
MORGAN COUNTY COMMISSION REGULAR MEETING

The Morgan County Commission of Morgan County, Alabama, convened in a regular meeting on Tuesday, February 12, 2013, at 9:00 A.M. in the Conference Room of the Morgan County Commission Office, County Courthouse, Decatur, Alabama. The following members were present: Mr. Ray Long, Chairman; Mr. Jeff Clark, Mr. Randy Vest, Mr. Don Stisher and Mr. Greg Abercrombie, members. Absent: N/A. Mrs. Belinda Ealey, Mrs. Julie Reeves, and Mrs. Robbie Alexander acted as the Clerks of the Meeting. The Chairman stated that a quorum was present and declared the Meeting open for the transaction of business.

VISITORS:

Bill Shinn, County Attorney
Greg Bodley, County Engineer
Derrick Shull, WYAM 51
Ben Montgomery, Decatur Daily
Debra Gardner, Commission On Aging / MCATS
David Hannah, Data Processing
Heyward Hosch, Maynard-Cooper
Ken Funderburk, Merchants Capital

AGENDA

The Agenda for the regular meeting of Tuesday, February 12th, 2013, had been presented to the Commission for review.

After due consideration it is therefore ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the Agenda be, and are hereby approved for Tuesday, February 12th, 2013.

MINUTES

The Minutes of the regular meeting held on Tuesday, January 8th, 2013 and the adjourned meeting held on Thursday, January 24th, 2013 at 9:00 AM. had been presented to the Commission by email for their review.

After due consideration it is therefore ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that there being no further additions or corrections to the Minutes of January 8th, 2013 and January 24th, 2013, they are hereby approved.

OLD BUSINESS:

ACCEPTANCE OF BID FOR THE LOWEST RESPONSIBLE BIDDER, MEETING SPECIFICATIONS, FOR A NEW PRESSBOX / CONCESSION STAND AT BRINDLEEE MOUNTAIN PARK, DISTRICT 4

***Lowest responsible bidder meeting specifications.**

• Boatner Construction	\$363,650
• Boyett Construction	\$405,830
• Building Construction Associates	\$338,800
• E Tech Construction	\$298,000
• Jeff Copeland Builders	\$285,912
• Nelson Construction	\$310,620
• Premier Structures	\$298,000
• Walker Brothers, LTD	\$287,000 *

After due consideration it is therefore ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the bid be accepted as presented.

It is further ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the Chairman is hereby authorized and directed to issue purchase orders to the appropriate vendor, out of the appropriate funds.

NEW BUSINESS:

REVIEWED AND APPROVED INVOICE IN THE AMOUNT OF \$3,600.00 FROM UNDERWOOD ASSOCIATES REPRESENTING PROFESSIONAL SERVICES FOR ARRA SIDEWALK PROJECTS (MCATS)

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$3,600.00 from Underwood Associates representing professional services for ARRA Sidewalk Projects (MCATS).

After due consideration it is therefore ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Randy Vest, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Randy Vest, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$3,600.00 from Underwood Associates representing professional services for ARRA Sidewalk Projects. (MCATS)

REVIEWED AND APPROVED INVOICE IN THE AMOUNT OF \$45.00 FROM TRIDENT INSURANCE REPRESENTING DEDUCTIBLE FOR CLAIM NUMBER 54060, JOSEPH ARIAS, SHERIFF DEPARTMENT

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$45.00 from Trident Insurance representing deductible for claim number 54060, Joseph Arias, Sheriff Department.

After due consideration it is therefore ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$45.00 from Trident Insurance representing deductible for claim number 54060, Joseph Arias, Sheriff Department.

REVIEWED AND APPROVED INVOICE IN THE AMOUNT OF \$9,934.72 FROM TRAVELERS INSURANCE REPRESENTING DEDUCTIBLE FOR CLAIM NUMBER ENQ9390 FOR GLENDA LOCKHART, SHERIFF DEPARTMENT; AND ALSO, CLAIM NUMBER ESE5033 FOR MICHAEL A. WINCHESTER, SHERIFF DEPARTMENT

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$9,934.72 from Travelers Insurance representing deductible for claim number ENQ9390 Glenda Lockhart, Sheriff Department; and also, claim number ESE5033 for Michael A. Winchester, Sheriff Department.

After due consideration it is therefore ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$9,934.72 from Travelers Insurance representing deductible for claim number ENQ9390 Glenda Lockhart, Sheriff Department; and also, claim number ESE5033 for Michael A. Winchester, Sheriff Department.

REVIEWED AND APPROVED INVOICE IN THE AMOUNT OF \$689.61 FROM MCKEE AND ASSOCIATES REPRESENTING LEGAL BID ADVERTISEMENT FOR BRINDLEE MOUNTAIN PRESSBOX/CONCESSION STAND

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$689.61 from McKee and Associates representing legal bid advertisement for Brindlee Mountain Pressbox/Concession stand.

After due consideration it is therefore ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Greg Abercrombie, and seconded by Mr. Don Stisher, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$689.61 from McKee and Associates representing legal bid advertisement for Brindlee Mountain Pressbox/Concession stand.

REVIEWED AND APPROVED PERSONNEL CHANGES SUBMITTED FROM VARIOUS COUNTY DEPARTMENTS

The Chairman brought to the attention of the Commission that he was in receipt of the following personnel changes submitted from various county departments for their approval:

<u>Deletions</u>		<u>Additions</u>
Erica Ramirez, Jail	James Fuller, CITS	Ronald Ozbolt, Jail
Austin Byrd, Jail	Jesse King, Jail	

After due consideration it is therefore ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the employee changes as per above, be, and are hereby approved as presented.

ADOPTED RESOLUTION AUTHORIZING DIRECTOR OF MCATS, DEBRA RAINS, TO HIRE PART-TIME DRIVERS AT \$8.18 PER HOUR WITH NO BENEFITS

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted; to wit:

R E S O L U T I O N 13-127

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that Director of MCATS, Debra Rains, is hereby authorized to hire part-time drivers at \$8.18 per hour with no benefits, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING MORGAN COUNTY DISTRICT 1 COMMISSIONER, JEFF CLARK, TO FILL THE VACANT POSITION OF EQUIPMENT OPERATOR 1, GRADE 4, \$12.40 - \$16.19(D1)

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted; to wit:

R E S O L U T I O N 13-128

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that Morgan County District 1 Commissioner, Jeff Clark, is hereby authorized to fill the vacant position of Equipment Operator 1, Grade 4, \$12.40 - \$16.19(D1), this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING DAVID HANNAH, DIRECTOR OF DATA PROCESSING, TO FILL THE VACANT POSITION OF NETWORK ADMINISTRATOR, GRADE 6, \$14.83 - \$19.34

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted; to wit:

R E S O L U T I O N 13-129

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that David Hannah, Director of Data Processing, is hereby authorized to fill the vacant position of Network Administrator, Grade 6, \$14.83 - \$19.34, this the 12th day of February, 2013.

ADOPTED RESOLUTION APPROVING CERTIFICATES TO SUBDIVIDE PROPERTIES LOCATED WITHIN MORGAN COUNTY

Mr. Randy Vest, member of the Commission, offered the motion to approve the following Certificates to Subdivide properties located within Morgan County:

W. T. Smith	Smith Road, SE – Blackwood Road	Dist. 3
Dale W. & Darleen Vinzant	Mardis Point Road	Dist. 4
Jerry Michael & Sheryl C. Childers	Childers Drive	Dist. 2
Brian Rodgers	Turney Ridge Road	Dist. 4

Jeffery Roan Owen

Owen King Road – Morrow Mtn. Road

Dist. 4

After being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously carried that the Certificates be approved as presented.

RESOLUTION 13-130

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the County Commission hereby approves the Certificate to Subdivide property located in Morgan County presented by W. T. Smith – Smith Road, SE – Blackwood Road – District 3, this the 12th day of February, 2013.

RESOLUTION 13-131

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the County Commission hereby approves the Certificate to Subdivide property located in Morgan County presented by Dale W. & Darleen Vinzant – Mardis Point Road – District 4, this the 12th day of February, 2013.

RESOLUTION 13-132

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the County Commission hereby approves the Certificate to Subdivide property located in Morgan County presented by Jerry Michael and Sheryl C. Childers – Childers Drive – District 2, this the 12th day of February, 2013.

RESOLUTION 13-133

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the County Commission hereby approves the Certificate to Subdivide property located in Morgan County presented by Brian Rodgers – Turney Ridge Road – District 4, this the 12th day of February, 2013.

RESOLUTION 13-134

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the County Commission hereby approves the Certificate to Subdivide property located in Morgan County presented by Jeffery Roan Owen – Owen King Road – Morrow Mtn. Road – District 4, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO APPLY FOR AND EXECUTE THE STATE SUB-GRANTEE AGREEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM HMGP DR (1971-375) WITH THE STATE OF ALABAMA EMERGENCY MANAGEMENT AGENCY FOR MORGAN COUNTY EMA-COMMUNITY SAFE ROOM PN 71-745, (BRINDLEE MOUNTAIN FIRE DEPARTMENT)

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-135

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to apply for and execute the State Sub-Grantee Agreement for the Hazard Mitigation Grant Program HMGP DR (1971-375) with the State of Alabama Emergency Management Agency for Morgan County EMA-Community Safe Room PN 71-745, (Brindlee Mountain Fire Department), this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO APPLY FOR AND EXECUTE THE STATE SUB-GRANTEE AGREEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM HMGP DR (1971-667) WITH THE STATE OF ALABAMA EMERGENCY MANAGEMENT AGENCY FOR MORGAN COUNTY COMMISSION-COMMUNITY SAFE ROOM PN 71-863, (OAK RIDGE FIRE DEPARTMENT)

Mr. Randy Vest, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-136

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to apply for and execute the State Sub-Grantee Agreement for the Hazard Mitigation Grant Program HMGP DR (1971-667) with the State of Alabama Emergency Management Agency for Morgan County Commission-Community Safe Room PN 71-863, (Oak Ridge Fire Department), this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO APPLY FOR AND EXECUTE THE STATE SUB-GRANTEE AGREEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM HMGP DR (1971-543) WITH THE STATE OF ALABAMA EMERGENCY MANAGEMENT AGENCY FOR MORGAN COUNTY COMMISSION-GENERATOR PN 71-1152, (TOWN OF SOMERVILLE)

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted; to-wit:

RESOLUTION 13-137

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to apply for and execute the State Sub-Grantee Agreement for the Hazard Mitigation Grant Program HMGP DR (1971-543) with the State of Alabama Emergency Management Agency for Morgan County Commission-Generator PN 71-1152, (Town of Somerville), this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE COOPERATIVE GRANT AGREEMENT #0IET FROM ALABAMA DEPARTMENT OF HOMELAND SECURITY FOR FEDERAL FUNDING IN THE AMOUNT OF \$13,500.00 FOR MORGAN COUNTY EMERGENCY MANAGEMENT AGENCY, EFFECTIVE JANUARY 1, 2013 THROUGH MAY 31, 2013

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-138

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to execute the Cooperative Grant Agreement #0IET from Alabama Department of Homeland Security for Federal funding in the amount of \$13,500.00 for Morgan County Emergency Management Agency, effective January 1, 2013 through May 31, 2013, this the 12th day of February, 2013.

ADOPTED RESOLUTION APPROVING CHECKS FOR THE MONTHS OF OCTOBER 2012 THROUGH JANUARY 2013

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-139

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby adopts resolution approving the following checks for the months of October 2012 through January 2013:

<u>Account</u>	<u>Check Numbers</u>	<u>Total Amount</u>
Accounts Payable	186365 - 189070	\$10,305,714.36
Payroll	189798 - 193468	644,503.59
Juvenile Court Boot Camp Fund	184 - 184	80,000.00
Homeland Security Fund	1424 - 1424	13,001.06
Accounts Payable ACH	858 - 1029	9,186,341.29
Payroll ACH	226 - 244	1,268,312.61
	Total	\$21,497,872.91

THIS the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO ENTER INTO AGREEMENTS WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION AND VOLKERT, INC. COVERING PRELIMINARY ENGINEERING COST FOR PROJECT MCP 52-137-12P, KIRBY BRIDGE ROAD BRIDGE REPLACEMENT LOCATED IN COMMISSION

DISTRICTS 1 AND 2, ANTICIPATED COST \$72,671.00 (FEDERAL FUNDS \$58,136.80, COUNTY FUNDS \$14,534.20)

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-140

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to enter into agreements with the Alabama Department of Transportation and Volkert, Inc. covering preliminary engineering cost for Project MCP 52-137-12P, Kirby Bridge Road bridge replacement located in Commission Districts 1 and 2, anticipated cost \$72,671.00 (Federal Funds \$58,136.80, County Funds \$14,534.20), this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO ENTER INTO AGREEMENTS WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION AND VOLKERT, INC. COVERING PRELIMINARY ENGINEERING COST FOR PROJECT MCP 52-136-12P, VAUGHN BRIDGE ROAD BRIDGE REPLACEMENT LOCATED IN COMMISSION DISTRICT 2, ANTICIPATED COST \$80,578.00 (FEDERAL FUNDS \$64,462.40, COUNTY FUNDS \$16,115.60)

Mr. Randy Vest, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-141

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to enter into agreements with the Alabama Department of Transportation and Volkert, Inc. covering preliminary engineering cost for Project MCP 52-136-12P, Vaughn Bridge Road bridge replacement located in Commission District 2, anticipated cost \$80,578.00 (Federal Funds \$64,462.40, County Funds \$16,115.60), this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN THE COUNTY BOND FINANCING REVIEW FORM IN COMPLIANCE WITH THE ACTS OF ALABAMA, 2009-757

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-142

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to sign the County Bond Financing Review Form in compliance with the Acts of Alabama, 2009-757, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR THE PAYMENT OF GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2013A

Mr. Randy Vest, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted; to wit:

RESOLUTION AND ORDER NO. 13-143

A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR THE PAYMENT OF \$9,900,000 GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2013A

BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF MORGAN COUNTY, ALABAMA, as follows:

ARTICLE 1

**Definitions; Provisions of General Application;
and Representations and Warranties of Issuer**

Section 1.01 Definitions

For all purposes of this Resolution and Order, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

(b) All references in this Resolution and Order to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this Resolution and Order as originally adopted.

(c) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Resolution and Order as a whole and not to any particular Article, Section or other subdivision.

(d) The term "person" shall include any individual, corporation, partnership, limited liability company or partnership, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

Authorized Denominations means with respect to all Warrants the amount of \$5,000 and any integral multiple thereof for each maturity.

Beneficial Owner shall have the meaning set forth in Section 3.05(a).

Book-Entry System means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

Business Day shall mean a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the State of Alabama and a day on which the payment system of the Federal Reserve System is operational.

Code shall mean the Internal Revenue Code of 1986, as amended, and all references to specific sections of the Code shall be deemed to include any and all respective successor provisions to such sections.

Continuing Disclosure Agreement shall mean the Continuing Disclosure Agreement dated the date of issuance of the Warrants executed and delivered by the Issuer in favor of the Holders.

County Depository shall mean (i) any incorporated state or national bank or banks in Morgan County selected by the governing body of the County each year as the County Depository or, if the governing body of the County is unable to designate any depository for the County funds as provided in Title 11 of the CODE OF ALABAMA 1975, the individual designated by the governing body of the County as treasurer of the County, pursuant to Title 11 of the Code, or (ii) any other duly designated or elected bank, corporation, person or official who shall have the duties of custodian pursuant to the aforesaid Code provisions, as the same may hereafter be altered or amended or pursuant to any other applicable general or local law; or if there be no such bank, corporation, person or official having such duties, the chief executive officer of the governing body of Morgan County, Alabama.

Direct Participant or **Direct Participants** means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

Enabling Law shall mean Chapter 28 of Title 11 of the Code of Alabama 1975.

Federal Securities shall mean direct general obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

Fiscal Year shall mean the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other fiscal year as may hereafter be adopted by the Issuer.

Holder when used with respect to any Warrant shall mean the person in whose name such Warrant is registered in the Warrant Register.

Indirect Participant or Indirect Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

Issuer shall mean Morgan County, Alabama and its successors and assigns.

Letter of Representation shall mean and include (i) the Letter of Representation with respect to the Warrants among the Issuer, the Paying Agent and the Securities Depository and (ii) any other or subsequent agreement by whatever name or identification with respect to the Warrants among said parties from time to time in effect.

Outstanding when used with respect to Warrants shall mean, as of the date of determination, all Warrants theretofore authenticated and delivered under this Resolution and Order, except: (1) Warrants theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation; and (2) Warrants for the payment or redemption of which money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Holders thereof, provided that, if such Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Resolution and Order or provision therefor satisfactory to the Paying Agent has been made; and (3) Warrants for the payment of which provisions have been made in accordance with Article 9; and (4) Warrants in exchange for or in lieu of which other warrants have been authenticated and delivered under this Resolution and Order.

Paying Agent means (i) The Bank of New York Mellon Trust Company, National Association, the bank designated as the registrar, authenticating agent and paying agent for the Warrants and as the depository for the Series 2013A Warrant Fund and (ii) any successor bank designated by the Issuer pursuant to the provisions of Article 7.03 hereof.

Principal Office of the Paying Agent shall mean the office where the Paying Agent maintains its designated trust office for purposes of this Resolution and Order, or such other office as shall be designated by the Paying Agent by written notice to the Issuer and the Holders.

Qualified Investments shall mean:

- (1) Federal Securities or a trust or fund consisting of Federal Securities, or
- (2) A certificate of deposit or time deposit issued by (i) the Paying Agent, or (ii) any other bank organized under the laws of the United States of America or any state thereof with capital, surplus and undivided profits of not less than \$50,000,000, provided in each case such deposit is insured by the Federal Deposit Insurance Corporation or such deposit is collaterally secured by the issuing bank by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such certificate less the amount of such deposit insured by the Federal Deposit Insurance Corporation.

Record Date means with respect to the Warrants, the 15th day, whether or not a Business Day, of the month next preceding each April 1 and October 1.

Refunded Warrants shall mean the Issuer's General Obligation Warrants, Series 2004.

Refunding Agreement shall mean the Refunding Trust Agreement dated March 1, 2013 by the Issuer and the Series 2004 Paying Agent.

Resolution and Order shall mean this Resolution and Order as originally adopted or as it may from time to time be supplemented, modified or amended.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

Series 2004 Paying Agent shall mean The Bank of New York Mellon Trust Company, National Association, as successor paying agent for the Refunded Warrants.

Series 2004 Warrant Resolution shall mean the Resolution and Order of the Issuer authorizing the Refunded Warrants.

Series 2013A Warrant Fund means the fund by that name established for the Warrants pursuant to Section 5.01.

Series 2013B Warrants means the General Obligation Refunding Warrants (Federally Taxable), Series 2013B, of the County.

Taxable shall mean that interest on the Warrants is includable in the gross income of any Holder thereof in the computation of federal income tax liability. Interest on the Warrants shall not be deemed "Taxable" because interest is includable in any calculation of income for any other type of taxation other than the regular federal tax imposed on income.

Tax Certificate and Agreement shall mean the Tax Certificate and Agreement dated the date of the Warrants by the Issuer.

Warrant means any Warrant authenticated and delivered pursuant to this Resolution and Order.

Warrant Register means the register or registers for the registration and transfer of Warrants maintained by the Issuer pursuant to Section 3.03.

Warrant Registrar means the agent of the Issuer appointed as such pursuant to Section 7.01 for the purpose of registering Warrants and transfers of Warrants.

Warrants means the General Obligation Refunding Warrants, Series 2013A, of the Issuer authorized pursuant to Section 3.01.

Section 1.02 Effect of Headings

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

Section 1.03 Binding Effect Upon Successors and Assigns

All the covenants, stipulations, promises and agreements in this Resolution and Order contained by or on behalf of the Issuer shall inure to the benefit of and bind its successors and assigns.

Section 1.04 Governing Law

This Resolution and Order shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 1.05 Enforceability

The provisions of this Resolution and Order are severable. In the event that any one or more of such provisions or the provisions of the Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Resolution and Order or of the Warrants, and this Resolution and Order and the Warrants shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 1.06 Repeal of Conflicting Provisions

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

Section 1.07 Provisions of Resolution and Order a Contract

The terms, provisions and conditions set forth in this Resolution and Order constitute a contract between the Issuer and the Holders from time to time of the Warrants and shall remain in full force and effect until the principal of and interest on the Warrants shall have been paid in full.

Section 1.08 Representation and Warranties of the Issuer Regarding Purpose of Financing and Compliance with Alabama Law

The Issuer hereby represents and warrants as follows:

(a) Purpose of Financing. It is necessary and desirable and in the public interest for the Issuer to issue the Warrants to provide for the following purposes:

- (1) to provide for the payment, redemption and retirement of the Refunded Warrants to realize a present value interest cost savings thereby; and
- (2) to pay issuance expenses of the Warrants.

(b) Compliance with Section 224 of the Constitution of Alabama of 1901, as amended. The assessed valuation of the taxable property in the Issuer for the preceding fiscal year (ending September 30, 2012) is not less than \$1,187,559,220, and the total indebtedness of the Issuer chargeable against the debt limitation for the Issuer prescribed by the Constitution of Alabama of 1901 is not more than five percent of said assessed valuation.

(c) Compliance with Enabling Law. In accordance with Section 11-28-4 of the Enabling Law, the aggregate principal amount of the Warrants of \$9,900,000, together with the aggregate principal amount of the Series 2013B Warrants of \$2,265,000, does not exceed the sum of:

(i) the outstanding principal amount of the Refunded Warrants:	\$11,000,000.00
(ii) the interest to accrue on the Refunded Warrants until April 1, 2014 (the redemption date):	\$821,437.50
(iii) the amount of any redemption premium:	\$0.00
(iv) the amount of any costs incurred (including without limitation original issue discount) in connection with the refunding of the Refunded Warrants:	<u>\$362,079.95</u>
Total	<u>\$12,183,517.45</u>

(d) Determination of Interest Costs Savings. The County will realize, upon the refunding of the Refunded Warrants, a net present value savings of \$2,106,299.26 and percent savings of 19.148175%. The weighted average maturity of the Warrants is 13.490 years and the remaining weighted average maturity of the Refunded Warrants is 13.486 years.

ARTICLE 2

Source of Payment; Security

Section 2.01 Source of Payment of Warrants

The indebtedness evidenced and ordered paid by the Warrants shall be a general obligation of the Issuer for the punctual payment of the principal of and interest on which the full faith, credit and taxing power of the Issuer are hereby sacredly and irrevocably pledged.

Section 2.02 Officers and Members of the Governing Body of the Issuer Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this Resolution and Order or of any Warrant, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, employee, or member of the governing body of the Issuer, or of any successor of any thereof, and all such liability of every name and nature, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such officer, employee, or member of the governing body of the Issuer as such, are hereby expressly waived and released as a condition of, and as a consideration for, the issuance of the Warrants.

Section 2.03 Expenses of Collection; Interest After Maturity

The Issuer covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Holders of the Warrants all

expenses incident to the collection of any unpaid portion thereof, including a reasonable attorneys' fee. The Warrants shall bear interest at the rate of 8% per annum or the maximum rate of interest allowed by law, whichever is less, from and after the respective maturity or due dates thereof, if not then paid.

ARTICLE 3

The Warrants

Section 3.01 Authorization and Description of the Warrants

(a) (1) Pursuant to the Constitution and laws of the State of Alabama, including particularly and without limitation the Enabling Law, and for the purposes set forth in Section 1.08 (a), there is hereby authorized to be issued a series of warrants designated "General Obligation Refunding Warrants, Series 2013A" in aggregate principal amount of \$9,900,000, in fully registered form without coupons, in Authorized Denominations, and numbered separately from one upward in the order of issuance.

(2) The Warrants shall be issued pursuant to a Book Entry System.

(b) The Warrants shall be dated March 1, 2013 and shall bear interest from such date at the applicable per annum rate therefor (computed on the basis of a 360-day year of 12 consecutive 30-day months), payable on October 1, 2013 and thereafter on April 1 and October 1 in each year.

(c) The Warrants shall mature on the first day of April in years and in principal amounts as follows and shall bear interest at the following per annum rates for all such Warrants maturing in the year set opposite such rate:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2014	\$135,000	0.600%
2015	150,000	0.800
2017	310,000	1.000
2019	315,000	1.350
2021	325,000	1.750
2023	335,000	2.100
2025	1,725,000	2.300
2026	1,585,000	2.400
2027	1,630,000	2.500
2028	1,670,000	2.600
2029	1,720,000	2.650

(d) The principal of and interest on the Warrants shall be payable as provided in this Resolution and Order and in the Warrants.

(e) The Warrants may be exchanged for a like aggregate principal amount of Warrants of the same maturity, of a different Authorized Denomination, as requested by the Holder surrendering the same, upon surrender of the Warrants to be exchanged at the office or agency of the Issuer at the Principal Office of the Paying Agent.

(f) The Warrants are subject to redemption prior to maturity upon the circumstances, in the manner, on the dates, in the amounts and order, at the redemption prices and upon the notice as provided in this Resolution and Order and as set forth in the Warrants.

(g) The form of the Warrants and the requisite certificates thereof shall be substantially as follows, with appropriate changes, variations and insertions as provided herein; provided that for the purpose of printing the Warrants the face of the Warrants need not include the entire text so long as the paragraphs not appearing on the face of the printed Warrant appear on the reverse side thereof:

**UNITED STATES OF AMERICA
STATE OF ALABAMA
MORGAN COUNTY
GENERAL OBLIGATION REFUNDING WARRANTS
SERIES 2013A**

No. R _____

DATED DATE:	MATURITY DATE:	INTEREST RATE:	CUSIP:
March 1, 2013	April 1, 20__		617073

MORGAN COUNTY, ALABAMA, in the State of Alabama (the "Issuer"), for value received, hereby acknowledges itself indebted to

CEDE & Co.

or registered assigns in the principal amount of

_____ DOLLARS (\$_____)

and hereby orders and directs the County Depository of the Issuer, or any person or entity which may succeed to its duties, to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter designated, said principal amount on the Maturity Date specified above, and to pay to said payee or registered assigns from said Warrant Fund interest on said principal amount from the date hereof at the Interest Rate per annum specified above, computed on the basis of a 360-day year of 12 consecutive 30-day months, payable on October 1, 2013 and on April 1 and October 1 in each year thereafter.

Authority for Issuance.

This warrant is one of a duly authorized issue of \$9,900,000 General Obligation Refunding Warrants, Series 2013A (the "Warrants"), issued pursuant to the authority of the Constitution and laws of the state of Alabama and a Resolution and Order and proceedings of the Issuer duly held, passed and conducted (the "Resolution and Order").

In the Resolution and Order the Issuer has appointed The Bank of New York Mellon Trust Company, National Association, as the paying agent and Warrant Registrar for the Warrants (the "Paying Agent"). Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Resolution and Order.

Reference is hereby made to the Resolution and Order, copies of which are on file at the Principal Office of the Paying Agent, for a description of the nature and extent of the security afforded by the Resolution and Order, the rights and duties of the Issuer and the Paying Agent with respect thereto, and the terms and conditions upon which the purchase, transfer and exchange of the Warrants are to be made, to and by all of which terms, conditions and provisions of the Resolution and Order the owner of this warrant, by the acquisition hereof, hereby assents and agrees to be bound.

Book Entry System

The Warrants are initially issued in Authorized Denominations pursuant to a Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee, all as more particularly provided in the Resolution and Order. In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof, the Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, the Paying Agent shall make payments of principal of and interest on the Warrants to the registered owners thereof as provided in the Warrants and the Resolution and Order, and the provisions of this warrant and of the Resolution and Order with respect to registration, transfer and exchange of warrants by the registered owners thereof shall apply.

Payment

Payment of interest on the Warrants shall be made by check or draft mailed by the Paying Agent to the Holders in whose names the Warrants are registered in the Warrant Register maintained by the Paying Agent at close of business on the Record Date (such payments to 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). Payment of the principal of the Warrants shall be made to the Holders only upon surrender of the Warrants at the Principal Office of the Paying Agent. All such payments of principal of and interest on the Warrants on behalf of the Issuer or the Paying Agent shall be made at par 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, and shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid.

Security

The indebtedness evidenced by the Warrants is a general obligation of the Issuer and the full faith and credit of the Issuer are hereby sacredly and irrevocably pledged to the punctual payment of the principal thereof and interest thereon.

The Issuer has established in the Resolution and Order a special fund designated "Series 2013A Warrant Fund" (the "Warrant Fund") for the payment of the principal of and interest on the Warrants and has obligated itself to pay or cause to be paid into the Warrant Fund, from the revenues or funds of the Issuer, sums sufficient to provide for the payment of the principal of and interest on the Warrants as the same shall become due and payable.

Redemption

Series 2013A Warrants

Optional Redemption

The Series 2013A Warrants having a stated maturity on or after April 1, 2021 will be subject to prior redemption at the option and direction, of the County, as a whole or in part in integral multiples of \$5,000, on April 1, 2020 or any date thereafter, in such order and amounts of maturity or maturities as the County may determine and by lot within a maturity, at a redemption price for each Series 2013A Warrant redeemed equal to the principal amount thereof to be redeemed plus accrued interest to the redemption date, without premium or penalty.

Mandatory Redemption

The Series 2013A Warrants having a stated maturity on April 1, 2017 (the "2017 Term Series 2013A Warrants") are subject to scheduled mandatory redemption, by lot, on April 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2017 Term Series 2013A Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2017 Term Series 2013A Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2016	\$155,000

\$155,000 principal amount of the 2017 Term Series 2013A Warrants is scheduled to be retired at maturity (April 1, 2017).

The Series 2013A Warrants having a stated maturity on April 1, 2019 (the "2019 Term Series 2013A Warrants") are subject to scheduled mandatory redemption, by lot, on April 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2019 Term Series 2013A Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2019 Term Series 2013A Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2018	\$155,000

\$160,000 principal amount of the 2019 Term Series 2013A Warrants is scheduled to be retired at maturity (April 1, 2019).

The Series 2013A Warrants having a stated maturity on April 1, 2021 (the "2021 Term Series 2013A Warrants") are subject to scheduled mandatory redemption, by lot, on April 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2021 Term Series 2013A Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2021 Term Series 2013A Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2020	\$160,000

\$165,000 principal amount of the 2021 Term Series 2013A Warrants is scheduled to be retired at maturity (April 1, 2021).

The Series 2013A Warrants having a stated maturity on April 1, 2023 (the “2023 Term Series 2013A Warrants”) are subject to scheduled mandatory redemption, by lot, on April 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2023 Term Series 2013A Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2023 Term Series 2013A Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2022	\$165,000

\$170,000 principal amount of the 2023 Term Series 2013A Warrants is scheduled to be retired at maturity (April 1, 2023).

The Series 2013A Warrants having a stated maturity on April 1, 2025 (the “2025 Term Series 2013A Warrants”) are subject to scheduled mandatory redemption, by lot, on April 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2025 Term Series 2013A Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2025 Term Series 2013A Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2024	\$175,000

\$1,550,000 principal amount of the 2025 Term Series 2013A Warrants is scheduled to be retired at maturity (April 1, 2025).

Any redemption shall be made in the manner, upon the notice, and on the terms and conditions provided in the Resolution and Order. If less than all of the Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those of such Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate. If less than all the Warrants are to be redeemed during a period in which the Book-Entry System is not in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date on the basis of the smallest Authorized Denomination of such Warrants, and the Paying Agent shall select, by lot or by such method as the Paying Agent shall deem fair and appropriate, the order and amount of the Warrants to be redeemed within a maturity.

Warrants (or portions thereof) for the redemption and payment of which provision has been made and notice thereof given all in accordance with the Resolution and Order shall thereupon cease to be entitled to the benefits of the Resolution and Order and shall cease to bear interest from and after the date fixed for redemption unless default shall be made in the payment of the redemption price.

Registration, Transfer and Exchange

This warrant shall be registered on the Warrant Register to be maintained by the Issuer for that purpose at the Principal Office of the Paying Agent and this warrant shall be transferable only upon said register at said office by the registered owner or by his duly authorized attorney. Such transfer shall be without charge to the registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid and evidence satisfactory to the Issuer of the satisfaction of all transfer

restrictions shall be presented by the registered owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon surrender for transfer of this warrant, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, in exchange for this warrant, a new warrant or warrants of like tenor hereof, registered in the name of the transferee, in an aggregate principal amount equal to the unpaid or unredeemed portion of principal of this warrant. Provision is made in the Resolution and Order for the replacement of any Warrant which shall be or become mutilated, lost, stolen or destroyed, by the issuance, authentication and registration of a new Warrant of like tenor, subject, however, to the terms, conditions and limitations contained in the Resolution and Order with respect thereto. The Paying Agent shall not be required to transfer or exchange this warrant during the period between the Record Date and the then next succeeding interest payment date and, in the event that this warrant is duly called for redemption, the Paying Agent shall not be required to transfer or exchange this warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

The Issuer, the Paying Agent, and any Warrant Registrar may deem and treat the person in whose name this warrant is registered as the absolute owner hereof for all purposes and neither the Issuer, any Paying Agent, nor any Warrant Registrar shall be affected by any notice to the contrary.

General

No covenant or agreement contained in this warrant or in the Resolution and Order shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the Issuer or of the Paying Agent in its individual capacity and none of such parties or persons nor any officer executing this warrant shall be liable personally on this warrant or be subject to any personal liability or accountability by reason of the issuance of this warrant.

This warrant shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration inscribed hereon shall have been executed by the Paying Agent by the manual signature of one of its authorized officers.

It is hereby recited, certified 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 in the manner provided by law, that the Warrants represent valid claims against the Warrant Fund, 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 execution, registration and issuance of this warrant and the adoption of the Resolution and Order have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this warrant, together with all other indebtedness of the Issuer, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Issuer, acting by and through the County Commission of the Issuer as the governing body thereof, has caused this warrant to be executed in its name and on its behalf by the Chairman of the Morgan County Commission, has caused its corporate seal to be affixed hereto and the same attested by the Chief Administrative Officer of the Issuer, and has caused this warrant to be dated the date and year specified above.

MORGAN COUNTY, ALABAMA

By _____
Chairman of the Morgan County Commission

SEAL

Attest: _____
Chief Administrative Officer

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a claim against Morgan County, in the State of Alabama, and the Series 2013A Warrant Fund referred to herein.

Chairman of the Morgan County Commission

AUTHENTICATION AND REGISTRATION DATE: MARCH 1, 2013

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This warrant is hereby authenticated and has been registered by Morgan County, Alabama on the registration books maintained with the Paying Agent in the name of the above registered owner on the Authentication and Registration Date noted above.

**THE BANK OF NEW YORK MELLON TRUST COMPANY,
NATIONAL ASSOCIATION**

By _____
Its Authorized Officer

ASSIGNMENT

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

Dated this ____ day of _____, ____.

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

Signature Guaranteed:*

(Bank, Trust Company or Firm)

By _____
(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).

Notice By Securities Depository

Unless the within Warrant is presented by an authorized representative of the Securities Depository (as defined in the Resolution and Order referenced in the within Warrant), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of the Securities Depository or the Securities Depository Nominee (as defined in the Resolution and Order referenced in the within Warrant), as the case may be, or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to the Securities Depository or the Securities Depository Nominee or to such other entity as is requested by an authorized representative of the Securities Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the Securities Depository or Securities Depository Nominee, as the case may be, has an interest herein.

Section 3.02 Execution, Authentication, and Delivery of Warrants

(a) The Warrants shall be executed for and on behalf of the Issuer by the manual signature of the Chairman of the Morgan County Commission and attested by the manual signature of the Chief Administrative Officer of the Issuer, and the corporate seal of the Issuer shall be affixed to each Warrant by manual imprint thereon. The Warrants shall be registered by the Chairman of the Morgan County Commission as a claim against the Issuer and the Series 2013A Warrant Fund. The Registration Certificate shall be executed by the manual signature of the Chairman of the Morgan County Commission. The Chairman of the Morgan County Commission and the Chief Administrative Officer of the Issuer are hereby authorized and directed to so execute, attest and register the Warrants as provided above. In the event that any officer whose signature appears on any of the Warrants or who shall have sealed any of the Warrants shall cease to be such officer before the authentication, registration, and delivery of such Warrants, or in the event that the seal imprinted on the Warrants shall cease to be an accurate representation of the seal of the Issuer, such Warrants may, upon the request of the Issuer, be authenticated, registered, and delivered, as herein provided, as though the person who signed such Warrants had not ceased to be such officer of the Issuer or as though the Issuer had not altered its corporate seal prior to the delivery of such Warrants.

(b) At any time and from time to time after the execution and delivery of this Resolution and Order the Issuer may deliver Warrants executed by the Issuer to the Paying Agent for authentication and the Paying Agent shall authenticate and deliver such Warrants as in this Resolution and Order provided and not otherwise.

(c) No Warrant shall be valid or obligatory for any purpose unless there appears on such Warrant a certificate of authentication and registration 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, registered, and delivered hereunder.

Section 3.03 Registration of Warrants

The Issuer shall cause to be kept at the Principal Office of the Paying Agent a register (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 "Warrant Registrar" for the purpose of registering Warrants and transfers of Warrants as herein provided.

Section 3.04 Registration, Transfer, and Exchange of Warrants; Replacement of Mutilated, Lost, Destroyed or Stolen Warrants

(a) The Warrants will be registered in the names of the Holders thereof on the Warrant Register. The Issuer, the Paying Agent and any agent of the Issuer or the Paying Agent may treat the person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of and interest on such Warrant and for all other purposes whatsoever whether or not such Warrant be overdue, and, to the extent permitted by law, neither the Issuer, the Paying Agent nor any such agent shall be affected by notice to the contrary.

(b) Upon surrender for transfer of any Warrant at the Principal Office of the Paying Agent, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, in the name of the designated transferee or transferees, one or more new Warrants of the same series, of any Authorized Denominations and in a principal amount equal to the unpaid or unredeemed portion of the principal of the Warrant so presented.

(c) If and to the extent so provided with respect to the Warrants, at the option of the Holder, Warrants may be exchanged for other Warrants of any Authorized Denomination and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Principal Office of the Paying Agent. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, the Warrants which the Holder making the exchange is entitled to receive.

(d) Every Warrant presented or surrendered for transfer or exchange shall (if so required by the Issuer or the Warrant Registrar) be duly endorsed or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Warrant Registrar duly executed by the Holder thereof or his attorney duly authorized in writing.

(e) The Paying Agent shall not be required to transfer or exchange any Warrant during the period between the Record Date and the then next succeeding interest payment date; and, in the event that any Warrant (or any part thereof) is duly called for redemption, the Paying Agent shall not be required to transfer or

exchange any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

(f) All Warrants surrendered upon any exchange or transfer provided for in this Resolution and Order shall be cancelled as provided in Section 3.07.

(g) If (1) 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 (2) 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 the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(h) Upon the transfer or exchange of Warrants, or 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.

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

(j) 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 3.05 Book-Entry System

(a) The Warrants shall be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of any Warrant to any person. One Warrant for each maturity will be issued, registered in the name of the Securities Depository Nominee, and immobilized in the custody of the Securities Depository. Beneficial ownership interests in Warrants held by the Securities Depository may be purchased by or through Direct Participants. The holders of these beneficial ownership interests in such Warrants are referred to as the "Beneficial Owners." The Beneficial Owners will not receive certificated warrants representing their beneficial ownership interests. Ownership of the interests in Warrants in Authorized Denominations will be evidenced on the records of the Securities Depository and the Direct Participants and Indirect Participants pursuant to rules and procedures established by the Securities Depository. During a period in which the Book-Entry System is in effect for the Warrants the Issuer and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only registered owner of such Warrants for all purposes under this Resolution and Order, including, without limitation, receipt of all principal of, premium (if any) and interest on the Warrants, receipt of notices, voting, and requesting or directing the Paying Agent or Issuer to take or not to take, or consenting to, certain actions under this Resolution and Order. In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under this Resolution and Order to any Direct Participant or Indirect Participant, the Issuer and the Paying Agent shall treat such assignee or assignees as the only registered owner or owners of the Warrants for the purpose of exercising such rights so assigned.

(b) During a period in which the Book-Entry System is in effect for the Warrants, payments of principal and interest with respect to such Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder, and as provided in the Letter of Representation; provided, that payment of the principal of such Warrants due at final maturity or upon redemption in whole of any of such Warrants shall be made only upon surrender thereof at the principal corporate office of the Paying Agent. The Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners. All such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of and interest on such Warrants on behalf of the Issuer or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid, and the Issuer and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising

or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.

(c) Transfers of ownership interests in the Warrants by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Warrants, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as may be in effect from time to time. For every transfer and exchange of beneficial ownership in such Warrants, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(d) Redemption notices (if any) respecting Warrants held by the Securities Depository shall be sent to the Securities Depository Nominee by the Paying Agent and redemption of Warrants shall be effected as provided in Article 4.

(e) In the event that (1) the Securities Depository ceases to act as the securities depository for the Warrants or (2) the Issuer determines that the continuation of the Book-Entry System for the Warrants would adversely affect the interests of the Beneficial Owners of such Warrants, the Issuer shall discontinue the Book-Entry System for such Warrants. If the Issuer fails to appoint another qualified securities depository to replace the then acting Securities Depository, the Issuer will cause the Paying Agent to authenticate and deliver fully registered certificated Warrants to each Beneficial Owner in evidence of the ownership interests thereof. If the Book-Entry System is discontinued for the Warrants, payments to, and transfers of Warrants by, the Beneficial Owners shall be governed by the provisions set forth in this Resolution and Order with respect thereto.

(f) The Issuer may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Paying Agent serving in the capacity of custodian) to provide for a Book-Entry System or similar method for the registration and transfer of the Warrants.

(g) During a period in which the Book-Entry System is in effect for the Warrants in accordance herewith, the provisions of this Resolution and Order and such Warrants shall be construed in accordance with the Letter of Representation and to give full effect to such Book-Entry System.

(h) The Beneficial Owners of all the Warrants, by their acquisition of any beneficial interest in a Warrant or Warrants, and the Securities Depository, the Securities Depository Nominee, and all Direct Participants and all Indirect Participants, severally agree that the Issuer and the Paying Agent shall not have any responsibility or obligation to any Direct Participant or any Indirect Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or any Indirect Participant; (2) the payment by the Securities Depository or any Direct Participant or any Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and interest on the Warrants; (3) the delivery or timeliness of delivery by the Securities Depository or any Direct Participant or any Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this Resolution and Order to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.

(i) The Securities Depository may determine to discontinue the Book-Entry System with respect to the Warrants at any time upon notice to the Issuer and the Paying Agent and upon discharge of its responsibilities with respect thereto under applicable law. Upon such notice and compliance with law the Book-Entry System for the Warrants will be discontinued unless a successor securities depository is appointed by the Issuer. In addition, the Issuer may discontinue the Book-Entry System for the Warrants at any time by reasonable notice to the Securities Depository and to the Beneficial Owners.

(j) In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Warrants will be registered in the names of the owners thereof on the Warrant Register, the Paying Agent will make payments of principal of, premium (if any) and interest on such Warrants to the registered owners thereof as provided in the Warrants and this Resolution and Order, and the provisions of Section 3.04 with respect to registration, transfer and exchange of such Warrants by the registered owners thereof shall apply.

Section 3.06 Payment of Warrants; Payment Dates

(a) The principal of and interest on the Warrants shall be payable as provided in this Resolution and Order and in the Warrants; provided, the final principal payment on such Warrants shall be payable only upon presentation thereof at the Principal Office of the Paying Agent.

(b) 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.

Section 3.07 Cancellation of Surrendered Warrants

All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Paying Agent. 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 Resolution and Order.

Section 3.08 Application of Proceeds of Warrants

The net proceeds of the Warrants \$9,660,417.35 (\$9,900,000 principal amount less underwriting discount of \$108,900.00 and less net original issue discount of \$130,682.65) shall be applied as follows:

(a) the amount of \$59,602.62 shall be delivered to the Paying Agent and applied to the payment of issuance expenses upon written direction of the Issuer, and any balance remaining shall be delivered to the Issuer;

(b) the amount of \$9,600,814.73 shall be transferred to the Series 2004 Paying Agent under the Refunding Agreement and applied to the payment and retirement of the Refunded Warrants as provided in Section 3.09.

Section 3.09 Refunding and Redemption of Refunded Warrants of the Issuer

(a) Application of Warrant Proceeds for Refunding of Refunded Warrants.

(i) The Treasurer of the Issuer is authorized and directed to deliver to the Series 2004 Paying Agent on the date of issuance of the Warrants the amount referenced in Section 3.08(c) accompanied by directions to deposit such funds in the Series 2004 Warrant Fund (as defined in the Series 2004 Warrant Resolution) for the redemption of the Refunded Warrants.

(ii) The Series 2004 Paying Agent is authorized and directed to (A) deposit such funds in the Series 2004 Warrant Fund, (B) invest such funds as provided in the Series 2004 Warrant Resolution, and (C) apply such funds to the payment and redemption of the Refunded Warrants as provided in the Series 2004 Warrant Resolution and Section 3.09(b) hereof.

(b) Redemption of Refunded Warrants.

(i) The Issuer does hereby call for redemption the Refunded Warrants of the Issuer on April 1, 2014 at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the redemption date.

(ii) The Issuer does hereby confer upon the Series 2004 Paying Agent irrevocable power to give, for and in the name of the Issuer, a notice of redemption of the Refunded Warrants of the Issuer in accordance with the terms thereof.

(iii) The Series 2004 Paying Agent is hereby directed to effect redemption of the Refunded Warrants of the Issuer as provided herein.

(iv) The Issuer covenants and agrees it will not amend or repeal the call for redemption of the Refunded Warrants of the Issuer as provided herein.

ARTICLE 4

Redemption of Warrants

Section 4.01 General Applicability of Article

The Warrants shall be subject to redemption in accordance with their terms and in accordance with this Article.

Section 4.02 Election to Redeem; Notice to Paying Agent

The election of the Issuer to exercise any right of optional redemption shall be given by written notice to the Paying Agent not less than 45 days prior to the proposed redemption date. In case of any redemption at the option of the Issuer of less than all of the principal amount of the Outstanding Warrants, the Issuer shall, at least 60 days prior to the date fixed by the Issuer for redemption of Warrants (unless a shorter notice shall be satisfactory to the Paying Agent) notify the Paying Agent of such redemption date and of the principal amount of Warrants to be redeemed.

Section 4.03 Selection of Warrants to be Redeemed

(a) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate.

(b) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is not in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, on the basis of the smallest Authorized Denomination of such Warrants, and the Paying Agent shall select, by lot or by such method as the Paying Agent shall deem fair and appropriate, the order and amount of Warrants to be redeemed within a maturity.

(c) For all purposes of this Resolution and Order, 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.

Section 4.04 Notice of Redemption

(a) Notice of any intended redemption shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), or, if the Securities Depository or Securities Depository Nominee is the Holder, at the times and in the manner as provided in the Letter of Representation, at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof. During a period in which the Book-Entry System is in effect, notice of any intended redemption may also be given to each Beneficial Owner, all or portion of the interest of which in such Warrants is to be redeemed, by the Direct Participants and, where appropriate, by the Indirect Participants, pursuant to arrangements among said parties, subject to statutory and regulatory requirements in effect from time to time; provided, however, any Beneficial Owner may waive the requirement of notice as to the redemption of the interest thereof in the Warrants.

(b) All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) 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,

(4) 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

(5) the place or places where the Warrants to be redeemed are to be surrendered for payment of the redemption price.

Section 4.05 Payment of Redemption Price

Prior to any redemption date, the Issuer shall deposit or cause to be deposited with the Paying Agent an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price.

Section 4.06 Warrants Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified 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. Upon presentation of any such Warrant for redemption, or compliance with the requirements of the Securities Depository with respect to redemption in part, in accordance with said notice such Warrant shall be paid by the Issuer at the redemption price. Installments of interest due on or prior to the redemption date shall be payable to the Holders of the Warrants according to the terms of such Warrants and the provisions of this Resolution and Order.

(b) If any Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal of the Warrant to be so redeemed shall, until paid, continue to bear interest from the redemption date at the rate prescribed in such Warrant.

Section 4.07 Warrants Redeemed in Part

(a) During a period in which the Book-Entry System is in effect for the Warrants, the recordation and evidence of any reduction in the aggregate principal amount of the Warrants as a result of the redemption of a portion thereof shall be made in accordance with the Letter of Representation and the rules and procedures of the Securities Depository with respect thereto from time to time in effect.

(b) During a period in which the Book-Entry System is not in effect for the Warrants, unless otherwise provided herein, any Warrant which is to be redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent (with, if the Issuer or the Paying Agent requires, due endorsement by, or a written instrument of assignment or transfer in form satisfactory to the Issuer and the Paying Agent duly executed by the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants of any Authorized Denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

ARTICLE 5

The Series 2013A Warrant Fund

Section 5.01 The Series 2013A Warrant Fund

(a) There is hereby established a special fund which shall be designated the "Series 2013A Warrant Fund". The Paying Agent shall be the depository, custodian and disbursing agent for the Series 2013A Warrant Fund. The money in the Series 2013A Warrant Fund shall be used only to pay principal of and interest on the Warrants as the same shall become due and payable.

(b) The Chairman of the Morgan County Commission and the Chief Administrative Officer are authorized and directed to deposit in the Series 2013A Warrant Fund the following amounts on the following dates:

(1) Simultaneously with the delivery of the Warrants to the original purchaser thereof, the amount received as accrued interest on the Warrants, which amount shall be credited against the deposits required by paragraph (2) of this subsection until exhausted.

(2) On or before the twentieth day of each March and September in each year, an amount equal to the interest coming due on the Warrants on the next ensuing interest payment date with respect to the Warrants.

(3) On or before the twentieth day in March in each year, an amount equal to the principal maturing on the Warrants on the next ensuing principal payment date with respect to the Warrants.

(4) All other money required to be deposited in the Series 2013A Warrant Fund pursuant to this Resolution and Order.

(c) The Paying Agent will deposit in the Series 2013A Warrant Fund all money received by the Paying Agent when accompanied by directions that such money is to be deposited in the Series 2013A Warrant Fund.

(d) The Issuer and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Series 2013A Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Series 2013A Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 12 months from the date of receipt of such income or profits.

(e) The Issuer acknowledges that deposits and transfers to the Series 2013A Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of and interest on the Warrants as the same shall become due and payable. If on any principal or interest payment date the amount on deposit in the Series 2013A Warrant Fund is insufficient to pay the principal of and interest on the Warrants due and payable on such date, the Issuer will forthwith pay any such deficiency into the Series 2013A Warrant Fund.

(f) The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient money from the Series 2013A Warrant Fund to pay the principal of and interest on the Warrants as the same shall become due and payable, whether at maturity or otherwise.

(g) The Issuer shall collect the revenues, income, taxes, assets and resources of the Issuer and the Issuer shall promptly deposit into the Series 2013A Warrant Fund from the aforesaid sources all amounts required to be deposited in the Series 2013A Warrant Fund at the times therefor.

Section 5.02 Investment of and Security For Series 2013A Warrant Fund

(a) Money in the Series 2013A Warrant Fund shall be invested by the Paying Agent at the written direction of the Issuer in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the Issuer and the Paying Agent anticipate that money from the fund invested will be required hereunder. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment if made in compliance herewith.

(b) All income derived from the investment of money on deposit in the Series 2013A Warrant Fund shall remain therein and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Series 2013A Warrant Fund shall be charged thereto and added to the next ensuing deposit specified therefor.

(c) The moneys at any time on deposit in the Series 2013A Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which said fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Series 2013A Warrant Fund continuously secured for the benefit of the Issuer and the Holders, either (1) by holding on deposit as collateral security Federal Securities or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or (2) if the furnishing of security in the manner provided in (1) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public trust funds; provided, however, that it shall not be necessary for the Paying Agent to secure any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or to secure any portion of the moneys that are invested as herein provided.

ARTICLE 6

Special Covenants of the Issuer

Section 6.01 Approval of Continuing Disclosure Agreement

(a) The Continuing Disclosure Agreement, in substantially the form and of substantially the content as the form of Continuing Disclosure Agreement presented to and considered by the County Commission of the Issuer, is hereby authorized, approved and adopted.

(b) The Chairman of the Morgan County Commission is hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable and shall approve, which approval shall be conclusively evidenced by his executing the Continuing Disclosure Agreement as herein provided, and the Chief Administrative Officer is hereby authorized and directed to affix to the Continuing Disclosure Agreement the seal of the Issuer and to attest the same.

Section 6.02 Approval of Refunding Agreement

(a) The Refunding Agreement, in substantially the form and of substantially the content as the form of Refunding Agreement presented to and considered by the County Commission of the Issuer, is hereby authorized, approved and adopted.

(b) The Chairman of the Morgan County Commission is hereby authorized and directed to execute and deliver the Refunding Agreement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable and shall approve, which approval shall be conclusively evidenced by his executing the Refunding Agreement as herein provided, and the Chief Administrative Officer is hereby authorized and directed to affix to the Refunding Agreement the seal of the Issuer and to attest the same.

Section 6.03 Covenants With Respect to Tax Exemption for Interest; Designation of the Warrants Pursuant to Section 265 of the Code

(a) (1) The Issuer covenants and agrees to duly and punctually observe and perform all agreements and covenants thereof under the Tax Certificate and Agreement.

(2) The Issuer covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest on the Warrants to be Taxable.

(b) The Issuer hereby designates the Warrants as "qualified tax-exempt obligations" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The Issuer does hereby represent that neither it nor its "subordinate entities" has issued in the aggregate more that \$10,000,000 of "qualified tax-exempt obligations" during calendar year 2013, and the Issuer does hereby further represent that it reasonably anticipates that the amount of neither "qualified tax-exempt obligations" nor "tax-exempt obligations" which will be issued by the Issuer or its "subordinate entities" during calendar year 2013 will exceed \$10,000,000.

ARTICLE 7

The Paying Agent

Section 7.01 Designation of Paying Agent

The Issuer does hereby designate and appoint The Bank of New York Mellon Trust Company, National Association, as the depository for the Series 2013A Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

Section 7.02 Duties of Paying Agent; Payments at Par

(a) The Paying Agent, by acceptance of its duties hereunder, shall have undertaken to perform only such duties as are specifically set forth in this Resolution and Order and no implied covenants or obligations shall be read in this Resolution and Order against the Paying Agent.

(b) The Paying Agent, by acceptance of its duties hereunder, shall be construed to have agreed thereby with the Holders from time to time of the Warrants that it will make all remittances of principal of and interest on the Warrants from money supplied by the Issuer for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses. The Issuer hereby covenants and agrees with the Holders and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

(c) No provision of this Resolution and Order shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 7.03 Resignation and Removal; Appointment of Successor

(a) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the Issuer at least thirty (30) days prior to the date when such resignation shall take effect.

(b) If at any time the Paying Agent shall resign or be or become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer may remove the Paying Agent and the Issuer shall promptly appoint a successor Paying Agent.

Section 7.04 Qualification of and Acceptance of Appointment by Successor

(a) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$20,000,000.

(b) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

Section 7.05 Merger or Consolidation

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder, without the execution or filing of any paper or any further act on the part of the Issuer, the Holders, or the Paying Agent. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

ARTICLE 8

Sale of Warrants; Official Statement

Section 8.01 Sale and Delivery of Warrants; Closing Papers

The Warrants are hereby sold to Merchant Capital, LLC, upon the payment to the Issuer of the purchase price of \$9,660,417.35 (the principal amount thereof less underwriter's discount of \$108,900.00 and less net original issue discount of \$130,682.65). The County Commission has determined that the sale of the Warrants to such purchaser on such terms is most advantageous to the Issuer. The Warrant Purchase Agreement presented to this meeting is hereby approved and the Chairman of the Morgan County Commission and Chief Administrative Officer are authorized to execute such Agreement. Any prior execution by the Chairman of the Morgan County Commission and Chief Administrative Officer is hereby ratified and approved. The Warrants shall be delivered to such purchaser through The Depository Trust Company, New York, New York, upon the payment to the Issuer of the aforesaid purchase price. The Chairman of the Morgan County Commission and the Chief Administrative Officer, or any of them, are hereby authorized and directed to effect

such delivery and in connection therewith to deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrants; the exclusion of the interest on the Warrants from the gross income of the Holders thereof for federal income taxation; the exemption of interest on the Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The Chairman of the Morgan County Commission shall give a receipt to the purchaser for the purchase price paid, and such receipt shall be full acquittal to the purchaser and said purchaser shall not be required to see to, or be responsible for, the application of the proceeds of the Warrants. Nevertheless, the proceeds of the Warrants shall be held in trust and applied solely for the purposes specified in this Resolution and Order.

Section 8.02 Approval of Official Statement for the Warrants

(a) The Official Statement dated the date of adoption (the "Official Statement") with respect to the Warrants in substantially the form and of substantially the content as the Official Statement presented to and considered by the County Commission, is hereby authorized, approved and adopted.

(b) The County Commission does hereby find and determine that the Official Statement is true and correct and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The Chairman of the Morgan County Commission is hereby authorized to date the Official Statement the date of the adoption thereof and to execute and deliver the Official Statement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable in order to state fully and correctly the pertinent facts concerning the Issuer and the Warrants.

(d) The Chairman of the Morgan County Commission is authorized and directed to cause distribution of the Official Statement to be made to prospective purchasers of the Warrants.

ARTICLE 9

Payment of Warrants

(a) Warrants for the payment of which moneys shall have been set aside and held by the Paying Agent on the maturity thereof shall be deemed to have been paid and no longer Outstanding under this Resolution and Order.

(b) Warrants shall, prior to the maturity date thereof, be deemed to have been paid and no longer Outstanding under this Resolution and Order if there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time and available for such purpose, shall be sufficient, to pay when due the principal of and interest due and to become due on said Warrants on and prior to the maturity date thereof and in the event said Warrants are not by their terms subject to payment within the next succeeding 90 days, the Issuer shall have given the Paying Agent in form satisfactory to it irrevocable instructions to mail a notice to the Holders thereof that the deposit required herein shall have been made with the Paying Agent and that said Warrants are deemed to have been paid in accordance with this Section and no longer Outstanding under this Resolution and Order and stating such maturity date or dates upon which moneys are to be available for the payment of the principal of said Warrants.

(c) Neither Federal Securities nor moneys deposited with the Paying Agent pursuant to this Section nor principal nor interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Warrants; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested, at the written direction of the Issuer, in Federal Securities maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Warrants on and prior to such redemption date or maturity date thereof, as the case may be.

(d) Any amounts remaining in the Series 2013A Warrant Fund after payment in full of the Warrants (or provision made therefor in accordance with this Article 9), and payment of the fees, charges and expenses of the Paying Agent and all other amounts required to be paid hereunder, shall be paid to the Issuer.

The foregoing Resolution and Order was adopted this 12th day of February, 2013.

Chairman of the Morgan County Commission

SEAL

Authenticated and Attested:

Chief Administrative Officer

After said Resolution and Order had been discussed and considered in full by the County Commission, it was moved by _____ that said Resolution and Order be now placed upon its final passage and adopted. The motion was seconded by _____. The question being put as to the adoption of said motion and the final passage and adoption of said Resolution and Order, the roll was called with the following results:

Ayes: Ray Long, Chairman
 Jeff Clark
 Randy Vest
 Don Stisher
 Greg Abercrombie

Nays: None

The Chairman thereupon declared said motion carried and the Resolution and Order passed and adopted as introduced and read.

* * *

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

Minutes approved:

Chairman of the Morgan County Commission

Member of the Morgan County Commission

STATE OF ALABAMA)
MORGAN COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting Chairman of the Morgan County Commission (the "County Commission"); (2) as Chairman of the County Commission I have access to all original records of the County Commission and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the County Commission duly held on February 12, 2013, the original of which is on file and of record in the minute book of the County Commission in my custody; (4) the Resolution and Order set forth in such excerpts is a complete, verbatim and compared copy of such Resolution and Order as introduced and adopted by the County Commission on such date; and (5) said Resolution and Order is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Morgan County Commission this March 1, 2013.

Chairman of the Morgan County Commission

SEAL

ADOPTED RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR THE PAYMENT OF GENERAL OBLIGATION REFUNDING WARRANTS (FEDERALLY TAXABLE), SERIES 2013B

Mr. Don Stisher, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted; to wit:

RESOLUTION AND ORDER NO. 13-144

A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR THE PAYMENT OF \$2,265,000 GENERAL OBLIGATION REFUNDING WARRANTS (FEDERALLY TAXABLE), SERIES 2013B

BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF MORGAN COUNTY, ALABAMA, as follows:

ARTICLE 1

**Definitions; Provisions of General Application;
and Representations and Warranties of Issuer**

Section 1.01 Definitions

For all purposes of this Resolution and Order, except as otherwise expressly provided or unless the context otherwise requires:

- (a) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.
 - (b) All references in this Resolution and Order to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this Resolution and Order as originally adopted.
 - (c) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Resolution and Order as a whole and not to any particular Article, Section or other subdivision.
-

(d) The term "person" shall include any individual, corporation, partnership, limited liability company or partnership, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

Authorized Denominations means with respect to all Warrants the amount of \$5,000 and any integral multiple thereof for each maturity.

Beneficial Owner shall have the meaning set forth in Section 3.05(a).

Book-Entry System means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

Business Day shall mean a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the State of Alabama and a day on which the payment system of the Federal Reserve System is operational.

Continuing Disclosure Agreement shall mean the Continuing Disclosure Agreement dated the date of issuance of the Warrants executed and delivered by the Issuer in favor of the Holders.

County Depository shall mean (i) any incorporated state or national bank or banks in Morgan County selected by the governing body of the County each year as the County Depository or, if the governing body of the County is unable to designate any depository for the County funds as provided in Title 11 of the CODE OF ALABAMA 1975, the individual designated by the governing body of the County as treasurer of the County, pursuant to Title 11 of the Code, or (ii) any other duly designated or elected bank, corporation, person or official who shall have the duties of custodian pursuant to the aforesaid Code provisions, as the same may hereafter be altered or amended or pursuant to any other applicable general or local law; or if there be no such bank, corporation, person or official having such duties, the chief executive officer of the governing body of Morgan County, Alabama.

Direct Participant or **Direct Participants** means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

Enabling Law shall mean Chapter 28 of Title 11 of the Code of Alabama 1975.

Federal Securities shall mean direct general obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

Fiscal Year shall mean the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other fiscal year as may hereafter be adopted by the Issuer.

Holder when used with respect to any Warrant shall mean the person in whose name such Warrant is registered in the Warrant Register.

Indirect Participant or Indirect Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

Issuer shall mean Morgan County, Alabama and its successors and assigns.

Letter of Representation shall mean and include (i) the Letter of Representation with respect to the Warrants among the Issuer, the Paying Agent and the Securities Depository and (ii) any other or subsequent agreement by whatever name or identification with respect to the Warrants among said parties from time to time in effect.

Outstanding when used with respect to Warrants shall mean, as of the date of determination, all Warrants theretofore authenticated and delivered under this Resolution and Order, except: (1) Warrants theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation; and (2) Warrants for the payment or redemption of which money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Holders thereof, provided that, if such Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Resolution and Order or provision therefor satisfactory to the Paying Agent has been made; and (3) Warrants for the payment of which provisions have been made in

accordance with Article 9; and (4) Warrants in exchange for or in lieu of which other warrants have been authenticated and delivered under this Resolution and Order.

Paying Agent means (i) The Bank of New York Mellon Trust Company, National Association, the bank designated as the registrar, authenticating agent and paying agent for the Warrants and as the depository for the Series 2013B Warrant Fund and (ii) any successor bank designated by the Issuer pursuant to the provisions of Article 7.03 hereof.

Principal Office of the Paying Agent shall mean the office where the Paying Agent maintains its designated trust office for purposes of this Resolution and Order, or such other office as shall be designated by the Paying Agent by written notice to the Issuer and the Holders.

Qualified Investments shall mean:

- (1) Federal Securities or a trust or fund consisting of Federal Securities, or
- (2) A certificate of deposit or time deposit issued by (i) the Paying Agent, or (ii) any other bank organized under the laws of the United States of America or any state thereof with capital, surplus and undivided profits of not less than \$50,000,000, provided in each case such deposit is insured by the Federal Deposit Insurance Corporation or such deposit is collaterally secured by the issuing bank by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such certificate less the amount of such deposit insured by the Federal Deposit Insurance Corporation.

Record Date means with respect to the Warrants, the 15th day, whether or not a Business Day, of the month next preceding each April 1 and October 1.

Refunded Warrants shall mean the Issuer's General Obligation Warrants, Series 2004.

Refunding Agreement shall mean the Refunding Trust Agreement dated March 1, 2013 by the Issuer and the Series 2004 Paying Agent.

Resolution and Order shall mean this Resolution and Order as originally adopted or as it may from time to time be supplemented, modified or amended.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

Series 2004 Paying Agent shall mean The Bank of New York Mellon Trust Company, National Association, as successor paying agent for the Refunded Warrants.

Series 2004 Warrant Resolution shall mean the Resolution and Order of the Issuer authorizing the Refunded Warrants.

Series 2013A Warrants means the General Obligation Refunding Warrants, Series 2013A, of the County.

Series 2013B Warrant Fund means the fund by that name established for the Warrants pursuant to Section 5.01.

Warrant means any Warrant authenticated and delivered pursuant to this Resolution and Order.

Warrant Register means the register or registers for the registration and transfer of Warrants maintained by the Issuer pursuant to Section 3.03.

Warrant Registrar means the agent of the Issuer appointed as such pursuant to Section 7.01 for the purpose of registering Warrants and transfers of Warrants.

Warrants means the General Obligation Refunding Warrants (Federally Taxable), Series 2013B, of the Issuer authorized pursuant to Section 3.01.

Section 1.02 Effect of Headings

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

Section 1.03 Binding Effect Upon Successors and Assigns

All the covenants, stipulations, promises and agreements in this Resolution and Order contained by or on behalf of the Issuer shall inure to the benefit of and bind its successors and assigns.

Section 1.04 Governing Law

This Resolution and Order shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 1.05 Enforceability

The provisions of this Resolution and Order are severable. In the event that any one or more of such provisions or the provisions of the Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Resolution and Order or of the Warrants, and this Resolution and Order and the Warrants shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 1.06 Repeal of Conflicting Provisions

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

Section 1.07 Provisions of Resolution and Order a Contract

The terms, provisions and conditions set forth in this Resolution and Order constitute a contract between the Issuer and the Holders from time to time of the Warrants and shall remain in full force and effect until the principal of and interest on the Warrants shall have been paid in full.

Section 1.08 Representation and Warranties of the Issuer Regarding Purpose of Financing and Compliance with Alabama Law

The Issuer hereby represents and warrants as follows:

(a) **Purpose of Financing.** It is necessary and desirable and in the public interest for the Issuer to issue the Warrants to provide for the following purposes:

(1) to provide for the payment, redemption and retirement of the Refunded Warrants to realize a present value interest cost savings thereby; and

(2) to pay issuance expenses of the Warrants.

(b) **Compliance with Section 224 of the Constitution of Alabama of 1901, as amended.** The assessed valuation of the taxable property in the Issuer for the preceding fiscal year (ending September 30, 2012) is not less than \$1,187,559,220, and the total indebtedness of the Issuer chargeable against the debt limitation for the Issuer prescribed by the Constitution of Alabama of 1901 is not more than five percent of said assessed valuation.

(c) **Compliance with Enabling Law.** In accordance with Section 11-28-4 of the Enabling Law, the aggregate principal amount of the Warrants of \$2,265,000, together with the aggregate principal amount of the Series 2013A Warrants of \$9,900,000, does not exceed the sum of:

(i) the outstanding principal amount of the Refunded Warrants: \$11,000,000.00

(ii) the interest to accrue on the Refunded Warrants until

April 1, 2014 (the redemption date):	\$821,437.50
(iii) the amount of any redemption premium:	\$0.00
(iv) the amount of any costs incurred (including without limitation original issue discount) in connection with the refunding of the Refunded Warrants:	<u>\$362,079.95</u>
Total	<u>\$12,183,517.45</u>

(d) Determination of Interest Costs Savings. The County will realize, upon the refunding of the Refunded Warrants, a net present value savings of \$2,106,299.26 and percent savings of 19.148175%. The weighted average maturity of the Warrants is 13.490 years and the remaining weighted average maturity of the Refunded Warrants is 13.486 years.

ARTICLE 2

Source of Payment; Security

Section 2.01 Source of Payment of Warrants

The indebtedness evidenced and ordered paid by the Warrants shall be a general obligation of the Issuer for the punctual payment of the principal of and interest on which the full faith, credit and taxing power of the Issuer are hereby sacredly and irrevocably pledged.

Section 2.02 Officers and Members of the Governing Body of the Issuer Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this Resolution and Order or of any Warrant, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, employee, or member of the governing body of the Issuer, or of any successor of any thereof, and all such liability of every name and nature, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such officer, employee, or member of the governing body of the Issuer as such, are hereby expressly waived and released as a condition of, and as a consideration for, the issuance of the Warrants.

Section 2.03 Expenses of Collection; Interest After Maturity

The Issuer covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Holders of the Warrants all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorneys' fee. The Warrants shall bear interest at the rate of 8% per annum or the maximum rate of interest allowed by law, whichever is less, from and after the respective maturity or due dates thereof, if not then paid.

ARTICLE 3

The Warrants

Section 3.01 Authorization and Description of the Warrants

(a) (1) Pursuant to the Constitution and laws of the State of Alabama, including particularly and without limitation the Enabling Law, and for the purposes set forth in Section 1.08 (a), there is hereby authorized to be issued a series of warrants designated "General Obligation Refunding Warrants (Federally Taxable), Series 2013B" in aggregate principal amount of \$2,265,000, in fully registered form without coupons, in Authorized Denominations, and numbered separately from one upward in the order of issuance.

(2) The Warrants shall be issued pursuant to a Book Entry System.

(b) The Warrants shall be dated March 1, 2013 and shall bear interest from such date at the applicable per annum rate therefor (computed on the basis of a 360-day year of 12 consecutive 30-day months), payable on October 1, 2013 and thereafter on April 1 and October 1 in each year.

(c) The Warrants shall mature on the first day of April in years and in principal amounts as follows and shall bear interest at the following per annum rates for all such Warrants maturing in the year set opposite such rate:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2019	\$165,000	1.850%
2021	295,000	2.500
2023	315,000	3.125
2024	1,490,000	3.250

(d) The principal of and interest on the Warrants shall be payable as provided in this Resolution and Order and in the Warrants.

(e) The Warrants may be exchanged for a like aggregate principal amount of Warrants of the same maturity, of a different Authorized Denomination, as requested by the Holder surrendering the same, upon surrender of the Warrants to be exchanged at the office or agency of the Issuer at the Principal Office of the Paying Agent.

(f) The Warrants are subject to redemption prior to maturity upon the circumstances, in the manner, on the dates, in the amounts and order, at the redemption prices and upon the notice as provided in this Resolution and Order and as set forth in the Warrants.

(g) The form of the Warrants and the requisite certificates thereof shall be substantially as follows, with appropriate changes, variations and insertions as provided herein; provided that for the purpose of printing the Warrants the face of the Warrants need not include the entire text so long as the paragraphs not appearing on the face of the printed Warrant appear on the reverse side thereof:

**UNITED STATES OF AMERICA
STATE OF ALABAMA
MORGAN COUNTY
GENERAL OBLIGATION REFUNDING WARRANTS
(FEDERALLY TAXABLE), SERIES 2013B**

No. R _____

DATED DATE:	MATURITY DATE:	INTEREST RATE:	CUSIP:
March 1, 2013	April 1, 20__		617073

MORGAN COUNTY, ALABAMA, in the State of Alabama (the "Issuer"), for value received, hereby acknowledges itself indebted to

CEDE & Co.

or registered assigns in the principal amount of

_____ DOLLARS (\$ _____)

and hereby orders and directs the County Depository of the Issuer, or any person or entity which may succeed to its duties, to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter designated, said principal amount on the Maturity Date specified above, and to pay to said payee or registered assigns from said Warrant Fund interest on said principal amount from the date hereof at the Interest Rate per annum specified above, computed on the basis of a 360-day year of 12 consecutive 30-day months, payable on October 1, 2013 and on April 1 and October 1 in each year thereafter.

Authority for Issuance.

This warrant is one of a duly authorized issue of \$2,265,000 General Obligation Refunding Warrants (Federally Taxable), Series 2013B (the "Warrants"), issued pursuant to the authority of the Constitution and laws of the state of Alabama and a Resolution and Order and proceedings of the Issuer duly held, passed and conducted (the "Resolution and Order").

In the Resolution and Order the Issuer has appointed The Bank of New York Mellon Trust Company, National Association, as the paying agent and Warrant Registrar for the Warrants (the "Paying Agent"). Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Resolution and Order.

Reference is hereby made to the Resolution and Order, copies of which are on file at the Principal Office of the Paying Agent, for a description of the nature and extent of the security afforded by the Resolution and Order, the rights and duties of the Issuer and the Paying Agent with respect thereto, and the terms and conditions upon which the purchase, transfer and exchange of the Warrants are to be made, to and by all of which terms, conditions and provisions of the Resolution and Order the owner of this warrant, by the acquisition hereof, hereby assents and agrees to be bound.

Book Entry System

The Warrants are initially issued in Authorized Denominations pursuant to a Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee, all as more particularly provided in the Resolution and Order. In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof, the Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, the Paying Agent shall make payments of principal of and interest on the Warrants to the registered owners thereof as provided in the Warrants and the Resolution and Order, and the provisions of this warrant and of the Resolution and Order with respect to registration, transfer and exchange of warrants by the registered owners thereof shall apply.

Payment

Payment of interest on the Warrants shall be made by check or draft mailed by the Paying Agent to the Holders in whose names the Warrants are registered in the Warrant Register maintained by the Paying Agent at close of business on the Record Date (such payments to 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). Payment of the principal of the Warrants shall be made to the Holders only upon surrender of the Warrants at the Principal Office of the Paying Agent. All such payments of principal of and interest on the Warrants on behalf of the Issuer or the Paying Agent shall be made at par 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, and shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid.

Security

The indebtedness evidenced by the Warrants is a general obligation of the Issuer and the full faith and credit of the Issuer are hereby sacredly and irrevocably pledged to the punctual payment of the principal thereof and interest thereon.

The Issuer has established in the Resolution and Order a special fund designated "Series 2013B Warrant Fund" (the "Warrant Fund") for the payment of the principal of and interest on the Warrants and has obligated itself to pay or cause to be paid into the Warrant Fund, from the revenues or funds of the Issuer, sums sufficient to provide for the payment of the principal of and interest on the Warrants as the same shall become due and payable.

Redemption

Series 2013B Warrants

Optional Redemption

The Series 2013B Warrants having a stated maturity on or after April 1, 2021 will be subject to prior redemption at the option and direction, of the County, as a whole or in part in integral multiples of \$5,000, on April 1, 2020 or any date thereafter, in such order and amounts of maturity or maturities as the County may determine and by lot within a maturity, at a redemption price for each Series 2013B Warrant redeemed equal to the principal amount thereof to be redeemed plus accrued interest to the redemption date, without premium or penalty.

Mandatory Redemption

The Series 2013B Warrants having a stated maturity on April 1, 2019 (the “2019 Term Series 2013B Warrants”) are subject to scheduled mandatory redemption, by lot, on April 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2019 Term Series 2013B Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2019 Term Series 2013B Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2014	\$20,000
2015	25,000
2016	30,000
2017	30,000
2018	30,000

\$30,000 principal amount of the 2019 Term Series 2013B Warrants is scheduled to be retired at maturity (April 1, 2019).

The Series 2013B Warrants having a stated maturity on April 1, 2021 (the “2021 Term Series 2013B Warrants”) are subject to scheduled mandatory redemption, by lot, on April 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2021 Term Series 2013B Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2021 Term Series 2013B Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2020	\$145,000

\$150,000 principal amount of the 2021 Term Series 2013B Warrants is scheduled to be retired at maturity (April 1, 2021).

The Series 2013B Warrants having a stated maturity on April 1, 2023 (the “2023 Term Series 2013B Warrants”) are subject to scheduled mandatory redemption, by lot, on April 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2023 Term Series 2013B Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2023 Term Series 2013B Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2022	\$155,000

\$160,000 principal amount of the 2023 Term Series 2013B Warrants is scheduled to be retired at maturity (April 1, 2023).

Any redemption shall be made in the manner, upon the notice, and on the terms and conditions provided in the Resolution and Order. If less than all of the Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those of such Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate. If less than all the Warrants are to be redeemed during a period in which the Book-Entry System is not in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date on the basis of the smallest Authorized Denomination of such Warrants, and the Paying Agent shall select, by lot or by such method as the Paying Agent shall deem fair and appropriate, the order and amount of the Warrants to be redeemed within a maturity.

Warrants (or portions thereof) for the redemption and payment of which provision has been made and notice thereof given all in accordance with the Resolution and Order shall thereupon cease to be entitled to the benefits of the Resolution and Order and shall cease to bear interest from and after the date fixed for redemption unless default shall be made in the payment of the redemption price.

Registration, Transfer and Exchange

This warrant shall be registered on the Warrant Register to be maintained by the Issuer for that purpose at the Principal Office of the Paying Agent and this warrant shall be transferable only upon said register at said office by the registered owner or by his duly authorized attorney. Such transfer shall be without charge to the registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid and evidence satisfactory to the Issuer of the satisfaction of all transfer restrictions shall be presented by the registered owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon surrender for transfer of this warrant, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, in exchange for this warrant, a new warrant or warrants of like tenor hereof, registered in the name of the transferee, in an aggregate principal amount equal to the unpaid or unredeemed portion of principal of this warrant. Provision is made in the Resolution and Order for the replacement of any Warrant which shall be or become mutilated, lost, stolen or destroyed, by the issuance, authentication and registration of a new Warrant of like tenor, subject, however, to the terms, conditions and limitations contained in the Resolution and Order with respect thereto. The Paying Agent shall not be required to transfer or exchange this warrant during the period between the Record Date and the then next succeeding interest payment date and, in the event that this warrant is duly called for redemption, the Paying Agent shall not be required to transfer or exchange this warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

The Issuer, the Paying Agent, and any Warrant Registrar may deem and treat the person in whose name this warrant is registered as the absolute owner hereof for all purposes and neither the Issuer, any Paying Agent, nor any Warrant Registrar shall be affected by any notice to the contrary.

General

No covenant or agreement contained in this warrant or in the Resolution and Order shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the Issuer or of the Paying Agent in its individual capacity and none of such parties or persons nor any officer executing this warrant shall be liable personally on this warrant or be subject to any personal liability or accountability by reason of the issuance of this warrant.

This warrant shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration inscribed hereon shall have been executed by the Paying Agent by the manual signature of one of its authorized officers.

It is hereby recited, certified 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 in the manner provided by law, that the Warrants represent valid claims against the Warrant Fund, 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 execution, registration and issuance of this warrant and the adoption of the Resolution and Order have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this warrant, together with all other indebtedness of the Issuer, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Issuer, acting by and through the County Commission of the Issuer as the governing body thereof, has caused this warrant to be executed in its name and on its behalf by the Chairman of the Morgan County Commission, has caused its corporate seal to be affixed hereto and the same attested by the Chief Administrative Officer of the Issuer, and has caused this warrant to be dated the date and year specified above.

MORGAN COUNTY, ALABAMA

By _____
Chairman of the Morgan County Commission

SEAL

Attest: _____
Chief Administrative Officer

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a claim against Morgan County, in the State of Alabama, and the Series 2013B Warrant Fund referred to herein.

Chairman of the Morgan County Commission

AUTHENTICATION AND REGISTRATION DATE: MARCH 1, 2013

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This warrant is hereby authenticated and has been registered by Morgan County, Alabama on the registration books maintained with the Paying Agent in the name of the above registered owner on the Authentication and Registration Date noted above.

**THE BANK OF NEW YORK MELLON TRUST COMPANY,
NATIONAL ASSOCIATION**

By _____
Its Authorized Officer

ASSIGNMENT

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

Dated this ____ day of _____, ____.

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

Signature Guaranteed:*

(Bank, Trust Company or Firm)

By _____
(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).

Notice By Securities Depository

Unless the within Warrant is presented by an authorized representative of the Securities Depository (as defined in the Resolution and Order referenced in the within Warrant), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of the Securities Depository or the Securities Depository Nominee (as defined in the Resolution and Order referenced in the within Warrant), as the case may be, or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to the Securities Depository or the Securities Depository Nominee or to such other entity as is requested by an authorized representative of the Securities Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the Securities Depository or Securities Depository Nominee, as the case may be, has an interest herein.

Section 3.02 Execution, Authentication, and Delivery of Warrants

(a) The Warrants shall be executed for and on behalf of the Issuer by the manual signature of the Chairman of the Morgan County Commission and attested by the manual signature of the Chief Administrative Officer of the Issuer, and the corporate seal of the Issuer shall be affixed to each Warrant by manual imprint thereon. The Warrants shall be registered by the Chairman of the Morgan County Commission as a claim against the Issuer and the Series 2013B Warrant Fund. The Registration Certificate shall be executed by the manual signature of the Chairman of the Morgan County Commission. The Chairman of the Morgan County Commission and the Chief Administrative Officer of the Issuer are hereby authorized and directed to so execute, attest and register the Warrants as provided above. In the event that any officer whose signature appears on any of the Warrants or who shall have sealed any of the Warrants shall cease to be such officer before the authentication, registration, and delivery of such Warrants, or in the event that the seal imprinted on the Warrants shall cease to be an accurate representation of the seal of the Issuer, such Warrants may, upon the request of the Issuer, be authenticated, registered, and delivered, as herein provided, as though the person who signed such Warrants had not ceased to be such officer of the Issuer or as though the Issuer had not altered its corporate seal prior to the delivery of such Warrants.

(b) At any time and from time to time after the execution and delivery of this Resolution and Order the Issuer may deliver Warrants executed by the Issuer to the Paying Agent for authentication and the Paying Agent shall authenticate and deliver such Warrants as in this Resolution and Order provided and not otherwise.

(c) No Warrant shall be valid or obligatory for any purpose unless there appears on such Warrant a certificate of authentication and registration 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, registered, and delivered hereunder.

Section 3.03 Registration of Warrants

The Issuer shall cause to be kept at the Principal Office of the Paying Agent a register (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 "Warrant Registrar" for the purpose of registering Warrants and transfers of Warrants as herein provided.

Section 3.04 Registration, Transfer, and Exchange of Warrants; Replacement of Mutilated, Lost, Destroyed or Stolen Warrants

(a) The Warrants will be registered in the names of the Holders thereof on the Warrant Register. The Issuer, the Paying Agent and any agent of the Issuer or the Paying Agent may treat the person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of and interest on such Warrant and for all other purposes whatsoever whether or not such Warrant be overdue, and, to the extent permitted by law, neither the Issuer, the Paying Agent nor any such agent shall be affected by notice to the contrary.

(b) Upon surrender for transfer of any Warrant at the Principal Office of the Paying Agent, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, in the name of the designated transferee or transferees, one or more new Warrants of the same series, of any Authorized

Denominations and in a principal amount equal to the unpaid or unredeemed portion of the principal of the Warrant so presented.

(c) If and to the extent so provided with respect to the Warrants, at the option of the Holder, Warrants may be exchanged for other Warrants of any Authorized Denomination and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Principal Office of the Paying Agent. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, the Warrants which the Holder making the exchange is entitled to receive.

(d) Every Warrant presented or surrendered for transfer or exchange shall (if so required by the Issuer or the Warrant Registrar) be duly endorsed or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Warrant Registrar duly executed by the Holder thereof or his attorney duly authorized in writing.

(e) The Paying Agent shall not be required to transfer or exchange any Warrant during the period between the Record Date and the then next succeeding interest payment date; and, in the event that any Warrant (or any part thereof) is duly called for redemption, the Paying Agent shall not be required to transfer or exchange any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

(f) All Warrants surrendered upon any exchange or transfer provided for in this Resolution and Order shall be cancelled as provided in Section 3.07.

(g) If (1) 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 (2) 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 the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(h) Upon the transfer or exchange of Warrants, or 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.

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

(j) 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 3.05 Book-Entry System

(a) The Warrants shall be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of any Warrant to any person. One Warrant for each maturity will be issued, registered in the name of the Securities Depository Nominee, and immobilized in the custody of the Securities Depository. Beneficial ownership interests in Warrants held by the Securities Depository may be purchased by or through Direct Participants. The holders of these beneficial ownership interests in such Warrants are referred to as the "Beneficial Owners." The Beneficial Owners will not receive certificated warrants representing their beneficial ownership interests. Ownership of the interests in Warrants in Authorized Denominations will be evidenced on the records of the Securities Depository and the Direct Participants and Indirect Participants pursuant to rules and procedures established by the Securities Depository. During a period in which the Book-Entry System is in effect for the Warrants the Issuer and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only registered owner of such Warrants for all purposes under this Resolution and Order, including, without limitation, receipt of all principal of, premium (if any) and interest on the Warrants, receipt of notices, voting, and requesting or directing the Paying Agent or Issuer to take or not to take, or consenting to, certain actions under this Resolution and Order. In the event the Securities Depository or the Securities Depository Nominee assigns its

rights to consent or vote under this Resolution and Order to any Direct Participant or Indirect Participant, the Issuer and the Paying Agent shall treat such assignee or assignees as the only registered owner or owners of the Warrants for the purpose of exercising such rights so assigned.

(b) During a period in which the Book-Entry System is in effect for the Warrants, payments of principal and interest with respect to such Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder, and as provided in the Letter of Representation; provided, that payment of the principal of such Warrants due at final maturity or upon redemption in whole of any of such Warrants shall be made only upon surrender thereof at the principal corporate office of the Paying Agent. The Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners. All such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of and interest on such Warrants on behalf of the Issuer or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid, and the Issuer and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.

(c) Transfers of ownership interests in the Warrants by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Warrants, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as may be in effect from time to time. For every transfer and exchange of beneficial ownership in such Warrants, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(d) Redemption notices (if any) respecting Warrants held by the Securities Depository shall be sent to the Securities Depository Nominee by the Paying Agent and redemption of Warrants shall be effected as provided in Article 4.

(e) In the event that (1) the Securities Depository ceases to act as the securities depository for the Warrants or (2) the Issuer determines that the continuation of the Book-Entry System for the Warrants would adversely affect the interests of the Beneficial Owners of such Warrants, the Issuer shall discontinue the Book-Entry System for such Warrants. If the Issuer fails to appoint another qualified securities depository to replace the then acting Securities Depository, the Issuer will cause the Paying Agent to authenticate and deliver fully registered certificated Warrants to each Beneficial Owner in evidence of the ownership interests thereof. If the Book-Entry System is discontinued for the Warrants, payments to, and transfers of Warrants by, the Beneficial Owners shall be governed by the provisions set forth in this Resolution and Order with respect thereto.

(f) The Issuer may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Paying Agent serving in the capacity of custodian) to provide for a Book-Entry System or similar method for the registration and transfer of the Warrants.

(g) During a period in which the Book-Entry System is in effect for the Warrants in accordance herewith, the provisions of this Resolution and Order and such Warrants shall be construed in accordance with the Letter of Representation and to give full effect to such Book-Entry System.

(h) The Beneficial Owners of all the Warrants, by their acquisition of any beneficial interest in a Warrant or Warrants, and the Securities Depository, the Securities Depository Nominee, and all Direct Participants and all Indirect Participants, severally agree that the Issuer and the Paying Agent shall not have any responsibility or obligation to any Direct Participant or any Indirect Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or any Indirect Participant; (2) the payment by the Securities Depository or any Direct Participant or any Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and interest on the Warrants; (3) the delivery or timeliness of delivery by the Securities Depository or any Direct Participant or any Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this Resolution and Order to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.

(i) The Securities Depository may determine to discontinue the Book-Entry System with respect to the Warrants at any time upon notice to the Issuer and the Paying Agent and upon discharge of its

responsibilities with respect thereto under applicable law. Upon such notice and compliance with law the Book-Entry System for the Warrants will be discontinued unless a successor securities depository is appointed by the Issuer. In addition, the Issuer may discontinue the Book-Entry System for the Warrants at any time by reasonable notice to the Securities Depository and to the Beneficial Owners.

(j) In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Warrants will be registered in the names of the owners thereof on the Warrant Register, the Paying Agent will make payments of principal of, premium (if any) and interest on such Warrants to the registered owners thereof as provided in the Warrants and this Resolution and Order, and the provisions of Section 3.04 with respect to registration, transfer and exchange of such Warrants by the registered owners thereof shall apply.

Section 3.06 Payment of Warrants; Payment Dates

(a) The principal of and interest on the Warrants shall be payable as provided in this Resolution and Order and in the Warrants; provided, the final principal payment on such Warrants shall be payable only upon presentation thereof at the Principal Office of the Paying Agent.

(b) 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.

Section 3.07 Cancellation of Surrendered Warrants

All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Paying Agent. 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 Resolution and Order.

Section 3.08 Application of Proceeds of Warrants

The net proceeds of the Warrants \$2,216,695.90 (\$2,265,000.00 principal amount less underwriting discount of \$24,915.00 and less net original issue discount of \$23,389.10) shall be applied as follows:

(a) the amount of \$14,590.58 shall be delivered to the Paying Agent and applied to the payment of issuance expenses upon written direction of the Issuer, and any balance remaining shall be delivered to the Issuer;

(b) the amount of \$2,202,105.32 shall be transferred to the Series 2004 Paying Agent under the Refunding Agreement and applied to the payment and retirement of the Refunded Warrants as provided in Section 3.09.

Section 3.09 Refunding and Redemption of Refunded Warrants of the Issuer

(a) Application of Warrant Proceeds for Refunding of Refunded Warrants.

(i) The Treasurer of the Issuer is authorized and directed to deliver to the Series 2004 Paying Agent on the date of issuance of the Warrants the amount referenced in Section 3.08(c) accompanied by directions to deposit such funds in the Series 2004 Warrant Fund (as defined in the Series 2004 Warrant Resolution) for the redemption of the Refunded Warrants.

(ii) The Series 2004 Paying Agent is authorized and directed to (A) deposit such funds in the Series 2004 Warrant Fund, (B) invest such funds as provided in the Series 2004 Warrant Resolution, and (C) apply such funds to the payment and redemption of the Refunded Warrants as provided in the Series 2004 Warrant Resolution and Section 3.09(b) hereof.

(b) Redemption of Refunded Warrants.

(i) The Issuer does hereby call for redemption the Refunded Warrants of the Issuer on April 1, 2014 at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the redemption date.

(ii) The Issuer does hereby confer upon the Series 2004 Paying Agent irrevocable power to give, for and in the name of the Issuer, a notice of redemption of the Refunded Warrants of the Issuer in accordance with the terms thereof.

(iii) The Series 2004 Paying Agent is hereby directed to effect redemption of the Refunded Warrants of the Issuer as provided herein.

(iv) The Issuer covenants and agrees it will not amend or repeal the call for redemption of the Refunded Warrants of the Issuer as provided herein.

ARTICLE 4

Redemption of Warrants

Section 4.01 General Applicability of Article

The Warrants shall be subject to redemption in accordance with their terms and in accordance with this Article.

Section 4.02 Election to Redeem; Notice to Paying Agent

The election of the Issuer to exercise any right of optional redemption shall be given by written notice to the Paying Agent not less than 45 days prior to the proposed redemption date. In case of any redemption at the option of the Issuer of less than all of the principal amount of the Outstanding Warrants, the Issuer shall, at least 60 days prior to the date fixed by the Issuer for redemption of Warrants (unless a shorter notice shall be satisfactory to the Paying Agent) notify the Paying Agent of such redemption date and of the principal amount of Warrants to be redeemed.

Section 4.03 Selection of Warrants to be Redeemed

(a) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate.

(b) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is not in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, on the basis of the smallest Authorized Denomination of such Warrants, and the Paying Agent shall select, by lot or by such method as the Paying Agent shall deem fair and appropriate, the order and amount of Warrants to be redeemed within a maturity.

(c) For all purposes of this Resolution and Order, 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.

Section 4.04 Notice of Redemption

(a) Notice of any intended redemption shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), or, if the Securities Depository or Securities Depository Nominee is the Holder, at the times and in the manner as provided in the Letter of Representation, at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof. During a period in which the Book-Entry System is in effect, notice of any intended redemption may also be given to each Beneficial Owner, all or portion of the interest of which in such Warrants is to be redeemed, by the Direct Participants and, where appropriate, by the Indirect Participants, pursuant to arrangements among said parties, subject to statutory and regulatory requirements in effect from time to time;

provided, however, any Beneficial Owner may waive the requirement of notice as to the redemption of the interest thereof in the Warrants.

- (b) All notices of redemption shall state:
- (1) the redemption date,
 - (2) the redemption price,
 - (3) 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,
 - (4) 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
 - (5) the place or places where the Warrants to be redeemed are to be surrendered for payment of the redemption price.

Section 4.05 Payment of Redemption Price

Prior to any redemption date, the Issuer shall deposit or cause to be deposited with the Paying Agent an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price.

Section 4.06 Warrants Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified 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. Upon presentation of any such Warrant for redemption, or compliance with the requirements of the Securities Depository with respect to redemption in part, in accordance with said notice such Warrant shall be paid by the Issuer at the redemption price. Installments of interest due on or prior to the redemption date shall be payable to the Holders of the Warrants according to the terms of such Warrants and the provisions of this Resolution and Order.

(b) If any Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal of the Warrant to be so redeemed shall, until paid, continue to bear interest from the redemption date at the rate prescribed in such Warrant.

Section 4.07 Warrants Redeemed in Part

(a) During a period in which the Book-Entry System is in effect for the Warrants, the recordation and evidence of any reduction in the aggregate principal amount of the Warrants as a result of the redemption of a portion thereof shall be made in accordance with the Letter of Representation and the rules and procedures of the Securities Depository with respect thereto from time to time in effect.

(b) During a period in which the Book-Entry System is not in effect for the Warrants, unless otherwise provided herein, any Warrant which is to be redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent (with, if the Issuer or the Paying Agent requires, due endorsement by, or a written instrument of assignment or transfer in form satisfactory to the Issuer and the Paying Agent duly executed by the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants of any Authorized Denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

ARTICLE 5

The Series 2013B Warrant Fund

Section 5.01 The Series 2013B Warrant Fund

(a) There is hereby established a special fund which shall be designated the "Series 2013B Warrant Fund". The Paying Agent shall be the depository, custodian and disbursing agent for the Series 2013B Warrant Fund. The money in the Series 2013B Warrant Fund shall be used only to pay principal of and interest on the Warrants as the same shall become due and payable.

(b) The Chairman of the Morgan County Commission and the Chief Administrative Officer are authorized and directed to deposit in the Series 2013B Warrant Fund the following amounts on the following dates:

(1) Simultaneously with the delivery of the Warrants to the original purchaser thereof, the amount received as accrued interest on the Warrants, which amount shall be credited against the deposits required by paragraph (2) of this subsection until exhausted.

(2) On or before the twentieth day of each March and September in each year, an amount equal to the interest coming due on the Warrants on the next ensuing interest payment date with respect to the Warrants.

(3) On or before the twentieth day in March in each year, an amount equal to the principal maturing on the Warrants on the next ensuing principal payment date with respect to the Warrants.

(4) All other money required to be deposited in the Series 2013B Warrant Fund pursuant to this Resolution and Order.

(c) The Paying Agent will deposit in the Series 2013B Warrant Fund all money received by the Paying Agent when accompanied by directions that such money is to be deposited in the Series 2013B Warrant Fund.

(d) The Issuer and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Series 2013B Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Series 2013B Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 12 months from the date of receipt of such income or profits.

(e) The Issuer acknowledges that deposits and transfers to the Series 2013B Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of and interest on the Warrants as the same shall become due and payable. If on any principal or interest payment date the amount on deposit in the Series 2013B Warrant Fund is insufficient to pay the principal of and interest on the Warrants due and payable on such date, the Issuer will forthwith pay any such deficiency into the Series 2013B Warrant Fund.

(f) The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient money from the Series 2013B Warrant Fund to pay the principal of and interest on the Warrants as the same shall become due and payable, whether at maturity or otherwise.

(g) The Issuer shall collect the revenues, income, taxes, assets and resources of the Issuer and the Issuer shall promptly deposit into the Series 2013B Warrant Fund from the aforesaid sources all amounts required to be deposited in the Series 2013B Warrant Fund at the times therefor.

Section 5.02 Investment of and Security For Series 2013B Warrant Fund

(a) Money in the Series 2013B Warrant Fund shall be invested by the Paying Agent at the written direction of the Issuer in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the Issuer and the Paying Agent anticipate that money from the fund invested will be required hereunder. The Paying Agent

shall not be liable or responsible for any loss resulting from any such investment if made in compliance herewith.

(b) All income derived from the investment of money on deposit in the Series 2013B Warrant Fund shall remain therein and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Series 2013B Warrant Fund shall be charged thereto and added to the next ensuing deposit specified therefor.

(c) The moneys at any time on deposit in the Series 2013B Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which said fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Series 2013B Warrant Fund continuously secured for the benefit of the Issuer and the Holders, either (1) by holding on deposit as collateral security Federal Securities or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or (2) if the furnishing of security in the manner provided in (1) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public trust funds; provided, however, that it shall not be necessary for the Paying Agent to secure any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or to secure any portion of the moneys that are invested as herein provided.

ARTICLE 6

Special Covenants of the Issuer

Section 6.01 Approval of Continuing Disclosure Agreement

(a) The Continuing Disclosure Agreement, in substantially the form and of substantially the content as the form of Continuing Disclosure Agreement presented to and considered by the County Commission of the Issuer, is hereby authorized, approved and adopted.

(b) The Chairman of the Morgan County Commission is hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable and shall approve, which approval shall be conclusively evidenced by his executing the Continuing Disclosure Agreement as herein provided, and the Chief Administrative Officer is hereby authorized and directed to affix to the Continuing Disclosure Agreement the seal of the Issuer and to attest the same.

Section 6.02 Approval of Refunding Agreement

(a) The Refunding Agreement, in substantially the form and of substantially the content as the form of Refunding Agreement presented to and considered by the County Commission of the Issuer, is hereby authorized, approved and adopted.

(b) The Chairman of the Morgan County Commission is hereby authorized and directed to execute and deliver the Refunding Agreement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable and shall approve, which approval shall be conclusively evidenced by his executing the Refunding Agreement as herein provided, and the Chief Administrative Officer is hereby authorized and directed to affix to the Refunding Agreement the seal of the Issuer and to attest the same.

ARTICLE 7

The Paying Agent

Section 7.01 Designation of Paying Agent

The Issuer does hereby designate and appoint The Bank of New York Mellon Trust Company, National Association, as the depository for the Series 2013B Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

Section 7.02 Duties of Paying Agent; Payments at Par

(a) The Paying Agent, by acceptance of its duties hereunder, shall have undertaken to perform only such duties as are specifically set forth in this Resolution and Order and no implied covenants or obligations shall be read in this Resolution and Order against the Paying Agent.

(b) The Paying Agent, by acceptance of its duties hereunder, shall be construed to have agreed thereby with the Holders from time to time of the Warrants that it will make all remittances of principal of and interest on the Warrants from money supplied by the Issuer for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses. The Issuer hereby covenants and agrees with the Holders and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

(c) No provision of this Resolution and Order shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 7.03 Resignation and Removal; Appointment of Successor

(a) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the Issuer at least thirty (30) days prior to the date when such resignation shall take effect.

(b) If at any time the Paying Agent shall resign or be or become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer may remove the Paying Agent and the Issuer shall promptly appoint a successor Paying Agent.

Section 7.04 Qualification of and Acceptance of Appointment by Successor

(a) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$20,000,000.

(b) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

Section 7.05 Merger or Consolidation

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder, without the execution or filing of any paper or any further act on the part of the Issuer, the Holders, or the Paying Agent. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

ARTICLE 8

Sale of Warrants; Official Statement

Section 8.01 Sale and Delivery of Warrants; Closing Papers

The Warrants are hereby sold to Merchant Capital, LLC, upon the payment to the Issuer of the purchase price of \$2,216,695.90 (the principal amount thereof less underwriter's discount of \$24,915.00 and less net original issue discount of \$23,389.10). The County Commission has determined that the sale of the

Warrants to such purchaser on such terms is most advantageous to the Issuer. The Warrant Purchase Agreement presented to this meeting is hereby approved and the Chairman of the Morgan County Commission and Chief Administrative Officer are authorized to execute such Agreement. Any prior execution by the Chairman of the Morgan County Commission and Chief Administrative Officer is hereby ratified and approved. The Warrants shall be delivered to such purchaser through The Depository Trust Company, New York, New York, upon the payment to the Issuer of the aforesaid purchase price. The Chairman of the Morgan County Commission and the Chief Administrative Officer, or any of them, are hereby authorized and directed to effect such delivery and in connection therewith to deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrants; the exclusion of the interest on the Warrants from the gross income of the Holders thereof for federal income taxation; the exemption of interest on the Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The Chairman of the Morgan County Commission shall give a receipt to the purchaser for the purchase price paid, and such receipt shall be full acquittal to the purchaser and said purchaser shall not be required to see to, or be responsible for, the application of the proceeds of the Warrants. Nevertheless, the proceeds of the Warrants shall be held in trust and applied solely for the purposes specified in this Resolution and Order.

Section 8.02 Approval of Official Statement for the Warrants

(a) The Official Statement dated the date of adoption (the "Official Statement") with respect to the Warrants in substantially the form and of substantially the content as the Official Statement presented to and considered by the County Commission, is hereby authorized, approved and adopted.

(b) The County Commission does hereby find and determine that the Official Statement is true and correct and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The Chairman of the Morgan County Commission is hereby authorized to date the Official Statement the date of the adoption thereof and to execute and deliver the Official Statement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable in order to state fully and correctly the pertinent facts concerning the Issuer and the Warrants.

(d) The Chairman of the Morgan County Commission is authorized and directed to cause distribution of the Official Statement to be made to prospective purchasers of the Warrants.

ARTICLE 9

Payment of Warrants

(a) Warrants for the payment of which moneys shall have been set aside and held by the Paying Agent on the maturity thereof shall be deemed to have been paid and no longer Outstanding under this Resolution and Order.

(b) Warrants shall, prior to the maturity date thereof, be deemed to have been paid and no longer Outstanding under this Resolution and Order if there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time and available for such purpose, shall be sufficient, to pay when due the principal of and interest due and to become due on said Warrants on and prior to the maturity date thereof and in the event said Warrants are not by their terms subject to payment within the next succeeding 90 days, the Issuer shall have given the Paying Agent in form satisfactory to it irrevocable instructions to mail a notice to the Holders thereof that the deposit required herein shall have been made with the Paying Agent and that said Warrants are deemed to have been paid in accordance with this Section and no longer Outstanding under this Resolution and Order and stating such maturity date or dates upon which moneys are to be available for the payment of the principal of said Warrants.

(c) Neither Federal Securities nor moneys deposited with the Paying Agent pursuant to this Section nor principal nor interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Warrants; provided that any cash received from such principal or interest payments on such Federal Securities deposited

with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested, at the written direction of the Issuer, in Federal Securities maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Warrants on and prior to such redemption date or maturity date thereof, as the case may be.

(d) Any amounts remaining in the Series 2013B Warrant Fund after payment in full of the Warrants (or provision made therefor in accordance with this Article 9), and payment of the fees, charges and expenses of the Paying Agent and all other amounts required to be paid hereunder, shall be paid to the Issuer.

The foregoing Resolution and Order was adopted this 12th day of February, 2013.

Chairman of the Morgan County Commission

SEAL

Authenticated and Attested:

Chief Administrative Officer

After said Resolution and Order had been discussed and considered in full by the County Commission, it was moved by _____ that said Resolution and Order be now placed upon its final passage and adopted. The motion was seconded by _____. The question being put as to the adoption of said motion and the final passage and adoption of said Resolution and Order, the roll was called with the following results:

Ayes: Ray Long, Chairman
 Jeff Clark
 Randy Vest
 Don Stisher
 Greg Abercrombie

Nays: None

The Chairman thereupon declared said motion carried and the Resolution and Order passed and adopted as introduced and read.

* * *

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

Minutes approved:

Chairman of the Morgan County Commission

Member of the Morgan County Commission

STATE OF ALABAMA)
MORGAN COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting Chairman of the Morgan County Commission (the "County Commission"); (2) as Chairman of the County Commission I have access to all original records of the County Commission and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the County Commission duly held on February 12, 2013, the original of which is on file and of record in the minute book of the County Commission in my custody; (4) the Resolution and Order set forth in such excerpts is a complete, verbatim and compared copy of such Resolution and Order as introduced and adopted by the County Commission on such date; and (5) said Resolution and Order is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Morgan County Commission this March 1, 2013.

Chairman of the Morgan County Commission

SEAL

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE STATE SUB-GRANTEE AGREEMENT FOR JUVENILE JUSTICE AND DELINQUENCY PREVENTION, BETWEEN MORGAN COUNTY AND THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS IN THE AMOUNT OF \$40,000.00 REPRESENTING GRANT NUMBER 12-JB-15-002 FOR TRUANCY INTERVENTION PROGRAM FOR THE PERIOD OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

Mr. Don Stisher, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-145

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to execute the State Sub-Grantee agreement for Juvenile Justice and Delinquency Prevention, between Morgan County and the Alabama Department of Economic and Community Affairs in the amount of \$40,000.00 representing grant number 12-JB-15-002 for Truancy Intervention Program for the period of October 1, 2012 through September 30, 2013, this the 12th day of February, 2013.

IN COMPLIANCE WITH 1975 CODE OF ALABAMA, TITLE 11-3-11.2(A) AND TITLE 40-7-42 ADOPT TAX LEVY FOR 2013, AS REVIEWED AND APPROVED BY COUNTY ATTORNEY

Mr. Randy Vest, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-146

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman in compliance with 1975 Code of Alabama, Title 11-3-11.2(a) and Title 40-7-42 Adopt Tax Levy for 2013, as reviewed and approved by County Attorney, this the 12th day of February, 2013.

ADOPTED RESOLUTION REAPPOINTING MR. WILLIAM FOWLER TO THE WEST MORGAN EAST LAWRENCE WATER AND SEWER AUTHORITY, EFFECTIVE MARCH 1, 2013 THROUGH MARCH 1, 2019

Mr. Don Stisher, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-147

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby adopts resolution reappointing Mr. William Fowler to the West Morgan East Lawrence Water and Sewer Authority, effective March 1, 2013 through March 1, 2019, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE AMENDMENT OF MORGAN COUNTY LAW LIBRARY BUDGET FOR 2012-2013 FISCAL YEAR TO INCLUDE A \$15,000.00 ALLOWANCE FOR EQUIPMENT AND FURNITURE

Mr. Don Stisher, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted; to wit:

R E S O L U T I O N 13-148

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to execute amendment of Morgan County Law Library budget for 2012-2013 fiscal year to include a \$15,000.00 allowance for equipment and furniture, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE COMMERCIAL SERVICE AGREEMENT WITH TRUGREEN CHEMLAWN REPRESENTING LAWN CARE AND TREE AND SHRUB CARE SERVICES FOR THE MORGAN COUNTY TRANSPORTATION BUILDING, IN THE AMOUNT OF \$1,151.88 ANNUALLY, TO BE PAID OUT OF TRANSPORTATION BUDGET

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted; to wit:

R E S O L U T I O N 13-149

BE IT RESOLVED by the Morgan County Commission, of Morgan county, Alabama, that the Commission hereby authorizes the Chairman to execute the commercial service agreement with TruGreen Chemlawn representing lawn care and tree and shrub care services for the Morgan County Transportation building, in the amount of \$1,151.88 annually, to be paid out of Transportation budget, this the 12th day of February, 2013.

ADOPTED RESOLUTION APPROVING EXPENDITURE OF \$1,000.00 PAYABLE OUT OF THE CONTINGENT FUND, TO MORGAN COUNTY FIREFIGHTERS ASSOCIATION

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted; to wit:

R E S O L U T I O N 13-150

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby adopts resolution approving expenditure of \$1,000.00 payable out of the Contingent Fund, to Morgan County Firefighters Association, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE CONTRACT WITH DECATUR DOWNTOWN MERCHANTS ASSOCIATION IN THE AMOUNT OF \$1,000.00 REPRESENTING THE PROMOTION OF MORGAN COUNTY, PAYABLE OUT OF THE TOURISM, RECREATION AND CONVENTION FUNDS

Mr. Don Stisher, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted; to wit:

R E S O L U T I O N 13-151

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to execute the contract with Decatur Downtown Merchants Association in the amount of \$1,000.00 representing the promotion of Morgan County, which will be payable out of the Tourism, Recreation & Convention Fund, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE CONTRACT WITH MORGAN COUNTY FFA/4H STEER SHOW IN THE AMOUNT OF \$1,000.00 REPRESENTING THE PROMOTION OF MORGAN COUNTY, PAYABLE OUT OF THE TOURISM, RECREATION AND CONVENTION FUNDS

Mr. Don Stisher, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-152

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to execute the contract with Morgan County FFA / 4H Steer Show in the amount of \$1,000.00 representing the promotion of Morgan County, which will be payable out of the Tourism, Recreation & Convention Fund, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING DISTRICT 4 COMMISSIONER, GREG ABERCROMBIE, TO ADVERTISE FOR BIDS FOR THE FENCING OF FIELD ONE AT BRINDLEE MOUNTAIN PARK

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-153

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes District 4 Commissioner, Greg Abercrombie, to advertise for bids for the fencing of field one at Brindlee Mountain Park (D4), this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO ADVERTISE FOR BIDS FOR THE SENIOR CENTER SITE AT UNION HILL, DISTRICT 4

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-154

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to advertise for bids for the Senior Center site at Union Hill, District 4, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO ADVERTISE FOR BIDS FOR THE SENIOR CENTER SITE AT SOMERVILLE, DISTRICT 2

Mr. Randy Vest, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-155

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to advertise for bids for the Senior Center site at Somerville, District 2, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE CONTRACT WITH CHARLES SHERROD FOR GRANT CONSULTING SERVICES FOR THE MORGAN COUNTY COMMISSION AT A RATE OF \$35.00 PER HOUR

Mr. Don Stisher, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-156

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to execute the contract with Charles Sherrod for grant consulting services for the Morgan County Commission at a rate of \$35.00 per hour, this the 12th day of February, 2013.

ADOPTED RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE EMPLOYMENT CONTRACT WITH JEFFEREY BURBANKS REPRESENTING SERVICES TO THE MORGAN COUNTY SHERIFF'S OFFICE FOR A SCHOOL RESOURCE OFFICER AT A RATE OF \$1,875.00 (MONTHLY RATE) PER CALENDAR YEAR FOR THE PERIOD OF JANUARY 1, 2013 AND ENDING DECEMBER 31, 2013, WITH 100 PERCENT REIMBURSEMENT TO COMMISSION BY SHERIFF DEPARTMENT

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-157

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to execute the employment contract with Jefferey Burbanks representing services to the Morgan County Sheriff's Office for a school resource officer at a rate of \$1,875.00 (monthly rate) per calendar year for the period of January 1, 2013 and ending December 31, 2013, with 100 percent reimbursement to Commission by Sheriff's Department, this the 12th day of February, 2013.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE SUPPLEMENTAL LEASE AGREEMENT BETWEEN MORGAN COUNTY COMMISSION AND THE UNITED STATES OF AMERICA REPRESENTING THE U.S. DEPARTMENT OF AGRICULTURE AND FARM SERVICE AGENCY LEASING 4,025 USABLE SQUARE FEET OF OFFICE SPACE AT 3120 HWY. 36 W, HARTSELLE, ALABAMA, IN THE AMOUNT OF \$4,863.54 PER MONTH, EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2013

Mr. Randy Vest, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-158

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby authorizes the Chairman to execute the Supplemental Lease Agreement between Morgan County Commission and the United States of America representing the U.S. Department of Agriculture and Farm Service Agency leasing 4,025 usable square feet of office space at 3120 Hwy. 36 W, Hartselle, Alabama, in the amount of \$4,863.54 per month, effective July 1, 2012 through June 30, 2013, this the 12th day of February, 2013.

ADOPTED RESOLUTION IN ACCORDANCE WITH THE CURRENT CONTRACT WITH SOUTHERN HEALTH PARTNERS THAT MORGAN COUNTY AUTHORIZES SOUTHERN HEALTH PARTNERS TO PAY INVOICE FROM DECATUR GENERAL HOSPITAL IN AMOUNT OF \$28,266.79 FOR INMATE JOHN DOE'S HOSPITAL STAY AS APPROVED AND CONFIRMED BY WARDEN LEON BRADLEY, MORGAN COUNTY JAIL

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted; to wit:

RESOLUTION 13-159

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission hereby adopts resolution in accordance with the current contract with Southern Health Partners that Morgan County authorizes Southern Health Partners to pay invoice from Decatur General Hospital in amount of \$28,266.79 for inmate John Doe's hospital stay as approved and confirmed by Warden Leon Bradley, Morgan County Jail, this the 12th day of February, 2013.

BE IT FURTHER RESOLVED by the Morgan County Commission of Morgan County, Alabama, that there being no further business to come before the Commission, the same on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark and unanimously carried that the Morgan County Commission duly adjourned at 9:45 A.M. to February 26th, 2013 at 9:00 A.M.

These Minutes were approved
this the 26th day of February, 2013.

RAY LONG, CHAIRMAN

JEFF CLARK, MEMBER

RANDY VEST, MEMBER

DON STISHER, MEMBER

GREG ABERCROMBIE, MEMBER