warrant Fund the required amounts and at the times required by *Section 5.1*.

SECTION 5.3 Security for Warrant Fund

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

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

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

SECTION 5.4 Investment of Warrant Fund

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

(b) All interest accruing on such investments and any profit realized therefrom shall be deposited in the Warrant Fund and shall be credited to the deposits required by *Section 5.1*; any losses resulting from liquidation of investments shall be charged to the Warrant Fund and shall be added to the

next ensuing deposit specified in *Section 5.1*. The Paying Agent shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Warrant Fund is insufficient to pay Debt Service on the Warrants when due.

(c) Any investment of money in the Warrant Fund may be made by the Paying Agent through its own bond department, investment department or other commercial banking department providing investment services. Any certificate of deposit issued by, or other interest bearing deposit with, the Paying Agent shall be deemed an investment rather than a deposit requiring security in the manner specified in *Section 5.3*.

ARTICLE 6

Sale and Delivery of Warrants

SECTION 6.1 Sale of Warrants

(a) The Warrants are hereby sold to Raymond James & Associates, Inc. (the “Original Purchaser”) for a purchase price of \$10,135,508.20 (representing the \$10,015,000.00 aggregate principal amount of the Warrants, less an Underwriter's discount of \$100,150.00 and plus net original issue premium of \$220,658.20).

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

SECTION 6.2 Approval of Documents and Closing Papers

(a) The Issuer does hereby approve and authorize the form of Preliminary Official Statement with respect to the Warrants that has been presented to the Issuer’s governing body. The Mayor is hereby authorized to oversee the completion of the Preliminary Official Statement, and the distribution of the Preliminary Official Statement to prospective purchasers. The Mayor is hereby authorized and directed to oversee the preparation of a final Official Statement in the name and on behalf of the Issuer with such changes or additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be conclusively evidenced by his delivery of such document.

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

SECTION 6.3 Application of Proceeds

The proceeds from the sale of the Warrants shall be delivered to the City Clerk, shall be held by the City Clerk in a separate fund or account, and shall be used by the Issuer to pay (i) the costs of acquiring and constructing the Capital Improvements and (ii) expenses incurred in connection with the issuance of the Warrants.

SECTION 6.4 Appointment of Bond Counsel

The Issuer hereby appoints Maynard Nexsen PC, Birmingham, Alabama, as its bond counsel in connection with the issuance of the Warrants.

SECTION 6.5 Insurer Provisions

(a) The Insurer shall be deemed to be the sole holder of the Warrants for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Warrants insured by it are entitled to take pursuant to the Authorizing Ordinance pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Paying Agent. In furtherance thereof and as a term of the Authorizing Ordinance and each Warrant, the Paying Agent and each Warrantholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedes or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Paying Agent and each Warrantholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Paying Agent and each Warrantholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Warrantholders shall expressly include mandamus.

(b) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under this Authorizing Ordinance, moneys sufficient to pay the principal of and interest on the Warrants due on such Payment Date, the Paying Agent shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Warrants due on such Payment Date, the Paying Agent shall make a claim under the Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Warrants and the amount required to pay principal of the Warrants, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Policy.

The Paying Agent shall designate any portion of payment of principal on Warrants paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Warrants registered to the then current

Warrant holder, whether DTC or its nominee or otherwise, and shall issue a replacement Warrant to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Warrant shall have no effect on the amount of principal or interest payable by the Issuer on any Warrant or the subrogation rights of the Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Warrant. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Warrantheolders referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Policy in trust on behalf of Warrantheolders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Warrantheolders in the same manner as principal and interest payments are to be made with respect to the Warrants under the sections hereof regarding payment of Warrants. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Warrants and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts shall constitute a general obligation of the Issuer.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following a Warrant payment date shall promptly be remitted to the Insurer.

The Insurer shall, to the extent it makes any payment of principal of or interest on the Warrants, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy. Each obligation of the Issuer to the Insurer under this Authorizing Ordinance shall survive discharge or termination hereof.

(c) The Issuer shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in this Authorizing Ordinance; (ii) the pursuit of any remedies under this Authorizing Ordinance or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Authorizing Ordinance whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Authorizing Ordinance or the transactions contemplated thereby, other than costs resulting from the failure of the

Insurer to honor its obligations under the Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Authorizing Ordinance.

(d) All information required to be furnished pursuant to the Continuing Disclosure Agreement in *Section 7.3* hereof shall also be provided to the Insurer, simultaneously with the furnishing of such information. The Insurer shall have the right to receive such additional information as it may reasonably request. The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the Warrants with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Issuer on any business day upon reasonable prior notice.

SECTION 6.5 Tax Status of Warrants

The Issuer will comply with the covenants and agreements on its part contained in the Tax Certificate and Agreement.

ARTICLE 7

Miscellaneous

SECTION 7.1 Amendment of Description of Capital Improvements

The Issuer may amend or change the description of the Capital Improvements contained in this Authorizing Ordinance, provided that:

- (1) the governing body of the Issuer adopts an ordinance setting forth such amendment or change,
- (2) the Capital Improvements, as so amended or changed, are eligible for financing with proceeds of warrants issued pursuant to the Enabling Law and said Capital Improvements and the projected use thereof will not cause the interest on the Warrants to no longer be excludable from gross income for federal income tax purposes,
- (3) such amendment or change will not cause the amount of the Warrants chargeable against the Issuer's constitutional limitation on indebtedness to increase, and
- (4) the Issuer obtains a Favorable Tax Opinion with respect to such amendment or change.

SECTION 7.2 Tax Status of Warrants

The Issuer will comply with the covenants and agreements on its part contained in the Tax Certificate and Agreement.

SECTION 7.3 Continuing Disclosure Agreement

The Issuer will comply with the covenants and agreements of the Continuing Disclosure Agreement. If the Issuer fails to comply with any provision of the Continuing Disclosure Agreement, any

Warrantholder may seek mandamus or specific performance by court order to cause the Issuer to comply with its obligations under the Continuing Disclosure Agreement. A default under the Continuing Disclosure Agreement shall not be deemed a default or an event of default under this Authorizing Ordinance or any other financing document related to the issuance of the Warrants. The sole remedy under the Continuing Disclosure Agreement shall be an action to compel performance.

SECTION 7.4 Agreement to Pay Attorneys' Fees

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

SECTION 7.5 Provisions of Ordinance a Contract

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

SECTION 7.6 Separability Clause

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

SECTION 7.7 Notices to Warrantholders

(a) Notices and other communications to DTC or Warrantholders pursuant to this Authorizing Ordinance must be in writing except as otherwise expressly provided in this Authorizing Ordinance. Any specific reference in this Authorizing Ordinance to "written notice" shall not be construed to mean that any other notice may be oral, unless such oral notice is specifically permitted by this Authorizing Ordinance under the circumstances.

(b) If the Book Entry System is in effect, notices and other communications to Warrantholders will be delivered to Warrantholders through the Book Entry System and shall be deemed delivered to Warrantholders upon receipt by DTC. If the Book Entry System is terminated, notices and other communications to Warrantholders may be delivered to such Warrantholders at their address as it appears in the Warrant Register.

(c) Any notice to DTC or a Warrantholder shall be deemed given when received by DTC or the Warrantholder, as the case may be, or when sent to DTC or the Warrantholder, as the case may be, by certified mail.

(d) Any defect in a notice to any particular Warrantholder shall not affect the sufficiency of notice with respect to other Warrantholders.

(e) Notice to any Warrantholder required by this Authorizing Ordinance may be waived in writing by such Warrantholder, either before or after the event, and such waiver shall be the equivalent of such notice.

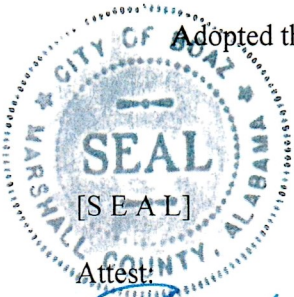
SECTION 7.8 Repeal of Conflicting Provisions

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

SECTION 7.9 Effect of Headings and Table of Contents

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

Adopted this 9th day of June, 2023.



David Dyar, Mayor

Attest:

Beth Stephens, City Clerk

It was moved by Councilmember David Ellis that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said Ordinance 2023-1172 be suspended and that unanimous consent to the immediate consideration and adoption of the said Ordinance 2023-1172 be given. The motion was seconded by Councilmember Mike Matthews and on roll call was unanimously adopted, those answering aye being:

Ayes: David Ellis
Johnny Willis
Mike Matthews

Nays: None

The Mayor declared the motion unanimously carried.

After the said Ordinance 2023-1172 had been discussed and considered in full by the Council, it was moved by Councilmember Johnny Willis that the said Ordinance 2023-1172 be now placed upon its final passage and adopted. The motion was seconded by Councilmember David Ellis. The question being put as to the adoption of the said motion and the final passage of the said Ordinance, the roll was called with the following results:

Ayes: David Ellis
Johnny Willis
Mike Matthews

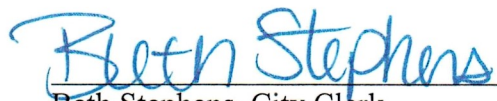
Nays: None

The Mayor declared the motion unanimously carried and the said Ordinance 2023-1172 passed and adopted as introduced.

CERTIFICATE OF CITY CLERK

I, BETH STEPHENS, in my capacity as City Clerk of the City of Boaz, Alabama (the “Municipality”) hereby certify that (i) the attached Ordinance Number 2023-1173 was adopted at a special meeting of the governing body of the Municipality held on June 9, 2023, at which a quorum was present; (ii) notice of said meeting was posted at least seven (7) days in advance of said meeting in the place and in the manner typically utilized by the Municipality to provide public notice for special meetings; (iii) all members of the governing body of the Municipality were provided with notice of said special meeting and attended said special meeting; (iv) all members of the governing body of the Municipality present at said meeting unanimously voted to suspend the rules so that the Ordinance Number 2023-1173 could be introduced and voted on at the same meeting; and (v) the attached Ordinance Number 2023-1173 was unanimously adopted by all members of the governing body of the Municipality present at said meeting; and (vi) said Ordinance Number 2023-1173 has not been amended, revoked or withdrawn since the date of its adoption.

Dated this 27th day of June, 2023.


Beth Stephens, City Clerk
City of Boaz, Alabama



Execution Version

ORDINANCE NO. 2023-1173

**An Ordinance Authorizing the Issuance of
\$1,030,000 General Obligation Warrants (Federally Taxable), Series 2023-B**

**Adopted by
the City Council of
Boaz, Alabama**

**on
June 9, 2023**

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ORDINANCE NO. 2023-1173

**An Ordinance Authorizing the Issuance of
\$1,030,000 General Obligation Warrants (Federally Taxable), Series 2023-B**

BE IT ORDAINED BY THE GOVERNING BODY OF BOAZ, ALABAMA, as follows:

ARTICLE 1

Definitions

SECTION 1.1 Definitions and Use of Phrases

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

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

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

“**Authorized Denominations**” means \$5,000 or any multiple thereof.

“**Authorized Representative of the Issuer**” means the Mayor, the City Clerk, or any other officer of the Issuer authorized by resolution or ordinance of its governing body to act as an Authorized Representative of the Issuer for purposes of this Authorizing Ordinance.

“**Authorizing Ordinance**” refers to this Ordinance adopted by the governing body of the Issuer on June 9, 2023.

“**Book Entry System**” means the electronic system maintained by DTC for the ownership, transfer, exchange and payment of debt obligations.

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which banking institutions are required or authorized to close in the city where the Office of the Paying Agent is located.

“**Capital Improvements**” means the facilities to be acquired and constructed with the proceeds of the Warrants, more particularly described in *Section 2.1*, as amended from time to time pursuant to *Section 7.1*.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement entered into by the Issuer in connection with the issuance of the Warrants pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

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

“**Defaulted Interest**” shall have the meaning stated in *Section 3.5(l)*.

“**DTC**” means The Depository Trust Company and its successors and assigns.

“**Enabling Law**” collectively refers to Section 94.01 of the Recompiled Constitution of Alabama of 1901, as may be amended from time to time.

“**Favorable Tax Opinion**” means an Opinion of Counsel stating in effect that the proposed action, together with any other changes with respect to the Warrants made or to be made in connection with such action, will not cause interest on the Warrants to become includible in gross income of the Warrantholders for purposes of federal income taxation.

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

“**Fitch**” means Fitch Ratings, Inc.

“**Insurer**” shall mean Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

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

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.

“**Issuer**” means the City of Boaz, Alabama, a political subdivision of the State of Alabama.

“**Maturity Date**”, when used with respect to any Warrant, means the date specified herein and in such Warrant as the date on which the principal of such Warrant is due and payable.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Office of the Paying Agent**” means the office of the Paying Agent where it performs its duties as Paying Agent under this Authorizing Ordinance.

“**Opinion of Counsel**” means an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this Authorizing Ordinance, the attorney or attorneys rendering such opinion may be counsel for the Issuer, including counsel in the full-time employment of the Issuer.

“**Original Purchaser**” means the original purchaser of the Warrants from the Issuer identified in *Section 6.1*.

“**Outstanding**” when used with respect to Warrants means, as of the date of determination, all Warrants authenticated and delivered under this Authorizing Ordinance, except:

- (1) Warrants cancelled by the Paying Agent or delivered to the Paying Agent for cancellation,
- (2) Warrants for whose payment or redemption money in the necessary amount has been deposited with the Paying Agent for the Warrantholders of such Warrants, provided that, if

such Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Authorizing Ordinance or provision therefor satisfactory to the Paying Agent has been made; and

(3) Warrants in exchange for or in lieu of which other Warrants have been registered and delivered under this Authorizing Ordinance.

“**Paying Agent**” means the entity appointed pursuant to *Section 3.9* to serve as “Paying Agent” under this Authorizing Ordinance, until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Authorizing Ordinance, and thereafter “Paying Agent” means such successor.

“**Policy**” shall mean the Municipal Bond Insurance Policy issued by Insurer that guarantees the scheduled payment of principal of and interest on the Warrants when due.

“**Post-Default Rate**”, when used with respect to Debt Service on any Warrant, means a rate 200 basis points higher than the interest rate borne by such Warrant.

“**Qualified Investments**” means:

(1) Federal Securities,

(2) A certificate of deposit issued by, or other interest bearing deposit with, any bank subject to regulation by the United States of America or any state thereof (including without limitation the Paying Agent), provided that (i) the long-term debt obligations of such bank are rated investment grade or higher by any Rating Agency, (ii) such deposit is insured by the Federal Deposit Insurance Corporation or (iii) such deposit is secured pursuant to the Security for Alabama Funds Enhancement Act, Section 41-14A-1 et seq. of the Code of Alabama 1975, and

(3) Any other investment authorized by applicable law.

“**Rating Agency**” means Moody’s, S&P, Fitch and any other nationally recognized securities rating agency.

“**Regular Record Date**”, when used with respect to the payment of interest on any Warrant, means the date which is 15 calendar days before any date on which interest is due and payable on the Warrants.

“**S&P**” means S&P Global Ratings, a division of The McGraw-Hill Companies.

“**Security Documents**” shall mean the Authorizing Ordinance and/or any additional or supplemental document executed in connection with the Warrants.

“**Special Record Date**” for the payment of any Defaulted Interest on Warrants means the date fixed by the Paying Agent pursuant to *Section 3.5*.

“**Tax Certificate and Agreement**” means the Tax Certificate and Agreement entered into by the Issuer in connection with the issuance of the Warrants.

“**Tenor**”, when used to describe the distinguishing characteristics of a Warrant or group of Warrants, means the series designation, Maturity Date, interest rate and CUSIP number of such Warrant

or group of Warrants. Warrants of the same Tenor have the same series designation, Maturity Date, interest rate and CUSIP number.

“**Term Warrant**” means Warrants scheduled for mandatory redemption in accordance with the provisions of *Section 3.3(a)(2)*.

“**Warrant Fund**” means the fund established pursuant to *Section 5.1*.

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

“**Warrant Register**” means the register for the registration and transfer of Warrants maintained by the Issuer pursuant to *Section 3.5*.

“**Warrantholder**”, when used with respect to any Warrant, means (i) if the Book Entry System is not in effect, the person in whose name such Warrant is registered on the Warrant Register maintained by the Paying Agent, and (ii) if the Book Entry System is in effect, the beneficial owner of such Warrant on the records maintained pursuant to the Book Entry System.

“**Warrants**” means the Warrants issued pursuant to this Authorizing Ordinance.

ARTICLE 2

Representations and Warranties

SECTION 2.1 Findings, Representations and Warranties

The Issuer hereby finds, represents and warrants as follows:

(a) **Purpose of Warrants.** The Warrants are being issued for the purposes of financing: (a) finance parking improvements and/or building improvements to property owned by the City and known as the former outlet property retail facilities used by private users; and (b) the costs of issuance.

(b) **Debt Limit.** Immediately after the issuance of the Warrants allocable to the City Equipment Improvements and Paving Improvements, the total indebtedness of the Issuer chargeable against the debt limitation for the Issuer prescribed by the Constitution of the State of Alabama will not be more than 20% of the assessed valuation of taxable property within the boundaries of the Issuer for the last fiscal year (ended September 30, 2022) nor will the aggregate value of all of the City’s debt obligations issued under the Enabling Law (inclusive of the Warrants”) exceed 50% of the City’s net assessed value determined for the last fiscal year (ended September 30, 2022).

ARTICLE 3

The Warrants

SECTION 3.1 Authorization of Warrants

Pursuant to the authority to do so contained in the applicable provisions of the constitution and laws of Alabama, including particularly the Enabling Law, the Issuer hereby authorizes the issuance of the Warrants for the purposes specified in *Article 2*.

SECTION 3.2 Specific Title and Terms

(a) **Title and Amount.** The Warrants shall be entitled “General Obligation Warrants, Series 2023-B”. The aggregate principal amount of the Warrants which may be Outstanding is limited to \$1,030,000.

(b) **Authorized Denominations.** The Warrants shall be issued in Authorized Denominations.

(c) **Form and Number.** The Warrants shall be issued as registered warrants without coupons. The Warrants shall be numbered separately from 1 upward. In order to facilitate the Book Entry System, a single Warrant certificate for all Warrants of the same Tenor shall be delivered to the Paying Agent. The Warrants shall be substantially in the form required by *Section 3.6*.

(d) **Maturity Dates and Interest Rates.** The Warrants shall mature on February 1 in years and amounts and shall have fixed rates of interest as set forth in the following table:

Year of Maturity (February 1)	Principal Amount Maturing	Applicable Fixed Rate
2024	\$100,000	5.100%
2025	185,000	5.100
2026	190,000	4.960
2027	200,000	4.750
2028	210,000	4.850
2029	145,000	4.950

(e) **Date.** The Warrants shall be dated as of the date of initial delivery of the Warrants.

(f) **Interest Payment Dates.** Interest on the Warrants shall be payable in arrears on February 1 and August 1 in each year, first interest payment date being August 1, 2023.

(g) **Person to Whom Interest Payable.** If the Book Entry System is in effect, the Paying Agent shall pay interest to DTC, and interest payments shall be distributed by DTC to Warrantholders in accordance with the rules and regulations of DTC. If the Book Entry System is terminated, the interest due on any Interest Payment Date for the Warrants shall be payable to Warrantholders as of the Regular Record Date for such Interest Payment Date.

(h) **Computation of Interest Accrual.** The Warrants shall bear interest from their date, or the most recent date to which interest has been paid or duly provided for, at the applicable rate per annum set forth in this Section. Interest shall be computed on the basis of a 360-day year with 12 months of 30 days each.

(i) **Interest on Overdue Payments.** Interest shall be payable on overdue principal on the Warrants and (to the extent legally enforceable) on any overdue installment of interest on the Warrants at the Post-Default Rate.

(j) **Execution and Authentication.** Physical certificates evidencing the Warrants shall be executed on behalf of the Issuer by the Mayor under its corporate seal reproduced thereon and attested by its City Clerk. The City Clerk shall register the Warrants as a claim against the Warrant Fund. The signature of any of these officers on the Warrants may be manual or, to the extent permitted by law, facsimile. Warrants bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Warrants or shall not have held such offices at the date of such Warrants. No Warrant shall be secured by, or be entitled to any lien, right or benefit under this Authorizing Ordinance or be valid or obligatory for any purpose, unless there appears on such Warrant a certificate of authentication substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated and delivered hereunder.

(k) **Currency for Payment.** Payment of Debt Service on the Warrants shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

SECTION 3.3 No Redemption of Warrants

The Warrants shall not be subject to optional or mandatory redemption prior to maturity.

SECTION 3.4 The Book Entry System

(a) The ownership, transfer, exchange and payment of Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to *Section 3.4(c)*.

(b) Except as otherwise expressly provided in this Authorizing Ordinance, while Warrants are in the Book Entry System the following provisions shall apply:

(1) In order to facilitate the Book Entry System, a physical certificate or physical certificates for the Warrants shall be executed and authenticated, registered in the name of DTC or its nominee, and delivered to DTC for safekeeping (including safekeeping by the Paying Agent pursuant to the "FAST" system or other procedures of the Book Entry System).

(2) The term "Warrant" means each separate security credited to a beneficial owner (or entitlement holder) pursuant to the Book Entry System, and the term "Warrantholder" means the person identified pursuant to the Book Entry System as the beneficial owner of the related security.

(3) The terms and limitations of this Authorizing Ordinance with respect to each separate Warrant shall be applicable to each separate security credited to a beneficial owner under the Book Entry System.

(4) All payments of Debt Service on the Warrants shall be made by the Paying Agent through the Book Entry System, and payments by such method shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to such payments.

(c) The Paying Agent shall discontinue the Book Entry System at the request of the Issuer. The Paying Agent may terminate the Book Entry System without direction from, or consent of, the Issuer if the Paying Agent determines in good faith that termination is in the best interest of the Warrantholders. Notice of termination of the Book Entry System shall be given to Warrantholders not less than 30 days before such termination is effective.

(d) If the Book Entry System is discontinued, (i) a physical certificate or physical certificates shall be executed, authenticated and delivered to each beneficial owner, or entitlement holder, under the Book Entry System in accordance with such person's ownership of Warrants, (ii) such certificates shall be registered in the Warrant Register maintained by the Paying Agent, and (iii) the remaining provisions of this Article shall govern the registration, transfer, exchange and payment of Warrants.

SECTION 3.5 Alternate Provisions Regarding Payment, Registration, Transfer and Exchange of Warrants

(a) If the Book Entry System is discontinued, the provisions of this Section shall control the registration, transfer, exchange and payment of Warrants.

(b) Payment of Debt Service on the Warrants shall be made as follows:

(1) Payment of interest on the Warrants which is due on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the persons entitled thereto at their addresses appearing in the Warrant Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date).

(2) Payment of the principal of (and premium, if any, on) the Warrants and payment of accrued interest on the Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Paying Agent.

(3) Upon the written request of any Warrantholder, the Paying Agent shall make payments of Debt Service by wire transfer, provided that (i) such request contains adequate instructions for the method of payment, and (ii) payment of the principal of (and redemption premium, if any, on) such Warrants and payment of the accrued interest on such Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Warrants to the Paying Agent.

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

(d) Upon surrender for transfer of any Warrant at the Office of the Paying Agent, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount.

(e) At the option of the Warrantholder, Warrants may be exchanged for other Warrants of the same Tenor, of any Authorized Denominations and of a like aggregate principal amount, upon surrender

of the Warrants to be exchanged at the Office of the Paying Agent. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, the Warrants which the Warrantholder making the exchange is entitled to receive.

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

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

(h) Every Warrant presented or surrendered for transfer or exchange shall contain, or be accompanied by, all necessary endorsements for transfer.

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

(j) The Issuer shall not be required (i) to transfer or exchange any Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Warrants and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Warrant so selected for redemption in whole or in part.

(k) Interest on any Warrant which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Warrant is registered at the close of business on the Regular Record Date for such Interest Payment Date.

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

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

(n) All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Paying Agent. The Paying Agent may destroy cancelled certificates. No Warrant shall be authenticated in lieu of or in exchange for any Warrant cancelled as provided in this Section, except as expressly provided by this Authorizing Ordinance.

SECTION 3.6 Form of Warrant

The Warrants and the authentication certificate shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Authorizing Ordinance:

[Form of Warrant]

CITY OF BOAZ, ALABAMA

General Obligation Warrant (Federally Taxable), Series 2023-B

No. _____ \$ _____

Maturity Date: _____ Interest Rate: _____

CUSIP No.: _____

The City of Boaz, Alabama, a municipal corporation of the State of Alabama (the "Issuer"), for value received, hereby acknowledges that it is indebted in the principal sum of

_____ Dollars

and hereby directs its Treasurer of the Issuer to pay (but solely out of the Warrant Fund referred to below) such principal sum to

CEDE & Co., Inc.,

or registered assigns, on the Maturity Date specified above and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof, or the most recent date to which interest has been paid or duly provided for, until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on February 1 and August 1 in each year, first interest payable August 1, 2023 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360 day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Ordinance referred to below.

Authorizing Document

This warrant is one of a duly authorized issue of warrants of the Issuer, aggregating \$1,030,000 in principal amount, entitled "General Obligation Warrants, Series 2023-B" (the "Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the Issuer (the "Warrant Ordinance") and the constitution and laws of the State of Alabama, including particularly Section 94.01 of the Recompiled Constitution of Alabama of 1901, as amended. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Warrant Ordinance.

Transfer, Registration, Exchange and Payment Provisions

The ownership, transfer, exchange and payment of Warrants shall be governed by the Book Entry System administered by DTC until the Book Entry System is terminated pursuant to the terms and conditions of the Warrant Ordinance. If the Book Entry System is terminated, the Warrant Ordinance provides alternate provisions for the ownership, transfer, registration, exchange and payment of Warrants.

Authorized Denominations

The Warrants are issuable in denominations of \$5,000 and any multiple thereof.

Paying Agent

The Warrant Ordinance provides that Regions Bank, a state banking corporation, will serve as “Paying Agent” with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Ordinance. For purposes of this warrant and the Warrant Ordinance, the Office of the Paying Agent means the office where the Paying Agent performs its duties under the Warrant Ordinance.

Source of Payment

The Issuer has issued the Warrants as general obligations of the Issuer and Issuer has pledged its full faith and credit to the repayment thereof.

No Redemption Prior to Maturity

The Warrants are not subject to optional or mandatory redemption prior to maturity.

Validity of Warrants

It is hereby certified, recited and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered as a claim against the Warrant Fund in the manner provided by law; that all acts, conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the issuance of this warrant have happened, do exist and have been performed; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

Authentication Required

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

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

Dated: June 27, 2023

CITY OF BOAZ, ALABAMA

By: _____
Its Mayor

[SEAL]

Attest:

Its City Clerk

[Form of Registration As Claim Against Warrant Fund]

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

City Clerk and Treasurer of the Issuer

Certificate of Authentication

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

Date of Authentication: June 27, 2023.

REGIONS BANK
as Paying Agent

By: _____
Its Authorized Officer

[Form for Assignment]

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

Dated: _____

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

Signature Guaranteed:

(Bank or Trust Company)

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 Program (MSP).

Certificate of Validation

Validated and confirmed by judgment of the Circuit Court of Marshall County, State of Alabama, entered on the 21st day of April, 2023.

Marshall County Circuit Court Clerk

Statement of Insurance

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Warrant to Regions Bank, Birmingham, Alabama, or its successor, as paying agent for the Warrants (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Warrant acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Warrants

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

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

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

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

SECTION 3.8 Persons Deemed Owners

The Warrantholder of a Warrant shall be treated as the owner of such Warrant for purposes of this Authorizing Ordinance.

SECTION 3.9 Paying Agent

(a) Regions Bank, an Alabama banking corporation, is hereby appointed "Paying Agent" for the purpose of paying Debt Service on the Warrants on behalf of the Issuer.

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

(c) If the bank designated as Paying Agent pursuant to subsection (a) of this Section shall resign or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of it or of its property shall be appointed or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the Issuer shall appoint a successor Paying Agent. Any successor Paying Agent must have a long-term rating by at least one Rating Agency that is investment grade or higher, must be subject to supervision or examination by federal or State of Alabama authority, and must have a corporate trust office within the State of Alabama. The Issuer shall give notice of the appointment of any such successor Paying Agent by certified mail to the Warrantholders of Warrants.

SECTION 3.10 Payments Due on a Day Other than a Business Day

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

ARTICLE 4

Source of Payment

SECTION 4.1 General Obligations

The indebtedness evidenced and ordered paid by the Warrants shall be general obligations of the Issuer payable solely from proceeds in the Warrant Fund. The Issuer hereby pledges its full faith and credit to timely deposit enough into the Warrant Fund such that therein exists a sufficient amount to timely pay the Debt Service on the Warrants when due.

SECTION 4.2 Provision for Payment of Warrants

(a) If Debt Service on the Warrants is paid in accordance with the terms of the Warrants and this Authorizing Ordinance, then all covenants, agreements and other obligations of the Issuer to the Warrantholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event the Paying Agent shall pay to the Issuer any surplus remaining in the Warrant Fund.

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

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

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

(3) such Federal Securities are not subject to redemption prior to their respective maturities at the option of the issuer of such Securities.

All cash and/or Federal Securities so deposited with the Paying Agent shall be held in trust and applied by the Paying Agent solely to the payment of Debt Service on such Warrants as the same shall become due and payable. At such time as any Warrant shall be deemed paid as aforesaid, it shall no longer be secured by or entitled to the benefits of this Authorizing Ordinance, except for the purpose of any payment from such cash and/or Federal Securities deposited with the Paying Agent and the purpose of transfer and exchange as herein provided.

ARTICLE 5

The Warrant Fund

SECTION 5.1 The Warrant Fund

(a) There is hereby established a special fund entitled “General Obligation Warrants, Series 2023-B Warrant Fund” (herein called the “Warrant Fund”). Money in the Warrant Fund shall be used solely for the payment of Debt Service on the Warrants as the same shall become due and payable. The Warrant Fund shall be held by the Paying Agent.

(b) On or before the 25th day of each month, the Issuer shall deposit in the Warrant Fund an amount sufficient on a monthly pro rata basis to pay (i) interest due on the next Interest Payment Date and (ii) principal due on the next Maturity Date or scheduled mandatory redemption date, as the case may be; provided, however, that the first deposit with respect to principal is not required until 12 months prior to the first Maturity Date or scheduled mandatory redemption date.

SECTION 5.2 Transfer of Funds

The Treasurer and City Clerk shall deposit in the Warrant Fund the required amounts and at the times required by *Section 5.1*.

SECTION 5.3 Security for Warrant Fund

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

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

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

SECTION 5.4 Investment of Warrant Fund

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

(b) All interest accruing on such investments and any profit realized therefrom shall be deposited in the Warrant Fund and shall be credited to the deposits required by *Section 5.1*; any losses resulting from liquidation of investments shall be charged to the Warrant Fund and shall be added to the

next ensuing deposit specified in *Section 5.1*. The Paying Agent shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Warrant Fund is insufficient to pay Debt Service on the Warrants when due.

(c) Any investment of money in the Warrant Fund may be made by the Paying Agent through its own bond department, investment department or other commercial banking department providing investment services. Any certificate of deposit issued by, or other interest bearing deposit with, the Paying Agent shall be deemed an investment rather than a deposit requiring security in the manner specified in *Section 5.3*.

ARTICLE 6

Sale and Delivery of Warrants

SECTION 6.1 Sale of Warrants

(a) The Warrants are hereby sold to Raymond James & Associates, Inc. (the “Original Purchaser”) for a purchase price of \$1,019,700 (representing the \$1,030,000.00 aggregate principal amount of the Warrants, less an Underwriter's discount of \$10,300.00).

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

SECTION 6.2 Approval of Documents and Closing Papers

(a) The Issuer does hereby approve and authorize the form of Preliminary Official Statement with respect to the Warrants that has been presented to the Issuer’s governing body. The Mayor is hereby authorized to oversee the completion of the Preliminary Official Statement, and the distribution of the Preliminary Official Statement to prospective purchasers. The Mayor is hereby authorized and directed to oversee the preparation of a final Official Statement in the name and on behalf of the Issuer with such changes or additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be conclusively evidenced by his delivery of such document.

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

SECTION 6.3 Application of Proceeds

The proceeds from the sale of the Warrants shall be delivered to the City Clerk, shall be held by the City Clerk in a separate fund or account, and shall be used by the Issuer to pay (i) the costs of

acquiring and constructing the Capital Improvements and (ii) expenses incurred in connection with the issuance of the Warrants.

SECTION 6.4 Appointment of Bond Counsel

The Issuer hereby appoints Maynard Nexsen PC, Birmingham, Alabama, as its bond counsel in connection with the issuance of the Warrants.

SECTION 6.5 Insurer Provisions

(a) The Insurer shall be deemed to be the sole holder of the Warrants for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Warrants insured by it are entitled to take pursuant to the Authorizing Ordinance pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Paying Agent. In furtherance thereof and as a term of the Authorizing Ordinance and each Warrant, the Paying Agent and each Warrantholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedes or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Paying Agent and each Warrantholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Paying Agent and each Warrantholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Warrantholders shall expressly include mandamus.

(b) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under this Authorizing Ordinance, moneys sufficient to pay the principal of and interest on the Warrants due on such Payment Date, the Paying Agent shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Warrants due on such Payment Date, the Paying Agent shall make a claim under the Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Warrants and the amount required to pay principal of the Warrants, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Policy.

The Paying Agent shall designate any portion of payment of principal on Warrants paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Warrants registered to the then current Warrant holder, whether DTC or its nominee or otherwise, and shall issue a replacement Warrant to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Warrant shall have no effect on the

amount of principal or interest payable by the Issuer on any Warrant or the subrogation rights of the Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Warrant. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Warrantholders referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Policy in trust on behalf of Warrantholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Warrantholders in the same manner as principal and interest payments are to be made with respect to the Warrants under the sections hereof regarding payment of Warrants. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Warrants and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts shall constitute a general obligation of the Issuer.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following a Warrant payment date shall promptly be remitted to the Insurer.

The Insurer shall, to the extent it makes any payment of principal of or interest on the Warrants, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy. Each obligation of the Issuer to the Insurer under this Authorizing Ordinance shall survive discharge or termination hereof.

(c) The Issuer shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in this Authorizing Ordinance; (ii) the pursuit of any remedies under this Authorizing Ordinance or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Authorizing Ordinance whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Authorizing Ordinance or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Authorizing Ordinance.

(d) All information required to be furnished pursuant to the Continuing Disclosure Agreement in **Section 7.3** hereof shall also be provided to the Insurer, simultaneously with the furnishing of such information. The Insurer shall have the right to receive such additional information as it may reasonably request. The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the Warrants with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Issuer on any business day upon reasonable prior notice.

ARTICLE 7

Miscellaneous

SECTION 7.1 Amendment of Description of Capital Improvements

The Issuer may amend or change the description of the Capital Improvements contained in this Authorizing Ordinance, provided that:

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

(2) the Capital Improvements, as so amended or changed, are eligible for financing with proceeds of warrants issued pursuant to the Enabling Law and said Capital Improvements and the projected use thereof will not cause the interest on the Warrants to no longer be excludable from gross income for federal income tax purposes,

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

(4) the Issuer obtains a Favorable Tax Opinion with respect to such amendment or change.

SECTION 7.2 Tax Status of Warrants

The Issuer will comply with the covenants and agreements on its part contained in the Tax Certificate and Agreement.

SECTION 7.3 Continuing Disclosure Agreement

The Issuer will comply with the covenants and agreements of the Continuing Disclosure Agreement. If the Issuer fails to comply with any provision of the Continuing Disclosure Agreement, any Warrantholder may seek mandamus or specific performance by court order to cause the Issuer to comply with its obligations under the Continuing Disclosure Agreement. A default under the Continuing Disclosure Agreement shall not be deemed a default or an event of default under this Authorizing Ordinance or any other financing document related to the issuance of the Warrants. The sole remedy under the Continuing Disclosure Agreement shall be an action to compel performance.

SECTION 7.4 Agreement to Pay Attorneys' Fees

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

SECTION 7.5 Provisions of Ordinance a Contract

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

SECTION 7.6 Separability Clause

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

SECTION 7.7 Notices to Warrantholders

(a) Notices and other communications to DTC or Warrantholders pursuant to this Authorizing Ordinance must be in writing except as otherwise expressly provided in this Authorizing Ordinance. Any specific reference in this Authorizing Ordinance to "written notice" shall not be construed to mean that any other notice may be oral, unless such oral notice is specifically permitted by this Authorizing Ordinance under the circumstances.

(b) If the Book Entry System is in effect, notices and other communications to Warrantholders will be delivered to Warrantholders through the Book Entry System and shall be deemed delivered to Warrantholders upon receipt by DTC. If the Book Entry System is terminated, notices and other communications to Warrantholders may be delivered to such Warrantholders at their address as it appears in the Warrant Register.

(c) Any notice to DTC or a Warrantholder shall be deemed given when received by DTC or the Warrantholder, as the case may be, or when sent to DTC or the Warrantholder, as the case may be, by certified mail.

(d) Any defect in a notice to any particular Warrantholder shall not affect the sufficiency of notice with respect to other Warrantholders.

(e) Notice to any Warrantholder required by this Authorizing Ordinance may be waived in writing by such Warrantholder, either before or after the event, and such waiver shall be the equivalent of such notice.

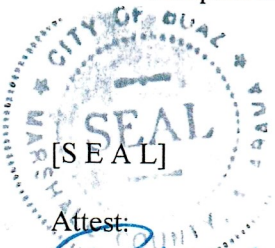
SECTION 7.8 Repeal of Conflicting Provisions

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

SECTION 7.9 Effect of Headings and Table of Contents

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

Adopted this 9th day of June, 2023.



Attest:

Beth Stephens
Beth Stephens, City Clerk

David Dyar
David Dyar, Mayor

It was moved by Councilmember David Ellis that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said Ordinance 2023-1173 be suspended and that unanimous consent to the immediate consideration and adoption of the said Ordinance 2023-1173 be given. The motion was seconded by Councilmember Mike Matthews and on roll call was unanimously adopted, those answering aye being:

Ayes: David Ellis
Johnny Willis
Mike Matthews

Nays: None

The Mayor declared the motion unanimously carried.

After the said Ordinance 2023-1173 had been discussed and considered in full by the Council, it was moved by Councilmember Mike Matthews that the said Ordinance 2023-1173 be now placed upon its final passage and adopted. The motion was seconded by Councilmember Johnny Willis. The question being put as to the adoption of the said motion and the final passage of the said Ordinance, the roll was called with the following results:

Ayes: David Ellis
Johnny Willis
Mike Matthews

Nays: None

The Mayor declared the motion unanimously carried and the said Ordinance 2023-1173 passed and adopted as introduced.

Execution Version

ORDINANCE NO. 2023-1174

An Ordinance Authorizing the Amendment of Use of Proceeds from the City's General Obligation Warrants, Series 2020, and the Execution and Delivery of a First Amendment to Tax Certificate and Agreement

Adopted by
the City Council of
Boaz, Alabama

on
June 9, 2023

ORDINANCE NO. 2023-1174

An Ordinance Authorizing the Amendment of Use of Proceeds from the City's General Obligation Warrants, Series 2020, and the Execution and Delivery of a First Amendment to Tax Certificate and Agreement

WHEREAS, the City of Boaz, Alabama (the "City") issued its General Obligation Warrants, Series 2020, dated September 17, 2020, issued in the original aggregate principal amount of \$8,145,000 and currently outstanding in the aggregate principal amount of \$7,900,000 (the "Series 2020 Warrants");

WHEREAS, the Series 2020 Warrants were issued pursuant to Article IV, Section 94.01 of the Recompiled Constitution of Alabama of 1901, as amended, and Ordinance No. 2020-1149 adopted by the governing body of the City on September 14, 2020 (the "Series 2020 Authorizing Ordinance");

WHEREAS, Section 2.1(a) of the Series 2020 Authorizing Ordinance, the City established that the proceeds of the Series 2020 Warrants will be used to finance the acquisition, construction and equipping of building improvements to reface existing buildings owned by the City generally referred to as the former outlet mall storefronts and/or finance recreational facilities and other capital improvements (the "Series 2020 Improvements");

WHEREAS, simultaneously with the issuance of the Series 2020 Warrants, the City also executed and delivered that certain Tax Certificate and Agreement dated as of September 17, 2020 (the "Series 2020 Tax Certificate") wherein it likewise memorialized that the proceeds of the Series 2020 Warrants would be used to finance the Series 2020 Improvements;

WHEREAS, upon the date of issuance of the Series 2020 Warrants, the City received approximately \$8,501,594.53 to finance the Series 2020 Improvements and to date, the City has applied approximately \$5,993,573.12 (which includes certain investment earnings) to finance improvements which are owned and used by the City, mainly public recreational facilities which are open to the general public;

WHEREAS, the City currently has approximately \$2,508,021.41 of remaining unspent proceeds from the Series 2020 Warrants;

WHEREAS, upon advice of its bond counsel, the City wishes to apply the remaining proceeds of the Series 2020 Warrants to finance the City's ARTRIP road project (estimated to be approximately \$3.5 million after receipt of a \$2 million grant) and additional recreational improvements for general public use (collectively, the "Amended Series 2020 Improvements") as substitution for, and in lieu of, use of said remaining proceeds from the Series 2020 Warrants to finance improvements to storefronts commonly known as the former outlet mall property;

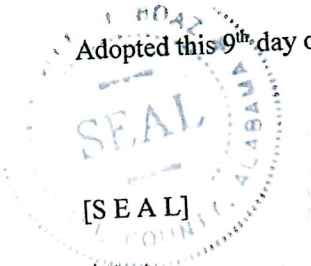
WHEREAS, the City is well within the federal tax allocation period (as set forth in Treas. Reg. § 1.148-6(d)(1)(iii) of 18 months after the later of the date the expenditure is paid or the date the project is placed in service, both with respect to any proceeds of the Series 2020 Warrants already spent and the remaining proceeds of the Series 2020 Warrants yet to be spent;

WHEREAS, the governing body of the City wishes to memorialize the use of the remaining Series 2020 proceeds for the Amended Series 2020 Improvements and authorizes the officers of the City to execute and deliver a First Amendment to the Series 2020 Tax Certificate to memorialize the same.

BE IT ORDAINED BY THE GOVERNING BODY OF BOAZ, ALABAMA, as follows:

1. **Amended Series 2020 Improvements**. The governing body of the City hereby authorizes and directs that the remaining proceeds of the Series 2020 Warrants be used to finance the Amended Series 2020 Improvements in substitution for, and in lieu of, that portion of said originally contemplated Series 2020 Improvements at the time of the issuance of the Series 2020 Warrants. The Mayor and City Clerk are each hereby authorized and directed to execute any and all documents necessary or convenient to memorialize the allocation of proceeds of the Series 2020 Warrants to the Amended Series 2020 Improvements and to apply any remaining unspent proceeds of the Series 2020 Warrants to the Amended Series 2020 Improvements.
2. **First Amendment to Series 2020 Tax Certificate**. The governing body of the City hereby authorizes the execution and delivery on behalf of the City of a First Amendment to the Series 2020 Tax Certificate to reflect the use of proceeds of the Series 2020 Warrants to the Amended Series 2020 Improvements and hereby authorizes the Mayor and City Clerk to execute and deliver said First Amendment on behalf of the City.

Adopted this 9th day of June, 2023.



[SEAL]

Attest:

Beth Stephens

 Beth Stephens, City Clerk

David Dyar

 David Dyar, Mayor

It was moved by Councilmember David Ellis that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said Ordinance 2023-1174 be suspended and that unanimous consent to the immediate consideration and adoption of the said Ordinance 2023-1174 be given. The motion was seconded by Councilmember Johnny Willis and on roll call was unanimously adopted, those answering aye being:

Ayes: David Ellis
Johnny Willis
Mike Matthews

Nays: None

The Mayor declared the motion unanimously carried.

After the said Ordinance 2023-1174 had been discussed and considered in full by the Council, it was moved by Councilmember David Ellis that the said Ordinance 2023-1174 be now placed upon its final passage and adopted. The motion was seconded by Councilmember Mike Matthews. The question being put as to the adoption of the said motion and the final passage of the said Ordinance, the roll was called with the following results:

Ayes: David Ellis
Johnny Willis
Mike Matthews

Nays: None

The Mayor declared the motion unanimously carried and the said Ordinance 2023-1174 passed and adopted as introduced.

Execution Version



ORDINANCE NO. 2023-1174

An Ordinance Authorizing the Amendment of Use of Proceeds from the City's General Obligation Warrants, Series 2020, and the Execution and Delivery of a First Amendment to Tax Certificate and Agreement

Adopted by
the City Council of
Boaz, Alabama

on
June 9, 2023



ORDINANCE NO. 2023-1174

An Ordinance Authorizing the Amendment of Use of Proceeds from the City’s General Obligation Warrants, Series 2020, and the Execution and Delivery of a First Amendment to Tax Certificate and Agreement

WHEREAS, the City of Boaz, Alabama (the “City”) issued its General Obligation Warrants, Series 2020, dated September 17, 2020, issued in the original aggregate principal amount of \$8,145,000 and currently outstanding in the aggregate principal amount of \$7,900,000 (the “Series 2020 Warrants”);

WHEREAS, the Series 2020 Warrants were issued pursuant to Article IV, Section 94.01 of the Recompiled Constitution of Alabama of 1901, as amended, and Ordinance No. 2020-1149 adopted by the governing body of the City on September 14, 2020 (the “Series 2020 Authorizing Ordinance”);

WHEREAS, Section 2.1(a) of the Series 2020 Authorizing Ordinance, the City established that the proceeds of the Series 2020 Warrants will be used to finance the acquisition, construction and equipping of building improvements to reface existing buildings owned by the City generally referred to as the former outlet mall storefronts and/or finance recreational facilities and other capital improvements (the “Series 2020 Improvements”);

WHEREAS, simultaneously with the issuance of the Series 2020 Warrants, the City also executed and delivered that certain Tax Certificate and Agreement dated as of September 17, 2020 (the “Series 2020 Tax Certificate”) wherein it likewise memorialized that the proceeds of the Series 2020 Warrants would be used to finance the Series 2020 Improvements;

WHEREAS, upon the date of issuance of the Series 2020 Warrants, the City received approximately \$8,501,594.53 to finance the Series 2020 Improvements and to date, the City has applied approximately \$5,993,573.12 (which includes certain investment earnings) to finance improvements which are owned and used by the City, mainly public recreational facilities which are open to the general public;

WHEREAS, the City currently has approximately \$2,508,021.41 of remaining unspent proceeds from the Series 2020 Warrants;

WHEREAS, upon advice of its bond counsel, the City wishes to apply the remaining proceeds of the Series 2020 Warrants to finance the City’s ARTRIP road project (estimated to be approximately \$3.5 million after receipt of a \$2 million grant) and additional recreational improvements for general public use (collectively, the “Amended Series 2020 Improvements”) as substitution for, and in lieu of, use of said remaining proceeds from the Series 2020 Warrants to finance improvements to storefronts commonly known as the former outlet mall property;

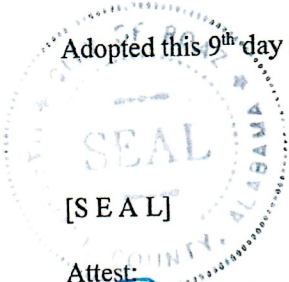
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WHEREAS, the governing body of the City wishes to memorialize the use of the remaining Series 2020 proceeds for the Amended Series 2020 Improvements and authorizes the officers of the City to execute and deliver a First Amendment to the Series 2020 Tax Certificate to memorialize the same.

BE IT ORDAINED BY THE GOVERNING BODY OF BOAZ, ALABAMA, as follows:

1. **Amended Series 2020 Improvements.** The governing body of the City hereby authorizes and directs that the remaining proceeds of the Series 2020 Warrants be used to finance the Amended Series 2020 Improvements in substitution for, and in lieu of, that portion of said originally contemplated Series 2020 Improvements at the time of the issuance of the Series 2020 Warrants. The Mayor and City Clerk are each hereby authorized and directed to execute any and all documents necessary or convenient to memorialize the allocation of proceeds of the Series 2020 Warrants to the Amended Series 2020 Improvements and to apply any remaining unspent proceeds of the Series 2020 Warrants to the Amended Series 2020 Improvements.
2. **First Amendment to Series 2020 Tax Certificate.** The governing body of the City hereby authorizes the execution and delivery on behalf of the City of a First Amendment to the Series 2020 Tax Certificate to reflect the use of proceeds of the Series 2020 Warrants to the Amended Series 2020 Improvements and hereby authorizes the Mayor and City Clerk to execute and deliver said First Amendment on behalf of the City.

Adopted this 9th day of June, 2023.



[Handwritten signature of David Dyar]

 David Dyar, Mayor

Attest:
[Handwritten signature of Beth Stephens]

 Beth Stephens, City Clerk

It was moved by Councilmember David Ellis that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said Ordinance 2023-1174 be suspended and that unanimous consent to the immediate consideration and adoption of the said Ordinance 2023-1174 be given. The motion was seconded by Councilmember Johnny Willis and on roll call was unanimously adopted, those answering aye being:

Ayes: David Ellis
Johnny Willis
Mike Matthews

Nays: None

The Mayor declared the motion unanimously carried.

After the said Ordinance 2023-1174 had been discussed and considered in full by the Council, it was moved by Councilmember David Ellis that the said Ordinance 2023-1174 be now placed upon its final passage and adopted. The motion was seconded by Councilmember Mike Matthews. The question being put as to the adoption of the said motion and the final passage of the said Ordinance, the roll was called with the following results:

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Johnny Willis
Mike Matthews

Nays: None

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Execution Version

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on
June 9, 2023

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WHEREAS, Section 2.1(a) of the Series 2020 Authorizing Ordinance, the City established that the proceeds of the Series 2020 Warrants will be used to finance the acquisition, construction and equipping of building improvements to reface existing buildings owned by the City generally referred to as the former outlet mall storefronts and/or finance recreational facilities and other capital improvements (the “Series 2020 Improvements”);

WHEREAS, simultaneously with the issuance of the Series 2020 Warrants, the City also executed and delivered that certain Tax Certificate and Agreement dated as of September 17, 2020 (the “Series 2020 Tax Certificate”) wherein it likewise memorialized that the proceeds of the Series 2020 Warrants would be used to finance the Series 2020 Improvements;

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WHEREAS, the City currently has approximately \$2,508,021.41 of remaining unspent proceeds from the Series 2020 Warrants;

WHEREAS, upon advice of its bond counsel, the City wishes to apply the remaining proceeds of the Series 2020 Warrants to finance the City’s ARTRIP road project (estimated to be approximately \$3.5 million after receipt of a \$2 million grant) and additional recreational improvements for general public use (collectively, the “Amended Series 2020 Improvements”) as substitution for, and in lieu of, use of said remaining proceeds from the Series 2020 Warrants to finance improvements to storefronts commonly known as the former outlet mall property;

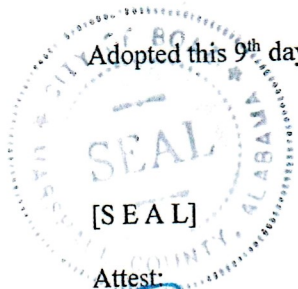
WHEREAS, the City is well within the federal tax allocation period (as set forth in Treas. Reg. § 1.148-6(d)(1)(iii) of 18 months after the later of the date the expenditure is paid or the date the project is placed in service, both with respect to any proceeds of the Series 2020 Warrants already spent and the remaining proceeds of the Series 2020 Warrants yet to be spent;

WHEREAS, the governing body of the City wishes to memorialize the use of the remaining Series 2020 proceeds for the Amended Series 2020 Improvements and authorizes the officers of the City to execute and deliver a First Amendment to the Series 2020 Tax Certificate to memorialize the same.

BE IT ORDAINED BY THE GOVERNING BODY OF BOAZ, ALABAMA, as follows:

1. **Amended Series 2020 Improvements.** The governing body of the City hereby authorizes and directs that the remaining proceeds of the Series 2020 Warrants be used to finance the Amended Series 2020 Improvements in substitution for, and in lieu of, that portion of said originally contemplated Series 2020 Improvements at the time of the issuance of the Series 2020 Warrants. The Mayor and City Clerk are each hereby authorized and directed to execute any and all documents necessary or convenient to memorialize the allocation of proceeds of the Series 2020 Warrants to the Amended Series 2020 Improvements and to apply any remaining unspent proceeds of the Series 2020 Warrants to the Amended Series 2020 Improvements.
2. **First Amendment to Series 2020 Tax Certificate.** The governing body of the City hereby authorizes the execution and delivery on behalf of the City of a First Amendment to the Series 2020 Tax Certificate to reflect the use of proceeds of the Series 2020 Warrants to the Amended Series 2020 Improvements and hereby authorizes the Mayor and City Clerk to execute and deliver said First Amendment on behalf of the City.

Adopted this 9th day of June, 2023.



[Handwritten signature of David Dyar]

 David Dyar, Mayor

Attest:
[Handwritten signature of Beth Stephens]

 Beth Stephens, City Clerk

It was moved by Councilmember David Ellis that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said Ordinance 2023-1174 be suspended and that unanimous consent to the immediate consideration and adoption of the said Ordinance 2023-1174 be given. The motion was seconded by Councilmember Johnny Willis and on roll call was unanimously adopted, those answering aye being:

Ayes: David Ellis
Johnny Willis
Mike Matthews

Nays: None

The Mayor declared the motion unanimously carried.

After the said Ordinance 2023-1174 had been discussed and considered in full by the Council, it was moved by Councilmember David Ellis that the said Ordinance 2023-1174 be now placed upon its final passage and adopted. The motion was seconded by Councilmember Mike Matthews. The question being put as to the adoption of the said motion and the final passage of the said Ordinance, the roll was called with the following results:

Ayes: David Ellis
Johnny Willis
Mike Matthews

Nays: None

The Mayor declared the motion unanimously carried and the said Ordinance 2023-1174 passed and adopted as introduced.



CITY OF BOAZ
Council Work Session Minutes
June 12, 2023
Boaz Senior Center – 5:30 PM

I. Call to Order

Mayor Dyar called the meeting to order at 5:30 P.M.

PRESENT

Mayor David Dyar
Council Member David Ellis
Council Member Johnny Willis
Council Member Jeff Sims
Council Member Mike Matthews

ABSENT

Council Member Josh Greer

II. Public Comments

Anne Frazier of 665 Frazier Road Albertville, Alabama 35950 spoke to the Mayor and Council about having a road named after her son, Wesley, who passed away twenty years ago.

III. New Business

1. Department Head Reports

Street Superintendent Kenny Smith gave an update on the Boaz Street Department.

2. Discuss Council Meeting Agenda

Mayor Dyar asked if any Council members had questions regarding the agenda.

Council Members, Mayor Dyar, and City Attorney Christie Knowles discussed Item number 4 under New Business regarding the lease agreement with Snead State Community College.

Council Members, Mayor Dyar, and City Attorney Christie Knowles discussed the animal control Ordinance.

IV. Adjourn

The meeting adjourned at 5:59 P.M.

David Dyar
Mayor

ATTEST:

Beth Stephens
City Clerk/Treasurer



CITY OF BOAZ
 Council Meeting Minutes
 June 12, 2023
 Boaz Senior Center – 6:00 PM

I. Call to Order

Mayor Dyar called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor David Dyar
 Council Member David Ellis
 Council Member Johnny Willis
 Council Member Jeff Sims
 Council Member Mike Matthews

ABSENT

Council Member Josh Greer

II. Invocation

Council Member Matthews gave the Invocation.

III. Pledge of Allegiance

Council Member Sims led the Pledge of Allegiance.

IV. Would anyone like to speak under Public Comments?

Mayor Dyar asked if anyone would like to speak under Public Comments. There was no response.

V. Adoption of Agenda

Motion made by Council Member Willis, Seconded by Council Member Ellis.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Sims,
 Council Member Matthews

VI. Reading and/or Approval of Minutes of Previous Council Meeting

1. Adopt the Work Session minutes and Council Meeting minutes from May 22, 2023.

Motion made by Council Member Sims, Seconded by Council Member Matthews.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Sims,
 Council Member Matthews

VII. Council Member Reports

1. Boaz Fire Department report for May 2023.

Council Member Ellis gave a report for the Boaz Fire Department for May 2023. See attached report.

2. Boaz Street Department report for May 2023.

Mayor Dyar gave a report for the Boaz Street Department for May 2023. See attached report.

3. Boaz Police Department report for May 2023.

Council Member Willis gave a report for the Boaz Police Department for May 2023. See attached report.

4. Boaz Parks and Recreation report for May 2023.

Council Member Sims gave a report for the Boaz Parks and Recreation Department for May 2023. See attached report.

5. Boaz Senior Center report for May 2023.

Council Member Matthews gave a report for the Boaz Senior Center for May 2023. See attached report.

6. Boaz Public Library report for May 2023.

Council Member Matthews gave a report for the Boaz Public Library for May 2023. See attached report.

VIII. Public Hearings

1. The City of Boaz Council will hold a public hearing on Monday, June 26th, 2023 at 6:00 P.M. in the Boaz Senior Center located at 112 S Church Street. The purpose of the public hearing will be to hear a request from Brett Keller. Mr. Keller is seeking to rezone property located at 465 Gold Kist Street St. From R-1 (Low Density Detached Residential District) to R-3 (High Density Single-Family Residential District). Mr. Keller seeks to build a duplex on the property.

Mayor Dyar announced that the City of Boaz Council will hold a public hearing on Monday, June 26th, 2023 at 6:00 P.M. in the Boaz Senior Center located at 112 S Church Street. The purpose of the public hearing will be to hear a request from Brett Keller. Mr. Keller is seeking to rezone property located at 465 Gold Kist Street St. From R-1 (Low Density Detached Residential District) to R-3 (High Density Single-Family Residential District). Mr. Keller seeks to build a duplex on the property.

2. The City of Boaz Council will hold a public hearing on Monday, June 26th, 2023 at 6:00 P.M. in the Boaz Senior Center located at 112 S Church Street. The purpose of the public hearing will be to discuss an amendment of section 11.02.03 Procedure of the Boaz Zoning Ordinance no. 2021-1154, as follows:

Section 11.02.03 amended to add section (3) which provides as follows:

3. Upon receipt of a negative recommendation from the Commission, the Council review process may be initiated at the request of the Applicant. Any owner of adjoining property may also request the Council review process of any positive recommendation upon which the appealing adjoining property owner objected at the Commission hearing or in writing prior to the Commission hearing. An appeal shall be submitted in writing, on any form prescribed for that purpose by the City and accompanied by the required fee, and shall state the decision appealed from, the facts and basis for the appeal, and the relief or action sought. No fee is required where an appeal is filed by the Building Official or other public official in pursuance of his/her official duties. For Commission

decisions taken after May 1, 2023, all Commission decision appeals to the Council shall be filed within ten (10) calendar days following the decision that is being appealed. The time will extend to the next business day when the tenth day falls on a day the City is not open for business. For Commission decisions prior to May, 2023, all appeals must be filed within six (6) months of the decision appealed from. The timely filing of an appeal shall stay the operation of the decision of the Commission. The Council will conduct a public hearing on all appeals where a public hearing was held prior to the decision being appealed from. Notice shall be given of the proposed hearing in the same manner as was required for the decision being appealed.

At said time and place, all persons in favor of or in opposition to said zoning change request can be heard.

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At said time and place, all persons in favor of or in opposition to said zoning change request can be heard.

IX. New Business

- 1. Accounts Payable - Approve the accounts payable voucher dated May 19, 2023 through June 2, 2023 totaling \$300,008.80.

Motion made by Council Member Ellis, Seconded by Council Member Matthews.
 Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Sims, Council Member Matthews

- 2. Adopt Resolution No. 2023-1745 authorizing the payment to J.C. Cheek Contractor, Inc. to stripe Bethsaida Road in the amount of \$27,277.20 to be paid out of the Street Improvement Fund.

Motion made by Council Member Sims, Seconded by Council Member Willis.
 Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Sims, Council Member Matthews

- 3. Adopt Resolution No. 2023-1746 awarding KG Project #22-0045 for City Wide Paving for the City of Boaz, Alabama to Whitaker Contracting Corp. in the amount of \$2,423,899.96.

Motion made by Council Member Ellis, Seconded by Council Member Sims.
 Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Sims, Council Member Matthews

- 4. Adopt Resolution No. 2023-1747 authorizing the Mayor to enter into a lease agreement with Snead State Community College.

Motion made by Council Member Sims to adopt Resolution No. 2023-1747 authorizing the Mayor to enter into a lease agreement with Snead State Community College subject to revisions in the lease regarding utilities., Seconded by Council Member Willis.
 Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Willis, Council Member Sims, Council Member Matthews

X. Mayor's Comments

- 1. Darby Pruitt has been appointed to the Boaz Planning Commission Board with a term expiring December 1, 2028.

Mayor Dyar announced Darby Pruitt has been appointed to the Boaz Planning Commission Board with a term expiring December 1, 2028.

- 2. The next Council Meeting will be June 26, 2023.

Mayor Dyar announced the next Council Meeting will be June 26, 2023.

- 3. Mayor Dyar announced Thursday, June 15th at 10:00 A.M. will be the next singing at the Senior Center.

XI. Adjourn

The Council Meeting adjourned at 6:18 P.M.

Motion made by Council Member Willis, Seconded by Council Member Ellis. The motion passed by unanimous voice vote.

David Dyar
Mayor

ATTEST:

Beth Stephens
City Clerk/Treasurer

Boaz Fire Dept

Boaz, AL

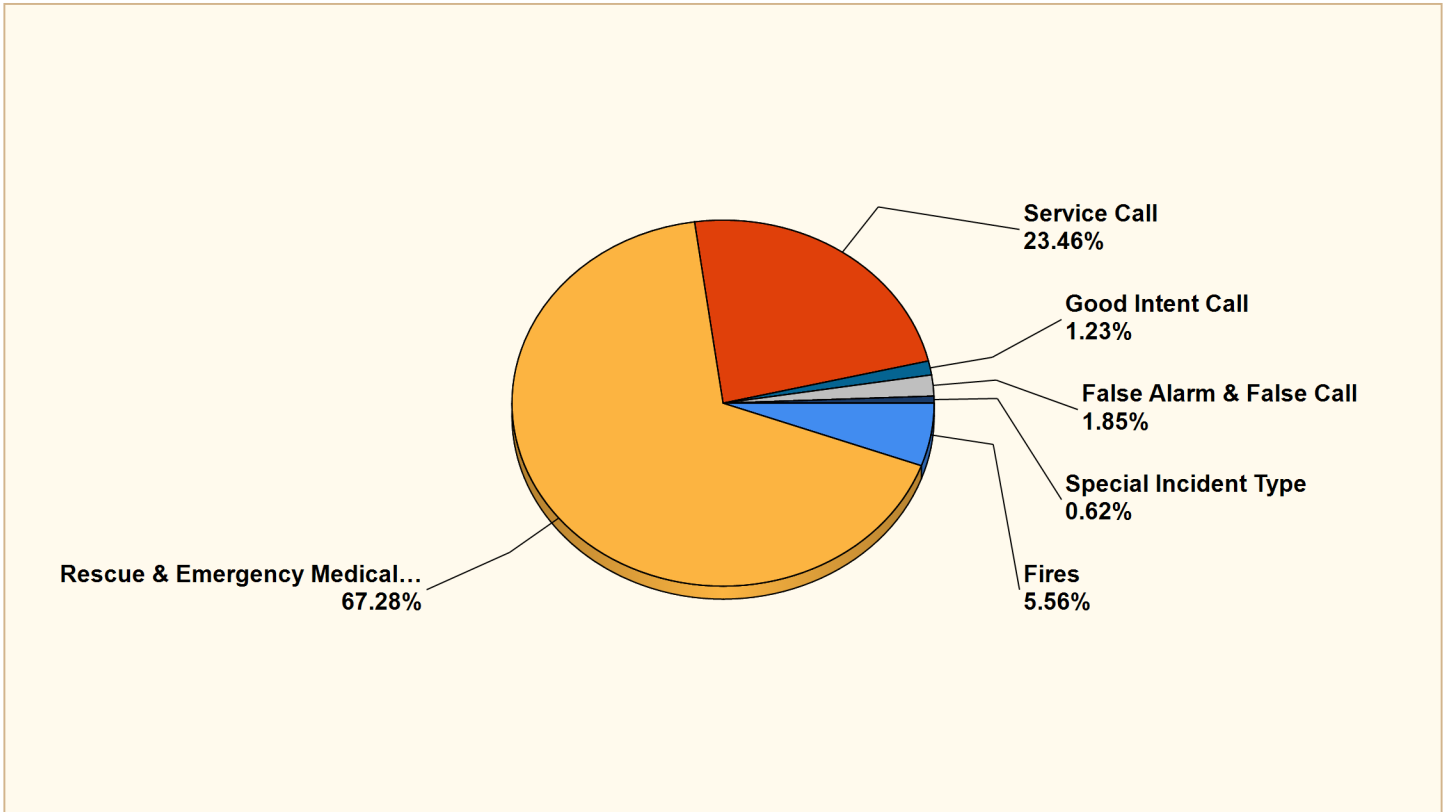
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Item 1.

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/01/2023 | End Date: 05/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	9	5.56%
Rescue & Emergency Medical Service	109	67.28%
Service Call	38	23.46%
Good Intent Call	2	1.23%
False Alarm & False Call	3	1.85%
Special Incident Type	1	0.62%
TOTAL	162	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

Item 1.

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.62%
111 - Building fire	3	1.85%
112 - Fires in structure other than in a building	2	1.23%
113 - Cooking fire, confined to container	1	0.62%
118 - Trash or rubbish fire, contained	1	0.62%
142 - Brush or brush-and-grass mixture fire	1	0.62%
311 - Medical assist, assist EMS crew	1	0.62%
320 - Emergency medical service, other	1	0.62%
321 - EMS call, excluding vehicle accident with injury	99	61.11%
322 - Motor vehicle accident with injuries	6	3.7%
324 - Motor vehicle accident with no injuries.	2	1.23%
500 - Service Call, other	1	0.62%
531 - Smoke or odor removal	1	0.62%
550 - Public service assistance, other	1	0.62%
554 - Assist invalid	35	21.6%
611 - Dispatched & cancelled en route	2	1.23%
743 - Smoke detector activation, no fire - unintentional	2	1.23%
745 - Alarm system activation, no fire - unintentional	1	0.62%
900 - Special type of incident, other	1	0.62%
TOTAL INCIDENTS:	162	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Monthly Report for Boaz Public Library: MAY 2023			Director: Lynn Burgess
Print Circulation	Adult	Juvenile	YA
Books	2256	4865	544
Print Magazines	10	0	0
Physical Audio/Video Circ.			
DVD	597	269	0
CD	123	3	0
Other Physical Circulation			
Games	27	120	0
Microfilm	0	0	0
Electronic Circulation			
eBooks	994	90	47
eMagazines	19	0	0
Downloadable Audio	680	68	33
Streaming Video	59	14	0

Interlibrary Loan	Loaned: 0	Borrowed: 0	Total: 0
Internet Usage	Adult: 522	Children: 40	Wireless: 2058
New Borrowers	Juvenile: 60	Adult: 87	Total: 147
Reference Questions	Total: 640	Volunteer Hours	Total: 12.5

Library Resources	Added	Deleted
Books	264	17
CD's	6	2
DVD's	13	1
Other	0	(puzzle) 1

Programs	Adult	YA	Juvenile	All Ages	Total
In Person Programs	5	4	12	2	23
In Person Attendance	82	27	484	108	701
Live Virtual Programs	0	0	0	0	0
Live Virtual Attendance	0	0	0	0	0
Non-Live/Recorded Programs	0	0	0	0	0
Non-Live Views	0	0	0	0	0
Passive Programs	11	1	8	1	21
Passive Attendance	171	2	341	71	585

Total Material Circulation	Total Electronic Circulation	Grand Total Circulation	Total Internet	Library Visits
8814	2004	10818	2620	4536

Boaz Public Library
Children's Programs & Activities
May 2023

Item 1.

May 2, 2023

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "The Dumb Bunnies Go to the Zoo" by Dav Pilkey. We made lions (butterflies from the story) using premade kits.

35 Children and 17 Adults

May 3, 2023

All Ages - Homeschool Hangout - A Little Something Extra Ice Cream truck talked about their journey into starting a business for special needs people to have a community-based job. Then, we enjoyed ice cream from the truck.

23 Children, 6 YA, and 15 Adults

May 4, 2023

Preschool - Albertville Pre-K - Preschool Storytime - Mrs. Savannah sang songs with the children, then took them on a library tour. Afterward, children could play in our different play areas until it was time to leave.

108 Children and 7 Adults

May 5, 2023

All Ages - Shepherd's Place - A Little Something Extra Ice Cream truck talked about their journey into starting a business for special needs people to have a community-based job. Then, we enjoyed ice cream from the truck.

48 Children, 7 YA, and 9 Adults

May 5, 2023

Preschool - Preschool Storytime - Mrs. Tori led Storytime by marching, playing instruments, singing, and reading "The Dumb Bunnies Go to the Zoo" by Dav Pilkey. We made lions (butterflies from the story) using premade kits.

4 Children and 4 Adults

May 9, 2023

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "Elosie's Mother's Day Surprise" by Lisa McClatchy. We made Mother's Day cards, played board games, and took photo booth pictures.

37 Children and 20 Adults

May 11, 2023

Juvenile - Lego Day - Water Works - Children built structures that could hold water. Buildings included: a water park, a river with a waterfall, mazes, and a sunken ship. Then, we went outside to our water table to pour water on the structures to see if any leaked. Afterward, we played in our Outdoor Classroom.

11 Children and 4 Adults

May 12, 2023

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "Elosie's Mother's Day Surprise" by Lisa McClatchy. We made Mother's Day cards, played board games, and took photo booth pictures.

12 Children and 8 Adults

May 16, 2023

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "If You Give a Dog a Donut" by Laura Numeroff. We made construction paper donuts with rainbow sprinkles. Then, we played on the Beam.

27 Children and 17 Adults

May 18, 2023

Juvenile - Third Thursday Thrills - Children made rocket flingers out of pool noodles. They could decorate their rockets and fly them in the library.

8 Children and 3 Adults

May 19, 2023

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "If You Give a Dog a Donut" by Laura Numeroff. We made construction paper donuts with rainbow sprinkles. Then, we played on the Beam.

10 Children and 7 Adults

May 21, 2023

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "Mel Fell" by Corey Tabor. We made construction paper birds and used glue to attach feathers.

36 Children and 18 Adults

May 26, 2023

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "Mel Fell" by Corey Tabor. We made construction paper birds and used glue to attach feathers.

36 Children and 18 Adults

May 30, 2023

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "Bear Came Along" by Richard T. Morris. We painted paper plate bear masks.

25 Children and 12 Adults

Passive Programs

Family Room	71
Crafty Wagon	41
STEAM Area	25
Lego Tables	42
Flower Hide and Seek	200
Question of the Month	21
Kid's Gaming Computers	40
Monthly Reading Challenge	8
1,000 Books Before Kindergarten	4

Boaz Public Library
Teen & Adult
Programs & Activities
May 2023

Item 1.

May 2, 2023

Teens - Teen Tuesday - The Werewolf Experiment Escape Room - Ages 13-19 solved puzzles and looked for clues in this escape room style game.

6 YA, 1 Adult

May 9, 2023

Teens - Dungeons & Dragons - Patrons participated in a fantasy role-playing game set in an imaginary world based loosely on medieval myth.

1 Juvenile, 4 YA, 4 Adults

May 10, 2023

Adults - Lunch & Learn - Faux Ceramic Vases - Adults made vases that looked like they were ceramic but were actually glass. Patrons brought their own lunch and we provided drinks and dessert.

4 YA, 14 Adults

May 16, 2023

Teens - Anime Club - Teens and adults watched the movie "Legend of the Millennium Dragon" while eating Japanese snacks.

1 Juvenile, 5 YA, 1 Adults

May 16, 2023

Adults - Genealogy - The Boaz Chapter of the Northeast Alabama Genealogy Society met for their monthly meeting. The topic was to discuss Gravestones, Coffins, and Unmarked Cemeteries with speaker Mark Lowe.

15 Adults

May 22, 2023

Adults - Books & Brews Book Club - Patrons drank coffee and ate snacks while discussing the book "The Humans" by Matt Haig.

3 Adults

May 23 , 2023

Teens - Dungeons & Dragons - Patrons participated in a fantasy role-playing game set in an imaginary world based loosely on medieval myth.

1 YA, 3 Adults

May 23 , 2023

Adults - Tuesday Trivia With Agatha Quiztie - Patrons tested their trivia knowledge while eating pizza and winning prizes.

3 Juvenile, 6 YA, 7 Adults

May 24 , 2023

Adults - Bingo - Patrons played the game Bingo for a chance to win prizes.

5 Juvenile, 8 YA, 17 Adults

Passive Programs

Puzzle Table - 14

Adult Coloring - 37

Cook the Book - 10

Golden Ticket - 1

Purple Box Question - 16

Tearable - 22

Take Home Craft - 10

Interactive Crossword Puzzle - 2

Just For Fun - 36

Knot of the Month - 10

Adult Beanstack Challenge - 13

Young Adult Beanstack Challenge - 2

Parks and Recreation May 2023

Pool News

Water Aerobics - May

Morning class - 88 participants

Class schedule:

Tuesday & Thursday 8:00 AM

Lifeguard of the Month - April

Liza Kate Edwards

Yoga

Yoga

23 participants in May

Class schedule:

Monday, Wednesday, & Friday 8:00 AM

May Reservations

Natatorium: 7

Conference Rooms: 27

Old Mill Park 11

Boaz Nature Park 1

Sports

Pickleball - 18 Scheduled events for May

Individual & Group Swim Lessons

ARPA Swim Team Practices

May 5 - Midnight Madness Baseball Tournament - 28 Teams

May 20 – USA Softball Tournament – 19 Teams

May 20 – USSSA Baseball Tournament – 20 Teams

May 27 – USSSA Baseball Tournament – 31 Teams

Events

Altrusa Administrative Luncheon

Cinco De Mayo Festival - Boaz High School Spanish Club

Shepherds Place 4YO Graduation

Village School Graduation

All Stars Night At The Park

Memorial Day Celebration

Boaz Police Stats

MAY 2023

Arrest: 88

Response Calls: 1831

Incident Reports: 128

Traffic Citations: 134

Accidents: 37

Private Property Accidents: 6

Fatalities: 0

Animal Control

Response Calls: 56

Animals picked up: 47

Boaz Senior Center

May 2023 Report

During the month of May:

We served 1,619 meals. Of these, 945 were homebound delivered and 674 were served here at the center.

We had a total of 710 passenger trips. We had a total of 2,155 vehicle miles and total passenger 2,011 miles. This includes medical, shopping, and delivering food and our route to pick up and bring to center and errands they need to make. We only run in the city limits of Boaz except going to the cancer center or the VA clinic in Guntersville.

Susan Duvall

Boaz Senior Center Director

May Load Totals Street Dept.

Leaves/Grass – 12 loads

Limbs - 95 loads

Junk/Rubbish - 81 loads

Litter - 64 bags

The leaf truck has unresolved computer/sensor issues. This is an ongoing issue that has been keeping it down intermittently.



City of Boaz Alabama

David Dyar
Mayor

COUNCIL
DAVID ELLIS
JOSH GREER
JOHNNY WILLIS
JEFF SIMS
MIKE MATTHEWS

Item 1.

PUBLIC NOTICE June 7, 2023

The City of Boaz Council will hold a public hearing on Monday, June 26th, 2023 at 6:00 P.M. in the Boaz Senior Center located at 112 S Church Street. The purpose of the public hearing will be to hear a request from Brett Keller. Mr. Keller is seeking to rezone property located at 465 Gold Kist Street from R-1 (Low Density Detached Residential District) to R-3 (High Density Single-Family Residential District). Mr. Keller seeks to build a duplex on the property. The legal description is as follows:

The North half of Lots 22, 23, 24, and 25 in Block of the R. E. Aldridge Addition as prepared by southern Realty Co., of Boaz, Ala., and surveyed by J.M. Morton, C.S. and platted and recorded in Plat Book 1 Page 46 in the Probate Office of Marshall County, Alabama, together with all improvements located thereon. (B-15909;tm)

At said time and place, all persons in favor of or in opposition to said zoning change request can be heard.

Beth Stephens
City Clerk/ Treasurer



City of Boaz Alabama

David Dyar
Mayor

COUNCIL
DAVID ELLIS
JOSH GREER
JOHNNY WILLIS
JEFF SIMS
MIKE MATTHEWS

Item 2.

PUBLIC NOTICE June 7, 2023

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Section 11.02.03 amended to add section (3) which provides as follows:

3. Upon receipt of a negative recommendation from the Commission, the Council review process may be initiated at the request of the Applicant. Any owner of adjoining property may also request the Council review process of any positive recommendation upon which the appealing adjoining property owner objected at the Commission hearing or in writing prior to the Commission hearing. An appeal shall be submitted in writing, on any form prescribed for that purpose by the City and accompanied by the required fee, and shall state the decision appealed from, the facts and basis for the appeal, and the relief or action sought. No fee is required where an appeal is filed by the Building Official or other public official in pursuance of his/her official duties. For Commission decisions taken after May 1, 2023, all Commission decision appeals to the Council shall be filed within ten (10) calendar days following the decision that is being appealed. The time will extend to the next business day when the tenth day falls on a day the City is not open for business. For Commission decisions prior to May, 2023, all appeals must be filed within six (6) months of the decision appealed from. The timely filing of an appeal shall stay the operation of the decision of the Commission. The Council will conduct a public hearing on all appeals where a public hearing was held prior to the decision being appealed from. Notice shall be given of the proposed hearing in the same manner as was required for the decision being appealed.

At said time and place, all persons in favor of or in opposition to said zoning change request can be heard.

Beth Stephens
City Clerk/ Treasurer

**City of Boaz
Payment Posting Journal**

User: Beth St
Date/Time: 6/9/2023 10:38 AM
Page 1 of 2

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
234	06/09/2023	Alabama Crime Victir	58	CD	234	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$457.00
						14-2-00-2010-000	Accounts Payable	\$457.00	\$0.00
Transaction Total:								\$457.00	\$457.00
235	06/09/2023	Alabama Impaired D	1785	CD	235	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$900.00
						14-2-00-2010-000	Accounts Payable	\$900.00	\$0.00
Transaction Total:								\$900.00	\$900.00
236	06/09/2023	Alabama Interlock In	2787	CD	236	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$20.00
						14-2-00-2010-000	Accounts Payable	\$20.00	\$0.00
Transaction Total:								\$20.00	\$20.00
237	06/09/2023	Alabama Peace Offic	273	CD	237	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$695.50
						14-2-00-2010-000	Accounts Payable	\$695.50	\$0.00
Transaction Total:								\$695.50	\$695.50
238	06/09/2023	Circuit Clerks' Judicia	18	CD	238	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$315.01
						14-2-00-2010-000	Accounts Payable	\$315.01	\$0.00
Transaction Total:								\$315.01	\$315.01
239	06/09/2023	Citizenship Trust	1058	CD	239	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$127.00
						14-2-00-2010-000	Accounts Payable	\$127.00	\$0.00
Transaction Total:								\$127.00	\$127.00
240	06/09/2023	D.R. Phillips Law Firm	2256	CD	240	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$2,115.50
						14-2-00-2010-000	Accounts Payable	\$2,115.50	\$0.00
Transaction Total:								\$2,115.50	\$2,115.50
241	06/09/2023	Marshall County Dist	990	CD	241	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$2,669.69
						14-2-00-2010-000	Accounts Payable	\$2,669.69	\$0.00
Transaction Total:								\$2,669.69	\$2,669.69

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242	06/09/2023	Presiding Circuit Judge	19	CD	242	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$318.67
						14-2-00-2010-000	Accounts Payable	\$318.67	\$0.00
Transaction Total:								\$318.67	\$318.67
243	06/09/2023	State Judicial Admin	1273	CD	243	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$1,290.82
						14-2-00-2010-000	Accounts Payable	\$1,290.82	\$0.00
Transaction Total:								\$1,290.82	\$1,290.82
244	06/09/2023	State Treasurer Final	946	CD	244	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$8,934.56
						14-2-00-2010-000	Accounts Payable	\$8,934.56	\$0.00
Transaction Total:								\$8,934.56	\$8,934.56
Grand Total:								\$17,843.75	\$17,843.75

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2289	06/15/2023	Paula J Thacker	3179	CD	2289	14-1-00-1014-000	Cash-Cash Bonds/Southtrust - Account	\$0.00	\$500.00
						14-2-00-2010-000	Accounts Payable	\$500.00	\$0.00
Transaction Total:								\$500.00	\$500.00
Grand Total:								\$500.00	\$500.00

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166	06/09/2023	TriGreen Equipment	2605	CD	166	03-1-10-1013-000	Cash-Street Improvement Account	\$0.00	\$14,655.67
						03-2-10-2010-000	Accounts Payable	\$14,655.67	\$0.00
Transaction Total:								\$14,655.67	\$14,655.67
Grand Total:								\$14,655.67	\$14,655.67

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103770	06/09/2023	Abbie Auto Parts, Inc	24	CD	103770	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$32.11
						01-2-10-2010-000	Accounts Payable	\$28.98	\$0.00
						01-2-10-2010-000	Accounts Payable	\$3.13	\$0.00
Transaction Total:								\$32.11	\$32.11
103771	06/09/2023	ABS Office Systems	26	CD	103771	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$665.00
						01-2-10-2010-000	Accounts Payable	\$665.00	\$0.00
Transaction Total:								\$665.00	\$665.00
103772	06/09/2023	Alabama Firearms Ac	2998	CD	103772	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$800.00
						01-2-10-2010-000	Accounts Payable	\$800.00	\$0.00
Transaction Total:								\$800.00	\$800.00
103773	06/09/2023	Alabama Interactive,	825	CD	103773	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$60.00
						01-2-10-2010-000	Accounts Payable	\$60.00	\$0.00
Transaction Total:								\$60.00	\$60.00
103774	06/09/2023	Alabama Power Com	274	CD	103774	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$184.41
						01-2-10-2010-000	Accounts Payable	\$115.37	\$0.00
						01-2-10-2010-000	Accounts Payable	\$38.96	\$0.00
						01-2-10-2010-000	Accounts Payable	\$30.08	\$0.00
Transaction Total:								\$184.41	\$184.41
103775	06/09/2023	ALEXANDER FORD	1452	CD	103775	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$133.84
						01-2-10-2010-000	Accounts Payable	\$73.17	\$0.00
						01-2-10-2010-000	Accounts Payable	\$60.67	\$0.00
Transaction Total:								\$133.84	\$133.84
103776	06/09/2023	Amazon Capital Serv	1737	CD	103776	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,901.00
						01-2-10-2010-000	Accounts Payable	\$699.15	\$0.00

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						01-2-10-2010-000	Accounts Payable	\$618.96	\$0.00
						01-2-10-2010-000	Accounts Payable	\$179.97	\$0.00
						01-2-10-2010-000	Accounts Payable	\$179.87	\$0.00
						01-2-10-2010-000	Accounts Payable	\$78.65	\$0.00
						01-2-10-2010-000	Accounts Payable	\$49.95	\$0.00
						01-2-10-2010-000	Accounts Payable	\$49.30	\$0.00
						01-2-10-2010-000	Accounts Payable	\$27.20	\$0.00
						01-2-10-2010-000	Accounts Payable	\$17.95	\$0.00
Transaction Total:								\$1,901.00	\$1,901.00
103777	06/09/2023	Bagby Elevator Co.	488	CD	103777	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$176.44
						01-2-10-2010-000	Accounts Payable	\$176.44	\$0.00
Transaction Total:								\$176.44	\$176.44
103778	06/09/2023	BMSS	2886	CD	103778	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$7,065.00
						01-2-10-2010-000	Accounts Payable	\$7,065.00	\$0.00
Transaction Total:								\$7,065.00	\$7,065.00
103779	06/09/2023	Boaz Foodland mitch	296	CD	103779	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$344.53
						01-2-10-2010-000	Accounts Payable	\$71.60	\$0.00
						01-2-10-2010-000	Accounts Payable	\$71.60	\$0.00
						01-2-10-2010-000	Accounts Payable	\$71.60	\$0.00
						01-2-10-2010-000	Accounts Payable	\$57.28	\$0.00
						01-2-10-2010-000	Accounts Payable	\$25.06	\$0.00
						01-2-10-2010-000	Accounts Payable	\$19.69	\$0.00
						01-2-10-2010-000	Accounts Payable	\$12.76	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.94	\$0.00
						01-2-10-2010-000	Accounts Payable	\$3.00	\$0.00

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Transaction Total:								\$344.53	\$344.53
103780	06/09/2023	Boaz Gas Board	299	CD	103780	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$4,537.68
						01-2-10-2010-000	Accounts Payable	\$4,537.68	\$0.00
Transaction Total:								\$4,537.68	\$4,537.68
103781	06/09/2023	Boaz Wholesale Tire	767	CD	103781	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$77.91
						01-2-10-2010-000	Accounts Payable	\$77.91	\$0.00
Transaction Total:								\$77.91	\$77.91
103782	06/09/2023	Charter Communicati	748	CD	103782	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$765.11
						01-2-10-2010-000	Accounts Payable	\$765.11	\$0.00
Transaction Total:								\$765.11	\$765.11
103783	06/09/2023	Chevrolet Of Boaz	16	CD	103783	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$90.78
						01-2-10-2010-000	Accounts Payable	\$90.78	\$0.00
Transaction Total:								\$90.78	\$90.78
103784	06/09/2023	CI POWER Solutions	3127	CD	103784	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$2,564.00
						01-2-10-2010-000	Accounts Payable	\$2,564.00	\$0.00
Transaction Total:								\$2,564.00	\$2,564.00
103785	06/09/2023	Cintas Corporation 7	365	CD	103785	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$54.00
						01-2-10-2010-000	Accounts Payable	\$54.00	\$0.00
Transaction Total:								\$54.00	\$54.00
103786	06/09/2023	Cintas Corporation 7	365	CD	103786	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$295.98
						01-2-10-2010-000	Accounts Payable	\$295.98	\$0.00
Transaction Total:								\$295.98	\$295.98
103787	06/09/2023	Cintas Corporation 7	365	CD	103787	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$331.51
						01-2-10-2010-000	Accounts Payable	\$331.51	\$0.00

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								Transaction Total:	\$331.51	\$331.51
103788	06/09/2023	Alaina Duvall	3026	CD	103788	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00	
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00	
								Transaction Total:	\$50.00	\$50.00
103789	06/09/2023	ESO Solutions, Inc.	2435	CD	103789	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$303.60	
						01-2-10-2010-000	Accounts Payable	\$303.60	\$0.00	
								Transaction Total:	\$303.60	\$303.60
103790	06/09/2023	Etowah Co Communi	71	CD	103790	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,180.00	
						01-2-10-2010-000	Accounts Payable	\$760.00	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$420.00	\$0.00	
								Transaction Total:	\$1,180.00	\$1,180.00
103791	06/09/2023	Etowah Co. Drug Enf	1101	CD	103791	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,050.00	
						01-2-10-2010-000	Accounts Payable	\$1,050.00	\$0.00	
								Transaction Total:	\$1,050.00	\$1,050.00
103792	06/09/2023	Fast Fixin Foods	520	CD	103792	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,140.60	
						01-2-10-2010-000	Accounts Payable	\$1,014.90	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$87.80	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$37.90	\$0.00	
								Transaction Total:	\$1,140.60	\$1,140.60
103793	06/09/2023	Galls	533	CD	103793	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$184.80	
						01-2-10-2010-000	Accounts Payable	\$184.80	\$0.00	
								Transaction Total:	\$184.80	\$184.80
103794	06/09/2023	Gene Cordova	207	CD	103794	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$375.00	
						01-2-10-2010-000	Accounts Payable	\$375.00	\$0.00	

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Transaction Total:								\$375.00	\$375.00
103795	06/09/2023	Georgia State Road	3168	CD	103795	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$28.00
						01-2-10-2010-000	Accounts Payable	\$28.00	\$0.00
Transaction Total:								\$28.00	\$28.00
103796	06/09/2023	Ingram Library Servi	675	CD	103796	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$202.86
						01-2-10-2010-000	Accounts Payable	\$147.52	\$0.00
						01-2-10-2010-000	Accounts Payable	\$55.34	\$0.00
Transaction Total:								\$202.86	\$202.86
103797	06/09/2023	Lowe's	527	CD	103797	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$428.11
						01-2-10-2010-000	Accounts Payable	\$428.11	\$0.00
Transaction Total:								\$428.11	\$428.11
103798	06/09/2023	MCI Communication	714	CD	103798	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$44.10
						01-2-10-2010-000	Accounts Payable	\$44.10	\$0.00
Transaction Total:								\$44.10	\$44.10
103799	06/09/2023	Municipal Software C	491	CD	103799	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$3,600.00
						01-2-10-2010-000	Accounts Payable	\$3,600.00	\$0.00
Transaction Total:								\$3,600.00	\$3,600.00
103800	06/09/2023	Nafeco Inc.	789	CD	103800	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$698.00
						01-2-10-2010-000	Accounts Payable	\$698.00	\$0.00
Transaction Total:								\$698.00	\$698.00
103801	06/09/2023	Piggly Wiggly Grocer	922	CD	103801	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$9.98
						01-2-10-2010-000	Accounts Payable	\$9.98	\$0.00
Transaction Total:								\$9.98	\$9.98
103802	06/09/2023	Prolab Services	2755	CD	103802	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$700.00

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						01-2-10-2010-000	Accounts Payable	\$700.00	\$0.00
Transaction Total:								\$700.00	\$700.00
103803	06/09/2023	Quadient Leasing US	2008	CD	103803	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$244.83
						01-2-10-2010-000	Accounts Payable	\$244.83	\$0.00
Transaction Total:								\$244.83	\$244.83
103804	06/09/2023	Rains Body Shop	616	CD	103804	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$750.00
						01-2-10-2010-000	Accounts Payable	\$750.00	\$0.00
Transaction Total:								\$750.00	\$750.00
103805	06/09/2023	Republic Services	1200	CD	103805	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$15,482.00
						01-2-10-2010-000	Accounts Payable	\$12,540.56	\$0.00
						01-2-10-2010-000	Accounts Payable	\$2,941.44	\$0.00
Transaction Total:								\$15,482.00	\$15,482.00
103806	06/09/2023	Robinson & Waldrop	1609	CD	103806	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$3,811.25
						01-2-10-2010-000	Accounts Payable	\$3,811.25	\$0.00
Transaction Total:								\$3,811.25	\$3,811.25
103807	06/09/2023	The Way Commercia	2592	CD	103807	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$4,880.00
						01-2-10-2010-000	Accounts Payable	\$4,880.00	\$0.00
Transaction Total:								\$4,880.00	\$4,880.00
103808	06/09/2023	Therapy Plus Fitness	393	CD	103808	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$100.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
Transaction Total:								\$100.00	\$100.00
103809	06/09/2023	Tractor Supply Credit	409	CD	103809	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$129.55
						01-2-10-2010-000	Accounts Payable	\$129.55	\$0.00
Transaction Total:								\$129.55	\$129.55

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103810	06/09/2023	TriGreen Equipment	2605	CD	103810	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$2,102.61
						01-2-10-2010-000	Accounts Payable	\$2,102.61	\$0.00
Transaction Total:								\$2,102.61	\$2,102.61
103811	06/09/2023	Triple Point Industrie	88	CD	103811	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$140.40
						01-2-10-2010-000	Accounts Payable	\$140.40	\$0.00
Transaction Total:								\$140.40	\$140.40
103812	06/09/2023	Tucker, Danny	1022	CD	103812	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$400.00
						01-2-10-2010-000	Accounts Payable	\$400.00	\$0.00
Transaction Total:								\$400.00	\$400.00
103813	06/09/2023	Tugger Automotive	3148	CD	103813	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,002.36
						01-2-10-2010-000	Accounts Payable	\$698.21	\$0.00
						01-2-10-2010-000	Accounts Payable	\$304.15	\$0.00
Transaction Total:								\$1,002.36	\$1,002.36
103814	06/09/2023	Weathers Hardware	966	CD	103814	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$798.54
						01-2-10-2010-000	Accounts Payable	\$0.00	\$8.07
						01-2-10-2010-000	Accounts Payable	\$514.84	\$0.00
						01-2-10-2010-000	Accounts Payable	\$58.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$56.97	\$0.00
						01-2-10-2010-000	Accounts Payable	\$44.06	\$0.00
						01-2-10-2010-000	Accounts Payable	\$26.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$22.73	\$0.00
						01-2-10-2010-000	Accounts Payable	\$14.25	\$0.00
						01-2-10-2010-000	Accounts Payable	\$10.90	\$0.00
						01-2-10-2010-000	Accounts Payable	\$10.18	\$0.00
						01-2-10-2010-000	Accounts Payable	\$9.12	\$0.00

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						01-2-10-2010-000	Accounts Payable	\$8.10	\$0.00
						01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$8.07	\$0.00
						01-2-10-2010-000	Accounts Payable	\$7.67	\$0.00
						01-2-10-2010-000	Accounts Payable	\$6.95	\$0.00
						01-2-10-2010-000	Accounts Payable	\$6.79	\$0.00
Transaction Total:								\$806.61	\$806.61
103815	06/09/2023	Connie White	3169	CD	103815	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$100.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
Transaction Total:								\$100.00	\$100.00
Grand Total:								\$60,023.96	\$60,023.96

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
1716	06/09/2023	Robinson & Waldrop	1609	CD	1716	12-1-10-1010-000	Cash - Facility Management Fd	\$0.00	\$210.00
						12-2-00-2010-000	Accounts Payable	\$210.00	\$0.00
Transaction Total:								\$210.00	\$210.00
Grand Total:								\$210.00	\$210.00

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103816	06/15/2023	Abbie Auto Parts, Inc	24	CD	103816	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$66.79
						01-2-10-2010-000	Accounts Payable	\$66.79	\$0.00
Transaction Total:								\$66.79	\$66.79
103817	06/15/2023	AEIC LLC	2682	CD	103817	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$90.00
						01-2-10-2010-000	Accounts Payable	\$90.00	\$0.00
Transaction Total:								\$90.00	\$90.00
103818	06/15/2023	ALEXANDER FORD	1452	CD	103818	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$444.54
						01-2-10-2010-000	Accounts Payable	\$380.05	\$0.00
						01-2-10-2010-000	Accounts Payable	\$64.49	\$0.00
Transaction Total:								\$444.54	\$444.54
103819	06/15/2023	Amazon Capital Servi	1737	CD	103819	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,346.91
						01-2-10-2010-000	Accounts Payable	\$0.00	\$65.00
						01-2-10-2010-000	Accounts Payable	\$889.30	\$0.00
						01-2-10-2010-000	Accounts Payable	\$243.28	\$0.00
						01-2-10-2010-000	Accounts Payable	\$117.70	\$0.00
						01-2-10-2010-000	Accounts Payable	\$65.00	\$0.00
						01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$65.00	\$0.00
01-2-10-2010-000	Accounts Payable	\$31.63	\$0.00						
Transaction Total:								\$1,411.91	\$1,411.91
103820	06/15/2023	Atsmagic Entertainm	248	CD	103820	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$450.00
						01-2-10-2010-000	Accounts Payable	\$450.00	\$0.00
Transaction Total:								\$450.00	\$450.00
103821	06/15/2023	BIRMINGHAM FREIG	1558	CD	103821	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$475.42
						01-2-10-2010-000	Accounts Payable	\$475.42	\$0.00
Transaction Total:								\$475.42	\$475.42

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103822	06/15/2023	Jaime Bliss	2688	CD	103822	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
103823	06/15/2023	Boaz Foodland mitch	296	CD	103823	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$115.58
						01-2-10-2010-000	Accounts Payable	\$71.60	\$0.00
						01-2-10-2010-000	Accounts Payable	\$35.80	\$0.00
						01-2-10-2010-000	Accounts Payable	\$8.18	\$0.00
Transaction Total:								\$115.58	\$115.58
103824	06/15/2023	Buffalo Rock Co.	892	CD	103824	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$2,884.80
						01-2-10-2010-000	Accounts Payable	\$640.80	\$0.00
						01-2-10-2010-000	Accounts Payable	\$557.30	\$0.00
						01-2-10-2010-000	Accounts Payable	\$515.50	\$0.00
						01-2-10-2010-000	Accounts Payable	\$390.40	\$0.00
						01-2-10-2010-000	Accounts Payable	\$390.40	\$0.00
						01-2-10-2010-000	Accounts Payable	\$390.40	\$0.00
Transaction Total:								\$2,884.80	\$2,884.80
103825	06/15/2023	Center Point Publishi	312	CD	103825	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$373.32
						01-2-10-2010-000	Accounts Payable	\$233.10	\$0.00
						01-2-10-2010-000	Accounts Payable	\$140.22	\$0.00
Transaction Total:								\$373.32	\$373.32
103826	06/15/2023	Cherokee Electric Co.	316	CD	103826	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$421.88
						01-2-10-2010-000	Accounts Payable	\$421.88	\$0.00
Transaction Total:								\$421.88	\$421.88
103827	06/15/2023	Chevrolet Of Boaz	16	CD	103827	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$367.73
						01-2-10-2010-000	Accounts Payable	\$276.10	\$0.00

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						01-2-10-2010-000	Accounts Payable	\$91.63	\$0.00
Transaction Total:								\$367.73	\$367.73
103828	06/15/2023	Cintas Corporation 7	365	CD	103828	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$807.07
						01-2-10-2010-000	Accounts Payable	\$519.07	\$0.00
						01-2-10-2010-000	Accounts Payable	\$199.07	\$0.00
						01-2-10-2010-000	Accounts Payable	\$75.90	\$0.00
						01-2-10-2010-000	Accounts Payable	\$13.03	\$0.00
Transaction Total:								\$807.07	\$807.07
103829	06/15/2023	City Of Boaz Reserve	1179	CD	103829	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$27,005.19
						01-2-10-2010-000	Accounts Payable	\$27,005.19	\$0.00
Transaction Total:								\$27,005.19	\$27,005.19
103830	06/15/2023	Commercial Energy S	2603	CD	103830	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$717.20
						01-2-10-2010-000	Accounts Payable	\$717.20	\$0.00
Transaction Total:								\$717.20	\$717.20
103831	06/15/2023	Craft Training Fund	167	CD	103831	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,553.00
						01-2-10-2010-000	Accounts Payable	\$1,553.00	\$0.00
Transaction Total:								\$1,553.00	\$1,553.00
103832	06/15/2023	Casey Davis	2705	CD	103832	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
103833	06/15/2023	Dilma Diaz	3176	CD	103833	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
103834	06/15/2023	Dixon Tire Service	506	CD	103834	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$158.95

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						01-2-10-2010-000	Accounts Payable	\$124.95	\$0.00
						01-2-10-2010-000	Accounts Payable	\$34.00	\$0.00
Transaction Total:								\$158.95	\$158.95
103835	06/15/2023	Edmondson Screen F	1041	CD	103835	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$42.98
						01-2-10-2010-000	Accounts Payable	\$42.98	\$0.00
Transaction Total:								\$42.98	\$42.98
103836	06/15/2023	Fast Fixin Foods	520	CD	103836	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$4,648.70
						01-2-10-2010-000	Accounts Payable	\$2,537.90	\$0.00
						01-2-10-2010-000	Accounts Payable	\$2,045.90	\$0.00
						01-2-10-2010-000	Accounts Payable	\$64.90	\$0.00
Transaction Total:								\$4,648.70	\$4,648.70
103837	06/15/2023	Meagan Garrison	3171	CD	103837	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$45.00
						01-2-10-2010-000	Accounts Payable	\$45.00	\$0.00
Transaction Total:								\$45.00	\$45.00
103838	06/15/2023	Jennifer Giddens	3172	CD	103838	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
103839	06/15/2023	Henry Schein Inc	462	CD	103839	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$245.64
						01-2-10-2010-000	Accounts Payable	\$0.00	\$18.96
						01-2-10-2010-000	Accounts Payable	\$169.80	\$0.00
						01-2-10-2010-000	Accounts Payable	\$56.88	\$0.00
						01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$18.96	\$0.00
						01-2-10-2010-000	Accounts Payable	\$18.96	\$0.00
Transaction Total:								\$264.60	\$264.60

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103840	06/15/2023	Ingram Library Servi	675	CD	103840	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$245.80
						01-2-10-2010-000	Accounts Payable	\$220.10	\$0.00
						01-2-10-2010-000	Accounts Payable	\$25.70	\$0.00
Transaction Total:								\$245.80	\$245.80
103841	06/15/2023	James Keener Garag	1070	CD	103841	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$78.82
						01-2-10-2010-000	Accounts Payable	\$78.82	\$0.00
Transaction Total:								\$78.82	\$78.82
103842	06/15/2023	Krystal Johnson	3068	CD	103842	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
103843	06/15/2023	Michael Kerr	2907	CD	103843	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
103844	06/15/2023	Kelsey Luce	2667	CD	103844	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
103845	06/15/2023	Greg McDowell, Yard	2852	CD	103845	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$175.00
						01-2-10-2010-000	Accounts Payable	\$175.00	\$0.00
Transaction Total:								\$175.00	\$175.00
103846	06/15/2023	Marshall Industrial Si	696	CD	103846	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$194.45
						01-2-10-2010-000	Accounts Payable	\$116.25	\$0.00
						01-2-10-2010-000	Accounts Payable	\$78.20	\$0.00
Transaction Total:								\$194.45	\$194.45
103847	06/15/2023	Marshall Medical Cen	455	CD	103847	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$201.23

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						01-2-10-2010-000	Accounts Payable	\$201.23	\$0.00
Transaction Total:								\$201.23	\$201.23
103848	06/15/2023	Marshall-Dekalb Elec	686	CD	103848	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$23,984.83
						01-2-10-2010-000	Accounts Payable	\$23,984.83	\$0.00
Transaction Total:								\$23,984.83	\$23,984.83
103849	06/15/2023	Lindsay Miller	3177	CD	103849	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
103850	06/15/2023	Mowrey Elevator Co	2771	CD	103850	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$150.00
						01-2-10-2010-000	Accounts Payable	\$150.00	\$0.00
Transaction Total:								\$150.00	\$150.00
103851	06/15/2023	Municipal and Comm	3170	CD	103851	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$345.66
						01-2-10-2010-000	Accounts Payable	\$179.50	\$0.00
						01-2-10-2010-000	Accounts Payable	\$166.16	\$0.00
Transaction Total:								\$345.66	\$345.66
103852	06/15/2023	O'Reilly Automotive I	418	CD	103852	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$29.63
						01-2-10-2010-000	Accounts Payable	\$29.63	\$0.00
Transaction Total:								\$29.63	\$29.63
103853	06/15/2023	Omni Business Mach	913	CD	103853	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$809.20
						01-2-10-2010-000	Accounts Payable	\$809.20	\$0.00
Transaction Total:								\$809.20	\$809.20
103854	06/15/2023	Piggly Wiggly Grocer	922	CD	103854	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$602.16
						01-2-10-2010-000	Accounts Payable	\$577.56	\$0.00
						01-2-10-2010-000	Accounts Payable	\$24.60	\$0.00

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								Transaction Total:	\$602.16	\$602.16
103855	06/15/2023	Republic Services	1200	CD	103855	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$53,081.92	
						01-2-10-2010-000	Accounts Payable	\$53,081.92	\$0.00	
								Transaction Total:	\$53,081.92	\$53,081.92
103856	06/15/2023	Rocic	394	CD	103856	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$300.00	
						01-2-10-2010-000	Accounts Payable	\$300.00	\$0.00	
								Transaction Total:	\$300.00	\$300.00
103857	06/15/2023	Matthew Rucker	3178	CD	103857	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$500.00	
						01-2-10-2010-000	Accounts Payable	\$500.00	\$0.00	
								Transaction Total:	\$500.00	\$500.00
103858	06/15/2023	Sand Mountain Htg. i	936	CD	103858	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$2,298.00	
						01-2-10-2010-000	Accounts Payable	\$2,125.00	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$173.00	\$0.00	
								Transaction Total:	\$2,298.00	\$2,298.00
103859	06/15/2023	Sand Mountain Vend	538	CD	103859	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$54.50	
						01-2-10-2010-000	Accounts Payable	\$37.00	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$17.50	\$0.00	
								Transaction Total:	\$54.50	\$54.50
103860	06/15/2023	Madison Self	2684	CD	103860	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00	
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00	
								Transaction Total:	\$50.00	\$50.00
103861	06/15/2023	Nicholas Sherman	3139	CD	103861	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$168.13	
						01-2-10-2010-000	Accounts Payable	\$131.86	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$36.27	\$0.00	

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								Transaction Total:	\$168.13	\$168.13
103862	06/15/2023	Tractor & Equipment	950	CD	103862	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$420.00	
						01-2-10-2010-000	Accounts Payable	\$420.00	\$0.00	
								Transaction Total:	\$420.00	\$420.00
103863	06/15/2023	Tucker, Danny	1022	CD	103863	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,200.00	
						01-2-10-2010-000	Accounts Payable	\$400.00	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$400.00	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$400.00	\$0.00	
								Transaction Total:	\$1,200.00	\$1,200.00
103864	06/15/2023	US Hydraulics	2662	CD	103864	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$150.00	
						01-2-10-2010-000	Accounts Payable	\$150.00	\$0.00	
								Transaction Total:	\$150.00	\$150.00
103865	06/15/2023	Water Way	2039	CD	103865	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$154.91	
						01-2-10-2010-000	Accounts Payable	\$65.95	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$45.00	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$31.97	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$11.99	\$0.00	
								Transaction Total:	\$154.91	\$154.91
103866	06/15/2023	Wayfaring Truck Acc	101	CD	103866	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$58.95	
						01-2-10-2010-000	Accounts Payable	\$58.95	\$0.00	
								Transaction Total:	\$58.95	\$58.95
103867	06/15/2023	WBSA Radio	964	CD	103867	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$925.00	
						01-2-10-2010-000	Accounts Payable	\$800.00	\$0.00	
						01-2-10-2010-000	Accounts Payable	\$125.00	\$0.00	
								Transaction Total:	\$925.00	\$925.00

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103868	06/15/2023	Weathers Hardware	966	CD	103868	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$644.39
						01-2-10-2010-000	Accounts Payable	\$164.29	\$0.00
						01-2-10-2010-000	Accounts Payable	\$85.35	\$0.00
						01-2-10-2010-000	Accounts Payable	\$83.98	\$0.00
						01-2-10-2010-000	Accounts Payable	\$44.97	\$0.00
						01-2-10-2010-000	Accounts Payable	\$43.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$41.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$32.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$27.69	\$0.00
						01-2-10-2010-000	Accounts Payable	\$26.55	\$0.00
						01-2-10-2010-000	Accounts Payable	\$21.70	\$0.00
						01-2-10-2010-000	Accounts Payable	\$15.57	\$0.00
						01-2-10-2010-000	Accounts Payable	\$10.42	\$0.00
						01-2-10-2010-000	Accounts Payable	\$9.03	\$0.00
						01-2-10-2010-000	Accounts Payable	\$7.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$6.95	\$0.00
						01-2-10-2010-000	Accounts Payable	\$6.90	\$0.00
						01-2-10-2010-000	Accounts Payable	\$4.45	\$0.00
						01-2-10-2010-000	Accounts Payable	\$3.45	\$0.00
						01-2-10-2010-000	Accounts Payable	\$2.32	\$0.00
						01-2-10-2010-000	Accounts Payable	\$1.20	\$0.00
						01-2-10-2010-000	Accounts Payable	\$1.17	\$0.00
						01-2-10-2010-000	Accounts Payable	\$1.02	\$0.00
						01-2-10-2010-000	Accounts Payable	\$0.42	\$0.00

Transaction Total: \$644.39 \$644.39

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 6/15/2023 9:07 AM
 Page 10 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
103869	06/15/2023	Weathers Rental Cen	965	CD	103869	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$2,450.00
						01-2-10-2010-000	Accounts Payable	\$2,450.00	\$0.00
Transaction Total:								\$2,450.00	\$2,450.00
103870	06/15/2023	Christa Whitman	3173	CD	103870	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
103871	06/15/2023	Tessa Winston	3174	CD	103871	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
Grand Total:								\$132,117.24	\$132,117.24

**City of Boaz
Payment Posting Journal**

User: Beth St
Date/Time: 6/15/2023 8:30 AM
 Page 1 of 1

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
1717	06/15/2023	Boaz Water & Sewer	304	CD	1717	12-1-10-1010-000	Cash - Facility Management Fd	\$0.00	\$243.72
						12-2-00-2010-000	Accounts Payable	\$243.72	\$0.00
Transaction Total:								\$243.72	\$243.72
Grand Total:								\$243.72	\$243.72

**City of Boaz
Payment Posting Journal**

User: Beth St
Date/Time: 6/9/2023 10:55 AM
 Page 1 of 1

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
434	06/09/2023	Boaz City Board of E	395	CD	434	16-1-00-1074-000	Cash-Sp1978 School Fd/1st Bank - Acc	\$0.00	\$21,500.00
						16-2-00-2010-000	Accounts Payable	\$21,500.00	\$0.00
Transaction Total:								\$21,500.00	\$21,500.00
Grand Total:								\$21,500.00	\$21,500.00

**JOB DESCRIPTION
CITY OF BOAZ, ALABAMA**

JOB TITLE: PERSONNEL DIRECTOR/~~DIRECTOR OF ECONOMIC DEVELOPMENT~~

CODE: 100

(Amended by Council 04/10/2017)

JOB DEFINITION

This position consists of highly responsible administrative work in directing and coordinating the personnel ~~and economic development~~ program of the city. Responsibility includes the development, implementation, and administration of all City personnel programs including recruitment, selection, placement, position classification and pay and benefit activities, employee relations and training and safety programs. In addition, the Director is responsible for developing, coordinating and implementing the budget and appropriations for personnel costs for all City departments. ~~Position is responsible for facilitating and promoting economic development. Duties include; negotiate and monitor community empowerment; transfer initiatives and monitor opportunities for economic development; facilitate and monitor community projects. Provide representation for the city.~~ Work is performed under the general supervision of the Mayor with assignments reviewed for results and general conformance with the City administration policies, and through discussions and analysis of recommendations and reports. This position is classified as **EXEMPT**.

ESSENTIAL FUNCTIONS

- < Conduct personnel recruitment and training including written, oral, and performance examinations and materials.
- < Establish position classifications; prepare and revise class specifications; post notice of vacancies. Create and maintain personnel folders.
- < Devise methods for improving quality and efficiency of personnel activities; evaluate and devise needed improvements in the utilization of human resources.
- < Process insurance claims and assess liability; administer employee health, dental, life and workmen's compensation programs.
- < Investigate problems incident to re-allocation of personnel, working conditions, disciplinary actions, and employee complaints, and recommend appropriate action.
- < Interpret personnel policies to departmental officials and employees.
- < Conduct periodic pay surveys and recommend appropriate revisions to the pay plan; verify timecards and retirement reports and leave records including annual and sick leave balances.
- < Administer payroll to include approving timecards for subordinates; certify payroll checks; and transfer necessary funds to payroll accounts.
- < Prepare budget for and develop personnel costs for all departments.
- < Maintain and monitor the personnel records and complete job performance evaluations on all subordinate personnel.
- < Direct the establishment, implementation, and maintenance of the benefit functions, insurance and Employee Services.
- < Make employee and occupational adjustments as required; approve all status and payroll changes.
- < Administer the Drug Free Workplace program; all employment laws including ADA and FMLA requirements; and EEOC requirements.
- < Direct the City's human resources efforts; responsible for the overall results obtained; plan, organize and monitor conformance with policies and personnel laws.
- < Participate in community engagement functions as assigned by supervisor.
- < Any other duties assigned.
- ~~< Recommend and report as necessary to the Mayor and City Council; attend Council meetings as required; and attend meetings representing the Mayor.~~
- ~~< Facilitate community development planning in order to identify and establish development.~~
- ~~< Establish community transfer and empowerment initiatives in order to ensure the transfer of powers responsibilities is beneficial to the community.~~
- ~~< Secure funding for community development activities and programs in order to ensure the community has the necessary resources for development.~~
- ~~< Plan for and conduct industrial, commercial and retail development.~~

< Provide support to Mayor and Council to ensure they can make effective decisions.

PERSONNEL DIRECTOR/DIRECTOR OF ECONOMIC DEVELOPMENT

CODE: 100

KNOWLEDGE, SKILLS, AND ABILITIES

- < Thorough knowledge of the principles of modern personnel management, employee relations, and applicable employment and Equal Employment Opportunity laws and rulings.
- < Thorough knowledge of fundamental principles and practices of personnel administration including classification, selection, compensation, examination, and personnel transactions.
- < Considerable knowledge of the administration of city governmental functions, organizations.
- < Considerable knowledge of the practices, terminology, and requirements of a wide variety of occupations.
- < Considerable knowledge of modern office practices and procedures.
- < Considerable knowledge of statistics and mathematics for calculations and projections of personnel actions and activities.
- < Ability to plan, assign, and coordinate the activities of assigned personnel.
- < Ability to direct examination and training activities and to assist in the development of long-range plans for effective administration of the City's personnel programs.
- < Ability to communicate clearly and concisely, orally and in writing.
- < Ability to establish and maintain effective working relationships with elected officials, departmental heads, employees, governmental agencies, and the general public.
- < Considerable knowledge in community planning and development.
- < Considerable knowledge in community transfer programs.
- < Working knowledge of economic development principles.
- < Skilled in effective negotiation and mediation skills.
- < Ability to analyze local, regional, and territorial development potential and opportunities.
- < Ability to develop and analyze community development plans.

QUALIFICATIONS

Any combination of experience and training equivalent to thorough knowledge of personnel management, economic development management, project management, business management, including experience in a responsible technical capacity, preferably in a governmental unit. Must complete 2 years of OJT before personnel certification. Additional training in public relations, and grant writing is preferred. Willingness to travel to represent the city in economic development opportunities and recruitment.

NECESSARY SPECIAL REQUIREMENTS

- < Incumbent is required to meet all requirements for Public Personnel Director Certification.
- < Graduation from an accredited college with major field of study in Human Resource Management, public administration, or a related field of study.
- < Must pass the required physical examination after position is offered.

Boaz Correctional Facility Standard Operating Procedures

(S. O. P.)



Updated as of June, 2023; Adopted by Boaz City Council on _____

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BOAZ CORRECTIONAL FACILITY INTRODUCTION:

Purpose of Manual: This manual promulgates department rules and duties to assist in their application in a uniform and orderly manner. This manual is a living document. It should be updated periodically and is in a constant state of change or betterment. No set policies, procedures or regulations can cover all circumstances which might arise. This manual shall serve as a guide post which, when used with common sense, sound judgment, and reasonable discretion, will aid in fulfilling the department's obligations to the Citizens of Boaz.

BOAZ CORRECTIONAL FACILITY MISSION STATEMENT:

The Boaz Correctional Facility is a minimum-security holding facility located within the City Limits of Boaz, Alabama. The Mission of the facility is to provide those inmates or detainees who become incarcerated here, whether these persons are awaiting court hearings or have been sentenced to serve time by a court of law, with a safe, clean, and sanitary housing area.

The mission will also consist of providing sufficient staff to perform visual as well as electronic monitoring of all inmates and detainees and facility itself.

The mission of this Facility and Department, as well as the purpose of this document is to have in place policies with respect to:

1. Confinement authority
2. Denial of admission due to medical reasons
3. Telephone calls
4. Correspondences
5. Visitation
6. Medication and prescription procedures
7. Inmate property handling and acceptance or release
8. A published plan to meet emergencies such as assaults, fires, rebellion, escape or any other type of emergency which could arise against the facility
9. Strict no-tolerance for any form of sexual harassment within the facility

BOAZ CORRECTIONAL FACILITY POLICY ON JAIL RULES

Policy: The following policy will be established to ensure that the rules and regulations which are to be in place with regard to monitoring the safety and wellbeing of the inmates who become incarcerated here will be strictly enforced. This policy will also ensure that the Jail staff will be afforded a safe and effective workplace.

All incoming inmates will be strip-searched prior to placement in the general population. This is to deter weapons, contraband or any other illegal items from entering the main

population. New inmates will be strip searched in a discrete manner before entering the jail area. This will be done in a professional manner. The strip search of male inmates will be done by male corrections officers and female inmates will be searched by female corrections officers or a female member of the police department. If the same gender officer is not available to do the search of the inmate, that inmate needs to be placed in isolation until they can be searched by an officer of the same gender. Also, inmates coming back from an outside work detail where they have not been under constant observation by a member of the police department will be strip-searched as well. Newly arriving inmates will be given a copy of jail rules and a list of items which an inmate is allowed to have.

All incoming inmates and detainees will be sent through the shower area. They will be provided the following jail-issued clothing:

1. Newly arriving inmates will be issued orange/white or black/white pants
2. Inmates with no holds will be given a green shirt
3. Inmates charged or convicted of misdemeanors only will be issued a yellow shirt
4. Inmates with felony holds will be issued a red shirt

Inmates will be issued bedding items prior to being placed in any pod or cell. Inmates will be issued a mat. Exception: When the inmate exhibits behavior that would lead a staff member to believe that the inmate may harm themselves, bedding items to include certain clothing items can be withheld by order of shift supervisor. This shall not be done to humiliate or embarrass the inmate and shall only be done as an extreme measure to prevent the inmate from harming themselves.

All inmates will shower daily.

Inmates must change their underwear/underclothing daily after shower time. Inmates will be given fresh clean clothing on the following days: Tuesdays, Thursdays and Saturdays.

Linens will be exchanged on a one for one basis on Tuesdays and Saturdays. Linens are to be placed on bunks in an orderly fashion. All inmates will make and keep their bunks made up during the day. This is to be done immediately after wake-up call. Inmates will keep the area around their bunks clean and free of debris. Inmates may be asked to assist in cleaning the pods daily.

No inmate will be allowed to deface walls, tables, or any property under the control of the City of Boaz Police Department and Correctional Facility. Inmates who do deface any property under the control of the Boaz Police Department and Correctional Facility will be charged accordingly. Inmates will not be allowed to attach, post, or otherwise display pictures, art work or anything else on any part of the facility, including walls.

Lights out will be at 2200 hours. At that time the television will be turned off and all inmates are to be in their bunks. After lights out call, there will be no moving around, loud noises, or playing any type of games.

All inmates are to be told that free time, television time, and visitation will not commence until the jail is clean and inspected to the satisfaction of the Jail Staff and that each of these are a privilege that can be taken away for violation of jail rules.

Inmates are to treat the jail staff with respect. Jail staff or any member of the police department will be referred to by Sir, Mr. or Miss, Missus or Ma'am; or by the rank, if known, and last name.

Inmates will not use loud or offensive language toward the jail staff or other inmates. No horse play, pushing, shoving, grappling, etc. will be allowed.

Additional facility rules include:

1. Meals are to be provided by the Correctional Facility. Allowances for outside meals will be allowed when a church or civic group provides them during Holidays or other circumstances approved by the on-duty shift supervisor, Chief of Police, or Assistant Chief of Police.
2. No obscene materials are allowed within the Facility.
3. All incoming and outgoing mail will be checked for contraband or indecent material.
4. All jewelry will be removed from the inmate or detainee prior to admission into the inmate population.
5. All food serving trays, utensils, and trash will be removed from the housing area after each meal.

Failure of an inmate to follow these rules could result in disciplinary action, loss of privileges, separation, and other or additional charges being brought against said inmate in court. These posted rules are not all-inclusive. Inmates who have questions about these rules or any others should ask the correctional officers on shift to explain them to him or her. **Inmates should not demand anything.**

BOAZ CORRECTIONAL FACILITY POLICY ON THE HANDLING OF JUVENILES:

The Boaz City Jail **shall not** house any juvenile.

Corrections officers and booking officers shall follow the Boaz Police Department Standard Operating Procedures manual in the handling of all juvenile arrests and detainments.

BOAZ CORRECTIONAL FACILITY POLICY REGARDING TRUSTEE RULES AND REGULATIONS:

Policy: The following rules are in addition to those for all inmates. Each trustee should remember that his/her status is a privilege and can be terminated at any time by either the Chief of Police, Assistant Chief of Police, shift supervisor, the on duty correctional officer, or, if applicable the jail supervisor/administrator. Complaining about or refusing to do a task assigned to said trustee, the inability to perform a set task, or the violation of any one rule or regulation within this policy, for any reason, will be grounds for lock down and loss of inmate/trustee privileges.

1. Trustees will be awakened at 0430 hrs. And will rise on first call.
2. Trustee cell will be cleaned, swept and mopped.
3. All trash will be removed from Trustees' area. Trustees will also begin daily cleaning duties of the Police Department, as well as the city jail. These duties will consist of sweeping, mopping, and emptying of all trash. This will ensure the necessary cleanliness, sanitation, and overall upkeep of the city property.
4. Trustees will present a neat and clean appearance at all times. Trustees will shower daily. Any trustee failing to present a clean appearance and has to be corrected more than two times in a seven day period will be subject to losing his or her trustee status.
5. Trustees will wear approved clothing all times while out of the cell area. Trustees will not disturb any employee of the Boaz Police Department at any time unless there is an emergency.
6. Trustees will not enter any office, which is unattended without the express permission of the office personnel for cleaning purposes.
7. Trustees will not be allowed access to any keys or other security devices.
8. Trustees will remove all related materials and tools from the worksite, upon completion of an assigned task.
9. Trustees who are assigned kitchen duties will be responsible for checking with the on-duty correctional staff for proper headcount. Duties will include the preparation of breakfast, lunch, and dinner meals. Trustees are to be aware that all inmates receive only one meal per serving. Trustees who are found to be in violation of this policy will lose their trustee status. Trustees who are assigned kitchen duties will also be

responsible for removing all used meal trays from the cell area, as well as the cleaning and sanitizing of the cell area and the kitchen area.

10. Trustees who are assigned to the laundry detail will have the duties of collecting all soiled linen, including blankets, towels, wash cloths and uniforms, all items mentioned will be separated and washed together as one load. Trustees will also be tasked with collecting other inmates' underclothing and checking that is marked with proper identification using a permanent marker supplied by the correctional facility.
11. Trustees who are assigned to outside work details, washing police cars, mowing, litter detail, etc. will not be permitted to have any contact with civilian personnel without the correctional officer's approval. All family contact and/or visitation for an inmate on an outside work detail shall be the same as any other inmate.
12. Trustees will not carry anything into the jail cell area without the approval of the jail staff; any violation of this will result in the loss of trustee status and possible charges being filed.
13. Trustees may be called upon at any time to assist correctional officers and/or patrol officers in the cleanup of an area where other inmates have been sick, spilled things, or in the event that an officer has a flat tire for which needs to be changed after hours. Trustees may also be called upon as needed to help remove debris from the roadway or any other related duties.
14. Trustees are given credit as per court order, or at the recommendation of jail staff or other Police Department employees, and upon approval of court.
15. Trustees can use tobacco products to include cigarettes, but will not smoke in front of inmates that are currently locked down.

BOAZ CORRECTIONAL FACILITY POLICY ON JAIL SECURITY:

Policy: This correctional facility is intended to be a secure facility at all times. Every effort should be made by jail staff members to ensure this goal is achieved. If any Police Department employee is aware of any problem with the security of the facility, they are obligated to correct it and/or, if necessary, bring it to the attention of the jail supervisor or a higher authority as soon as possible.

Roll Call Procedure: Morning and Afternoon Roll Call should be done at the beginning and end of each shift. The officer on duty and officer coming on shift will take an updated inmate roster and enter each pod (male and female) and have each inmate stand at attention. The Officer will call out the inmates' first and last name; the inmate will answer "here." The Officer will also count the number of inmates and compare it to the roster on the board and in jail management.

Doors and Gates

All entrance/exit doors should be closed and locked at all times. The front gate is to remain closed always and opened only for entrance/exit.

Correctional officers will check entrance/exit doors at the beginning of their shift to ensure all doors are closed and locked. Doors will frequently be checked by the on-duty correctional officer throughout their shift to ensure security and each check will then be recorded in the Jail Log.

The Jail Administrator will do a monthly inspection of the facility for security breaches and needed maintenance work. He or she shall log each instance uncovered during this inspection and pass it on to the Assistant Chief.

Movement of inmates: No currently incarcerated prisoners or trustees will be allowed in the booking room area while a prisoner is being processed. The correctional officer and/or patrol officer doing the processing may require a trustee to deliver jail issued clothing and may enter the area for that purpose. When the inmate is dressed out in jail clothing the inmate will be escorted down the hallway by a corrections officer or patrol officer and placed in the appropriate holding area.

When the inmates are led from the jail area to the courtroom, each inmate will be shackled and/or handcuffed.

Searching of the Inmates:

When an inmate that is incarcerated in the Boaz correctional facility goes outside the jail to a work detail, upon return the inmate **will be searched upon reentry to the facility.**

Under no circumstances will a member of the Boaz Police Department perform a cavity search. If this need arises the inmate will be taken to MCSO to have a full body scan, or Marshall South if necessary.

Severe Weather or Other Disasters

In the event of severe weather or any other form of disaster, inmate security and confinement will be assessed accordingly.

The Chief of Police, Assistant Chief of Police, or on-duty supervisor will determine inmate relocation, additional staffing needs, and all other related matters.

Escape

In the event of an escape of an inmate, the corrections officer will remain in the facility and do the following:

1. Advise dispatch and supervisor that an escape has occurred.
2. Give the name of the inmate, the inmate's physical stats as well as a possible direction and mode of travel if known
3. Lock down all other inmates, including trustees
4. Conduct a physical headcount using the current inmate data
5. Instruct all inmates to return to their assigned bunks until further notice
6. Disable all phones and televisions. Phones and television should remain off until the shift supervisor approves for them to be turned back on.

BOAZ CORRECTIONAL FACILITY POLICY ON INMATE PROPERTY STORAGE:

Policy: It will be the responsibility of the booking officer to remove and store all property belonging to the inmate being booked into the Boaz correctional facility. The property will be placed in a designated bag.

Inmates' money/cash shall be counted in front of the inmate, sealed in an envelope with his/her initials and booking officials initials. It then will be placed into the safe, located in the booking room. The envelope label will include the inmate's name and amount of money in the envelope.

Inmates with Large Amounts of Clothing and/or Other Items

If an inmate is brought into our Facility with a large amount of clothing and/or other items he/she will be instructed to call a friend or family member to obtain any items that he/she will not need.

Any time that an inmate's property leaves the Boaz City Jail, the property must be signed for before it is released. The name, address and telephone number of the individual receiving the property of the inmate will be obtained by the releasing officer and placed in the inmate's arrest file. The inmate must sign a property release form before the property can be released.

BOAZ CORRECTIONAL FACILITY POLICY ON STORAGE AND HANDLING OF MEDICATIONS:

All medications will be placed in the correction officer's office in a safe locked at all times. Any medication that has to be dispensed must be in a blister pack or in bubble wrap packing before it can be given to an inmate.

Over-the-counter medication should only be given as directed on the label on the particular medication being given.

All medications that are brought into the Boaz correctional facility shall be logged into the inmate's medical log and, when dispensed, it will also be entered into the inmate's medical log.

BOAZ CORRECTIONAL FACILITY VISITATION POLICY AND PROCEDURES:

Visitation Times Are as Follows:

- Male Inmates: Sundays from 9 AM to 10:45 AM
- Female Inmates: Sundays from 7 PM to 8:45 PM

Inmates are advised to call family members and have them call the police department no less than 24 hours in advance of visitation to schedule a visitation appointment.

Visitors will be required to present a photo ID when visiting an inmate. The on-duty corrections officer will run a warrant check on each visitor.

Visitation will not be allowed for visitors that are dressed inappropriately. This will include, but is not limited to, short skirts, short shirts, low cut/halter tops, see-through clothing, and bathing suits. Skirts and shorts may not be any shorter than slightly above the knee.

Special Visitors: Attorneys may speak with an inmate outside of these limited visitation times via the visitation monitors.

Inmate Poses Danger to Him/Herself

If an inmate poses a danger to him/herself or others due to intoxication by alcohol or other drugs, the inmate will be locked down in an isolation cell. As soon as the correctional officer deems the inmate no longer poses a danger to him/herself or others he/she can be placed into the main/general population area.

If an inmate is so intoxicated and/or violent that it is not safe or practical to do a thorough booking process, the inmate will be thoroughly searched and placed in an isolation cell. After the corrections officer has determined that the inmate can be safely booked, he/she can then book the inmate into the facility. After the inmate has left the isolation cell a correctional officer will inspect the isolation cell to ensure no contraband was left behind.

Communicable Disease

If it is found that an inmate has a communicable disease at the time of booking or intake, he or she can be placed in the isolation cell until an earlier release can take place. If it is determined by a qualified medical person that it is safe to release the inmate back into the main/general population, he or she will then be taken out of the isolation cell.

Behavior

If an inmate's behavior in general population becomes disruptive, violent, destructive and/or if the inmate has failed to follow the directions of the staff, the inmate will be placed in isolation until it can be determined he/she no longer poses a threat. Necessary criminal charges may be filed.

BOAZ CORRECTIONAL FACILITY POLICY REGARDING USE OF ISOLATION AS A FORM OF PUNISHMENT:

The use of the isolation cell as punishment is discouraged.

An inmate write-up form will be filled out for documentation when an inmate is put into the isolation cell due to his/her behavior. This form will be put into the inmate's arrest file.

If an inmate is held more than 72 hours in isolation he/she will have a disciplinary hearing by the Jail Administrator to determine further action.

If it is determined that the inmate should be held more than 72 hours, then the inmate can appeal to the Assistant Chief of Police.

These policies and procedures are in addition to those policies and procedures that are articulated in the Boaz Police Department Standard Operating Procedure.

BOAZ CORRECTIONAL FACILITY POLICY REGARDING THE TREATMENT AND HANDLING OF INMATES WITH PHYSICAL OR MENTAL ILLNESS, DISEASE, OR DEFECT:

Mentally Ill inmates

If an inmate appears to be having mental health issues, it will be up to the Jail Administrator or shift supervisor to contact a Mental Health Officer.

Physical Health Problems

If an inmate is brought to the correctional facility and it is apparent that he/she needs medical attention, the correctional officer has the responsibility to contact the shift supervisor. The shift supervisor will make the determination if, when, and how that inmate needs to be taken to a medical facility.

If the inmate is returned from the hospital and has to recover from a physical injury he/she will be monitored closely and placed in isolation if needed. The treating physician will be asked to complete a medical release form to allow for the inmate to be housed in/return to the Boaz City Jail.

If an inmate is physically handicapped to the extent he/she should be placed in isolation, the corrections officer may use the isolation cell for this purpose. This shall not be intended as a punishment and the officer should coordinate with the facility supervisor to ensure that it does not become one.

BOAZ CORRECTIONAL FACILITY SANITATION POLICY:

Policy: It is the policy of the Boaz correctional facility to maintain a clean and orderly institution. Inspections will ensure maintenance of clean and healthful conditions in the institution.

Rules and Procedures: To ensure clean and sanitary conditions in the Jail, the Boaz correctional facility has adopted the following rules and procedures:

1. All inmates are responsible for making his/her bed. This will be done immediately after wake-up call.
2. When asked, all inmates will assist in the cleaning of the dorm area in which they reside. Cleaning the dorm consists of the following: floor swept and mopped, toilets and showers must be scrubbed and cleaned, mirrors must be wiped and cleaned, benches and tables must be wiped and cleaned.
3. Inmates are not allowed to place or hang pictures, art work or anything else on any fixtures or facility walls.
4. A daily inspection of the facility will be conducted by the on-duty correctional officer. The jail staff reserves the right to conduct inspections anytime.
5. Upon completion of an inmate's sentence, he or she is to clean the area around his or her bunk.
6. A pest control company's service will be utilized for the prevention of insect and pest in and around the facility.

BOAZ CORRECTIONAL FACILITY POLICY REGARDING INTAKE OF ILL OR INJURED PERSONS:

Medical Intake and/or Injuries

Policy: It is the policy of this agency to provide for the medical needs of inmates in the custody of the Boaz Correctional Facility.

Medical Screening Upon Intake.

It will be the responsibility of the booking officer to complete a medical questionnaire of/with regard to each inmate via RMS. If the booking officer finds a condition that may require medical attention, he/she will notify the shift supervisor to have arrangements made for transport to the appropriate medical facility. The transportation officer will take a medical release form as provided by the department and have the attending physician

indicate on the form whether or not the inmate is in acceptable condition to return to the jail.

Injuries: When an Injury/Sickness occurs. The correctional officer will advise the sergeant or captain on duty of the situation. The sergeant or captain will then advise the correctional officer what should be done and how the situation may be handled.

If an ambulance is needed, the correctional officer will notify the dispatcher to call 911 and have them dispatch the ambulance, depending on the severity of the injury/illness.

When an inmate goes to the hospital for any reason, the officer will carry the Inmate Medical Clearance Report for the doctor or other licensed medical provider that will be treating the inmate to fill out. This report will determine if the inmate is in acceptable condition to be released back into the correctional facility.

Once the inmate is back at the facility the medical treatment will be logged in the inmate's profile in the jail management system.

A first aid box will be available in the correctional officer's office and in dispatch for minor injuries.

If there is no medical treatment needed or the inmate chooses to refuse medical treatment, the correctional officer will still need to document this entry under the current inmate incident report and the inmate must sign a refusal form.

BOAZ CORRECTIONAL FACILITY POLICY REGARDING INMATE DUE PROCESS RIGHTS AND APPEALS PROCESS:

All current inmates who are serving time or who are being housed for minor offenses who violate any one of the Boaz correctional facility rules and/or regulations will be subject to report. Notice of a violation by an inmate will be given to the inmate within three business days of the occurrence, excluding weekends and holidays. Penalties for the violation will be addressed and included in the notice. A violation notice may be appealed by an inmate by presenting a petition to the on-duty correctional officer and Jail Administrator, then forwarded to the Assistant Chief and Chief of police for review. The appeal must be returned or presented within three working days from the date the initial notice is received by the inmate.

Any inmate who has a grievance or who is being grieved against may file a written report of said grievance with the correctional staff. The correctional officer will make a grievance form available upon request. The grievance will then be handled at the duty officer's level, if possible. Any inmate who files a grievance may do so without fear of retaliation, regardless of the outcome. The correctional facility staff will not accept any grievances filed as a group, or grievances filed for one inmate by another. Grievances

filed by inmates against a staff member in relation to personal dislikes or disputes of jail procedures enforced by jail staff members are not considered grounds for a grievance. Most grievances should be handled at the correctional officer level; however, this will not prevent the grievance from being passed on to a higher level, if necessary. An inmate should not attempt to contact the staff members, jail supervisor, the deputy chief, or the chief of police to attempt to bypass the correctional officers in order to get a grievance filed at a higher level.

A grievance is defined as an issue personally affecting an inmate in the areas of health, welfare, or services of the facility, which are within the power of the correctional staff and administration to correct.

BOAZ CORRECTIONAL FACILITY POLICY REGARDING VIOLATIONS AND DISCIPLINE:

- **Minor Violations:** (A minor violation of jail rules) A minor violation is an infraction committed by an inmate. This type of violation can be resolved without a formal hearing. Minor violations include acts which do not constitute or present an immediate threat to the security of the facility, the staff, any visitor or inmate who committed the violation. These types of violations may lead to disciplinary action following the filing of a report by any staff member.

First offense: up to one day of disciplinary action.

Second offense: up to three days disciplinary action.

Penalties: Penalties include but are not limited to loss of telephone privileges, loss of television, loss of visitation privileges and possibly lock down.

Major Violations:

- Major violations include repeated violations of minor offenses, where a determination is made that the penalties enforced have shown to be no deterrent to the inmate for continuous rule violations. In addition, major rule violations include instances where the inmate presents an immediate threat to security of the facility, the staff, or other persons who could be present at any given time. Such violations will result in formal and informal disciplinary action being taken. Major violations will result in lock down for the inmate, pending filing of formal charges, not to exceed 72 hours in lock down without a hearing.

BOAZ CORRECTIONAL FACILITY USE OF FORCE POLICY:

Policy: The use of force is authorized only after all reasonable efforts have been utilized to resolve or gain control of the situation within the confines or on the grounds of the Boaz correctional facility. The correctional officer shall use only force necessary to gain

control of the detainees/inmates, or to protect and ensure the safety of all other detainees/inmates and/or the correctional staff. It is also intended to prevent any injuries or damage and to ensure the safe and orderly operation of the facility. The use of physical restraints to gain control of a detainee/inmate will be used under guidelines set forth within this policy and as articulated in the Boaz Police Standard Operating Procedure.

Types of Use of Force: When a detainee/inmate appears to be inciting violent actions, the Boaz correctional staff shall use reasonable force and/or restraints that prevent him/her from harming themselves or others and to prevent destruction of city property.

Immediate Use of Force: A situation which has been created by a detainee/inmate's behavior, which constitutes a serious and immediate threat to self, the staff, or other inmates or serious property damage or disruption in the safe and orderly operation of the facility. In a situation of this manner, a staff member may use force necessary to regain control of the inmate.

Calculated and/or Delayed Use of Force: A situation where a detainee/inmate has been placed in lockdown and where there is no immediate threat to the detainees/inmate, other inmate or the jail staff. The correctional officer shall take time to determine if the situation can be resolved without resorting to the immediate use of force.

Note: The Boaz correctional facility shall require that all use of force incidents are fully or adequately documented and forwarded to the appropriate command staff for review.

Guidelines Governing the Use of Force and Application of Restraints:

Under no circumstances shall force be used to punish a detainee/inmate.

A staff member shall use only the force necessary to regain control of the detainees/inmate.

Additional restraints may be applied to the detainee if the detainee or inmate is continuing to resist. If a detainee refuses to move or is not able to move due to the restraints, staff members may lift and carry the detainee/inmate to the appropriate destination, however the restraints will not be used to lift or carry the detainee/inmate.

The staff member will not remove the restraints until the detainee/inmate has shown compliance.

Approved Restraint Equipment

1. Handcuffs
2. Leg irons/shackles
3. Waist or belly chain
4. Handcuff covers

5. Plastic disposable wrist cuffs
6. Portable restraint chair
7. Hobble restraint
8. Spit Mask/Guard

Authorized Non-Lethal/Intermediate Weapons:

1. Oleoresin capsicum
2. Collapsible baton
3. Taser

Note: Each member of the jail staff and each member of the Police Department will be trained and certified before carrying any of the above nonlethal weapons.

Prohibited Non-deadly Acts and Techniques:

1. Choke hold and other neck restraint control holds

Special Circumstances Use of Force:

Pregnant detainee/inmate: A consultation with a medical professional should be sought seeking advice in the manner in which a pregnant detainee/inmate will be restrained.

Training:

All Boaz correctional facility staff will be required to attend the approved jail management school when staffing permits.

BOAZ CORRECTIONAL FACILITY POLICY REGARDING USE AND MAINTENANCE OF A DAILY JAIL LOG:

Booking officers and correctional staff will utilize a daily jail log to log all activity in connection with the Boaz city jail. This information will be maintained in the jail's records management system. Entries will include but not limited to the following:

1. dispensing of medication
2. feeding of meals
3. cleaning of the facility
4. when the inmates are picked up for work detail
5. when the inmates are brought back from a work detail
6. any disciplinary action taken against an inmate, the time disciplinary action was taken and the duration of disciplinary action
7. any other action that is taken that the jail staff deemed necessary to log

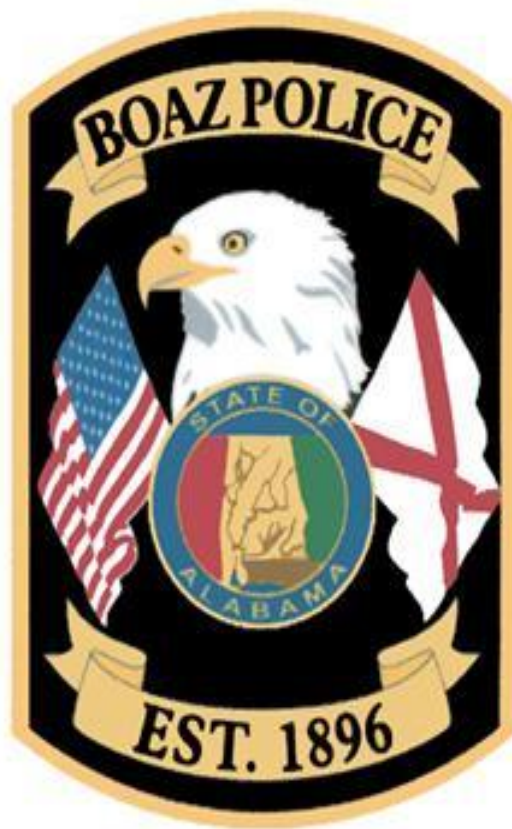
BOAZ CORRECTIONAL FACILITY POLICY AGAINST SEXUAL HARASSMENT:

The Boaz Police Department and Boaz Correctional Facility are committed to providing an environment which is free of discrimination and unlawful harassment. Harassment can include "sexual harassment" or unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature. Actions, words, jokes, or any other comments, indications, or gestures relating to an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. Under no conditions should officers engage in any activity which involves sexual harassment or harassment of any kind toward any person, including inmates or other members/officers/staff.

If an inmate believes he or she has been the victim of harassment, or has personally observed another inmate being the victim of harassment, he or she should report this incident verbally to a corrections officer that he or she feels comfortable with and in writing, via a grievance form as soon as possible. Inmates can raise concerns and make reports without fear of reprisal. Any supervisor or corrections officer who becomes aware of possible harassment should promptly advise their supervisor, the Chief of Police, the Assistant Chief of Police, and/or the Jail Administrator who will handle the matter in a timely and confidential manner. If an officer observes any instance of harassment of any kind, the officer should promptly advise their supervisor, the Chief of Police, the Assistant Chief of Police and/or the Jail Administrator of what he or she has observed, in writing.

Boaz Police Department Standard Operating Procedures

(S. O. P.)



Updated as of June, 2023; Adopted by Boaz City Council on _____

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Definitions

The following are specifically defined terms. Words within this document are given their generally understood meaning or the meaning conferred upon them by the filed, unless specified otherwise.

Organizational units:

Headquarters: The police building that house the staff offices of the various divisions and functions that are responsible for policing the City of Boaz. As of the date of last adoption of this SOP, Headquarters is located at _____.

Organized unit: Members of a force regularly grouped together under one head for the purpose of accomplishing a specified police purpose.

Shift: The period of day during which the personnel of a particular unit is on duty. The precise hours of work for each shift are established by departmental order.

Detail section: Members of the department grouped together for the accomplishment of a specified purpose. When not engaged in a continuing operation the detail is called a special detail.

Post: A fixed position or location to which an officer is assigned for duty, general or specific.

Beat, zone, or sector: An area, the boundaries of which are definitely established, assigned for patrol purposes, during the tour of duty of the members assigned.

Squad: Functional unit of a detail

Command terms:

Order: An instruction, either written or oral, given by a ranking officer to a subordinate.

General order: A permanent written order issued by the Chief of Police affecting or of concern to the entire police department.

Special operating procedure: Written orders issued by the Chief of Police relating to some specific circumstances of situation.

Chief's directive: Orders which are not necessarily permanent and may be subject to change by the Chief of Police.

Bulletins: Publications to disseminate information or instructions which do not warrant a formal order.

Chain of command: The unbroken line of authority from the Chief of Police down through a single subordinate at each level of command, to the level of execution. All orders of execution and reports on such execution of orders shall move downward and upward through the chain of command with mutual consideration by all officers concerned. This chain of command shall be preserved in order to maintain principles of good administration.

Through official channels: The transfer of information through “levels of rank” in the chain of command, upward and downward, as the case may be.

Personnel classifications:

Members of the department: Any person under the direction, supervision, and control of the Boaz police department.

Employee: Member of the Boaz Police Department

Police Officer: a sworn member of the Boaz Police Department who has passed all entrance requirements of the police department for the position of patrolman.
Members, officers, and policemen: These terms when used in the Manual of Rules and Regulations, or Rules of Procedure, shall be synonymous, one and the same.

Superior Officer: Members who have authority to administer supervisory responsibilities, whether temporary or permanent, over officers of lower rank or grade.

Ranking Officer: Members of the same grade will rank according to the date of their appointment to that grade unless otherwise ordered by the Chief of Police. A ranking officer shall exercise the authority in the best interests of the Boaz Police Department. He/she shall not unnecessarily countermand any order, or needlessly interfere with the specific duties of members ranking below him/her.

Responsibility of Rank: When two or more members are on duty working together, the member of the highest rank is in command and will be held responsible. If the members are of equal rank or grade, the member having the greatest seniority in rank shall, unless ordered differently by the Chief of Police or Assistant Chief of Police.

Work in Harmony: All members should strive to work in harmony and in the spirit of cooperation, rather than by authority.

Commanding Officer: A superior officer designated by the Chief of Police to supervise and command a particular organizational unit of the Boaz Police Department. In the absence of the Unit Commanding Officer, the next ranking officer present, by chain of command, will assume command to act in his capacity unless otherwise designated by the Chief of Police or Unit Commanding Officer.

Seniority: Seniority shall be determined first by rank, second by continuous service in rank.

Acting: Serving temporarily in a position to which the member is assigned by competent authority, usually a position of higher rank. All the authority, responsibilities, and duties of the higher rank fall upon the acting member.

Personnel administration terms:

On Duty: That period of the hours of the day when a member is actively engaged in the performance of his assigned duties.

Off Duty: That period of the hours of the day when a member is not actively engaged in the performance of his assigned duties; days off, annual leave, etc. An off duty member may be called to duty at any time if the situation or department requires.

Special Duty: Police duty assignment which requires that the member be relieved from the performance of his regular duties and, by assignment, perform such special duties as may be required by competent authority in keeping with the Manual of Rules and Regulations.

Tour of Duty: The shift during which the individual member is actually on official police duty.

Days Off: Every member of the Boaz Police Department shall be excused from duty on designated day(s) each week. The time or day of week shall be determined by the Commanding Officer, Chief of Police or Assistant Chief of Police to best meet the needs of the department and to ensure its efficient operation.

Miscellaneous terms:

Manual of Rules and Regulations: A manual of written instructions and directions prepared under the direction of, and issued by the Chief of Police with the approval of the Mayor and/or Council, to define the police purpose, organizational structure, specific duties, conduct of its units, and qualification or requirements of its members and employees.

Procedure manual: The manual prepared under the direction of the Chief of Police to outline in detail the Standard Operating Procedure (S.O.P.), General Orders and Chief's Directives of the Department.

Procedures: The official approved method of dealing with any given situation; something, or several things that must be done to accomplish a task, presented by general special order, or by the procedural manual of the Boaz Police Department.

Notebook: A book in which all members are required to record notes and pertinent information of all official police action. The required notebook is subject to inspection at any and all times by a superior officer.

Report: A written communication, unless otherwise specified, relating to police matters.

Immediately: Is to be construed to mean as soon as possible and practicable under the circumstances.

Juvenile: Anyone under the age of eighteen years.

Shall and may: Shall is mandatory, may is permissive.

Pronouns: Whenever used in these Rules and Regulations, may refer to either male or female “member” or employee, as the case may be. Pronouns under this section and throughout this document are intended to be gender neutral, to the extent not already specified herein.

City Limits: The area within the corporate limits of the City of Boaz, Alabama.

Table of organizations: A table or chart, establishing the span of control and delineating the chain of command with the structure of the police department.

General Information

Purpose of manual: This manual promulgates department rules and duties to assist in their application in a uniform and orderly manner. This manual is a living document. It should be updated periodically and is in a constant state of change or betterment. No set policies, procedures or regulations can cover all circumstances which might arise. This manual shall serve as a guide post which, when used with common sense, sound judgment, and reasonable discretion, will aid in fulfilling the department’s obligations to the citizens of Boaz.

Manual maintenance: All members who are issued manuals are responsible for their maintenance and will make appropriate changes or inserts as they arise.

Department directive section: All members shall remain cognizant that the department directive section of this manual contains additional policy, procedure and clarification to many items stated herein.

Function of the police department: Officers shall preserve the peace, protect life and property, prevent crime, apprehend criminals, recover lost and stolen property, and enforce all federal, state and local laws and ordinances within the department’s jurisdiction in a fair and impartial manner..

Crime and accident prevention: By virtue of an officer's alertness concerning crime and traffic accident causative factors, he/she has a unique opportunity to observe such factors. Each officer should be alert to, and communicate to responsible persons, such conditions and recommend corrective actions. Information of this nature should be reported to the Chief of Police, who shall properly dispose of the same.

Service to the public: Officers shall constantly demonstrate absolute impartial service to all members of the public; readily exercise courtesy; and readily offer individual sacrifice in protecting and preserving life.

PART I

Professional Conduct and Responsibilities

Unbecoming conduct: Members shall conduct their professional and private lives in such a manner, both on and off duty, as to avoid bringing himself, another member, or the department into disrepute. Unbecoming conduct is that type of conduct which could reasonably be expected to destroy public respect for the officers and/or confidence in the Boaz Police Department. This includes incidences of moral turpitude.

Loyalty to the department: Officers and/or employees of the Boaz Police Department should publicly support and refrain from criticizing the department, its policies, and other officers. An officer should not criticize other officers by speech, writing, or expression in any other manner. When such speech, writing or other expression is defamatory, obscene, unlawful, or tends to undermine the operation of the department by impairing its efficiency, interferes with the maintenance of discipline, or is made with reckless disregard for its truth or falsity, an officer may face disciplinary action.

Rumors and criticism will not be tolerated at any time. Any violation of this policy may result in disciplinary action.

Tape recording devices should only be used in police related investigations, and in no way should they be used in any other situations. Any violation will result in disciplinary action.

Cooperation: Cooperation between members of the department is essential for effective law enforcement. Therefore, all members are strictly charged with establishing and maintaining a high degree of cooperation within the department. All officers are required to engage in appropriate police action toward aiding a fellow peace officer exposed to danger or in a situation where danger might be impending.

Publicity:

1. Media: No member shall directly or indirectly seek publicity for himself or the department to the press, radio, television, or other news media with regard to police

matters or activity; nor shall he furnish information to same for the purpose of gaining personal recognition as a police officer.

2. Information will be released by the Chief of Police or the Assistant Chief of Police only, unless a member is instructed to do so by the same. Under no circumstances will a matter of police business be discussed with the media or anyone else without the prior approval of the Chief or Assistant Chief of Police. When instructed by the Chief or Assistant Chief, members shall cooperate with representatives of the press and news media, giving the proper information relating to incidents that come to police attention except:

- a. When the incident has been classified as confidential or “no publicity” by a superior officer.
- b. When in the opinion of the member or his or her superior officer, public knowledge of the information will jeopardize the police objective.
- c. Statements covering plans, policies or affairs of the administration of the Boaz Police Department, or a superior officer duly authorized the Chief of Police.

3. From Informants: Members shall not divulge to anyone, except to other members Of the Boaz Police Department to whom it may be necessary, the name of any person giving confidential information. Such information presented to this Department in connection with any crime must be carefully guarded as the source and shall not be divulged or given publicly.

4. To Citizens: A member shall give all proper information to persons requesting same, carefully, courteously, and accurately, avoiding all unnecessary conversation, controversy and he shall give his name in a respectful manner to any person who requests it.

5. Reporting: Members of the department are encouraged to offer suggestions and information through normal channels for improvement of police service.

Communication and correspondence:

1. Restrictions: Members shall not:
 - a. Use departmental letterhead for private use.
 - b. Send correspondence out of department without approval of a superior officer.

Department address: Members shall not use the department as a mailing address for private purpose. The department address shall not be used on any motor vehicle registration, driver’s license or any other license or permit.

Badge of office: It is the specific intent of this section to limit the use of member’s badge of office to matters within the scope of his employment.

1. Display of badge: All members of the Boaz Police Department shall wear the official badge while on duty and in uniform. No other device or badge, unless specifically authorized by the department, shall be worn.

- a. Members shall at all times carry their badge and/or official identification card,

except when this is not feasible due to a specific duty assignment or off-duty situation.

- b. Whenever a member of the Boaz Police Department takes any police action he shall promptly and respectfully identify himself unless identity is obvious. The member shall also furnish his name and rank in a respectful manner to any citizen who may reasonably request the same.
2. Unauthorized Use: A member shall not, at any time, use his badge, position or identification card for personal or financial gain. A member shall not permit any other person or member to use his badge or identification card.
3. Lost or Damaged Badge: The badge shall not be altered or transferred except by order of the Chief of Police. When a member's badge is lost or damaged, it shall immediately be verbally reported and subsequently in writing to his/her commanding officer.

Associations:

1. Personal associations: A member shall avoid associations or dealings with reputed criminals except in the performance of duty.
2. Subversive: A member shall not be a member of any organization which has a stated or implied purpose of or mission to engage in or support the overthrow of or interference with the established, lawful government by force or other illegal means.
3. Member urged to join: Members are encouraged to become members of recognized civic, fraternal, social, police organizations and societies, and to work through such organizations for the betterment of intra-department and community relations.

Politics:

1. Membership: As an individual, each member retains the rights and obligations of citizenship provided in the constitution and laws of the State of Alabama and of the United States; however, no member shall:
 - a. Be an officer in, hold service in, run for or hold political office during his employment, except as provided by Alabama Law.
 - b. Require political service from a subordinate.
 - c. Otherwise use the authority of his position or city property to support, oppose or affect the results of any candidate, party, or issue in a partisan election.
 - d. Solicit assessments, contributions or services for any political party from any person, except as provided by Alabama law.
2. Right of Member: A member may hold membership in and support a political party, vote as he chooses, express privately an opinion on all political subjects and candidates, maintain neutrality and/or attend political meetings as any other citizen can.

Alcoholic beverages/drugs

1. Alcohol

- a. Members shall not at any time be intoxicated or have the smell of alcohol on their breath or person while on duty or performing police-related off-duty work. They shall not at any time, on or off duty, be intoxicated in public view.
 - b. Members shall not consume intoxicants while off duty to the extent that evidence of such consumption is apparent when reporting for duty, or to the extent that ability to perform duty is impaired.
2. Drugs
- a. Members shall not use any controlled substances, narcotics, or hallucinogens except when prescribed in the treatment of members by a physician or other licensed, prescribing medical professional.

Any member in violation of this section shall be subject to discipline up to and including immediate termination.

Gifts, gratuities, etc.

- 1. Soliciting: Members shall not use their official position to solicit special privileges for themselves or others such as free admission to places of amusement, discounts on purchases, or other favors. An officer may use his badge to obtain admission to any public gathering in the furtherance of his official duty.
- 2. Accepting
 - a. Members shall not accept either directly or indirectly any gift, gratuity, loan, fee or any other thing of value arising from or offered because of police employment or any activity connected with said employment.
 - b. Members shall not accept any gift, gratuity, loan, fee or other thing of value, the acceptance of which might tend to influence directly or indirectly the actions of said member or any other member in any matter of police business, or which might tend to cast an adverse reflection on the department or any member thereof.
 - c. No member of the department shall receive any gift or gratuity from other members junior in rank without the express permission of the Chief of Police.
 - d. Members are prohibited from buying or selling anything of value from or to any complainant, suspect, witness, defendant, prisoner, or other person involved in any case which has come to their attention or which arose out of their department employment except as may be specifically authorized by the Chief of Police.

Rewards: Members shall not accept any reward in money or other consideration for services rendered in the line of duty to the community or to any person, business or agency except lawful salary.

Disposition: Gifts, gratuities, gifts, rewards

1. Any unauthorized gift, gratuity, loan, fee, reward or other thing falling into any of these categories coming into the possession of any member shall immediately be forwarded to the Chief of Police with a written report explaining the circumstances connected therewith. Proper disposition of such shall rest with the Chief of Police.

Debts: Incurring and payment

1. Incurring: No member shall borrow money or otherwise become indebted to any other member except as permitted by written directive on this subject.
2. Payment: Members shall pay all just debts and legal liabilities incurred by them.

PART II

General duty requirements

General information

1. Residence: All members of the Department are encouraged to reside within the Boaz Police jurisdiction; however, it is not required. Members shall not reside so far outside the jurisdiction that it impairs his or her ability to respond in case of an emergency situation.
2. Department Telephones: Departmental telephone equipment is to be used for the transmission of police-related business—i.e., only when absolutely necessary. Private messages on local exchange will be held to a minimum. When answering a departmental telephone, a member will respond promptly, giving the name of his unit or office and his rank or title and last name.
3. Personal telephones: Members are required to have telephones in the place where they reside. Changes in address or telephone numbers shall be reported in writing to the commanding officer within 24 hours of the change and shall be forwarded to the personnel roster in the record clerk's office.
4. Vacation Address: Members shall report their address and itinerary before any vacation or leave of absence to their superior who shall forward the same to the Chief of Police.
5. Study Daily Bulletins (Hot Sheet): Members shall familiarize themselves each day with all notices, emails, orders, descriptions of missing and wanted persons, stolen and lost automobiles or other property and other pertinent information.
6. Familiarity with Area: Officers shall know the names and general locations of streets, hospitals, buildings, agencies, business establishments and associations in the City. They shall know the State and United States highways that pass through

the city and the names and distances of the principal towns on them in reasonable proximity to Boaz.

7. Maintenance of Quarters: Members shall maintain quarters, lockers and desks used by them in a neat, clean and orderly fashion. Those working at desks shall clear them at the end of their tour of duty, and thereby protect the security of all materials which they have been working.
8. Conduct at Headquarters: Members shall not indulge in horseplay or in loud and boisterous conversation in public view or hearing. Rather, they shall direct and coordinate their efforts to establish and maintain the highest level of professionalism, efficiency, morale and achievement. They shall conduct themselves in such a manner as to maintain harmony, promote morale and encourage efficiency.

Performance of Duty: Officers shall at all times be attentive to their duties and by their alertness and observation, demonstrate their interest in their work. A member shall conscientiously strive to enforce the laws within their jurisdiction, render service to all citizens within the city and shall be held responsible for the proper performance of all duties assigned to his and for strict adherence to the rules, regulations, manuals and directives promulgated by the department.

General responsibilities: Within the City, officers shall at all times (whether on or off duty) take appropriate action to: Protect life and property; preserve the peace; prevent crime; detect and arrest violators of the law; enforce all federal, state and local laws and ordinances coming within departmental jurisdiction; and perform such other duties as may be required by competent authority. (ref: arrests pg. 22-24)

Conduct toward superior and subordinate officers and associates: Members shall treat superior officers, subordinates and associates with respect. They shall be courteous and civil at all times in their relationships with one another. When on duty and particularly in the presence of other members or public, officers should be referred to by rank and surname.

Laws/regulations/orders

1. Knowledge of: Every member is required to acquire and maintain a working knowledge of all laws and ordinances in force in the city, and the rules and policies of the department and divisions thereof. In the event of improper action or breach of discipline, it will be assumed that the member was familiar with the law, rule or policy in question.
2. Obedience to laws and regulations: Members shall observe and obey all laws and ordinances, all rules, regulations and orders of the department.
3. Reporting violations of laws, ordinances, rules or orders: Members knowing of other members' violation laws, ordinances or rules of the department, or disobeying orders, shall report the same in writing to the Chief of Police through official channels.

4. Enforcement of Laws and Ordinances: The failure on the part of any member to take action regarding violation of statutes, laws, ordinances and regulations coming to their attention, or about which they have knowledge, shall be made the subject of disciplinary action. All members are equally responsible for the enforcement of all laws and ordinances within their jurisdiction and department regulations.
5. Lawful orders, obedience to: A member shall promptly obey and execute all orders of a superior officer; including orders relayed from a superior officer by another member.
6. Authority of Acting Superior Officer: An officer temporarily filling the position of a superior, in an acting capacity, shall have like authority and responsibilities of the superior, but shall not interfere with or modify orders previously issued by the superior, except in extreme emergency, and/or when such action is fully justified under the circumstances.
7. Dispatcher, obedience to: Members shall, regardless of rank, obey instructions given by the dispatcher unless they are fully prepared to justify contrary actions.
8. Insubordination: Insubordination is unacceptable and will not be allowed. Failure of any member or employee to obey an order given by a superior officer is considered insubordination.
9. Unlawful Orders: No commanding or supervisory officer shall knowingly issue any order which is in violation of any law or ordinance or department rule.
10. Obedience to Unlawful Orders: Obedience to an unlawful order is never a defense for an unlawful action; therefore, no member is required to obey any order which he/she knows to be contrary to federal or state law or local ordinance. Responsibility for refusal to obey rests with the member. He/she shall be strictly required to justify his actions.
11. Obedience to Unjust or Improper Orders: Members who are given legal orders which they feel to be unjust or contrary to rules and regulations must first obey the order to the best of their ability and then may proceed to appeal as provided herein.
12. Conflicting Orders: Upon receipt of an order conflicting with any previous order or instruction, the member affected will advise the person issuing the second order of this fact. Responsibility for countermanding the original instruction then rests with the individual issuing the second order. If so directed, the latter command shall be obeyed first. Orders will be countermanded or conflicting orders will be issued only when reasonably necessary for the good of the department.
13. Reports and Appeals-Unlawful, Unjust, Improper Orders: A member receiving an unlawful, unjust or improper order shall, at first opportunity, report in writing to the Chief of Police through official channels. This report shall contain the facts of the incident and the actions taken. Appeals for relief from such orders may be made at the same time. Extra departmental action regarding such an appeal shall be conducted through the office of the Chief of Police and the Commissioner of Public Safety. The report will be evaluated and further action shall be taken, if appropriate.

Information Receipt and Dissemination

1. (Hot Sheet): Information contained thereon shall have the force and effect of departmental official orders and reflect department business. Members shall familiarize themselves thoroughly and shall be held responsible for the contents of the hot sheet.
2. Reporting of Information:
 - a. Members shall promptly submit such reports as required by the performance of their duties or by competent authority.
 - b. A member shall report to his superior officer all information that comes to his attention concerning organized crime, racketeering, vice conditions or violation of any laws which the member does not act upon, but which should be referred for subsequent actions.
 - c. No member shall knowingly or recklessly falsify any official written or verbal report or enter or cause to be entered any inaccurate, false or improper information on records of the department, or intentionally withhold relevant or helpful material matter from such report.
 - d. No departmental record shall be destroyed or permanently removed from its file except on the order of the Chief of Police and in compliance with applicable law.
3. Dissemination of Information: A member shall not disseminate any confidential information of the department or its members or the public without proper authority. If a member is unsure whether information is confidential he/she must first ask his superior prior to disclosing such information.
 - a. Such information is defined as that which a person could reasonably foresee that the disclosure thereof could: endanger a member or any other person; impede a just disposition of a case; aide a person to escape arrest; delay the apprehension of a criminal; permit the removal of stolen property or evidence by a suspect; compromise or negate the judicial process; violate a statute of the United States or this State or City pertaining to the release of designated confidential information; make known the contents of an internal or criminal investigation record or report to an unauthorized person; or any other action which would subvert the purpose or goals of the Department.
 - b. Specifically, information contained in police records, other information ordinarily accessible only to members and employees, and names of informants, complainants, witnesses and other persons known to the police are considered confidential.
 - c. A member may be assigned to a position or function whereby he will come in contact with information pertaining to the internal administration of the department, development of procedures and programs, or publicly sensitive matters. Such information shall be regarded as confidential, and a member shall exercise prudent consideration prior to divulging the substance or contents of the same to any unauthorized person. Such information should be imparted by a superior officer duly authorized to do

so by the Chief of Police. With regard to these matters, members should err on the side of confidentiality.

- d. A member may remove or copy official records or reports from the department only in accordance with existing regulations and procedures and on proper authority. A member may divulge, make known, or exhibit the contents of an official file or record only to duly authorized police officers or agencies; as provided by law and on approval of the Chief of Police; under subpoena duces tecum served on the Department. The member must make his or her superior officer or shift supervisor aware of his or her intent to disclose this information prior to disclosure.
 - e. No information shall be released pertaining to juveniles except to the parent or legal guardian. Inquirers shall instead be referred to the Juvenile Probation Officer.
4. News Media: This policy is intended to be in addition to the provisions relating to release of information to news media which has been articulated elsewhere herein.
- a. Information will be released to the media by the Chief of Police or Assistant Chief only, unless a member is instructed to do so by the same.
 - b. When instructed by the Chief of Police or the Assistant Chief of Police, members shall cooperate with representatives of the press and news media giving the proper information relating to incidents that come to police attention in compliance with the dissemination of information policy.
 - c. Administrative news concerning the department, procedure, policies, etc., is released only by the Chief of Police or his designee.
 - d. The investigating officer at a scene of a police incident is authorized to release basic, accurate information only as the type of incident that has occurred or that a suspect has not been arrested. The inquirer will then be referred to the Assistant Chief of Police or Chief of Police for any further information or disclosure.
 - e. In a continuing investigation, media inquiries shall be referred to the Chief of Police or Assistant Chief for response.
 - f. Dispatch desk personnel may not release information which is contained on "public record" police reports without permission from the Chief of Police or the Assistant Chief.
 - g. No information shall be released by any member when, in that member's opinion, public knowledge of the information will jeopardize the police objective. In such cases, the media shall be referred to the Chief of Police or the Assistant Chief.
 - h. Members shall display all courtesies possible and practical when engaging with news media personnel.
 - i. Releasing Photographs: Representatives of the news media may be provided with photographs if the release will not jeopardize an on-going investigation and if the release has been cleared with the Chief of Police. Still or motion pictures of deceased persons **shall not** be released under any circumstances; photographing is permitted when a body is covered

with a shroud, but only when doing so preserves the dignity of the deceased.

Reporting for duty

1. Unless otherwise directed, members shall report to work at least twenty minutes prior to their assigned work shift, properly uniformed and equipped, and mentally and physically ready to assume their duties. They shall give careful attention to orders and instructions. Every member reporting for duty shall acquaint himself/herself with the events that have taken place since the end of his/her last tour of duty.
2. Absence from Duty: Expected absence from duty must be communicated to the proper authority in advance as explained in the employee handbook and this document. A member who fails to follow this procedure will be considered to be absent without permission and subject to discipline.

Request for time off

1. Only one officer or employee on each shift shall be allowed to take time off during any period at the same time. The scheduling and approval of off duty time is the responsibility of the shift supervisor. The request for off duty time relating to military leave will be given top priority to insure compliance with State and Federal Military Regulations. Any request pursuant to the Family Medical Leave Act (FMLA) will also be given priority to insure compliance with federal regulations. Exceptions to this policy must be approved by the Chief of Police or Assistant Chief.

On duty time

1. Restricted to police tasks: A member shall restrict his police duties during working hours to his assigned duty area unless otherwise detailed. A member shall not perform any police duty for the purpose of private gain, or make any purchase, conduct personal business, or devote any of his time to any activity other than that which relates to police work, while in uniform or on duty.
2. Relief: All members are to remain at their assignment and on duty until properly relieved by another member or until dismissed by competent authority. A member who becomes ill while on duty and finds it necessary to leave an assigned post or duty shall report this fact to his immediate supervisor before leaving the assignment or post.
3. Meal period: All members of the department shall be permitted to suspend patrol, as workload allows, subject to immediate call at all times, for the purpose of having one (45) forty-five-minute meal period during their tour of duty. Two (20) twenty-minute breaks per shift are allowed to be handled the same way. When applicable on a 4 man shift, only 2 officers should take their 45 minute meal period at the same time leaving 2 officers to handle calls.

Uniform and equipment

1. **Personal Appearance:** A member, while on duty, shall maintain a neat, well-groomed, shaven appearance in accordance with existing regulations. Uniforms shall be worn in accordance with existing regulations.
2. **Manner of Dress:**
 - a. **Neatness of Uniforms:** Members shall maintain their uniforms, civilian attire, and equipment in serviceable condition. Clothing shall be clean, pressed and shall not be noticeably patched, torn or worn down. Leather, metal equipment, and shoes shall be highly polished. The shoes or boots approved for wear will be black leather, patent leather or low quarter oxford shoes and must be smoothed toed. Socks must be black–white socks are not permissible.
 - b. **Special Assignment Dress:** Commanding officers may prescribe other clothing as required by the nature of the duty to which a particular member is assigned. Investigators will wear dress slacks, dress shirts with a collar (either button up or pull over) and dress shoes; unless permission is granted by the Chief of Police or Assistant Chief for other clothing attire.
3. **Hair:** At all times while on duty, unless expressly authorized by competent authority, all members shall be well-groomed and clean in their person. Female members' hair must be clean, neat, combed. Male members' hair must not be longer than the top of the shirt collar at the back of the neck when standing.
4. **Beards/Mustaches-** A groomed and maintained mustache, goatee or beard is authorized. Beards must be worn with a mustache. Goatees must be worn with a mustache. Facial hair must not be longer than one half (1/2") inch in length. No portion of the beard may be exceptionally longer than the rest. The facial hair should be grown in a natural shape or form. The neck and cheeks shall be clean shaven at all times. Members shall not be allowed to leave patches of hair below the bottom lip without accompanying full beards. Sideburns can only be grown in accompaniment with a beard. Razor shaping and/or pencil thin beards and /or mustaches are not allowed. The rank of Captain or higher may require an officer, jailor or dispatcher to shave any facial hair, except as currently permitted in the S.O.P. for non-compliance upon the first instance or occurrence. Thin or spotty beards as determined or described by an officer of Captain rank or higher will not be allowed. Any employee that has been directed to shave due to non-compliance will be required to remain clean shaven for a period not to exceed one hundred and twenty (120) calendar days. This policy is not intended as a "scapegoat" to not shave. Mustaches shall be neatly trimmed and shall not extend beyond or below the corners of the mouth if grown without a beard. No handlebar or other extraneous, extravagant, or overly artistic style mustaches will be allowed.
5. **Exceptions-** Exceptions to these rules may be allowed for officers who are working in an undercover type activity in an official capacity for the Department.

Uniform regulations

1. Class A Uniform: All employees will be required to maintain a Class A uniform. The Class A uniform is made of 100% Polyester. Each officer will be required to maintain a long and short sleeve Class A uniform. For ranking officers, the Class A Pants will have a ½ inch gold stripe down each side. For patrol officers, the Class A pants will have a ½ inch black stripe down each side. The uniform will be worn with a polished metal badge and metal name plate. The Chief of Police or the Assistant Chief of Police will determine when the Class A uniform will be worn. Dispatchers and Jailers are not required to have a class A uniform.
2. Class B Uniform: The authorized, daily use uniform for officers will be the Class B uniform. This uniform will be chosen by a uniform committee selected by the Chief of Police. The badge will be embroidered over the left breast pocket. The name plate will be embroidered over the right breast pocket with the last name only for patrol officers. Officers with rank will have their rank abbreviated, Capt. for Captain and Sgt. for Sergeant and then their last name embroidered on the same line or below. Captains will have sewn in Captains bars stitched on the collar. Sergeants will have Sergeants stripes sewn onto the sleeves. Patches will also be sewn on in the same manner as the Class A uniform. The Class B uniform shall be pressed, not wrinkled and not show signs of wear. It will also be periodically dry cleaned to maintain its shape. The approved Dispatcher/Jailer Uniform shall be one that has been approved by the uniform committee and may have certain deviations from the patrol officer uniform as described herein. The shirt will have a badge embroidered on it with either Corrections or Communications in the rocker on the left side and their last name will be embroidered on the right side. **Exceptions to this will be approved by the Chief of Police and the Assistant Chief of Police.**
 - a. Headgear: The approved headgear for the Department shall be a black or navy-blue type baseball cap with gold, grey, or silver embroidered "Boaz Police" on the front of them or a solid black baseball cap. Officers may wear toboggans during the winter months with the same color scheme and embroidery as the ball caps.

Reflective traffic vest

1. Every officer shall be required to maintain a "DOT" approved reflective vest. The reflective vests are provided for the safety of each officer. All police officers working accidents or directing traffic for any purpose shall wear the reflective vest regardless of weather conditions or lighting conditions. Any other department employee assisting with a traffic accident or directing traffic for any purpose shall also be required to wear a reflective vest.

Property-departmental and city

1. Use of: Members shall use department equipment/property only for its intended purpose and are prohibited from using such property in the conduct of their own personal or private affairs either on or off duty. City property

- may not be removed from the premises without prior approval from the Chief of Police.
2. Care of: Members shall maintain department property and equipment assigned to them in good condition, and shall immediately report any loss or damage. In the event that city property is found bearing evidence of damage which has not been reported, it shall be considered prima facie evidence that the last person using the property/equipment was responsible.
 3. Conservation: Strict economy shall be observed in the use of fuel and lights; city property shall be neither wasted nor destroyed.
 4. Surrender of Equipment: Members are required to surrender in good condition all department property in their possession upon separation from service.
 5. Purchasing Supplies: No member shall purchase or order anything in the name of the department except as specifically designated by the Chief of Police or Assistant Chief of Police.
 - 6 Notices: Members shall not mark, alter or deface any posted notice of the department.

Accident involving department vehicles

1. Every employee involved in an accident while operating a city-owned vehicle shall:
 - a. Remain at the scene, notify the dispatcher of the accident and if able, render aide to others involved.
 - b. Immediately notify dispatch to call an ambulance if necessary.
 - c. If able to safely do so, mark and remove all involved vehicles and debris from the roadway.
 - d. Notify the shift supervisor who will go to the scene and notify the Assistant Chief or Chief of Police.
 - e. If the accident is minor, with little or no damage, the shift supervisor will notify the Assistant Chief or Chief of Police who will then make the determination regarding further or additional steps. No matter how minor the incident, the officer involved will still be required to submit to a drug screen.
 - f. The shift supervisor, Chief of Police, or Assistant Chief of Police will notify the City of Boaz Personnel Director and advise them of the accident.
 - g. If the employee has any kind of minor injury, contact the triage hotline provided.
2. Investigation of reports:
 - a. In the event a member is involved in an accident with another person or vehicle on the roadway which involves another person or citizen, the shift supervisor shall notify the Alabama State Troopers office. The Alabama State Troopers shall conduct any necessary investigation into these incidents.
 - b. If the accident involves the officer only with no other involved citizens or citizen owned property damage, with no injuries and relatively minor

damage to the officer's vehicle, the shift supervisor can make the determination to complete an incident/offense report, notify the Assistant Chief or Chief of Police and the City of Boaz Personnel Director. This policy shall also apply when the incident occurs on private property, not on the roadway.

- c. Photographs or videos shall be taken of all vehicle accidents involving any city employee and attached to a completed report.
- d. An employee involved accident report will be completed on all vehicle accidents and forwarded to the Chief of Police.
- e. Guidelines of employee drug testing will be followed as set forth in the City of Boaz Employee Handbook.

Adjustment or settlement of claims: Whenever any employee of the department has any accident and sustains any loss or injury which results in the City incurring any expense for his treatment, or which prevents him from continuing his regular police duties, the member shall not make any adjustment or settlement of any claims or make any statement concerning said accident, but shall notify the Chief of Police who shall refer the matter to the City of Boaz Personnel Director. Further, the Member should make note of any calls from persons claiming to represent insurance companies or individuals with regard to adjustment or settlement of claims and retain the same throughout the pendency of the matter.

Evidence/found property

- a. Members shall not, under any circumstance, manufacture or destroy, or remove from the scene, or convert to his own use, **any** evidence or other material found in connection with an investigation, or otherwise, of a crime. All such evidence or material or found property shall be properly collected, identified, preserved and turned in to the designated receiving officer or properly labeled, logged, and placed into an evidence locker prior to the end of the officer's tour of duty.

Investigations

- a. Reporting an Incident
 - 1. Any member observing or receiving a report of any crime, accident or other police incident, shall immediately report the incident to the dispatcher so that the offense may be logged at that time.
- b. Request for Assistance
 - 1. When the public applies for assistance or advice and/or makes complaints or reports, either by telephone or in person, all pertinent information will be obtained in an official and courteous manner. It shall then be properly and judiciously acted upon consistent with existing rules, regulations and policies.
- c. Response to Calls
 - 1. Officers shall remain available to the dispatcher at all

- times except when the dispatcher is notified of an “out-of-service” status. Officers shall, at all times, respond promptly and safely to all radio calls directed to them or direct calls or requests from citizens for aid.
2. Officers of the department shall respond without delay to all calls for police assistance from citizens or other other members. Emergency calls take precedence; however, all calls shall be answered as soon as possible.
 3. If an officer or dispatcher fails to answer his/her radio after three or more attempts by the dispatcher or an officer, the shift supervisor will require them to complete a written statement of the reason they did not respond to radio traffic.
- d. Prompt Action
1. Officers shall act promptly, professionally, and decisively at the scene of any incident requiring police attention.
- e. Interference with Private Business
1. Officers shall accomplish their purposes while being cognizant of all citizens’ rights and shall not unnecessarily interfere in the private and legitimate business of any person.
- f. Action on calls outside the City
1. Officers are allowed to answer emergency calls, other calls for assistance from other agencies and mutual aid calls outside the Boaz City Limits. **Should the response result in the need for an arrest to be made by the Boaz Police Department, the arresting officer shall immediately take the arrestee to the county jail in the jurisdiction in which the offense occurred. The arresting officer should then follow up with the jurisdiction where the offense occurred regarding appropriate documentation and any necessary paperwork.**
- g. Command of scene
1. At the scene of any crime, accident or other police incident, the ranking officer present shall assume command and direction of police personnel in such a manner as to assure the most orderly and efficient accomplishment of the police task. When two or more officers of the same rank are present, one shall assume charge. If there is a dispute regarding which officer shall assume charge, the officer with the most seniority with the department shall assume charge. When no superior officer is present, the officer arriving at the scene first will be in charge. At the scene of homicides and other major crimes, any member who is investigating the crime shall be in complete charge without regard to the rank of officer’s present.

- h. General responsibilities of officers at crime scenes
 - 1. The first officer to arrive at the scene of a crime or other police incident is responsible for the following actions as they may apply to the situation:
 - A. Summoning medical assistance and rendering first aid as required to prevent further injury or loss of life;
 - B. Arresting violator(s);
 - C. Securing the scene (protect the area and prevent the destruction, mutilation, concealment or contamination of evidence); and
 - D. Obtaining the names, addresses, and phone numbers of all parties involved and all witnesses with complete details relating to the incident.
- i. Responsibilities of assigned officers at crime scene
 - 1. The officers assigned to perform the preliminary investigation of a crime or other incident are responsible for the duties in section (h) above as necessary, and the completion of the preliminary investigation as directed. This shall include, but not limited to, securing statements and other information which will aid in the successful completion of the investigation, and locating, collecting and preserving physical evidence relevant to the investigation.
- j. Relief of Officer Conducting Preliminary Investigation
 - 1. The officer assigned to the preliminary investigation will remain at the scene until relieved or directed to do so by a superior.
- k. Reports
 - 1. All members shall prepare required reports as prescribed by department procedure. No member shall knowingly or recklessly falsify any official report or enter or cause to be entered any inaccurate, false or improper information on records of the department.

Arrests

- 1. Arrest-general
 - a. Risk involved: Officers shall distinguish between foolhardiness and courage in making arrests and shall summons assistance when an unaided arrest seems unwise.
 - b. Trivial violations: Officers may issue warnings rather than effecting arrests in trivial offenses when such would suffice.
- 2. Fixing traffic tickets: No member of this department shall alter,

change, “fix”, or attempt to “fix” any traffic ticket except in cases where a traffic ticket has been unlawfully issued or issued in error. The officer issuing a traffic ticket has the option of forwarding a completed officer recommendation to the court for approval on any ticket they have issued.

3. Off-duty arrests: Members of the department are responsible at all times for the enforcement of laws within the city limits. **There is a dividing line between the situation that an off duty officer acting in his/her capacity as a law enforcement officer can handle and the situation that he/she must handle.** An off-duty member shall make an arrest if a felony is committed in his or her presence, if life or property is threatened or if the situation is of an emergency nature that cannot wait for the arrival of on-duty members.
4. Making arrest: In making arrests, officers shall strictly observe the “**laws of arrest**” and the following provisions:
 - a. Informing arrestee: at the time of an arrest, the person arrested has a right to know the true reason for such arrest and the officer’s authority.
 - b. Restraint: officers should use only the level of restraint which is necessary in order to ensure safe custody and the safety of the officer.
 - c. Search of arrestee: regarding the arrest, transportation, and detention of prisoners, the officer shall take precautions to prevent an escape, injury to himself or another or damage to property. When making an arrest, he/she shall search the prisoner carefully and shall immediately take possession of all weapons and evidence. The arresting officer is responsible for the possessions of the arrested person under his control at the time of arrest, except for vehicles or other property collected as evidence. This responsibility transfers to the transportation officer when they accept custody of the arrested person and ultimately to jail personnel.
 - d. Allowing privileges: an officer making an arrest shall not accompany the arrestee to his home or room or elsewhere, except with the consent of a superior officer.
 - e. Booking: every person arrested for any cause shall be brought to the police department promptly for booking. The arresting officer is responsible for the arrested person until he/she is turned over to jail personnel. Jail personnel and the shift supervisor shall be notified of all injuries, apparent illness or other conditions which may indicate the need for special care such as hospitalization or emergency room care.
 - f. Dismissal of charges: officers shall not unilaterally act to dismiss the charges against an accused. If he or she has sufficient reason or

knowledge to believe charges should be dismissed, he or she should alert his or her supervisory or superior officer and complete an Officer Recommendation Form which is to be turned into the City Prosecutor or directly to the Boaz City Court.

g. Inventory of vehicle prior to towing: officers shall inventory the accused's vehicle and document any valuables inside. Officers shall document any damages to the vehicle prior to it being towed.

5. Apprehension of persons wanted by other jurisdictions
 - a. When the department apprehends a person "wanted" pursuant to an arrest warrant, BOLO, or other appropriate method of publication or request, by another law enforcement agency and not by this department, the person will be booked and information routed to the appropriate agency.
 - b. Any person wanted by this agency and another jurisdiction shall be booked in at the Boaz Police Department and the arresting officer, jail personnel, or dispatch shall:
 1. Notify the interested jurisdiction and confirm that the warrant is valid and that the agency wishes to place a hold on the subject.
 2. The booking officer shall make note on the booking sheet of the agency that has a hold on the arrestee.
6. Searches of apprehended persons: Women and juvenile girls who are in custody of the department should not be searched by male police officers unless immediate search under one of the following conditions appears to be necessary and no women employees are available. Men and juvenile boys who are in custody of the department should not be searched by female officers unless immediate search under one of the following conditions appears to be necessary and no male employees are available. (Under these conditions, other department employees as witnesses are strongly preferred if possible or practicable)
 - a. When there is a good reason to believe that the person has in their possession a weapon, poison, drugs or other means of causing death or injury to the arresting officer, to themselves, or another.
 - b. When there is good reason to believe that stolen property or evidence is hidden about the person and there is imminent danger that it may be thrown away or destroyed.
 - c. Such search by a member shall be reported in writing to the commanding officer.
7. Transportation of inmates: Male prisoners should not be transported in the same vehicle with female prisoners unless arrested at the same time or for offenses constituting the same act.
8. Arrest of juveniles:
 - a. Definition: A juvenile is an individual under the age of 18; or under 19 and who committed the act of delinquency with which he is charged before reaching the age of 18 years; "delinquent

child” means a child who has committed a delinquent act and is in need of care or rehabilitation.

- b. Taking into Custody: a juvenile may be taken into custody:
 1. Pursuant to an order of the court
 2. Upon reasonable grounds to believe that the child has run away from a detention, residential, shelter or other care facility
 3. Upon reasonable grounds to believe that the child is suffering from illness of injury or is in immediate danger from the child’s immediate removal from such surroundings are necessary for the protection of the health and safety of such child.
 4. Upon reasonable grounds to believe that the child has run away from his parents, guardian, or other custodian
 5. Upon reasonable grounds to believe that the child has no parent, guardian, custodian or another suitable person willing and able to provide supervision and care for such child.
 6. Upon reasonable cause for an arrest.
 - c. Whenever detention of the juvenile is necessary, they will be detained following procedures and/or pursuant to the instruction of the Juvenile Probation Officer and out of sight of other inmates and the public. Arresting officers acting pursuant to the instructions of the Juvenile Probation Officer when detaining or arresting a juvenile should make a record of their actions and the advisement made by the Juvenile Probation Officer.
 - d. Transportation: a juvenile should not be transported in a vehicle which is occupied at the same time by adult prisoners except in emergencies or when arrested in the company of an older person for involvement in the same offense.
9. Release-referral-delivery of juvenile:
- a. An officer taking a juvenile into custody shall, with all possible expediency:
 1. Notify Juvenile Probation Officer for referral on juvenile
 2. Upon approval by juvenile probation release to parents, guardian, or custodian.
 3. If juvenile is to be placed into detention, follow procedures set forth by juvenile probation.
10. Safeguards against false arrest:
- a. An officer will use every source of information to insure the correct identification of a person that is arrested or confined. The practice of “investigative holds” or “safekeeping” is not authorized.

Obtaining confessions

- a. Officers and any other member of the department shall not use physical violence; intentional, cruel, or inhumane treatment or conditions; threaten; or hold out inducements to a suspect for the purpose of obtaining a confession. Officers obtaining a confession must be able to show it was voluntary and that the subject was first read their Miranda rights if the confession was obtained while the suspect was in custody or during a lengthy detainment.
- b. A statement by a suspect should be written or recorded if possible.

Assisting criminals

- a. Members shall not communicate in any manner, either directly or indirectly, any information which might assist persons guilty of criminal acts to escape arrest or punishment, or which may enable them to dispose of evidence or any property that may have been illegally obtained.

Attorneys/bailors

- a. Recommending: Members shall not suggest or recommend a specific attorney or bail bond broker to any person involved in any police matter.
 - 1. This does not apply when a relative of the officer seeks such advice.
- b. Under no circumstance may a member receive, solicit, or accept a fee, gratuity, or reward offered by an attorney or bail bondsmen in exchange for recommendation of the same to persons involved in a police matter.
- c. Arrestees shall be allowed facilities for notifying or contacting an attorney at their own expense, if possible. The member may assist in this matter when a prisoner asks for a specific attorney or bondsman, only to the extent of facilitating this request.
- d. Members shall not disclose arrest or other information to an attorney before trial which might impede a just disposition of a case without permission from the city attorney or a subpoena for records sent to the Clerk.
- e. Members not to present or obtain bond of prisoner: A member may become surety or post bond, or furnish bail for him/herself and members of his/her immediate family; however, he/she shall not become surety or go on the bond of, or furnish bail for any other person arrested for a crime, particularly those whose arrest he or she is or has been involved in.

Wrecker service

- a. The Boaz Police Department will maintain a wrecker rotation system or list for all approved wrecker companies favoritism will not be shown to any wrecker service. Those listed shall be called or contacted in an equal and fair manner.

(ref: City of Boaz rotation towing ordinance 2019-1138)

Radio use and procedure

- a. Members should adhere to the following when using department radio channels or feeds:
 1. Organize thoughts before transmitting and listen to determine if the channel is clear of other traffic.
 2. Identify your call number when transmitting and wait for the dispatcher to acknowledge your traffic.
 3. Keep all transmissions brief and to the point.
 4. The dispatcher will at all times have knowledge of the status of officers on duty.
 5. Status Check: When an officer has been dispatched to a call or is on a traffic stop, dispatch will check the officer's status. The first time will be within 1 minute and the next time in intervals every 3 to 5 minutes. The officer will respond "code 5" or "10-4".
 6. If an officer fails to respond to a status check, dispatch will make a second attempt. If still no response is made, dispatch will send a backup unit and dispatch will attempt to make contact using "push to talk" or "phone" capabilities.
 7. Officers failing to answer a status check will write a statement as to why they were unable to be contacted and forward to their immediate supervisor. (ref: Investigations c:3)

Handcuffs

- a. The use of handcuffs provides protection to the arrested person to prevent injury to the arrested person or to nearby citizens; they also protect the officer. Members will use handcuffs on all prisoners except where precluded by prudent judgment. Members should be able to justify the use or failure to use handcuffs in incidents resulting in escape, injury or damage to property.

Prisoners

- a. Custody of: Officers charged with the custody of prisoners shall observe all laws and departmental orders regarding this activity. Prisoners shall be kept securely, treated firmly and humanely, and shall not be subject to any unnecessary restraint. This department will not tolerate any physical abuse or the violation of any prisoner's civil rights. Members will not fraternize with, engage the services of, accept services from, or do favors for any person in custody of the Department.
- b. Transporting: When transporting a prisoner, the safety of the officer, other members, the prisoner, and citizens are the responsibility of the transporting officer. The transporting officer shall remain responsible for security of the prisoner until properly relieved.

1. Prisoners will be closely watched during transport to ensure nothing is given to or taken away from the prisoner.
2. Females should not be transported with other males unless involved in the same offense or when other transportation is not available.
3. Juveniles shall not be transported with adult prisoner except when involved in the same offense. (ref: Arrests 7 and 8d)
4. Unless ordered by a court or a juvenile probation officer, a child lawfully taken into custody as an allegedly dependent or delinquent child or a child in need of supervision, shall immediately be released upon the ascertainment of the necessary facts, to the care, custody and control of such child's parents, guardian, custodian or other suitable person able and willing to provide supervision and care for such child except in situations where:
 - a. The child has no parent, guardian, custodian or other suitable Person able and willing to care for the child;
 - b. The release of the child would present a clear and substantial Threat of serious nature to the person or property of others Where the child is alleged to be delinquent;
 - c. The release of the child would present a serious threat of Substantial harm to such child; or
 - d. The child has a history of failing to appear for hearings before the court and/or has been denied bail or bond by a Judge.
5. Any prisoner transported to a hospital in a private ambulance shall be accompanied/escorted and guarded by an officer and the officer will remain with the prisoner until relieved or the prisoner is discharged or the nature of the transport is serious enough to release the prisoner on bond.
- c. Prisoner property and responsibility: Officers who have arrested or detained a person will be responsible for safeguarding the person and his property until such person is turned over to detention personnel.
 1. All property will be turned over to detention officers.
 2. Weapons, contraband and other evidentiary items shall be removed from the prisoner prior to his being turned over to the jail and placed in a secure area with a clearly documented chain of evidence.
 3. No money, jewelry or other valuables allowed in the jail, except for a wedding band.
- d. Purchase of prisoner property: No member shall purchase any personal property from a prisoner nor sell any personal property to a prisoner; nor shall any member perform any service for a prisoner for a fee or gift nor enter into any kind of transaction of a personal nature of any kind.

Judicial appearance and related matters

- a. Court appearances: Attendance in a court of law or quasi-judicial hearing as required by subpoena is an official duty assignment. Permission to omit this duty must be obtained from the prosecuting attorney handling

- the case. When appearing in court, either the official uniform or suit or dress coat, slacks, dress shirt and tie shall be worn—no blue jeans.
- b. Members shall be respectful toward the court in general, the magistrate and attorneys.
 - c. Members shall testify, including cross examination with strict and truthful accuracy.
 - d. Testifying for defense: Any member subpoenaed to testify for the defense in any trial or hearing or against the city or department in any hearing or trial shall notify his supervisor upon receipt of the subpoena. He shall also notify the city attorney upon receipt of subpoena.

Civil action/Court appearance/related matters

- a. Service: Members shall not serve civil process nor render assistance in civil cases except as required by law.
- b. Testifying: A member shall not testify in any civil case in which the police may have an interest without prior approval of the Chief of Police unless the member has been legally summoned to do so. If summoned or subpoenaed, the member must notify the Chief of Police and provide the summons to the same.
- c. Involvement in civil matters: A member shall not involve himself in the civil actions or disputes of other persons while acting in his official capacity. A member may, however, prevent or abate a breach of the peace or crime in such cases.
- d. Civil depositions and affidavits: Members shall confer with their commanding officer before giving a deposition or affidavit in a civil case.
- e. Compensation for damage sustained on duty: Members shall not seek in any way, nor accept from any person, money or other compensation for damages sustained or expenses incurred by them in the line of duty without first notifying the Chief of Police in writing.
- f. Compensation for damages off-duty: Members who have received salary from the department for injury sustained off duty or illness shall notify the Chief of Police in writing of any intent to seek, sue, solicit, or accept compensation as damages for such illness or injury. This notice shall be filed before any action is taken. It shall include the fact of the claim and the name of the respondent.

Sick and injured persons

- a. Calling Ambulance: Officers dispatched on ambulance calls or investigations shall immediately ascertain whether the ambulance is needed and shall so notify the dispatcher.
- b. Transporting in police car: Officers should avoid transporting sick and injured persons in their police car unless authorized by the officer in charge or when delay in doing such would result in further illness or

injury.

Death and injury notifications

- a. Any time a member is injured on duty, the member's supervisor or next ranking officer will notify the Chief of Police, and then the City of Boaz Personnel Director.
- b. In the event of the death of a member of this department, the Chief of Police shall be notified immediately and he or she will then make proper notifications and determine next steps.
- c. Notification of the family of a seriously injured or dying member while on duty shall be conducted by the available senior member.

E-911 Call procedure

- a. Receiving calls from 911 that are hang-up calls:
 1. Dispatch officer to the address where the 911 call originated.
 2. Dispatcher will attempt to make contact with the caller to obtain additional information and status of the call.
 3. When officers arrive at scene, they are to check the status of the call and notify dispatch if fire or medical personnel are needed.
 4. If officers are unable to make contact with caller, they are to notify the shift supervisor on what further steps to follow. Special circumstances, known medical problems, domestic incidents in the past among other things are to be taken into consideration.

Fires

- a. Scene
 1. At a fire, members of the fire department are in charge of the scene. The duty of the police department is to maintain fire lanes and direct traffic as needed. Officers shall remain outside the scene unless under emergency conditions and under direction of the fire department.
 2. When a fire is discovered within the jail or within the police department, and the fire does not appear to be easily extinguished using department equipment, the dispatcher will immediately notify 911 to have the fire department dispatched.
 3. If a fire appears to be threatening to the police department, all inmates will be removed from the jail area following jail procedures.

Disciplinary matters

- a. Members subject to:
 1. Any member violating his oath and trust by committing an offense punishable under the laws and statutes of the United States, the State of Alabama, local ordinances or who violates

any provision of the rules and regulations or procedures of the department, or who is guilty of conduct unbecoming an officer or member, or who is incompetent to perform his duties is subject to disciplinary action as detailed in the employee handbook.

b. Authority Personnel

1. Supervisory personnel

a. Any supervisory personnel may issue oral reprimands or recommend other disciplinary actions.

2. Sergeant or higher

a. Any sergeant or higher may take the following disciplinary action:

a. Oral reprimand

b. Written reprimand (subject to approval by the Assistant Chief or Chief of Police and subsequent to the accused being furnished a copy and given an opportunity for written rebuttal)

c. Emergency suspension in the absence of and with immediate notification as soon as possible with the Assistant Chief or Chief of Police.

d. Written recommendation for other penalties.

3. Chief of Police

a. The Chief of Police may impose or initiate any level of disciplinary action up to and including discharge.

c. Emergency suspension

1. Any sergeant or higher command or any acting command officer has the authority to impose emergency suspension until the next business day against a member when it appears that such action is in the best interest of the department.

a. Follow up Action

1. A member receiving an emergency suspension shall be required to report to the Chief of Police the morning of the next business day unless otherwise directed. A commanding officer imposing or recommending the suspension shall also report to the Chief of Police at the same time.

d. Investigations relating to complaints

1. While any infraction may be the cause for formal investigation, the following complaints/allegations against Department members shall be investigated with priority or deference:

a. All charges of substance by citizens against departmental personnel.

b. All referrals from the Office of the Mayor, City Council member or Chief of Police.

- c. Allegations against departmental personnel involving the commission of a criminal offense, gross misconduct or negligence of duty.
- e. Departmental investigations-testifying
 - 1. Members are required to answer questions by or render material or statement to a competent authority in a departmental personnel investigation when so directed. When the member is directly involved in the subject of investigation, he or she is afforded all appropriate rights and due process.
- f. Reports of disciplinary action taken or recommended
 - 1. Whenever disciplinary action is taken or recommended (except for oral reprimand), a written report must be submitted to or created immediately by the Chief of Police and contain the following information:
 - a. The full name and rank of the person being disciplined or recommended for disciplinary action
 - b. The date, time, and location of the misconduct
 - c. The section number of this manual violated or common description of the infraction if not covered in a section of this manual
 - d. A complete statement of the facts of the misconduct
 - e. The punishment imposed or recommended
 - f. If any member is arrested for violations or crimes committed, the arrest procedure is the same as described by this manual. The Chief of Police and the Assistant Chief of Police shall be notified immediately.
- g. Informing member who has committed infraction
 - 1. When the investigation of any infraction has been completed, a statement of the charge, including the recommended disciplinary action will be given to the offending officer. The statement must include the rule or regulation the member is alleged to have violated. This may be done using the City of Boaz Personal Conduct and Work Rule Violation Write-up Form. The accused has the right to respond in writing.

Citizen complaints against members

- 1. Complaints
 - a. This is referring to complaints of substance and would not include complaints relative to differences of opinion between members and citizens unless there is an allegation of violation of law or of department rules or orders on the part of the member.

2. Receiving complaints
 - a. The commanding officer on duty will receive and accept any complaint of alleged misconduct against any member of the Department. This includes oral and written complaints.
 - b. When this is not possible, the officer receiving the complaint shall reduce it to writing and forward it to the shift commander on duty. A copy of this complaint will not be given to the complainant in cases such as this.
 - c. The shift commander on duty shall assure himself that the complaint report consists of the following information: full name, age, phone number and address of complainant or victim and witnesses, date, time and location of the incident, date and time complaint was made, name and/or badge number of the officer(s) accused and a concise statement of fact.
3. Complaints against ranking officers
 - a. Such complaints may be routed directly to the Assistant Chief of Police or the interim Chief of Police in his absence.
4. Investigations
 - a. Supervisory and command personnel shall themselves initiate investigations when the subject complained of or observed an infraction within the scope of their authority. Time is of the essence in these matters.
5. Assistant Chief or Chief of Police in his absence
 - a. Upon receipt of the complaint, the Assistant Chief of Police will cause an investigation to be made by the commanding officer of the member or by officers specially assigned for that purpose depending on the seriousness and type of offense alleged.
 - b. Investigative Procedures
 1. The officers assigned to investigate will conduct a thorough and impartial investigation into all facets of the complaint, obtaining detailed statements from the complainant, witness(es) and the accused and any other evidence, facts or circumstances material to the issue, including criminal records or other factors which may affect the credibility of witnesses.
 2. Investigating officers will show the complaint to the member accused and obtain a statement from them. In cases involving a criminal offense, the accused member must be informed of his Miranda rights.
 3. Investigating officers will submit a complete report of all statements, facts, conditions,

circumstances and evidence acquired in the course of their investigation to the Chief of Police via the officer in charge of the investigation.

6. Findings

- a. One of the findings listed below must be included in the report of investigation of an alleged act of misconduct:
 1. Unfounded-The investigation indicates that the act or acts did not occur or failed to involve police personnel.
 2. Exonerated-Acts did occur, but were justified, lawful and proper.
 3. Not Sustained-Investigation failed to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint.
 4. Sustained-The investigation disclosed sufficient evidence to clearly prove the allegations made in the complaint.

7. Alternative actions open to the Chief of Police

- a. Upon receipt of all reports of the investigation of the Complaint, the Chief of Police may take any of the following actions:
 1. If an investigation reveals that the complaint is unfounded, then the matter may be closed.
 2. Complaints that are justified and may be characterized as minor, such as discourtesy or comparable acts, may be settled informally by the Chief of Police or his designee.
 3. If the complaint is of a more serious nature, the Chief of Police shall prepare appropriate documentation for presentation to impose discipline outside the authority of the Chief of Police in compliance with legal requirements.
 4. The Chief of Police shall notify the accused of their decision.

Grievances

1. Procedures

- A. Members shall not destructively criticize the department or its policies, progress, action, or officers, or perform any acts or make any written or oral statements which tend to bring them into disrepute or which tend to interfere with the reasonable supervision or proper

- discipline of the Department.
- B. Members having a grievance against any policy, procedure, or other member shall take the matter up through official channels.
- 2. Suggestions for Improvements
 - A. Members may forward suggestions for the improvement of the service, in writing, through official channels, to the Chief of Police.

Promotion Policy

1. Purpose: The purpose of this policy is to establish a firm promotion policy which will ensure objectivity and fairness toward all personnel.
2. Definition: Promotion is defined as classification to the next higher rank within the police department. The rank structure in ascending order is:
 1. Police Officer
 2. Sergeant
 3. Captain
 4. Assistant or Interim Chief
 5. Chief of Police

All Promotions will follow guidelines set forth in the City of Boaz Employee Handbook and job descriptions established by the City.

3. Policy: The following policy is instituted to establish guidelines governing promotions within the police department.
 - a. All non-civilian employees of the Boaz Police Department shall be eligible for promotion to the next highest rank, except for the position of Assistant Chief of Police, upon establishment of the need for such higher ranked individual within the police department.
 - b. A promotion board, consisting of the Chief of Police, Assistant Chief of Police, Patrol Captain, Chairman of the City Council Police Committee and the Personnel Director, shall be convened to evaluate the candidates for promotion. In the event one of the above is unable to attend, a Captain, selected by the Chief of Police, will attend in their place.
 - c. The Promotion Board for the Assistant Chief of Police shall consist of the Chief of Police, City Personnel Director, Chairman of the City Council Police Committee and one or more city council members.
 - d. All candidates shall appear before the promotion board and undergo an oral examination.
 - e. If any employee eligible for promotion shall choose not to undergo an oral interview, the individual shall be deemed to have waived any right he or she may have for consideration for the promotion of an available rank. Said waiver shall not be considered a waiver of future promotions.
 - f. Criteria to be considered by the promotion board are as follows:

- a. Length of service
- b. Formal education and professional training
- c. Work performance based on employee evaluations
- d. Appraisal or evaluation by current supervisor
- e. Personal characteristics-attitude, disposition, sensitivity, tact and diplomacy
- f. Other pertinent factors
- g. Each board member shall evaluate the candidates individually and rank candidates on a scale of one to five with five being the best. The Personnel Director shall tally all evaluations and report his calculations to the board. Thereupon, the board shall make its recommendation for promotion to the Chief of Police for final approval.
- h. All deliberations and activities of the promotion board shall be confidential and consistent with professional standards, to afford each candidate respect for privacy.
- i. Nothing in this policy shall be interpreted to give any employee of the Boaz Police Department the right to be promoted based on the criteria listed herein, nor shall this policy be interpreted to restrain the right of the City of Boaz to bring disciplinary action, including demotion, against any employee of the Boaz Police Department.
- j. The Chief of Police shall reserve the right to request additional members of the Boaz Police Department to be present during promotions as he sees fit.

4. Revocation: This policy shall supersede the place of any and all promotion policies of the Boaz Police Department.

5. Applicability: This policy shall apply only to uniformed police department personnel with arrest power and shall not apply to civilian employees or personnel, including but not limited to clerical employees, secretaries, dispatchers and jailers.

Accident review board policy

1. Purpose:

- a. The Boaz Police Department wants to provide the safest work environment possible for its employees. The Boaz Police Department provides training for employees to help them realize the dangers involved in operating police vehicles. The police department also realizes that officers may become involved in motor vehicle accidents. The Boaz Police Department has established an Accident Review Board to review each vehicle accident members are involved in to make corrective, training and disciplinary recommendations to the Chief of Police.

2. Policy:

- a. In the event a member is involved in an automobile

accident, the Accident Review Board will review and make recommendations to the Chief of Police, including disciplinary action.

3. Procedure:

- a. As described above, the Boaz Police Department will have an accident review board to review and make recommendations to the Chief of Police regarding all vehicle accidents occurring while members are on duty.
- b. If members are determined to be at fault by the Accident Review Board due to careless driving, the following disciplinary action will occur:
 1. First occurrence: Documented Verbal Counseling or written warning on a Personnel Action Report and loss of take-home car privileges for 3 working days.
 2. Second occurrence within an 18 month Period: Written warning on a Personnel Action Report, 2-day suspension and loss of take-home car privileges for 10 working days
 3. Third occurrence within an 18 month Period: Written warning/final notice on Personnel Action Report, suspension up to termination and loss of take-home car privileges for 30 days.
- c. If the Accident Review Board determines that the employee was at fault and that policy or laws were violated by the employee, the following action will occur:
 1. First occurrence: suspension; action up to and including possible termination
 2. If suspended, Final Warning given and loss of take-home car privileges for 30 days.
- d. These disciplinary actions fall under the City of Boaz Personal Conduct and Work Rule Violations, under the following:
 - a. Section titled: Verbal Warning and Written Warnings, number 5, failing to follow safe work practices.
 - b. Section titled: Disciplinary suspension or Discharge, number 15, excessive accident record or a demonstrated inability to work safely.
- e. Persons to be appointed to Accident Review Board by the Chief of Police:
 1. Assistant Chief of Police
 2. Captain

- 3. Investigator
- f. Absences
 - 1. In the event that any of the members listed above are unable to attend a board meeting, then a sergeant will be appointed to temporarily fill the position.
- 4. Meetings
 - a. The Accident Review Board will meet when the need arises to review an accident

Infectious disease policy

- 1. Purpose:
 - a. Infectious diseases are a rapidly growing epidemic, however; precautions can reduce the spread of disease. This directive has been developed so the Boaz Police Department to manage those things that we can reasonably expect will occur in the performance of our duties, and protect personnel from unnecessary exposure to disease
- 2. Discussion:
 - a. Public Safety personnel routinely come into contact with members of the public, and, at some point, it is predictable that members will come into contact with a person who has a infectious disease. As a result, extreme caution should be exercised by police personnel at all times or whenever practical. In addition, the following procedures shall be utilized when dealing with blood, items contaminated or stained with blood or other body fluids and when interacting with persons known belonging to high-risk groups:
- 3. Policy:
 - a. Infectious disease precautions
 - 1. Discretion should be used by officers to limit their exposure to contagious diseases.
 - 2. Protective disposable gloves and prudent hand washing/cleaning techniques should be used by officers to prevent transmission of contagious diseases. Direct contact with blood and other bodily fluids should be avoided whenever possible. All personnel are required to carry and use issued latex gloves while on duty.
 - 3. Officers should not eat, drink or smoke at crime scenes where body fluids are present.
 - 4. Officers should be aware that certain medications suppress their immune system and make them more susceptible to infectious disease. Officers should consult their private physicians if they are taking prescription drugs.

5. All supervisors are charged with the responsibility of ensuring the compliance with this directive.
 - b. Exposure to a possible communicable disease
 1. If any person receives a human bite, scratch, needle prick, or unprotected contact with body fluids or possible contact to a source of a communicable disease he or she should follow the procedure described below to ensure protection, safety, and treatment in a safe and effective manner.
 2. The officer will:
 - a. Immediately notify his supervisor on duty.
 - b. Encourage the wound to bleed by applying slight pressure to the edges.
 - c. Complete a written report concerning the facts and circumstances of the exposure.
 - d. Follow the Supervisor's directives concerning reporting for and obtaining medical treatment and/or serological testing.
 3. The supervisor will:
 - a. Arrange for the subordinate to be transported to an approved medical facility for evaluation by a physician.
 - b. Ensure that an arrestee that is suspected of harboring a contagious disease is isolated alone in a cell.
 - c. Request that a person who has exposed a member of this department submit to a test of bodily fluids.
 - d. Notify the Chief of Police, the Assistant Chief and the Personnel Director.
 - e. Ensure that the proper reports are completed and submitted.
 - c. Infectious disease training
 1. Supervisors within the police department will be responsible for disseminating updated information and arranging for in-service training classes on a regular basis.
4. Procedures
 - a. Supplies:
 1. Shift supervisors shall ensure that adequate supplies are available for infectious disease control within their respective areas of responsibility.
 2. Supplies include:
 - a. Latex gloves
 - b. Bulk soap dispenser (1 per bathroom)
 - c. Spray cans or bottles of germicidal cleanser
 - d. Plastic bags

3. Each Officer is responsible for carrying latex gloves hand sanitizer in their patrol vehicle.

b. Custody Procedures

1. Persons of high-risk groups should be treated with caution. Extreme caution should be used when searching these individuals to prevent accidental skin puncture by needles. Caution should also be exercised when reaching into areas, such as under car seats, that are not visible.
2. After completion of the task or search where latex gloves were utilized, they should be removed and securely placed in plastic bag and labeled as "Biohazard".
3. Persons with wounds or exposed blood or bodily fluids shall be transported separately from other prisoners whenever possible.
4. Officers have an obligation to inform other personnel (court, paramedics, firemen, etc.) whenever a change of custody occurs and the subject has blood or other fluids present on his person or if the subject has made a voluntary statement that he has a contagious disease.
5. Subjects taken into custody with blood or bodily fluids on their person shall be allowed to shower as soon as possible. Their clothing shall be placed into a plastic bag until it can be washed using a strong detergent. Upon their release, the isolation cell they were in shall be washed using germicidal cleaner.
6. Officers should indicate on the incident report if a subject makes a voluntary statement that he has an infectious disease. Also note if the person has blood or other bodily fluids on their clothes or person.

c. Vehicle and cell cleaning/disinfecting

1. Cleaning/disinfecting procedures shall be undertaken immediately after contact with any subject suspected of having or known to have a contagious disease.
2. Personnel effecting the clean-up shall wear protective disposable gloves and use paper towels. Upon completion of the clean-up, they should wash with germicidal soap. If an inmate assists with cell cleaning, he or she should also use the precautions stated above.

d. Handling and storage of property and evidence

1. Evidence containing blood or other bodily fluids shall be handled with gloves. If it is dry, the evidence may be placed into a bag or enveloped and submitted as evidence. Evidence containing a wet sample should be placed into a paper bag and allowed to dry then submitted as evidence. Needles and other sharp objects

should be placed into a paper bag with the cap on and put inside a plastic bag and labeled as “biohazard”.

- a. Needles that have been collected as evidence of a drug crime shall be photographed and then placed into a “sharps container.”
2. Members should always wash with germicidal soap and water after handling any items that may be contaminated.

Driver’s license and vehicle safety checkpoint policy

1. Purpose:
 - a. To set the policy for the Boaz Police Department pertaining to driver’s license checkpoints, sobriety checkpoints and vehicle safety checkpoints.
2. Policy:
 - a. It shall be the policy of the Boaz Police Department to conduct driver’s license checkpoints and sobriety checkpoints and vehicle safety checkpoints in a systematic manner within the City Limits of Boaz. Supervisory personnel are responsible for ensuring that the checkpoints are carried out using a neutral and objective plan, and are conducted to promote traffic and public safety.
3. Driver’s License Checkpoints:
 - a. It is the intent of the Boaz Police Department to ensure that those who operate a motor vehicle within the Boaz City Limits are properly licensed. These driver’s license checkpoints are primarily for the purpose of ensuring the operator is properly licensed, but it does not limit those involved in the checkpoint from enforcing other laws of the State of Alabama.
4. Sobriety Checkpoints:
 - a. It is the intent of the Boaz Police Department to ensure all those using the public highways, roadways and streets within the Boaz City Limits are protected from those who are operating a motor vehicle while impaired due to consumption of alcoholic beverages, drugs or any substance that may impair the operator of a motor vehicle.
5. Vehicle Safety Checkpoints:
 - a. It is the intent of the Boaz Police Department to protect others that are using the public roadways within the City of Boaz from those who are operating an unsafe motor vehicle. Officers conducting these checkpoints shall inspect the tires, brake lights, headlights, tail lights, turn signals and windshields. This vehicle safety checkpoint shall not limit Officers from enforcing other laws of the State of Alabama.
6. Publicity:
 - a. The Boaz Police Department will notify the public of upcoming

checkpoints by contacting a local radio station, or the Sand Mountain Reporter, or utilizing the Boaz Police Department Facebook page before conducting the checkpoint(s) at various locations within the City Limits of Boaz.

7. Frequency of Checkpoints:

- a. The Boaz Police Department may conduct as many checkpoints determined to be necessary as long as they are approved by the shift supervisor, Chief of Police or Assistant Chief of Police and for special event checkpoints, such as click-it-or-ticket or other traffic safety programs.

8. Duration:

- a. The duration of a checkpoint shall not exceed three (3) hours in any one location.

9. Procedure:

- a. Supervisory personnel will select and approve the date, time, location and duration of a checkpoint. Prior to the checkpoint a supervisor must approve an appropriate location. Consideration for the location will include, but not be limited to the following:
 1. An area previously known with a history of unlicensed drivers or drivers whose license have been suspended, revoked or canceled.
 2. An area where complaints have been received regarding reckless or other improper driving of a motor vehicle.
 3. An area where traffic accidents have occurred.
 4. An area with a history of DUI's involving motor vehicle operators.
 5. Any other relevant considerations that in the judgment of the on-duty supervisor would warrant one of the three different checkpoints.

The different checkpoints shall be objectively reasonable to accomplish the goals of traffic safety and promote general public welfare. The location of a checkpoint shall be selected based on a combination of public and officer safety and motorist visibility and taking into consideration the requirements listed above. The checkpoint shall also be located in an area with enough room to pull violators off the roadway and not to cause undue congestion.

10. Record Keeping:

- a. A checkpoint form will be completed by a supervisor for each checkpoint conducted by the Boaz Police Department. Section "A" will be completed prior to the checkpoint and Section "B" will be completed by a supervisor present during the checkpoint. In the notes section, the supervisor will write in the date, time and type of media that was used for public notification.

11. Traffic Vest:
 - a. All officers involved in the checkpoint shall wear a traffic safety vest, day or night.

Domestic/family violence policy

1. Purpose:
 - a. To establish guidelines for domestic/family situations.
2. Policy:
 - a. It is the policy of the Boaz Police Department to respond to and diligently investigate all complaints of domestic/family violence, and to provide protection to all participants of the dispute.
The goals of this policy are:
 1. To prevent and reduce family homicides.
 2. To prevent and reduce family assaults.
 3. To prevent and reduce police call backs.
 4. To prevent and reduce injuries to officers.
 5. To prevent and reduce liability risks to the department.
3. Definitions:
 - a. Family violence: An incident resulting in the abuse, assault, or the attempt or threats thereof, between family or members of the same household. This does not include the “reasonable” discipline of a child by a person with the authority as prescribed by Alabama state law.
 - b. Family/Household Member:
 1. Current or former spouse
 2. Parent or step parent
 3. Child or step child
 4. Any person with whom the defendant has a child in common
 5. Present household member
 - a. this excludes non-romantic or non-intimate co-residents
 6. A person who has or had a dating relationship with the defendant
 - a. dating relationship means a current or former relationship of a romantic or intimate nature characterized by the expectation of affectionate or sexual involvement by either party.
4. Probable cause:
 - a. Facts or circumstances within the officer’s knowledge which are reasonably trustworthy and which would lead a prudent police officer to believe that a subject arrested had or was committing a crime. The officer does not

have to have enough evidence before them at that time to support a conviction.

5. The following factors will not be used in determining probable cause:
 - a. Marital status of the parties
 - b. The existence of a Protection from Abuse Order (except if the violation of such order would constitute a crime).
 - c. The disposition of previous police calls involving the same victim and offender.
 - d. The victim's unwillingness to prosecute the case.
 - e. The police officer's subjective belief that the victim will not prosecute.
 - f. Denial by either party that the violence occurred where there is evidence to the contrary.
 - g. The officer's concern about reprisals against the victim by the offender.
 - h. The race, ethnicity, sexual preference, social class or occupation of the victim and/or the offender.
6. Domestic dispute:
 - a. Any incident between family/household members where, even though no crime has occurred, a law enforcement officer has been called to the scene.
7. Dispatcher procedures:
 - a. Dispatchers can obtain vital information that, when passed on to the responding officers, can reduce the risk of injury or death to the officer. The dispatcher will give family violence calls the same priority as other life-threatening calls and dispatch a minimum of 2 officers.
 - b. During the initial call for assistance, the dispatcher will obtain the following information:
 1. The exact location of the emergency.
 2. A narrative of events.
 3. The caller's name and involvement.
 4. Any injuries and, if so, if they need emergency medical assistance.
 5. Is the suspect present? If not, obtain a description of the suspect, direction and mode of travel.
 6. Are there any weapons present; if so, where?
 7. Is anyone under the influence of alcohol or drugs?
 8. Is there a restraining order?
 9. Are there children present?
 10. Have Law Enforcement officers been summoned on previous occasions?
 11. If possible, keep the caller on the phone until officers arrive.

8. Investigating officers' responsibilities:
- a. Officers will respond to all domestic violence calls in a safe and expeditious manner. All such calls should be considered high risk and sound tactics will be utilized at all times.
 - b. Upon arrival, officers will:
 1. Separate all parties involved and prevent further injury or threats of injury.
 2. Summon medical assistance when required.
 3. When the situation permits, interview all victims, suspects, and witnesses as thoroughly as possible, and obtain written or recorded statements.
 4. Protect the crime scene and collect and preserve any and all pertinent evidence.
 5. When applicable, photograph the scene and any injuries sustained by the victim and offender.
 6. Prepare an incident/offense report for all family violence calls whether or not an arrest was made. If no arrest was made, explain why an arrest was not made.
 7. Each officer shall utilize department issued body cameras for every family violence call to record statements and video of the scene.
 - c. The Boaz Police Department **WILL NOT** condone or adopt an arrest avoidance policy resulting from family violence complaints.
 - d. Arrest:
 1. Arrest is the preferred response to family violence calls when probable cause exists that the following crime(s) have been committed or attempted to be committed by one of the family/household members against another family/household member.
 - a. Rape 1st and 2nd degree
 - b. Sodomy 1st and 2nd degree
 - c. Sexual Misconduct
 - d. Sexual abuse 1st or 2nd
 - e. Indecent exposure
 - f. Enticing a child to enter a vehicle, house, etc. for immoral purposes
 - g. Assault 1st, 2nd or 3rd degree
 - h. Harassment
 - i. Menacing
 - j. Reckless Endangerment
 - k. Criminal Coercion
 - l. Unlawful Imprisonment
 - m. When the officer has reasonable cause to believe that a felony or misdemeanor has been

- committed by the suspect in violation of a
order issued by a court of competent jurisdiction.
2. If the Subject in the case has departed the scene prior to officer's arrival, all pertinent information will be compiled and an arrest warrant will be obtained and served as soon as possible. If the suspect is located within a reasonable amount of time and probable cause exists, then the suspect will be arrested.
 3. If both parties appear to be the victim, the officer shall:
 - a. Evaluate each complaint separately to determine the predominate aggressor. If determined that one person was the predominate aggressor, the officer need not arrest the other person alleged to have committed domestic violence at that time.
 - b. Evaluate prior complaints of domestic violence.
 - c. The relative severity of the injuries inflicted on each person, including whether the injuries are offensive versus defensive in nature.
 - d. The likelihood of future injury to each person.
 - e. Whether one person acted in self-defense.
 - f. A law enforcement officer shall not threaten, suggest, or otherwise indicate the possible arrest of all parties to discourage the request for intervention by law enforcement by any party or base the decision to arrest or not to arrest on either of the following:(Code of Ala. 13A-06-134)
 1. The specific consent or request of the victim asking not to arrest the offender.
 2. The officer's perception of the willingness of a victim or witness of the domestic violence to testify or otherwise participate in a judicial proceeding.
 4. When an arrest is made at the scene or within a reasonable amount of time, the officer will be the complainant. Charges cannot be dropped by the victim and their only duty is to testify honestly in court.
 5. The investigating officer will give his/her name to the victim and will ensure that the victim is given a "victims' rights pamphlet."
 - e. The investigating officer will compile the necessary evidence For presentation in court. This will include, but not limited to:
 1. Witness and victim statements.
 2. Medical reports.
 3. Photographs of the victim, scene and suspect.
 4. Body Cam video
 5. Copy of the restraining order (if applicable)

6. Any physical evidence collected from the scene
- f. Victims assistance:
1. Notify the victim of the activities that will transpire as a result of the arrest, (i.e. Court procedures, etc.)
 2. Aid the victim in finding a place to stay when necessary and provide transportation if needed.
 3. Advise the victim of available resources from the Domestic Violence Coalition.
- g. Patrol Supervisor Duties:
1. Whenever possible, a supervisor will respond to all domestic calls.
 2. Supervisor shall be contacted in all cases when a felony has been or is believed to have been committed and an arrest is eminent. It shall be the supervisor's determination if an investigator is needed.
 3. Respond to all family violence calls where the victim or offender is a law enforcement employee of any agency. The supervisor will make the arrest of the employee.
- h. Full faith and credit
1. Under the Federal Violence Against Women Act, jurisdictions must give full faith and credit to valid protection orders issued by other jurisdictions to include the court of one state or Indian tribe to another state or Indian tribe as the enforcing state or Indian tribe 18 U.S.C. 2265.
 2. An arrest shall be made based on probable cause, if found to be in violation of a valid protection order issued by a court of competent jurisdiction whether temporary, or permanent, which has been served on the person or which has received sufficient notice that the protection order has been issued. Under this circumstance, the officer may arrest without a warrant, although he or she did not personally see the protection order. Knowledge of the officer to the existence of, or content of or both or presentation to the officer by the complainant of a protection order shall constitute prima facie evidence of the validity of the order. (Ala. Code 30-5-4).
- i. Boaz Police Department Employees
1. If a member of the Boaz Police Department is suspected of domestic violence, the Chief of Police or his designee will be notified and if probable cause exists to make an arrest, the Chief or his designee will make the arrest.
 2. The employee will be placed on administrative leave and any departmental weapons will be turned over to the Chief of Police or his designee until final disposition of the case in court and/or departmental review.

3. If an employee is found guilty or pleads guilty in a court proceeding or if departmental review finds there was a crime of domestic violence committed by an employee of the Boaz Police Department that employee shall be discharged from employment of the Boaz Police Dept.

In-car video and body camera policy

1. Purpose:
 - a. In-Car and Body Cameras are an effective law enforcement tool that can reduce violent confrontations and complaints against officers. They also provide additional documentation of police-related encounters and are an important tool for collecting evidence and maintaining public trust.
 - b. This policy is intended to provide officers with instructions on when and how to use department issued cameras.
 - c. The Boaz Police Department has adopted the use of in-car video and body-cam video to accomplish the following:
 1. Video Camera use allows for accurate documentation of police contacts with the public; including arrests, interviews, witness and offender statements and other incidents. They also serve to support the accuracy of officer reports and testimony.
 2. Video recordings are useful in documenting crime and accident scenes or other events that include the confiscation and documentation of evidence or contraband.
2. Overview:
 - a. Cameras should be utilized to:
 1. Collect evidence
 2. Record contacts with the public or other persons
 3. Allow for supervisory review to ensure departmental policies and procedures are being followed and also for training.
 - b. In-car video and body cam video, pictures and audio or anything else produced by the equipment is the property of the Boaz Police Department. The personal use of any information recorded by the cameras is prohibited and may only be approved in advance by the Chief of Police.
3. Procedures:
 - a. Prior to in-car camera and body camera use, officers shall receive department approved training on its proper operation and care.
 - b. In the event that an officer's body camera is lost or not functioning properly, the officer is to immediately notify their supervisor for a replacement. The supervisor is to turn the camera in to the Assistant Chief of Police or his designee for repair.
 - c. Officers assigned body cameras may use the camera at approved off-duty employment, but only in connection of their departmental duties.
4. Operations:
 - a. All in-car video cameras that have the capability, shall be equipped to begin recording when the officer activates the emergency lights. All other in-car cameras should be activated manually before initiating a traffic stop.

- b. At the beginning of each shift, officers will check to ensure the body camera is fully charged.
- c. Officers shall activate body-cameras to record all contacts with citizens in the performance of official police related duties. They are not to be used to record private conversations.
- d. Cameras are not to be used in violation of this S.O.P. or the City of Boaz Employee Handbook.
- e. Recordings are required using in-car cameras on the following situations:
 - 1. All traffic stops and interviews.
 - 2. All domestic disputes.
 - 3. All calls involving distraught, mentally ill, angry or annoying persons.
 - 4. High speed chases.
 - 5. All D.U.I. investigatory stops.
 - 6. All field encounters, field interviews or other contacts with the public that could lead to an arrest or incident report being filed.
- f. Recordings are required by all officer's present using body cameras on the following situations:
 - 1. All traffic stop interviews
 - 2. All domestic interviews
 - 3. All calls involving distraught, mental, angry or annoying persons.
 - 4. All field encounters, field interviews or other contacts with the public that could lead to an arrest or incident report being filed.
- g. In the event an officer fails to record an incident through mechanical, technical, human error, or circumstantially influenced, the officer will immediately notify his supervisor and the circumstances causing the problem. The officer will complete a written report stating the reason and forward to his supervisor who shall then forward it to the Assistant Chief of Police.
- h. Deactivation of in-car video and body cameras shall occur when:
 - a. The event has concluded,
 - b. Victim and/or witness contact has concluded,
 - c. All persons stopped have been released,
 - d. Once an arrestee has been released into jail custody or other custody.
- i. If an officer fails to fully record and entire incident, the officer shall notify his supervisor and document the incident and forward to the Assistant Chief.
- j. Non-departmental personnel shall not be allowed to review the recordings unless written permission is received by the Chief of Police. If a valid subpoena for the same is received in connection with a police incident, the subpoena should immediately be forwarded to the supervisor on shift, Chief of Police, and City Legal Department prior to the release of any footage, documents, or recordings.
- k. Officers shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner body camera images, data or information without prior written approval of the Chief of Police or his designee.
- l. Video cameras shall not be used to record either video or audio of:
 - 1. Communications with other police personnel.
 - 2. In any location where individuals have a reasonable expectation of privacy, such as a restroom, locker room, or break room, etc.

3. Any private meetings, including those for employee interviews or with City officials except those that may be used for criminal investigation purposes.
5. Handling of digital multimedia evidence:
 - a. All files from in-car video recordings shall be forwarded by the officer, as needed or when memory storage is full to the evidence management officer.
 - b. All files from body cameras shall be downloaded by the evidence management officer. The officer shall forward his body camera as needed or when the memory storage is full. **The officer shall turn in their body camera for download by the evidence management officer no later than completion of their shift on Sunday (dayshift) or Monday (nightshift) of their long work week.**
 - c. Officers should immediately turn in in-car video and/or body cam video to be downloaded when use of force options have been used on a person or suspect, or upon request by the Chief of Police, Assistant Chief of Police or the officer's supervisor.
 - d. Recordings from video cameras may be shown for training purposes upon completion of a criminal case, or may be shown to news media but only upon written approval from the Chief of Police or Assistant Chief of Police.
6. Retention and destruction of digital multimedia evidence:
 - a. Downloaded video shall be kept for a minimum of six months, unless it involves a criminal case or needed for other reasons.

Outside Employment Policy

1. Definition: Any employment by an employer, other than the City of Boaz, for which an employee of the Boaz Police Department receives payment. Due to the large number of requests for employees to work in outside employment, it is necessary to establish guidelines for such employment. This policy applies to all employees, sworn and civilians, of the Boaz Police Department.
2. Categories of outside employment:
 - a. Part-time employment: Does not require the use of law enforcement powers. An employee who owns or operates any private business, works on commission, or receives compensation in any form from any person, firm or corporation other than the department for the performance of non-police services is considered to be engaged in part-time employment. Examples include photography, property management, direct marketing, retail sales and other commercial pursuits.
 - b. Regular off-duty: Is conditioned on the actual or potential use of law enforcement powers for an employer other than the Boaz Police Department for a continuous period of 30 days or more. Examples include working crowd control at amusement events or providing security at apartment complexes, malls and shopping centers, financial institutions, schools, hospitals, etc.

- c. Temporary off-duty: Is conditioned on the actual or potential use of law enforcement powers for an employer other than the Boaz Police Department for a period of less than 30 days. Examples include providing security at exhibitions, festivals, parades, construction projects, special merchandise sales, sporting events, and other similar events of short duration.
3. Final approval for any outside work request will rest with the Chief of Police or a staff officer he so designates. Employees requesting outside employment should be aware that certain policy restrictions apply. These restrictions not only protect the department, but also help prevent conflicts of interest between an employee's professional status as an impartial public servant and those jobs which could tarnish his/her image or prejudice his/her impartiality. These restrictions also ensure that officers remain both physically and mentally capable of performing all functions required of their primary employer—The Boaz Police Department.
- a. Employees will not be approved to accept employment that would constitute a threat to the status of dignity of law enforcement as a professional occupation. Examples include employment at establishments that promote pornography or obscenity, as defined by applicable statutes; where the principal business is engaged in the illegal sale, manufacture, transport or dispensing alcoholic beverages; where an owner previously has been convicted of a felony or crime of moral turpitude; or where obvious potential for illegal activity exists.
 - b. Outside employment will not be approved for employment requests that pose a conflict of interest. Examples include employment that would require an officer to: work as a process server, repossession, or debt collector, conduct personnel investigations for the private sector, conduct tasks in uniform that are not of a law enforcement nature, assist others in preparing criminal or civil cases or act as an independent contractor of police services. Outside employment **cannot** conflict with official on-duty hours. Members should not use leave or vacation time to perform off duty employment.
 - c. Probationary employees are forbidden from performing outside employment without prior approval from the Chief of Police.
 - d. Employees on probation as a result of disciplinary action are forbidden from performing outside employment for a period to be determined by the Chief of Police or his designee.
 - e. Employees absent from duty because of illness are automatically suspended from performing outside employment on the day of the illness and the following day.
 - f. Employees working part-time or regular off-duty jobs are required to include the approximate duration of the job in the initial request for approval. Employees must update their outside employment status in writing each calendar year between Jan. 1 and 15th to the Chief of Police or his designee. Any material changes of business or employment functions will be reported to the Chief of Police or his designee

within 10 days of the institution of the change by filing a new request.

- g. Officers or employees are strictly forbidden to solicit part-time business by using the police badge or the “Color of Office” to promote such ventures or to assume the role of an independent contractor for off-duty police officer services.
- h. Employees may not begin working outside the department prior to final approval by the Chief of Police or his designee.
- i. Employees injured while working outside employment are not protected by the department’s workers’ compensation coverage.

4. Maximum hours

- a. To ensure that officers or employees remain physically and mentally alert while on duty, the department sets a ceiling for the maximum number of hours an officer or employee may work outside the agency as follows:
 1. An officer or employee is restricted from working at outside employment more than 24 hours per week.
 2. Officers and employees will not work more than 16 hours in one (1) day, including duty hours.

5. Uniforms

- a. Officers performing law enforcement related services as a condition of outside employment generally will be required to wear the department’s uniform. The Chief of Police or his designee reserves the privilege to circumvent this stipulation when necessary.

6. Compensation

- a. No rate of pay is set for part-time or regular off-duty employment. The local consumer market will determine the rate of pay for a part-time job.

7. Approval procedure

- a. Request for approval must contain the following information:
 1. Officer’s name and identification number
 2. Date of Request
 3. Location of employment or event
 4. Telephone number of employer or business
 5. Description of duty requirements
 6. Clothing to be worn (uniform or plain clothes)
 7. Name of person in charge
 8. Date (s) and Time (s) of employment.
 9. Category of employment
 10. Current duty assignment, shift and signature of employee requesting outside employment.
 11. List of equipment required if using department equipment.
- b. All request for part-time employment and regular off-duty employment will be submitted to the Chief of Police or his designee. A copy of such requests will be maintained by the Chief of Police or his designee and the original will then be forwarded to the City of Boaz Personnel

Director.

- c. Under no circumstance will the Boaz Police Department assume responsibility for guaranteeing coverage of off-duty employment request with the exception of the City's sponsored events.
8. Use of municipal equipment
 - a. Unless otherwise specifically authorized, the use of equipment owned by the City of Boaz is prohibited in any outside employment, except a sworn police officer may while in uniform wear the city owned utility belt, pistol, and holster in order to complete his or her uniform including a ballistic vest.
 - b. The use of municipal equipment owned, issued or conditional to employment is strictly prohibited in any business, physical location or other capacity, not within the city limits of Boaz.
 9. Off-duty location approval
 - a. Any time the need for off-duty police security is needed, the business or person making the request must submit it to the Chief of Police or his designee. The Boaz Police Department memorandum of understanding for off duty security must be signed and agreed to by the business or their agent.

RESOLUTION 99-775

WHEREAS, the City Council for the City of Boaz, Alabama, realizes that police officers often receive offers for outside or off-duty employment, and

WHEREAS, the City Council for the City of Boaz, Alabama, realizes that in addition to the financial benefits the police officer receives from accepting outside or off-duty employment, a private employer also receives benefits by having trained and/or uniformed police officers visible in his or her business.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Boaz that the Outside Employment Policy of the Boaz Police Department, a copy of which is attached hereto as Exhibit "A," is hereby approved and that police officers of the City of Boaz may accept off-duty employment subject to the restrictions and guidelines set out in the off-duty employment policy. Those police officers seeking to accept outside employment must file with the Chief of Police a request for approval of outside employment. This request shall include the location and nature of the outside employment, the date and hours to be worked, the name of the outside employer, the duties of the outside employment, whether the job is a one-time event or is continuous, whether or not the job is to be worked in uniform, a list of any public equipment that may be used during the job, and any other information required by the Chief of Police. The Chief of Police shall approve or disapprove of any outside employment in writing. The Chief of Police may place conditions not inconsistent with the off-duty employment policy upon the acceptance of any outside employment. Public equipment may be used only as approved by the Chief of Police if not set forth in the off-duty employment policy.

ADOPTED AND APPROVED THIS THE 23RD DAY OF AUGUST, 1999.

Charles W. Smith
Charles W. Smith
Mayor

ATTEST:

Earlene P. Taylor
Earlene P. Taylor, Ph.D.
City Clerk/Treasurer

Body armor policy

1. Safety Vests:

- a. The Boaz Police Department shall provide all sworn members and corrections officers with a ballistic vest. The department will also provide officers with guidelines for the proper use and care of body armor.

2. Policy:

- a. It shall be the policy of the Boaz Police Department to maximize officer safety through the use of body armor in combination with prescribed safety procedures. While body armor does provide a significant level of protection, it is not a substitute for the observance of safety procedures.

3. Definitions:

- a. Field activities: Duty assignments and/or tasks that place or could reasonably place officers in situations where they would be required to act in enforcement rather than administrative or support capacities.

4. Procedures:

- a. Issuance of body armor
 1. All patrol officers and corrections officers shall be issued agency approved body armor.
 2. Body armor that is worn or damaged shall be replaced or repaired by the department. Body armor that must be replaced because of misuse or abuse by the officer shall be paid for by the officer.
- b. Use of body armor
 1. Officers shall wear only agency approved body armor.
 2. Officers that are assigned to the patrol division are required to wear body armor during their shift, while engaged in field activities. In addition, **ALL OFFICERS**, must wear body armor during high risk, tactical situations. Examples of high-risk situations include, but are not limited to: search warrant executions, drug raids, initial crime scene response, and serving warrants.
 3. Officers working police-related secondary employment positions arranged through the police department shall also wear body armor.
 4. Although it is highly recommended that all officers wear body armor during their tour of duty and off duty police related functions, the following exceptions apply but require immediate access to the body armor:
 - a. Investigations
 - b. Administration
 - c. Officers working traffic control situations where the primary responsibility is directing traffic.

- d. Officers working undercover operations.
- e. When a physician determines an officer has a medical condition that would preclude wearing body armor.
- f. When the department determines that circumstances make it inappropriate to mandate wearing body armor.
- c. Inspection of body armor
 - 1. Each officer is responsible for the care and maintenance of their assigned body armor. Signs of damage or wear should be reported to their immediate supervisor who shall then report damage to the Assistant Chief of Police for repair or replacement. Officers are also responsible for notifying their supervisor of upcoming vest expirations so the vest can be replaced.
- d. Care of body armor
 - 1. Officers are responsible for the storage and cleaning of their assigned body armor. The inner ballistic panels should be periodically inspected and cleaned according to manufacturer's instructions.

CHIEF OF POLICE

JAN 26, 2015

DATE OF ISSUE

JAN 26, 2015

DATE EFFECTIVE

Vehicle Operations/Maintenance Policy

1. Purpose:

- a. To establish guidelines and procedures for all government owned vehicles operated by members of the Boaz Police Department
 1. Preventive maintenance: Each officer shall be required to complete a vehicle inspection at the beginning of each shift and notify their shift supervisor of problems
 2. Damage to any vehicle shall be reported to the shift supervisor.
 3. Every employee that is assigned a City owned vehicle shall be responsible for its upkeep and maintenance.
 4. Employees who are allowed a take-home vehicle shall be responsible for carrying the vehicle to have routine maintenance completed.

2. Authorized use of city owned vehicles:

- a. Only an employee of the Boaz Police Department will be allowed to operate city owned vehicles and for official police business only.
- b. Employee must possess a valid driver's license at all times when operating city vehicles.
- c. Unauthorized persons: No personnel other than department employees will be allowed to occupy a vehicle except when such occupancy is necessary to accomplish a police purpose, such as an arrest, or job-related transports, unless authorized by the Chief of Police or Assistant Chief of Police.

3. Routine patrol

- a. During routine patrol, an officer's responsibility to exercise due care is no different from that of every other citizen. Good driving habits and courtesy toward other drivers and pedestrians should be practiced at all times.
- b. Patrol or defensive driving: Ordinary driving from one point to another. Officers will not exceed the speed limit with the emphasis on driving slow enough to observe and to drive safely to help prevent any type of accident.
- c. When parked and unoccupied at the Police Department and on meal breaks the patrol vehicle should be turned off with the exception of freezing temps and K9 units.

4. Safety Rules

- a. When a call is received by an officer indicating an emergency exists, his primary duty is to arrive safely.
- b. When operating as an emergency vehicle, an officer must have his vehicle under control and be prepared to yield right of way

- if necessary.
- c. Seatbelts shall be fastened when operating a law enforcement vehicle and shall be worn by all occupants.
 - d. Avoid driving up closely behind a vehicle and sounding the siren. The motorist may suddenly stop.
 - e. Do not pass to the right of a vehicle in traffic unless absolutely necessary.
 - f. An officer may fluctuate the sound of the siren so the emergency vehicle may be heard.
 - g. Always maintain adequate radio volume.
 - h. Realizing that most accidents involving emergency vehicles occur at intersections, officers should use extreme caution when approaching an intersection.
 - 1. The officer should not assume the other driver will yield right-of-way.
 - 2. Slow to normal speed when approaching and crossing an intersection and be capable of coming to a complete stop to ensure all traffic has stopped.
 - i. Common courtesy and concern for other motorists dictate that a police vehicle must use the extreme right lane when traveling at a speed slower than the normal flow of traffic.
 - j. Officers must signal their intention to turn, change traffic lanes, slow down, or stop.
 - k. When practical, avoid backing vehicles. Park in locations that are easily accessible by pulling forward.

Pursuit/emergency driving policy

1. Policy: The primary concern of the Boaz Police Department in emergency or pursuit driving situations is the protection of the lives and safety of all civilians and officers, which include arrival at the scene of an emergency in a prompt manner to render assistance and the apprehension of an actual or suspected violator of the law.

Driving under pursuit or emergency conditions **does not** relieve the officer from the duty to drive with due regard for the safety of all persons, nor shall the law or these provisions protect the officer from the consequences of his or her reckless disregard for the safety of others. Section 32-5A-7 (S), Code of Alabama, 1975.

2. Purpose: This order establishes procedures for the conduct of pursuits and emergency responses by officers of this department:
 - a. To reduce the frequency of accidents;
 - b. To reduce the severity of accidents that happen;
 - c. To reduce and eliminate the liability of these accidents for officers, the department, and the city; and
 - d. To help officers arrive on the scene of the emergency promptly.

The directives contained herein both pertaining to safety and policy are for the internal use only of the Boaz Police Department and do not enlarge an officer's civil or criminal liability in any way. They should not be constructed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of these directives, if proven, can only be used as a basis of a complaint by this department, and then only in a non-judicial administrative setting.

3. Definitions: For the purpose of this order, these definitions shall apply:
 - a. Emergency response/operation: Emergency driving is defined as the operation of an authorized emergency vehicle by an officer of the Boaz Police Department in response to an emergency situation, including pursuit driving in such a manner as to be entitled to the exemptions privileges and rights-of-way as stated in Section 32-5A-7 and 32-5A-115, Code of Alabama, 1975.
 - b. Authorized emergency vehicle: A vehicle owned, leased or in the care, custody or control of the police department for the purposes of official use which is equipped with:
 1. A siren, bell, ululating, multi-tone horn or other electronic siren type device approved by the director of public safety, pursuant to the specifications of Ala. Code 32-5-213.

2. A lighted lamp exhibiting a colored light, (red or blue) visible under normal atmospheric conditions from a distance of 500 feet to the front of such vehicle. The specifications for such a light is designated in Section 32-5A-112 Code of Alabama, 1975.
 - c. Emergency situation: A set of facts or circumstances under which an officer has reason to believe that there exists a situation involving the infliction or threatened infliction of harm to another or the commission or threatened suspected violator of the law necessitating a pursuit or emergency response.
 - d. Vehicle pursuit: An active attempt by an officer in an authorized emergency vehicle to apprehend a fleeing suspect who is actively attempting to elude the police where the officer is utilizing his lights and siren.
 - e. Commanding officer: The highest-ranking officer available on duty.
 - f. Field supervisor: Any supervisor in the field through whom commands can be directed.
4. Generally: A police officer may operate an authorized emergency vehicle in an emergency situation with the following privileges, exemptions, duties:
- a. Privileges/Exemptions: The driver of an authorized emergency vehicle when responding to an emergency or when in pursuit of an actual or suspected violator of the law may:
 1. Park or stand irrespective of the provisions of title 32, Code of Alabama, 1975.
 2. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.
 3. Exceed the maximum speed limit so long as the officer does not endanger life or property.
 4. Disregard regulations governing direction of movement or turning in specific directions, see section 32-5A-115 (A).
 - b. Duties: The privileges or exemptions of emergency or pursuit vehicle operation do not relieve the officer of the following responsibilities and duties, as listed in 32-5A-7, Code of Alabama, 1975:
 1. Slowing down as may be necessary for safe operation when proceeding past a red or stop signal or stop sign
 2. To not endanger life or property when exceeding maximum speed limits
 3. To drive with due regard for the safety of all persons
 4. To not operate the vehicle in reckless disregard for the safety of others
 5. To not arbitrarily exercise the privileges of right of way.
 - c. Considerations: Before initiating pursuit or emergency response, officers should consider, among other things the following factors:
 1. Whether an “emergency” exists

2. Time of day
3. Traffic, weather, and road conditions
4. The performance capabilities of the police vehicle
5. The seriousness of the violation
6. The risks involved in initiating the pursuit of emergency response
7. Route of pursuit or emergency response

NOTE: If initiating or continuing a pursuit or emergency response is more dangerous to the public than not apprehending the suspect(s) or an emergency response not being made, the officer(s) shall not pursue or respond in emergency mode.

5. When to pursue:

Officers should never pursue just because another officer is doing so.

The decision to pursue or not to pursue is a difficult one for the law enforcement officer. He or she must refrain from over reacting and take the required few seconds that are necessary to make a rational and safe decision. Some of the factors which must be taken into consideration in the decision to pursue are:

a. Nature and Seriousness of the Offense:

1. No traffic violations or misdemeanor offenses with the exception of what is described in #2 below should be pursued.
2. Hazardous violations which present a continuing danger to others on the road require an immediate and sometimes aggressive pursuit. Driving under the influence of alcohol or drugs, reckless driving, or driving at excessive speeds are examples of hazardous violations. Even though the officer is pursuing a hazardous violator he/she is neither relieved of duty to drive with due regard for the safety of all persons nor protected from the consequences of any reckless disregard for their safety.
3. At any time an officer of higher rank can assume command of an operation, or countermand an order of a subordinate. Before doing so, he or she should consider the expertise of the subordinate and the fact that the subordinate may possess facts unknown to him or her. If an officer of higher rank decides to assume command of an operation, or countermand an order of a subordinate, he or she also assumes the responsibility for the consequences of that decision as the new unit commander. For purposes of this order, if a field supervisor orders the termination of a pursuit or emergency response, this is to be taken as a strong recommendation to the unit commander and unless countermanded, the pursuit will be terminated.

6. Procedures for pursuit driving:

- a. Unit responsibilities: The first unit to become involved in a vehicular pursuit will be designated the primary pursuit vehicle and will have the following responsibilities:
 1. The officer will activate the emergency vehicle's lights and siren
 2. The officer will notify the dispatcher that a pursuit is under way

3. The officer will give unit number
 4. The officer will give the location, direction of travel, and estimated speed of the suspect vehicle
 5. The officer will give specific reason for the pursuit, including known violations
 6. The officer will give the description of the vehicle being pursued
 7. The officer will give information pertaining to the number of occupants and their description
 8. The officer should broadcast special information such as hazards to other officers, traffic conditions, etc.
 9. The officers involved in a pursuit will take necessary steps to allow the dispatcher to understand the officer's transmission
 10. The initiating or primary unit shall be in field command of the pursuit and shall bear operational responsibility for the pursuit until relieved by a supervisor
 11. The authority of the primary unit pertains to the immediate field operation and is, at all times, subordinate to the command of the field supervisor and commanding officer
 12. The primary unit may maintain pursuit as long as it is reasonably safe to do so, or until directed to terminate the pursuit by a supervisor; or until the suspect is stopped
 13. The primary unit may terminate the pursuit at any time the officer deems it appropriate.
7. Prohibited Practices
- a. Discharging a firearm from or at a moving vehicle is prohibited, unless the occupants of the vehicle are using deadly force against the officer or another person and there is no alternative means of protecting life.
 - b. An officer will not pursue violators the wrong way on a freeway, interstate, highway or entrance/exit ramp.
 - c. To avoid being arrested, some motorists will take unnecessary risks. Regardless of the extenuating circumstances, **the pursuing officer shall not duplicate these hazards.** Because of the many handicaps that might be encountered, the pursuit officer must recognize and accept the fact he will not be able to apprehend every suspect.
 - d. An officer will not attempt to force the pursued vehicle from the roadway by driving alongside or in front of the pursued vehicle.
 - e. An officer will not bump or ram or ram a pursued vehicle.
 - f. Except for the primary and secondary vehicles directly involved in the pursuit, no other vehicles shall join the pursuit, without supervisory approval.
 - g. There will be no attempt to pass the primary pursuit unit unless the passing officer receives specific permission from the primary pursuit officer or the supervisor.
 - h. An officer will avoid intersecting the path of an on-coming high-speed vehicle.

- i. An officer will not pursue a motorcycle unless it has committed a class A felony.

There is always the potential that there would be extenuating circumstances that may require a review of violated prohibited practices mentioned in section 7. (a-i).

- 8. Back up unit responsibilities:
 - a. The backup unit, upon joining the pursuit, will notify communications of its identity.
 - b. Backup unit will operate both emergency lights and siren.
 - c. If the primary unit is a one-man unit, the backup unit will assume radio communication.
 - d. Backup unit should follow pursuit at a safe distance, but close enough to render assistance, when and if needed.
 - e. If a support vehicle inadvertently intercepts the suspect vehicle, the support vehicle will not attempt to intervene. The officer in the support vehicle will attempt to obtain the suspect vehicles license number, if not already known, and observe the suspect for identification purposes.
- 9. Motor units and unmarked units:
 - a. Unmarked units may become involved in a pursuit as a primary unit only when they initiate a pursuit.
 - b. Unmarked units will turn the pursuit over to a marked unit as soon as possible and serve as a support unit.
- 10. Dispatch responsibilities:
 - a. Record all incoming information on the pursuit and the vehicle being pursued.
 - b. Clear radio channel of unnecessary traffic.
 - c. Perform relevant record and motor vehicle checks.
 - d. Control all radio communications during the pursuit.
 - e. Coordinate assistance with other agencies under the direction of the commanding officer.
 - f. Notify neighboring jurisdictions when the pursuit approaches their boundaries.
- 11. Supervisor responsibilities:
 - a. Commanding officer of pursuing unit:
 - 1. The commanding officer of the unit initiating the pursuit shall assume overall command and indirect control through a field supervisor.
 - 2. Upon being notified of the pursuit, the commanding officer of the pursuing unit shall verify the following:
 - a. No more than the necessary units are involved in the pursuit and order others not necessary to abandon the pursuit.
 - b. Proper radio frequency is being utilized.
 - c. Affected local agencies are notified.
 - d. Review criteria for initiation and determine if the pursuit should be terminated based on available info.

3. The commanding officer will ensure that an overall analysis critique of each pursuit is completed to determine compliance with departmental policy and then forward to the Chief of Police.
 4. The Commanding officer will ensure that all supervisors and officers under their command receive appropriate training in policy and procedures relating to pursuits.
12. Interjurisdictional pursuits:
- a. If a single police vehicle from another jurisdiction continues a pursuit into, or initiates a pursuit within the City of Boaz, one Boaz unit and a supervisor may join the pursuit.
 - b. If two or more units from another jurisdiction are in pursuit, Boaz units will not join the pursuit unless directed by a supervisor.
 - c. If the pursuit terminates within the City Limits of Boaz, a unit will respond to assist that agency.
 - d. When Boaz units pursue outside the city limits, the dispatcher will notify the proper jurisdiction and relay all pertinent information.
 - e. When units from other jurisdictions join the pursuit, all Boaz units except the primary unit and a supervisor will cease the pursuit.
 - f. It will be the responsibility of the supervisor to determine if the pursuit should continue or cease upon leaving the City Limits.
13. Pursuit terminations:
- a. If in the opinion or judgment of the pursuing officer or a supervisor that initiating or continuing the pursuit is more dangerous to the public than the suspect remaining at large, the pursuit shall be terminated.
 - b. If the identity of the suspect(s) has been established or determined such that apprehension can be accomplished later and that there is no need for immediate apprehension.
 - c. Traffic, roadway, and environmental conditions indicate danger if the pursuit continued.
 - d. The termination of a pursuit does not prohibit the following of a suspect vehicle at a safe speed or remaining in an area to attempt to identify a suspect.
 - e. Any unit involved in the pursuit may discontinue their participation in the pursuit at any time they feel that continued participation creates an unwanted hazard.
14. Roadblocks/Tire Deflating Devices
- a. Tire Deflating Devices
 1. Any device that utilizes sharp objects or spikes that when a vehicle passes over will penetrate the tires and cause the tires to deflate at a controlled rate.
 - b. Deflating device operation
 1. Officers will receive training prior to use of deflating devices.
 2. Deflating devices will not be used in locations that could create an unreasonable risk or injury, such as near a river.

3. Deflating devices will not be used on motorcycles.
4. The rope should not be wound around the officer's hand during use.
5. If possible, strategic locations of placement should be discussed beforehand for the protection of all officers and others involved.
6. The placement of deflation devices shall be announced over department frequency and the location can be declined by a shift supervisor.
7. The officer deploying deflating devices shall use any available safety barrier such as guardrails, etc. to protect themselves in accordance with training and operational procedures.
8. If deployment is on a two-way road, oncoming traffic must be stopped at a safe distance from the site.
9. As the pursued vehicle approaches:
 - a. Pull or push the deflation device onto the roadway into appropriate path.
 - b. Let go of the rope.
 - c. Seek a safe position.
10. After the pursued vehicle passes over the deflating device:
 - a. Immediately remove the deflating device from the roadway.
 - b. Notify the pursuing vehicle if the suspect vehicle passed over the deflating device.
11. If deflation device was damaged, it will be turned over to the shift supervisor for replacement.

Use of force policy

1. Purpose:
 - a. The purpose of this policy is to provide officers with guidelines on the use of deadly force and non-deadly force.
2. Policy:
 - a. This department recognizes and respects the value and special integrity of each human life. In vesting police officers with the lawful authority to use force to protect the public welfare, a certain balancing of all human interests is required. Therefore, it is the policy of the Boaz Police Department, that police officers shall use only that force that is reasonably necessary to effectively bring an incident under control, while protecting the lives of the officer or another.
3. Definitions:
 - a. Deadly force: Any force that is likely to cause death or serious bodily harm.
 - b. Non-deadly force-Any use of force other than that which is considered deadly force.
4. Procedures:

- a. Parameters for use of deadly force:
 - 1. Police Officers are authorized to fire their weapons in order to:
 - a. Protect the police officer or others from what is believed to be an immediate threat of death or serious bodily harm.
 - b. Officers **shall not** use deadly force to stop a fleeing felon **unless** the following dangers exist:
 - 1. His escape would cause a significant threat to human life if escape should occur
 - b. Before using a firearm, police officers shall identify themselves and state their intent to shoot, where feasible.
 - c. A police officer may also discharge a weapon under the following circumstances:
 - 1. During range practice or competitive events.
 - 2. To destroy an animal that represents a threat to public safety, or as a humanitarian measure where the animal is seriously injured.
 - d. Police officers shall adhere to the following restrictions when their weapon is exhibited:
 - 1. Except for the maintenance or during training, police officers shall not draw or exhibit their firearms unless circumstances create reasonable cause to believe that it may be necessary to use the weapon in conformance to this policy.
- b. Parameters for use of non-deadly use of force:
 - 1. Where deadly force is not authorized, employees should assess the incident in order to determine which non-deadly technique or weapon will be best to de-escalate the incident and bring it under control in a safe manner.
 - 2. Employees are authorized to use department approved non-deadly force techniques and approved equipment and weapons for resolution of incidents, as follows:
 - a. To protect themselves or another from physical harm;
 - b. To restrain or subdue a resistant individual; or
 - c. To bring an unlawful situation safely and effectively under control.
- c. Training and qualifications:
 - 1. Deadly weapons:
 - a. While on duty, police officers shall carry only weapons and ammunition authorized by and registered with the department.
 - b. Authorized weapons are those which the police officer has qualified and received departmental training on proper and safe usage and that are registered

- and comply with departmental specifications.
- c. The police department shall schedule regular training qualification sessions for duty, and be graded on a pass/fail basis.
 - d. Police officers who fail to receive a passing score with their duty weapon(s) in accordance with departmental and state procedures shall be relieved of their police powers and immediately be reassigned to non-enforcement duties.
 - e. The officer will be given 3 additional opportunities to receive a passing score. If he or she does not pass after 3 additional opportunities, he or she shall be reassigned to non-enforcement duties only if there is a position available and, if not, the employee may be terminated.
 - f. A police officer will not be able to carry any weapon which he/she has not been able to qualify with or certified with during the most recent qualification period.
 - g. A police officer who has taken extended leave and who who has missed qualification sessions will be required to requalify, receiving a passing score before being allowed to return to work.
 - h. A police officer who has suffered an illness or injury that could affect his/her use of a firearm will be required to requalify receiving a passing score before being allowed to return to work.
2. Non-deadly weapons and methods:
 - a. A police officer or employee is not permitted to use a non-deadly weapon unless qualified in its proficient use determined by training procedures.
 - b. The following non-deadly weapons are authorized:
 1. Oleoresin Capsicum (O.C.) Aerosol Spray.
 2. Impact Weapons (i.e., ppct, asp)
 3. X-26P Taser and/or the latest Taser CEW
 4. Pepperball launcher
 4. Reporting uses of force:
 - a. Any time use of force is used, a **Use of Force-After Action Report** shall be filled out and forwarded to the Assistant Chief of Police.
 - b. A written report prepared according to departmental procedures will be required in the following situations:
 1. When a firearm is discharged outside the firing range.
 2. When use of force results in death or injury.
 3. When a non-lethal weapon is used on a person.
 4. When a subject complains that an injury has been inflicted.

- c. A supervisor will be immediately summoned to the scene and will comply with investigative procedures as required in the following situations:
 - 1. When a firearm is discharged outside of the firing range.
 - 2. When a use of force results in death or serious injury.
 - 3. When a person complains that an injury has been inflicted.
5. Departmental Response:
- a. Deadly force incident:
 - 1. Where a police officer's use of force causes death, the officer shall be placed on administrative leave after completing all internal investigative requirements and until it is determined by a mental health professional that the officer is ready to return to duty.
 - 2. The department shall conduct an administrative investigation and have an outside agency conduct a criminal investigation of the incident.
 - b. Administrative review of critical incidents:
 - 1. All reported uses of force except for discharging a firearm will be reviewed by the appropriate personnel that shall include the Assistant Chief of Police, a captain/or a designee from the Assistant Chief, and an instructor of the weapon used to determine if the following occurred:
 - a. Departmental rules, policy or procedures were violated.
 - b. The relevant policy was clearly understandable and effective to cover the situation.
 - c. Departmental training is currently adequate.
 - 2. All findings of policy violations or training inadequacies shall be reported to the appropriate unit for resolution and/or discipline.
 - 3. All use of force incident reports shall be retained as required by law.
 - 4. There will be a regular review of use of force incidents by the appropriate departmental authority to ascertain training and policy needs.
6. Use of force continuum:
- a. The Use of force continuum is provided as a part of this policy to illustrate the various levels of force which an officer may handle a given situation and to reinforce the importance of approaching each situation on the lowest level possible.
 - 1. Physical presence: No force is used
 - 2. Verbalization
 - a. Officers issue calm, nonthreatening commands.
 - b. Officers may raise their voice issuing commands.

3. Empty hand control: Officers use bodily force to gain control of the situation
 - a. Soft technique: Officer uses grabs or holds to restrain an individual.
 - b. Chokeholds and Carotid Restraint holds are NOT approved empty hand control techniques and should not be utilized in non-deadly use of force encounters.
 - c. Hard technique: Officer uses punches and/or kicks to restrain an individual.
4. Less than lethal methods
 1. O.C. spray
 2. X26P Taser and/or latest Taser CEW
 3. PPCT, blunt impact baton, ASP or other contact weapons or projectile to immobilize a combative person.
5. Lethal force

7. Warning:

- a. This policy is for departmental use only and does not apply in any civil or criminal proceeding. The department policy should not be construed as a creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. This policy is not intended to give rise to per se negligence or other rule-based standards of heightened responsibility. Violations of this policy will only form the basis for departmental administrative sanctions.

O.C. spray-circumstance of use policy

1. Purpose: The purpose of this policy is to establish guidelines for the use of Oleoresin Capsicum (O.C.) aerosol restraint spray.
2. Policy: The Boaz Police Department issues O.C. aerosol spray to provide officers with additional use-of-force options for gaining compliance of resistant or aggressive individuals in arrest and other enforcement situations. It is the policy of the Boaz Police Department that officers use O.C. when warranted, but only in accordance with the guidelines and procedures set forth here, in this agency's use-of-force policy and O.C. training
3. Procedures:
 - a. Authorization
 1. Only officers who have completed instruction on the use of O.C. are authorized to carry O.C. spray.
 2. Officers whose normal duties/assignments may require them to make arrests or supervise arrestees will have the option to carry departmentally authorized and issued

O.C. spray while on duty.

b. Usage Criteria

1. O.C. spray is considered a use of force and shall be employed in a manner consistent with this agency's use-of-force policy. O.C. is a force option following verbal compliance tactics on the use-of-force continuum
2. O.C. may be used when:
 - a. Verbal dialogue has failed to bring about the subject's compliance, **and**
 - b. The subject has signaled his intention to actively resist the officer's efforts to make the arrest.
3. Whenever practical and reasonable, officers should issue a verbal warning prior to using O.C. against a suspect.
4. An officer may use deadly force to protect himself from the use or threatened use of O.C. when the officer reasonably believes that deadly force will be used against them should they become incapacitated.
5. Once a suspect is incapacitated or restrained, use of O.C. is no longer justified.

c. Usage procedures

1. Whenever possible, officers should be upwind from the suspect before using O.C. and should avoid entering into the spray area.
2. An officer should maintain a safe distance of at least 2 to 10 feet, if possible from the suspect.
3. A single burst spray of between one and three seconds should be directed at the suspect's eyes, nose and mouth. Additional burst(s) may be used if the initial or subsequent bursts are not effective.
4. Use of O.C. should be avoided, if possible, under conditions where it may affect innocent bystanders.

d. Effects of O.C. and officer response

1. Within several seconds of being sprayed by O.C., a suspect will normally display symptoms of temporary blindness, have difficulty breathing, burning sensation in the throat, nausea, lung pain and/or impaired thought process.
2. The effects of O.C. vary among individuals, therefore, all suspects shall be handcuffed as soon as possible after being sprayed. Officers should also be prepared to employ other means to control the suspect; to include if necessary, other force options consistent with agency policy, if the suspect does not respond sufficiently to the spray and cannot otherwise be subdued.
3. Immediately after spraying a suspect, officers shall be

alert to any indications that the individual needs medical care. This includes, but is not limited to, breathing difficulties, gagging, profuse sweating and loss of consciousness. Upon observing these or other medical problems, or if the suspect requests medical assistance, the officer shall immediately summon emergency medical aid.

4. Suspects that have been sprayed shall be monitored continuously for indications of medical problems and shall not be left alone while in police custody until the effects of the spray are gone.
5. Officers should provide assurance to suspects who have been sprayed that the effects are temporary and encourage them to relax.
6. Air will normally begin reducing the effects of O.C. spray within 15 minutes of exposure. However, once the suspect has been restrained, officers shall assist him or her by rinsing and drying the exposed area.
7. Assistance shall be offered to any individuals accidentally exposed to O.C. spray who feel the effects of the agent. All such incidents shall be reported as soon as possible to the officer's immediate supervisor and shall be detailed in an incident report.

e. Reporting procedures

1. Accidental discharges as well as intentional uses of O.C. spray against an individual in an enforcement capacity shall be reported to the officer's immediate supervisor as soon as possible.
2. A use-of-force report shall be completed following all discharges of O.C. spray except during testing, training, malfunction or accidental discharge.

f. Replacement

1. All O.C. spray devices shall be maintained in an operational and charged state by assigned personnel. Replacements for damaged, inoperable or empty devices are the responsibility of the officers to whom they are issued.
2. Replacements of O.C. spray canisters shall occur when the unit is less than half full or the product is about to or expired.
3. Yearly re-certifications and recommendations for O.C. use will be conducted by an O.C. instructor.
4. Officers should monitor their O.C. container for expiration dates. If O.C. spray is within a month of expiration, the officer should notify his supervisor or the member over equipment distribution.

Taser-circumstances of use policy

1. Purpose:
 1. This procedure sets forth the Boaz Police Departments policy regarding use of Tasers.
2. Only those employees who successfully completed the approved departmental user training course by a certified Taser instructor shall be allowed to carry and utilize a Taser.
 - a. Training requirements for the Taser shall be:
 - b. Initial certification and yearly recertification by a certified Taser instructor.
 - c. A certified Taser instructor will be required to attend Taser recertification by a Master Taser Instructor every (3) three years.
3. Tasers may only be carried by on-duty employees and in only department approved holsters.
4. Tasers may be used in the following situations:
 - a. Control a dangerous or violent person when the use of deadly force does not appear to be justified or necessary;
 - b. Attempts to subdue a subject by verbal commands have been or will likely be ineffective in that specific situation;
 - c. When the member has a reasonable expectation that it may be unsafe for officers to approach within contact distance of the subject;
 - d. For gaining compliance of a resistant or aggressive individual under arrest or other enforcement situations;
 - e. To subdue a prisoner who becomes physically violent while being confined in police vehicle or police facility; or
 - f. To subdue an aggressive animal when deadly force is not warranted.
5. Each Taser has a data port which records the date and time of each firing of the Taser. The stored data helps protect the officer against claims of excessive force by providing complete and accurate documentation of each firing.
 1. Only the departmental Taser Instructor, Chief of Police or his designee will be authorized to access stored data from the Taser.
6. Taser Procedures
 - a. Prior to use of the Taser, if practical, the deploying officer should yell “Taser” to prevent unintentional shootings from the Taser.
 - b. Only properly functioning and charged Tasers will be

- carried on duty.
- c. Any firing of the Taser, except in training, whether intentional or unintentional shall be documented and investigated. If the firing is at a suspect, a use of force form will be completed and forwarded to the Chief of Police. In addition, a Taser use form will be forwarded to the departmental Taser Instructor.
 - d. The Taser is programmed to deliver a 5 second electric shock to gain compliance. This 5 second shock may be shortened if compliance is gained by turning the Taser off.
 - e. The Taser has both fixed sights and laser sights. Fixed sights should be used as the primary aiming sight. Laser sights should be used as the secondary sight. Officers are to be aware as the distance to the subject increases, the distance between the probes also increases, approx. 1 foot for every seven feet the probes travel from the taser to the target.
 - f. Members should keep hands away from the front of the Taser at all times.
 - g. The Taser should not be fired in the following situations:
 1. Anywhere near flammable liquids or fumes. The Taser can ignite gasoline and other flammables. Some self-defense sprays are flammable and should not be used in conjunction with the Taser. **It shall be the policy of the Boaz Police Department, that the Taser will not be used on any subject, if the Member knows the subject has been exposed to a chemical spray.**
 2. In highly flammable crystal meth labs.
 3. At any subject who may receive a secondary injury resulting from its use, i.e. standing on a roof edge or high elevation or possibly falling into a body of water.
 4. Never aim the Taser at the eyes, face, neck or groin.
 5. The Taser shall not be used as a tool of coercion or punishment.
 6. The taser should not be discharged at or from a moving vehicle.
 7. The Taser shall be limited to only the minimum number of cycles needed to bring a suspect under control, and each cycle will be noted and individually justified by the officer within the use of force report and on the Taser use report.
 8. The Department shall require that the Taser be carried at

all times in a department approved holster on the opposite side of the service weapon. The Taser will be drawn from the holster using a cross draw technique.

9. Post-use procedures:

a. After securing the subject in handcuffs, the probes may be removed, provided that the probes are not imbedded in soft tissue such as the neck, face, groin or female breast. The officer removing the probes shall use personal protective equipment. The removing officer shall inspect the deployment area and the probes to ensure the probes were completely removed. Photographs of the deployment area shall be taken and submitted with use of force forms.

1. If the probes are imbedded in soft tissue, the probes shall only be removed by medical personnel or at a local hospital.
2. Following probe removal, it should be determined if the subject requires additional medical treatment for probe injuries or other Taser related injuries.
3. If the subject is transported to the local hospital, the arresting officer will have the treating physician sign a release stating the subject is suitable to return to jail.

10. The following persons shall be transported to a local medical facility for examination following exposure to the Taser device:

- a. Any time an officer believes additional medical treatment is necessary.
- b. Any time the subject has been struck in soft-tissue or sensitive areas of the body, including the face, neck, breasts or groin area.
- c. The officer was unable to remove the probes or remove all of the probe.
- d. The subject does not appear to be recovering properly following the Taser deployment.
- e. The subject has received more than (3) 5-second exposures to the Taser or (15) continuous seconds or more.
- f. The subject has exhibited signs of extreme uncontrolled agitation, erratic or frantic activity, screaming, disrobing in public, irrationality, aggressiveness or superior strength prior to the Taser exposure.

- g. The subject appears to be experiencing severe cocaine, methamphetamine, or other forms of serious drug or alcohol intoxication prior to the Taser exposure.
11. Upon removal, the probes shall be placed with the empty cartridge and secured as evidence. The outside of the bag shall be noted as biohazard.
 12. If the subject was Tased using a drive-stun method and not exposed to probes, the above procedures concerning medical treatment shall also apply.
 13. Officers responsibilities:
 - a. Officers:
 1. Any time the Taser is deployed, submit a use of force form and a Taser use form to the shift supervisor for approval.
 2. Turn used Taser over to a Taser Instructor for the purpose of downloading data from Taser.
 - b. Shift supervisor: Review each use of force form and Taser use form to ensure they are complete. Forward both forms to the Assistant Chief of Police.
 - c. Assistant Chief of Police: Review use of force forms, and periodically, according to department policy, along with the Chief of Police, and the Taser instructor review each Taser Involved Use of Force Form to ensure the Taser use was within department policy and justified.
 - d. Taser instructor:
 1. Download data from the discharged Taser unit and forward to the Assistant Chief of Police.
 2. Maintain a system to record possession of each Taser using the serial number.
 3. Maintain an adequate supply of batteries and cartridges; ensure no parts are expired.
 4. Provide annual recertification training for certified users.
 5. Provide Taser certifications as needed.
 6. Collect and retain all training records for each user along with the Taser Use Report
 7. Periodically, along with the Chief and Assistant Chief of Police review Taser use and ensure they were within the department policy and justified.

Firearms policy

1. Purpose: To establish policy for police officers with arrest powers, regarding what weapons are issued, when, where and how weapons will be carried.
2. Police officers shall carry their issued weapons on their person when on duty. Lawfully carrying weapons while off duty is recommended. The duty weapon for all sworn officers of the Boaz Police Department will be the department issued semi-automatic pistol. Tactical team members and other members may be issued special weapons approved by the Chief of Police.
3. Exceptions:
 - a. Officers may remove their duty weapons when required prior to entering court, legislative hearings, etc.
 - b. Officers assigned and working office duties are exempt from wearing their weapons at the office when approved by the Chief of Police.
 - c. Officers may also carry a back-up weapon that has been approved by the Chief of Police and which the officer has qualified with.
4. Procedure:
 - a. Any weapon carried while not in uniform, either on duty or off duty shall be carried in a reasonable, concealed manner and the a police badge should be clearly displayed.
 - b. Personnel may carry approved weapons inside the passenger compartment of their patrol car, whenever they are on duty. Unattended weapons will be locked in the trunk or in other approved locking containers.
 - c. Firearms will be removed from patrol vehicles before entering a repair facility.
 - d. Department weapons shall not be modified or repaired by any person except a factory-trained armorer, or a gunsmith designated by the Chief of Police.
5. Firearms qualifications: Officers shall not remove weapons while on the range unless directed to do so by the firearms instructor and then only on the firing line while weapons are pointed down range. Before each qualification and requalification, department and general firearms safety rules shall be read by the firearms instructor. At all times while on the firing range, the firearms instructor, regardless of rank, is in charge.
 - a. Purpose: To establish acceptable standards for firearms qualifications and competency.
 - b. Rule: In order to ensure that all arresting officers of this department achieve and maintain a reasonable degree of competence with their duty weapons, all sworn officers shall be required to pass the approved qualification courses semi-

annually.

These courses are:

1. Daytime semi-auto course
- c. The following firearms courses will be conducted on a yearly basis:
 1. Shotgun course
 2. Backup/second weapon/tactical weapon.
- d. The dim light/night course will be shot when a location is available.
- e. The following courses will be shot using A.P.O.S.T. approved courses:
 1. Duty weapon
 2. Shotgun
 3. Dim Light/night course using the duty weapon

The following courses will be shot using the City of Boaz approved course.

1. Backup/Secondary Weapons
2. Tactical Weapons and Rifles
- f. Failure to qualify
 1. All arresting officers will be given (3) three qualification attempts with their service weapons.
 2. If after the first qualification session, an officer has not qualified, he/she will be given (2) additional qualification attempts. The first session will be held within 30 days from the first qualification session. If the officer does not qualify on the second attempt, he/she will be given one final qualification attempt within the next 30 day period.
 3. Failure to qualify on the third attempt, shall make the officer subject to disciplinary action by the Chief of Police. It may also result in demotion to a non-weapon carrying position as described above, or in the dismissal of the officer from employment, in accordance with the City of Boaz Employee Handbook pertaining to dismissal.
- g. Special weapons/tactical weapons
 1. Only weapons approved by the Chief of Police shall be carried by an officer while he/she is on duty.
- h. Ammunition
 1. Officers of the Boaz Police Department shall carry only new factory ammunition as furnished by the department for duty purposes.
- i. Firearms security
 1. Officers shall not unholster, clean, repair or unload firearms at any place within the police department unless the officer is placing it in a lockbox or has been told to do so by a superior officer or a firearms

instructor, or for duty use. If a supervisor or firearms instructor is inspecting the weapon, both the officer and the supervisor or the firearms instructor will check to make sure that the weapon is clear/unloaded with no chambered bullets.

j. Weapon clearing procedure-(2) two officer concept

1. Shotgun:

- a. Check to make sure the weapon is on safe.
- b. Point the muzzle in a safe direction, away from life, limb, and property.
- c. Remove the rounds by hand from the magazine tube. Do not rack them out.
- d. Open the bolt and visually inspect the chamber. Leave the bolt open to enter the police dept.
- e. No dry firing will be allowed in the building.
- f. There will be (2) two officers present. The second officer is to double check the shotgun.
- g. Loading and unloading will only be done when it's safe to do so.

2. Duty weapon/handgun/backup weapon/rifle

- a. Remove weapon from holster, pointing muzzle in a safe direction, away from life, limb, and property.
- b. Remove the Ammunition clip.
- c. Eject the round from the chamber and lock the slide back.
- d. The second officer is to double check the magazine well and the chamber.

6. Care and cleaning of issued weapons

- a. It shall be the responsibility of the officer to visually inspect on a weekly basis for residue, corrosion or deterioration. Weapons must be properly cleaned and lubricated at all times to ensure the proper functioning and prolonged life of each weapon.
- b. When an officer uses an issued weapon, he/she shall clean that firearm as soon as practical but before their next tour of duty.
- c. It shall be the responsibility of the shift supervisor to inspect each officers' weapons on their shift on a monthly basis and after each training exercise to ensure the weapon is clean.
- d. Officers are personally responsible for all weapons issued to them. Any misuse, carelessness, or improper maintenance of the firearm will subject the officer to disciplinary action.
- e. Any firearm carried on duty by an officer may be

inspected at any time by a firearms instructor, Chief of Police, or Assistant Chief of Police to ensure the weapon is clean and well maintained.

- f. No officer of the Boaz Police Department shall make or allow anyone to make any alteration to their issued weapon without prior approval by the Chief of Police and the repairs will then only be made by a gunsmith/armorer.

7. Discharging of firearms

- a. Purpose: To establish a regulation on discharging firearms during law enforcement duty.

- b. Rules and regulations:

1. Members of this department shall not shoot from a moving vehicle, at a moving vehicle, or an escaping prisoner unless he/she has reason to believe such a person has committed a felony **and** poses a significant threat of serious physical harm either to the officer or others; or when they must shoot to protect themselves or others.
2. Members of this department shall not resort to deadly physical force upon a fleeing suspect unless they have probable cause to believe that the suspect has committed a felony and poses a threat to the safety of officers or a danger to the community, if left at large.
3. After a firearm has been discharged during a law enforcement action, that weapon **will not** be cleaned, unloaded or altered. That weapon will be delivered immediately or with all just haste to the shift supervisor who will inspect it and deliver it to the Chief of Police. At all times, it should be maintained along with a chain of evidence or custody procedure.

- c. Procedure

1. If for any reason, except for target practice, a firearm is discharged, accidentally or otherwise, a supervisor will be notified immediately and a detailed, written report must be made before going off duty to the officers supervisor giving the reason for firing the weapon and injury or damage caused by the discharge. A copy of this report will then be sent to the supervisor, Assistant Chief of Police, the firearms instructor, and the Chief of Police.

- d. All discharges, except for target practice and training shall go before a firearms discharge review board committee within 72 hours after the initial investigation has been completed. The firearms review committee shall consist of the following individuals:

1. Chief of Police
2. Assistant Chief of Police
3. Shift supervisor
4. Firearms instructor

The Firearms review committee shall not make full recommendations, but shall submit a report of its findings which shall consist of:

1. Within policy discharge
2. Out of policy discharge
3. Unintentional discharge

8. Unauthorized Weapons and Devices

- a. Policy: To establish a rule regarding the use, possession, or transportation of unauthorized weapons or devices.
- b. Unless specifically authorized by the Chief of Police, no member of this department, while on duty, will carry on his/her person or transport in a departmental vehicle, any weapon or device prohibited or restricted by state or federal law, or whose possession would tend to discredit the department, or whose use would expose the officer to an unacceptable level of civil liability. This rule includes the following items:
 1. Explosives and explosive devices, to include high explosive, black powder, gun powder, smoke grenades and tear gas grenades.
 2. Non-issued automatic weapons and/or "sawed-off" weapons, as defined by Title 18, United States Code.
 3. Impact devices such as clubs, sticks, blackjacks and brass knuckles.

9. Confiscated and illegal firearms

- a. Purpose: To provide guidelines for the disposition of confiscated firearms.
- b. Rule: In the event any member of this department, confiscates, seizes, or otherwise gains lawful possession or control over any firearm (other than department-issued weapons), the laws of the state of Alabama and department rules shall apply.
- c. Any time an officer seizes or recovers a weapon, the seizing officer will visually inspect the weapon, unload it, and make the weapon safe. The seizing officer(s) will then have another officer look at the weapon and ensure it is unloaded. At all times, officers should maintain the chain of evidence with regard to these items/weapons.
- d. If the weapon is seized, recovered, or taken for safe keeping, the weapon will be placed into evidence and the proper evidence forms filled out.

10. Serious injury or death involving a police officer on or off duty
When any citizen is wounded or seriously injured by a police officer, on or off duty, where such injury results in

death, or possible death, the following personnel will be notified:

- a. The shift supervisor will proceed to the scene and take charge of the uniform personnel in the protection of the crime scene, crowd control, and preservation of evidence. The shift supervisor will notify investigation and will then notify the Chief of Police and Assistant Chief of Police.

11. Injury or death inflicted on a police officer on or off duty

The same procedure will be followed when officers are victims, with the following exceptions:

- a. The ranking officer will notify the officer's family, in person, and will provide all necessary assistance to the family.
- b. Under no circumstances will the officer's family be notified except by a personal visit.

Restraint chair policy

Purpose: The purpose of this policy is to establish guidelines for the proper use of a restraint chair by authorized staff or members.

Policy: It is the policy of the Boaz Police Department that the restraint chair may be used by correctional staff to provide safe containment of an inmate exhibiting violent or uncontrollable behavior and to prevent injuries to themselves, to others or property damage when other control techniques are not effective.

1. Definitions

- a. Restraint Chair-A chair specifically designed with wheels to humanely restrain and transport violent inmates from one area to another.

2. Authorization for use

- a. The jail administrator or designee, a patrol supervisor, or an on-duty jailer may use the restraint chair when deemed necessary and authorize its use.
- b. The restraint chair **WILL NEVER** be used as a form of punishment.

3. Conditions for use

- a. Staff may use the restraint chair in any or all of the following situations:
 1. When an inmate has demonstrated violent or uncontrollable behavior.
 2. To prevent an inmate from injuring themselves, injuring another person or damage to property when other techniques have been ineffective in regaining control of the situation.
 3. Upon recommendation by a psychiatrist, physician or qualified health care professional.
 4. Upon request of an inmate who indicates that they are about to injure themselves and no other method is available.

5. As a means of moving a combative inmate safely from one section of the facility to another.
 - b. Boaz Police Officers and/or correctional staff trained in the proper use restraint chair may place an inmate in it. A minimum of two police or correctional officers will be present to assist in the placement of an inmate in the restraint chair.
4. Application guidelines
- a. After determining that the restraint chair is necessary and its use has been authorized, application will conform to the following guidelines. The correctional staff or another filling in for this person will:
 1. Visually inspect the restraint chair is in proper working order.
 2. Contact a supervisor prior to the placement of an inmate in the restraint chair to help determine if there are any reasons not to place the inmate in the chair.
 3. Place the inmate in the restraint chair following the procedures outlined below:
 - a. Videotape the placement of the inmate in the restraint chair.
 - b. Place the inmate under direct and constant observation.
 - c. Offer the inmate the opportunity to use the bathroom whenever appropriate, but at least every hour and document on the jail log.
 - d. Offer the inmate water whenever appropriate to maintain hydration, but at least every hour and document on the jail log.
 - e. If they observe any use of the restraint chair which would jeopardize the health of an inmate, members will immediately communicate their concerns to their immediate supervisor or higher authority if necessary.
 - f. Every 15 minutes talk with the inmate, check the restraints for comfort and security, and check circulation and limb color, etc; develop a plan for release.
 - g. Ensure that no one is kept longer than 2 hours without the supervisor's or designee's authorization.
 - h. Assess the inmate's mental status every 30 minutes.
 - i. Communicate the inmate's status with the on duty supervisor every 30 minutes.
 - j. Document every update and status on the daily jail log.

Canine policy and procedures

The following are definitions of terms used in this subsection:

1. Definitions:
 - a. Canine (K-9): A working dog, which has been procured and trained to execute a number of specific law enforcement tasks, which utilize the canine's speed, agility, and sense of smell.

- b. Canine (K-9) handler: An officer trained in the care, handling, and training of a dog for law enforcement use.
 - c. Canine (K-9) team: An officer and assigned dog.
 - d. B.P.D: refers to Boaz Police Department

- 2. Supervision of the canine team:
 - a. The B.P.D. canine team shall be supervised directly by the Chief of Police or his appointed officer.
 - b. A K-9-unit supervisor may be appointed when unit growth permits.

- 3. Application of the K-9 team:

The following criteria is to govern the application of the B.P.D. K-9 Team:

 - a. The Chief of Police shall make assignments based on manpower and the best possible use of the K-9 Team. When feasible, the K-9 team will respond to assist all officers requesting K-9 services. The K-9 unit may respond to other out-of-city jurisdictions **only** with the approval of the Chief of Police or his designee (example, shift captain).
 - b. The K-9 handlers' primary responsibility is to perform his duties as a B.P.D. officer and to conduct thorough and safe searches.
 - c. The K-9 team will be used as an aid for all search warrants executed by the B.P.D. whenever possible.
 - d. The K-9 team will be used to perform narcotic interdiction in the schools located within the City of Boaz, per agreement with the school system.
 - 1. The School Resource Officer and the principal of the school will be the point of contact of these interdiction efforts.
 - e. Tracking: Canine teams should be utilized at any crime scene where the offender has fled on foot and it is possible that the offender could be located and / or evidence recovered. Canine teams may also be used to search for any lost or missing person.
 - f. Handlers are required to give LOUD and CLEAR verbal announcement before a police canine searches any building.

- 4. K-9 handlers' responsibilities:
 - a. The handler will be responsible for the general wellbeing of the K-9. This includes, but is not limited to, feeding, watering, administering medication as prescribed by the veterinarian, and maintaining current vaccination records.
 - b. The K-9 handler will be responsible for the care and upkeep of all equipment issued to him for the training and control of the K-9.
 - c. The handler is responsible for keeping an up to date inventory of all supplies necessary in the training and operation of the K-9 unit, and for submitting the necessary purchase request forms for needed equipment.
 - d. K-9 vehicles will be maintained in good operating condition. The interior will be regularly cleaned and disinfected as necessary and any damage will be reported immediately and repaired.
 - e. The K-9 shall not be left unattended in a vehicle when unsafe due to cold, heat or other environmental conditions.

- f. The K-9 handler will keep the K-9 clean and free of offensive odor.
- g. Boaz Police Canines shall not be used for the purposes of Breeding.

5. Records and certification:

The documentation of all activities, performance, and training of the K-9 team is essential and the following guidelines will apply:

- a. The handler will maintain a record of all training and searches where the K-9 is utilized through K9TRACK.
 - b. A minimum of 16 hours of maintenance training, to include actual searches will be conducted on monthly basis.
 - c. The K-9 team will maintain a yearly certification through Highland Canine Training, LLC, or an equivalent group or organization.
6. General instructions to the handler:
- a. When the K-9 team is deployed; the handler will take full advantage of the psychological effect of the K-9's presence by arriving quickly and leaving the scene when the K-9's presence is no longer required.
 - b. The K-9 will not be left unattended in such a manner as to come into unsupervised contact with the general public or to be placed in physical danger.
 - c. Under normal circumstances, no one but the assigned handler shall be allowed to feed, exercise, or give commands to the K-9.
 - d. Members of the unit will not tease or agitate the K-9, nor allow others to do so, under any circumstances.
 - e. The handler will allow the K-9 team to be utilized only where it is deemed appropriate and safe.
 - f. The K-9 team will strive to encourage positive public relations in law enforcement and civilian community.

7. **Canine Bite Reports**

A canine bite report will be completed anytime a person has been bitten, whether accidental or as a result of a police action, excepting when the bite occurs in a training exercise with a willing participant. The Shift Supervisor and the Chief of Police shall be notified immediately of any police canine bites.

- a. All persons bitten by a police canine shall be offered medical treatment.
- b. Color photographs shall be taken of injuries inflicted by any Boaz Police canine.
- c. Canine handlers shall be responsible for immediate notification of the Shift Supervisor when their canine has bitten anyone.
- d. The Handler's statement shall be a complete documentation of all events leading up to, including, and following the incident.
- e. The following documentation should be included as part of the canine bite report: Arrest Report, Incident Report, Witness Statements, Officer Statements, any other pertinent information available.
- f. Upon completion, the original report should be forwarded to the Assistant Chief and Chief of Police.
- g. The Assistant Chief will review the use of the canine and report if

the bite was intentional and if so, if it was justified.

8. Use of Force: Police Canines
 - a. Police patrol dogs may be used:
 1. To defend the handler or other officers or third parties from assaults that could result in serious physical injury.
 2. To effect criminal apprehensions of those person(s) the handler has probable cause to believe committed a serious offense; and / or
 3. In circumstances when the use of a patrol dog would prevent escalation of force in apprehending a suspect during flight, escape, or concealment from police.
 - b. Police canines shall be trained by Highland Canine Training, LLC, or an equivalent group or organization guidelines and shall be used for only the degree of force necessary to effect a lawful arrest.

Field training officer (FTO) program policy

1. Purpose:
 - a. To establish the policy and procedures for the training of all new hired employees by placing them with a veteran officer in a standardized Field Training Program and Evaluation Program within the Boaz Police Department. This policy also applies to dispatchers and jailers, although their training period may be shorter than patrol officers and training requirements will be different depending on their jobs.
2. Policy:
 - a. It shall be the policy of the Boaz Police Department to provide newly hired officers with a working knowledge of police work and to provide for the re-evaluation of newly hired veteran officers. During this time the FTO will receive 1 additional hour of pay per shift during the FTO training. The procedures to be followed will be outlined in the Field Training Standardized evaluation program. These procedures will allow the Field Training Officer the opportunity to evaluate the officers' conduct, his/her attitude towards police work, his/her ability to maintain control of various situations occurring during training, proper techniques used in the performance of their daily duties and a working knowledge of federal, state and local laws and the implementation and enforcement of those laws. The policy will also have in place the proper means of documentation of the training. A daily observation report will be used to show evidence that the candidate is either progressing or failing the attempt to be trained. The daily observation report will also include any information evidencing that the employee does not meet the requirements to become or remain a police department employee or member in his or her present role.
3. Procedures:
 - a. Evaluation requirements:
 1. The training program is based on a thirteen-week program with a

- graduated training cycle, to include one week assigned to the detective division. The program may be shortened or lengthened as recommended by the Field Training Officer and approved by the Chief of Police. The newly hired employee may be moved from one training officer to another.
2. Each newly hired officer assigned to the Field Training Program will receive a copy of the Standardized Field Training and evaluation program. This program will be set up in the same manner as the training officers' in order to prevent any conflict or confusion during the training program.
 3. During the training phases, the new officer will be evaluated on a daily basis using the standardized evaluation guidelines. This guideline uses a numeric scale value to define the officer's progression in learning, improving, and overall knowledge of subject matter which will be covered during the training phases.
 4. The shift supervisor who assigns the FTO to the new officer will be directly responsible for ensuring the Field Training Officer and the new officer is allotted ample time for training.
 5. The Field Training Officer is responsible for making sure that the new officer receives a basic knowledge on the principles and techniques of police work. The Field Training Officer will follow a master checklist within the Standardized Field Training Program and will attempt to coordinate, direct and assist the new officer in accomplishing his/her goal of becoming a qualified officer. This checklist will cover, generally, all the reports and police situations which the new member is likely become involved with on daily patrol activities.
 6. The Field Training Officer is also responsible for completing a daily observation report, regarding his or her observation of the new officer during their patrol activities. This report will also reflect the completion of reports associated with actual cases and or other activity to which the new officer is assigned. The F.T.O. will use the numeric scale rating system to show at what level the new officer is functioning. These guidelines are found within the Field Training Evaluation Program Guide Book.
 7. During the course of the training program, the new officer will receive instructions from his Field Training Officer on (31) different behaviors involving all aspects of police work. Along with these instructions, the new officer must take and pass (14) tests, designed to reflect the new officer's knowledge of the material covered by his Field Training Officer. The daily observation report will also reflect his on/off duty extra curricular studies. The new officer must make and maintain

a 70-seventy percent efficiency on these tests in order to be awarded a passing grade and be able to continue with his or her training.

8. At the end of each phase of training, the new officer will complete an end of phase training report. This report will document the specific training, which the new officer has been trained in. The report will also indicate those reports or cases the new officer has been assigned and has shown to be proficient in completing.
9. Once the new officer has successfully completed the Field Training Program, he/she will complete an end of training critique. This critique will give the new officer an opportunity to express his or her feelings regarding the successes and failures of the program and his or her Field Training Officer.
10. The completed new officer training and evaluation guide notebook will be stored within the Boaz Police Departments record division. This will help to insure the integrity of the program, as well as the chain of evidence procedures.

Juvenile custody policy and procedures

Date Issued: May 09, 2016

Purpose: All juveniles taken into custody by this department shall be treated in a manner which provides for: the safety of all concerned; respect for human dignity; the perseverance of the legal rights and property of the individual; accurate documentation; and administrative efficiency. Juveniles, those persons under the age of 18, require special considerations due to state and federal regulations.

Policy: This policy addresses the secure and non-secure custody of juveniles.

Definitions:

Juvenile: Individual under the age of 18

Secure Custody: Being cuffed to a stationary object or cuffing rail, being placed in a secure holding cell or being placed in a locked room. Secure custody physically restricts the movements and activities of persons in custody.

Nonsecure Custody: Defined in the following requirements:

- a. The area where the juvenile is placed in an unlocked, multi-purpose location, such as a lobby, office, or an interview room, which is not designated, set aside or used as a secure area.
- b. The juvenile is not physically secured to a stationary object.
- c. the use of the area is limited to providing nonsecure custody long enough and for the purposes of identification, processing, release or transfer.
- d. The area(s) is/are not designated or intended to be used for residential purposes.
- e. Continual, visual supervision is provided by an officer or facility staff.

Time-phasing: The use of a common area for both juveniles and adults but not at the same

time.

Sight Contact: When a juvenile has clear visual contact with an incarcerated adult in close proximity.

Sound Contact: When a juvenile can have direct oral communication with an incarcerated adult.

Status Offenders: A juvenile who has been accused or charged with conduct which would not be an offense if committed by an adult. Status offenses include runaway, truancy, underage possession of alcohol, or tobacco and curfew violations.

Non-offenders: A juvenile who is not charged with an offense and/or an abused or neglected child.

Accused Juvenile Offender: A juvenile charged with an act, which, if done by an adult, would constitute the commission of a crime.

Civil-Type Offender: A juvenile offender who has been charged with or adjudicated for an offense that is civil in nature. Examples include non-criminal traffic violations and non-criminal fish and game violations. This applies to F.T.A. warrants for these offenses as well.

Intake Process: Includes booking and processing juvenile, and waiting for release to parent or other approved person by Juvenile Probation. This also includes transporting juvenile to the probation office for a hearing and transporting juvenile to an approved holding facility approved by juvenile probation. The arresting officer may allow another officer to transport juvenile.

Procedures:

Status Offenders, Non-Offenders and Civil-type Offenders

1. Status offenders, nonoffenders and civil-type offenders shall not be placed in secure custody, handcuffed to a stationary object or cuffing rail or placed into a locked room under any circumstances. Status and civil-type offenders may be cuffed to themselves.
2. Status offenders, nonoffenders and civil-type offenders shall be placed in a nonsecure area; lobby, office or general-purpose room, until release arrangements can be made and the juvenile leaves the facility.
3. The arresting officer is responsible to call or have dispatch contact the Juvenile Intake officer on call. The officer will observe the juvenile until the intake process is complete and placement arrangements are made.
4. Status offenders and civil-type offenders may be processed in a secured booking area, provided that there are no adults present and they are removed immediately following the booking process and taken to a non-secure area.
5. Underage drinking and possession of alcohol by a minor are status offenses pursuant to JJDP act requirements. When dealing with an intoxicated juvenile, officers should determine whether emergency medical services are warranted.

Accused Juvenile Offenders and Criminal Traffic Offenders

1. It is the preference of the Boaz Police Department to detain delinquents non-securely while in custody. Exceptions include violent or combative juveniles who cannot be subdued and pose a threat to officers, themselves or others.
2. The arresting officer is responsible to call or have dispatch contact juvenile intake officer on call. The officer will observe the juvenile until the intake process is complete and placement arrangements are made.
3. Accused juvenile offenders and criminal traffic offenders may be temporarily detained, in quarters with sight and sound separation from incarcerated adults for up to (6) hours from the time they enter a secure custody status **or** for (6) hours either immediately before or after a court appearance awaiting release **or** transport to another facility.
4. In cases when a delinquent is securely detained, pending release or transfer, all of the following requirements must be satisfied:
 - a. The secured area is sight and sound separated from adult inmates including trustees.
 - b. There may be no adult prisoners in the booking area when juveniles are present. Separation may be achieved through time-phasing the common areas.
 - c. An entry must be made on the Juvenile Secure Custody Detention Log on all juveniles held in this facility noting whether the youth was held securely or not.
5. The (6) hour holding time limit is for processing and release. It is not to be used as a punitive measure. The (6) hour clock will begin when the juvenile enters a secure setting, until he leaves this facility.
6. No juvenile offenders under public authority shall enter into the secure section of the jail as a disposition of an offense or as a means of modifying their behavior. However, youth visiting voluntarily as part of a school or scouting project are not considered violations.
7. Juveniles formally waived to or transferred to criminal court for a felony may be held as an adult but only after transferred by a Judge.

Release: Release of a juvenile shall occur only after juvenile probation has been contacted and their recommendations of release or custody are followed.

School Resource Officer (S.R.O.) program policy

1. Purpose: To establish guidelines for the School Resource Officer (S.R.O.) program.

- a. The S.R.O. program of the Boaz Police Department is a program aimed at the youth of Boaz. The program is a joint venture between the Boaz City School System and the Boaz Police Department.
- b. General: The S.R.O. is first a law enforcement officer. This fact will be conveyed to all students and constantly reinforced. It is important that the student view the officer in a realistic light and understand that even though the officer likes them and will help them, that if the law is broken, the officer, who is an authoritative position, must and will enforce the law.
 1. The program emphasis will be on developing rapport with the students:
 - a. Presenting them with information on various crime prevention subjects.
 - b. Providing law enforcement resource assistance to school personnel, parents and the students.
 - c. Identifying the problem student and handling them accordingly to law and policy.
 - d. Through the S.R.O. Program, the officer will help students, parents and educators develop a better understanding of our judicial system.
 2. Youth will come to the S.R.O. from a variety of sources. Teachers, principals, and other school personnel may make referrals. Parents or any student themselves may seek out aid of the S.R.O. In addition, students will come to the attention of the S.R.O. as a result of criminal investigations conducted by other officers within the department.
- c. Program goals:
 1. The S.R.O. programs goal is the prevention of juvenile delinquency, the creation of favorable community law enforcement relations, assisting and providing a safe environment for students to learn.
 2. Students will develop positive attitudes toward law enforcement officers and it is felt that through better understanding, students will develop respect for law enforcement and willfully obey the laws.
- d. School Resource Officer
 1. Command and control:
 - a. The S.R.O. chain of command will be the Assistant Chief of Police and then the Chief of Police.
 2. Selection and Assignment
 - a. Assignment to the S.R.O. program will be based on recommendations of the Chief of Police and the City of Boaz School System Superintendent, with final approval coming from the Chief of Police.

b. The assignment of a member as SRO is not a promotion; it is intended as a lateral assignment and shall continue at the discretion of the Chief of Police and the City of Boaz School System Superintendent.

3. Training:

a. Primary training for the S.R.O. will include but is not limited to basic police training, basic school resource training, and ongoing in-service training.

4. Investigations:

a. The S.R.O. investigates criminal violations committed by students on school property. Regarding serious crimes, investigations along with the Chief of Police will be notified.

b. The S.R.O. will secure crime scenes of all serious crimes until the arrival of an investigator. The investigator arriving on the scene will take charge of the scene and the S.R.O. will assist.

5. General:

a. The S.R.O. is employed by the Boaz Police Department. However, the officer will be required to cooperate and work with the principals of the schools to which they are assigned during school days and while involved in school activities. The principal is not in the chain of command and as such, may not direct the actions of the officers in any manner.

b. Moral conduct: Officer misconduct or suspected misconduct will lead to immediate suspension from the S.R.O. program, pending investigation. Officers will not fraternize with students during school hours.

c. All press release information will be approved by the Chief of Police.

6. Responsibilities:

a. Perform traditional law enforcement duties within the school.

b. Project a positive role model for students and faculty.

c. Perform related law enforcement education.

d. Provide student counseling.

e. Act as a law enforcement resource officer for the school staff.

f. Perform administrative liaison responsibilities between the school and the department.

g. Assist school administration in matters related

- to law enforcement and discipline.
 - h. Support athletic activities.
 - i. Support youth organizations.
 - j. Formulate educational crime prevention to reduce crimes in the Schools.
 - k. Assist with traffic control around the schools.
 - l. Works with school officials in developing emergency action plans.
 - m. File written reports on all incidents involving criminal activity.
 - n. Other responsibilities as directed by their chain of command.
7. School Resource Officer assignments:
- a. The Boaz Police Department reserves the right to assign officers to the program and to remove an officer from the program at any time, for any reason. The Chief of Police will make all efforts to replace the officer as soon as possible. The Boaz City School system may make a recommendation to the Chief of Police to remove an officer, but the final decision will be up to the Chief of Police.

Visitors in dispatch policy

1. Policy:
 - a. It shall be the policy of the Boaz Police Department that no unauthorized personnel are allowed to be in the dispatch center of the Boaz Police Department and follow guidelines that have been established by ACJIS/NCIC.
2. Exceptions:
 - a. Visitors may be approved in advance by the Chief of Police or the Assistant Chief of Police. (ex. maintenance, pest control, 911 maintenance, computer maintenance, cleaning, etc.)
 - b. Visitors that are allowed to enter dispatch shall be monitored at all times to ensure they cannot see the NCIC/ACJIS terminal.
 - c. All ACJIS/NCIC rules and regulations regarding unauthorized personnel shall be followed at all times.

Internet postings/social networking on and off duty

1. Purpose: To direct the employees of the Boaz Police Department with respect to the use of the internet, the world-wide web, and social networking as a medium of communication impacting this department.
2. Policy:
 - a. The internet, blogs, Twitter, Facebook, Instagram, Snapchat, social networking sites, and any other medium of electronic

communication **shall not** be used in a manner which is detrimental to the mission and function of this agency.

- b. It is essential for every member of the Boaz Police Department to recognize that the proper functioning of any law enforcement agency relies upon the public's confidence and trust in the individual officers and this agency to carry out the law enforcement function. Therefore, any matter which brings individual officers or the agency into disrepute has the corresponding effect of reducing public confidence and trust in our ability to work and serve the public. Professionalism is the most significant factor in high level performance which, in turn, builds the public confidence and trust. While employees have the right to use personal/social networking pages or sites, as members of this agency, they are public servants who are held to a higher standard than the general public with regard to standards of conduct and ethics. As such, the policy of this agency is to maintain a level of professionalism in both on-duty and off-duty conduct that fulfills the mission of our agency. Any publication, through any medium which is potentially adverse to the operation, morale, or efficiency of this agency will be deemed a violation of this policy.

3. Definitions:

- a. Social networking site: A web-based service that allows individuals to:
1. construct a public or semi-public profile within a bounded system, and/or
 2. articulate a list of other users with whom they share a connection, and/or
 3. view and traverse their list of connections and those made by others within the system and/or
 4. a site that provides a virtual community for people interested in a particular subject or just to "hang out" together, and/or
- e. create their own online "profile" with biographical data, pictures, likes, dislikes and any other information they choose to post, and/or
- f. communicates with each other by voice, chat, instant message, video conference and blogs, and/or
- g. the service typically provides a way for members to contact friends of other members. The nature and nomenclature of these connections may vary from site to site. These social networking sites, including but are not limited to Facebook, Twitter, TikTok, Instagram, Snapchat, YouTube, blogs, vlogs, and others.

4. Procedure:

- a. Members of this agency are prohibited from using agency computers for unauthorized purposes including surfing the

- internet or participating in social networking sites.
- b. Members of this agency are prohibited from posting, or in any other way broadcasting, information on the internet, or other medium in communication, the business of the agency to include but is not limited to:
1. photographs/images relating to any investigation of this agency unless the pictures are posted to identify a suspect or property and only with the approval of the Chief Investigator.
 2. Video or audio files related to any investigation of this agency.
 3. Video, audio, photographs, or any other images, etc. memorializing a law enforcement related action of this agency.
 4. Logos/uniforms/badges or other items which are symbols associated with this agency.
 5. Any other item or material which is identifiable to this agency.
- c. Members of this agency who utilize social networking sites, blogs, twitter, or other mediums of electronic communication in off-time shall maintain an appropriate level of professionalism and appropriate conduct so as not to broadcast in a manner which is detrimental to the mission and function of this agency.
1. Members shall not use references in the sites or other mediums of communications that in any way represent themselves as a member of this agency. This shall include but is not limited to:
 - a. text which identifies this agency.
 - b. accounts of events which occur within this agency
 2. Members shall not use a social networking site or other medium of internet communication to post any material of a sexually graphic nature;
 3. Members shall not use a social networking site or other medium of internet communication to post any materials which promote violence or weaponry;
 4. Members shall not use a social networking site or other medium of internet communication to post or broadcast any materials which would be detrimental to the mission and function of his agency.
- d. Members of this agency are prohibited from using their title or any reference to this agency in any correspondence to include e-mails, postings, blogs, twitter, social network sites unless the communication is of an official nature and is serving the mission of this agency. This also includes signature lines in personal e-mail accounts.

- e. New employees: All candidates seeking employment with this agency shall be required to make known their participation in any social networking sites. This candidate shall also provide access to their site or viewable access to their accounts as part of any background investigation.
 - f. Administrative investigations
 - 1. Employees who are subject to administrative investigations may be ordered to provide the agency with access to a social networking site when the subject of an investigation is directly, narrowly and specifically related to the employee's performance or ability to perform his or her function within the agency, or when the subject of the investigation is potentially adverse to the operation, morale, efficiency, or purpose of the agency.
5. Approval process
- a. An employee seeking to use any item, object, or material described above on a personal webpage or site shall:
 - 1. Submit a request for approval to the Chief of Police;
 - 2. Describe the proposed reference to the agency and purpose of the use;
 - 3. Provide a list of media to be used on the web page; and
 - 4. Provide a printed layout of the material that is subject to the request
 - b. The Chief of Police will approve or deny the request based upon its compliance with existing agency directives/policies
6. Department social networking sites
- a. The Boaz Police Department may maintain a social networking site to offer citizens multiple ways to receive department information. This site will be maintained by a person or persons approved by the Chief of Police
 - b. Material posted shall be for official business only and factual pertaining to the subject at hand.
 - c. No matters pertaining to any investigation conducted by the Boaz Police Department will be published except by approval of the Chief of Police and the Chief Investigator.
 - d. The Boaz Police Department social networking site should adhere to all applicable state, federal and local laws, regulations and policies of the City of Boaz and the Boaz Police Department

Radar policy

The Boaz Police Department uses a radar as a speed measurement device. Police Officers are to be trained and competent before utilizing the device, and receive any required certification upon the satisfactory completion of their training. The Radar units are assigned to the field for the purpose of speed law enforcement and to reduce the number of accidents throughout the City.

- 1. Procedures:

1. Only trained and certified patrol officers will operate a radar for speed violation enforcement.
 2. When a radar device is used, it will be used in strict compliance with procedures taught in the radar training course.
 3. Each operator shall check the calibration of the radar before beginning each shift by performing a light test, which is an internal calibration check the calibration using the tuning fork test.
2. Radar and calibration logs
1. The radar calibration shall be checked before it is put in to use, and after each arrest/citation has been made. As the radar calibration is checked, the proper notations shall be made on the radar log.
 2. Should the radar not show the proper speeds within +/- 1 MPH, it shall immediately be taken out of service and turned into the Assistant Chief of Police to be sent for repairs.
 3. All speeding arrests/citations shall be entered in the radar log.
 4. Completed radar logs will be turned in to the Assistant Chief of Police. The radar logs will be maintained by the records clerk.
3. Repairs and maintenance
1. Radars are to be repaired by factory trained radar technicians only. The officer is to write a detailed report of the problem and turn in to the Assistant Chief with the radar.

PART III

NCIC/ACJIS rules and regulations

1. Every employee of the Boaz Police Department who uses or has access to the NCIC/ACJIS terminal will abide by the policy set forth by NCIC/ACJIS and may be located under their Alacop account titled CJIS Manuals –NCIC Operating Manual.
2. Any employee who misuses NCIC/ACJIS information will be subject to disciplinary action up to dismissal and/or prosecution.
3. Any employee who has access to NCIC/ACJIS Terminals will be required to attend a NCIC Certification Class within a reasonable period of time, when one becomes available.

Destruction of Guns & Ammo Policy

1. No gun or ammo that has a pending case ongoing will be destroyed.
2. If the gun was involved in a suicide and there are no pending charges, the gun will be held for a period of one year. If the immediate family member doesn't want the weapon back it can be destroyed after the one-year period has expired.
3. After the associated case/charges is closed and there has been a disposition on it, the gun will be held for a period of one year after the date of the disposition. After that one-year period is up the gun can be destroyed if it's not applicable to be released to the owner.

4. Ammo will not be released to anyone at any time.
5. Destruction Process: After the appropriate hold time has been reached. A list of the guns to be destroyed will be signed off by the Chief of Police and sent to the Boaz City Municipal Judge for approval. After receiving an order from the Judge with the approval for the destruction, the Evidence Officer will contact The Mueller Company to set up a date and time for destruction. The Evidence Officer will have to be present and video record the actual destruction of the weapons.

Saving clause

1. If any provision of this manual or the application thereof to any person is held invalid, the invalidity shall not affect other provisions or applications of the manual which can be given effect without the invalid provision or application and to this end, the provisions of this manual are severable. Any manual content having as its basis law or ordinance may be superseded by interpretations thereof or changes thereto. At any time; law, ordinance or applicable rule comes into conflict with the contents of this manual, such applicable portion of the manual shall immediately change accordingly.

In all cases the Personnel Rules and Regulations of the City of Boaz will prevail if differences occur.

ORDINANCE NO. 2023-1175

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BOAZ, ALABAMA.

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

SECTION 1. That after the adoption and posting of this ordinance the following described property owned by Brett Keller, currently zoned R-1 (Low Density Detached Residential District), shall henceforth be zoned R-3 (High Density Single-Family Residential District). The property is located at 465 Gold Kist Street Boaz, Alabama 35957.

Legal description is as follows:

The North half of Lots 22, 23, 24, and 25 in Block of the R. E. Aldridge Addition as prepared by southern Realty Co., of Boaz, Ala., and surveyed by J.M. Morton, C.S. and platted and recorded in Plat Book 1 Page 46 in the Probate Office of Marshall County, Alabama, together with all improvements located thereon. (B-15909;tm)

SECTION 2. Any part of any ordinance in conflict herewith is expressly repealed.

SECTION 3. This amendment shall not change any other terms and conditions of the zoning ordinance of the City of Boaz, Alabama.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF BOAZ, ALABAMA, THIS THE ____ DAY
OF _____, 2023.**

David Dyar
Mayor

ATTESTED:

Beth Stephens
City Clerk/Treasurer

ORDINANCE NO. 2023-1176**AN ORDINANCE AMENDING SECTION 11.02.03 PROCEDURE OF THE ZONING
ORDINANCE OF THE CITY OF BOAZ, ALABAMA.**

Be it ordained by the City Council of the City of Boaz, in the State of Alabama, as follows:

SECTION ONE. Unless the context clearly indicates a different meaning, the words, terms and phrases used in this amended ordinance shall have the same meaning as ascribed to them in Ordinance Number 2021-1154.

SECTION TWO. That after the adoption and posting of this ordinance, The City Council of the City of Boaz, Alabama hereby expressly amends Ordinance Number 2021-1154 Section 11.02.03 Procedure to add section (3) which provides as follows:

3. Upon receipt of a negative recommendation from the Commission, the Council review process may be initiated at the request of the Applicant. Any owner of adjoining property may also request the Council review process of any positive recommendation upon which the appealing adjoining property owner objected at the Commission hearing or in writing prior to the Commission hearing. An appeal shall be submitted in writing, on any form prescribed for that purpose by the City and accompanied by the required fee, and shall state the decision appealed from, the facts and basis for the appeal, and the relief or action sought. No fee is required where an appeal is filed by the Building Official or other public official in pursuance of his/her official duties. For Commission decisions taken after May 1, 2023, all Commission decision appeals to the Council shall be filed within ten (10) calendar days following the decision that is being appealed. The time will extend to the next business day when the tenth day falls on a day the City is not open for business. For Commission decisions prior to May, 2023, all appeals must be filed within six (6) months of the decision appealed from. The timely filing of an appeal shall stay the operation of the decision of the Commission. The Council will conduct a public hearing on all appeals where a public hearing was held prior to the decision being appealed from. Notice shall be given of the proposed hearing in the same manner as was required for the decision being appealed.

SECTION THREE. The provisions of this Ordinance are severable so that if any provision hereof is declared unconstitutional, void, or invalid by a court of competent jurisdiction, all other provisions hereof shall not be affected by such declaration and shall remain in full force and effect as though the unconstitutional, void, or invalid provision had not been included in the ordinance as originally adopted.

SECTION FOUR. This Ordinance shall be effective on the same date following adoption of the same by the City Council of the City of Boaz, Alabama and publication and/or posting pursuant to Alabama law.

SECTION FIVE. Any part of any ordinance in conflict herewith is expressly repealed.

SECTION SIX. This amendment shall not change any other terms and conditions of Ordinance Number 2021-1154 (the zoning ordinance) of the City of Boaz, Alabama.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF BOAZ, ALABAMA, THIS THE
_____ DAY OF _____ 2023.**

David Dyar
Mayor

ATTESTED:

Beth Stephens
City Clerk/Treasurer