
MORGAN COUNTY COMMISSION REGULAR MEETING

The Morgan County Commission of Morgan County, Alabama, convened in a regular meeting on Tuesday, January 28, 2014, 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: Mrs. Belinda Ealey, Clerk. 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	H. C. Hosch, Maynard Cooper & Gale
Greg Bodley, County Engineer	Ken Funderbark, Merchants Capital
Cody Muzio, Decatur Daily	Ty Tyson, Merchants Capital
Clif Knight, Hartselle Enquirer	John Allison, Archives
Derrick Shull, WYAM TV 51	Rachel, Channel 31 News
Mike Corley, Sheriff's Department	

AGENDA

The Agenda for the regular meeting of Tuesday, January 28, 2014, had been presented to the Commission for review. The agenda was amended as follows:

New Business:

Item #29 – Changed to Item #31

Item #29 – Added:

Review and approve invoices totaling \$95,532.30 from Etech Construction representing payments number 1 and 2 for West Park project (Payment 1 - \$39,957.30 and Payment 2 - \$55,575.00).

Item #30 – Added:

Adopt resolution approving purchase of property located in District 3 on Highway 55 East and Wilhite Road, in the amount of \$12,000.00.

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, January 28, 2014.

MINUTES

The Minutes of the regular meeting held on Tuesday, January 14, 2014 at 9:00 a.m. 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 above listed minutes, they are hereby approved.

OLD BUSINESS:

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT AND ALL SCHEDULES, AMENDMENTS, CERTIFICATES AND ANY AND ALL DOCUMENTS RELATING THERETO, WITH FORD MOTOR CREDIT COMPANY LLC, FOR THE PURCHASE OF TEN 2014 FORD POLICE INTERCEPTORS FOR THE MORGAN COUNTY SHERIFF'S DEPARTMENT WITH A 4.20% INTEREST RATE FOR A TOTAL OF 16 QUARTERLY PAYMENTS OF \$17,823.62 EACH (INCLUDING INTEREST) TO BE PAID AND FUNDED BY SHERIFF ANA FRANKLIN'S DISCRETIONARY FUNDS.

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

RESOLUTION 14-119

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute the Master Equipment Lease-Purchase Agreement and all schedules, amendments, certificates and any and all documents relating thereto, with Ford Motor Credit Company LLC, for the purchase of ten 2014 Ford Police Interceptors for the Morgan County Sheriff's Department with a 4.20% interest rate for a total of 16 quarterly payments of \$17,823.62 each (including interest) to be paid and funded by Sheriff Ana Franklin's discretionary funds, this the 28th day of January, 2014.

ADOPT RESOLUTION APPROVING AGREEMENT TO MAKE LEASE AND OTHER PAYMENTS FROM SHERIFF'S DISCRETIONARY FUNDS RELATING TO MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT BETWEEN THE MORGAN COUNTY COMMISSION AND FORD MOTOR CREDIT COMPANY, LLC.

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

RESOLUTION 14-120

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve agreement to make lease and other payments from Sheriff's Discretionary Funds relating to Master Equipment Lease-Purchase Agreement between the Morgan County Commission and Ford Motor Credit Company, LLC, this the 28th day of January, 2014.

NEW BUSINESS:

ADOPT RESOLUTION AUTHORIZING THE FOLLOWING EMPLOYEES TO PARTICIPATE IN THE MORGAN COUNTY EMPLOYEE SELF IMPROVEMENT AND EDUCATIONAL PROGRAM FOR THE 2014 SPRING TERM:

- **Daryl Bolding, Maintenance Department**
- **Elbert Chapman, Environmental**

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

RESOLUTION 14-121

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve the following employees to participate in the Morgan County Employee Self Improvement and Educational Program for the 2014 Spring Term:

- **Daryl Bolding, Maintenance Department**
- **Elbert Chapman, Environmental**

THIS the 28th day of January, 2014.

ADOPT RESOLUTION AT THE REQUEST OF SHERIFF ANA FRANKLIN, GRANTING LEAVE WITHOUT PAY TO HILDA ETIENNE FROM FEBRUARY 7, 2014 THROUGH THE TIME OF FINAL ELECTION RESULTS.

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

RESOLUTION 14-122

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby, at the request of Sheriff Ana Franklin, grant Leave Without Pay to Hilda Etienne from February 7, 2014 through the time of final election results, this the 28th day of January, 2014.

ADOPT RESOLUTION AUTHORIZING DON STISHER, DISTRICT 3 COMMISSIONER, TO HIRE SHANNON BREEDING AT \$10.00 PER HOUR, NO BENEFITS, BEGINNING JANUARY 6, 2014 AND ENDING APRIL 30, 2014, PAYABLE OUT OF GASOLINE FUND, DISTRICT 3 BUDGET.

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

RESOLUTION 14-123

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize Don Stisher, District 3 Commissioner, to hire Shannon Breeding at \$10.00 per hour, no benefits, beginning January 6, 2014 and ending April 30, 2014, payable out of Gasoline Fund, District 3 Budget, this the 28th day of January, 2014.

ADOPT RESOLUTION APPROVING THE CLAIM OF ROBERT KEEN FOR EXCESS TAX PROCEEDS IN THE AMOUNT OF \$1,134.30 ON PARCEL 12-03-06-3-001-032.000.

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

RESOLUTION 14-124

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve the claim of Robert Keen for excess tax proceeds in the amount of \$1,134.30 on parcel 12-03-06-3-001-032.000, this the 28th day of January, 2014.

ADOPT RESOLUTION AUTHORIZING THE COMMISSION TO APPROVE THE APPOINTMENT BY THE MORGAN COUNTY PERSONNEL REVIEW BOARD OF MR. LARRY MADISON AS ITS LEGAL COUNSEL.

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

RESOLUTION 14-125

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve appointment by the Morgan County Personnel Review Board of Mr. Larry Madison as its legal counsel, this the 28th day of January, 2014.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE FOLLOWING CONTRACTS REPRESENTING THE PROMOTION OF MORGAN COUNTY, WHICH WILL BE PAYABLE OUT OF THE TOURISM, RECREATION & CONVENTION FUND AS FOLLOWS:

- Morgan County FFA/4H Steer Show --- \$1,000.00
- Racking Horse Breeders Assoc. --- \$2,500.00
- Decatur Daily (Opportunity Edition) --- \$708.00
- Decatur Daily (2014 Area Guide, Membership Directory and Business Pages) --- \$2,980.00
- Decatur Downtown Merchants Association (Third Fridays) --- \$1,000

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

RESOLUTION 14-126

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute the following contracts representing the promotion of Morgan County, which will be payable out of the Tourism, Recreation & Convention Fund as follows:

- Morgan County FFA/4H Steer Show --- \$1,000.00
- Racking Horse Breeders Assoc. --- \$2,500.00
- Decatur Daily (Opportunity Edition) --- \$708.00
- Decatur Daily (2014 Area Guide, Membership Directory and Business Pages) --- \$2,980.00
- Decatur Downtown Merchants Association (Third Fridays) --- \$1,000

THIS the 28th day of January, 2014.

ADOPT RESOLUTION APPROVING THE FOLLOWING CHANGES TO MORGAN COUNTY PRECINCT FACILITIES TO BE EFFECTIVE FOR THE 2014 ELECTIONS:

- Precinct 3-2, West Decatur Elementary will merge with Precinct 3-3, Aquadome Recreation Center;
 - Precinct 3-5, Somerville Road Elementary School will merge with 3-4, Fort Decatur;
 - Precinct 3-13, Morgan County Department of Human Resources will merge with Oak Park Baptist Church;
 - Precinct 3-14, St. Andrews Church and Precinct 3-16, Cedar Ridge Middle School will move to Austinville Church of Christ which will be known as Precinct 3-14;
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- Precinct 3-17, Decatur Fire and Rescue Flint (city box only) will merge with 3-9, American Legion Post 15;
- Precinct 4-2, Oak Park Middle School will move to Oak Park Baptist Church;
- Precinct 7-1, Cotaco School will move to Cotaco Fire Station;
- Precinct 8-1, Lacey's Spring School will move to Bethlehem Baptist Church
- Precinct 9-1, Union Hill Junior High will move to the Union Hill Senior Center;
- Precinct 10-1, Ryan Baptist Church will move to the Tri-County Volunteer Fire Department;
- Precinct 24-1, Brewer High School will move to Florette Volunteer Fire Department; and
- A small group of voters accidentally moved, by the City of Decatur, from West Decatur Elementary School to Carrie Matthews Recreation Center are being moved back to West Decatur Elementary School which in turn is being merged with Aquadome.

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

RESOLUTION 14-127

**RESOLUTION CHANGING CERTAIN VOTING PRECINCTS AND
VOTING PLACES FOR MORGAN COUNTY, ALABAMA**

WHEREAS, §17-6-2(a) & §17-6-4(a) Code of Alabama 1975, require the Morgan County Commission to establish voting precincts for Morgan County, to define the territorial limits for which each precinct is established, to prescribe the boundaries of such precincts and to designate voting places within such precincts; and,

WHEREAS, said voting precincts and voting places were last established and designated by the Morgan County Commission by resolution adopted June 12, 2012; and,

WHEREAS, §17-6-6(b) and §17-6-4(d), Code of Alabama 1975, authorize the Morgan County Commission to make changes in said voting precincts and voting places; and,

WHEREAS, the Commission finds that, for the convenience of voters and to facilitate the election process, it is desirable to make certain changes in such voting precincts and voting places; and,

WHEREAS, the Morgan County Commission is adopting this resolution to effect such changes and to comply with the law:

NOW, THEREFORE, BE IT RESOLVED by the Morgan County Commission in meeting duly assembled this January 28, 2014 as follows:

1. Effective with the primary election scheduled for June 3, 2014, and for all federal, state and local (except municipal) elections conducted thereafter, the following voting precincts and voting places are changed as follows, to-wit:

- (a) Precinct 3-2 and Precinct 3-3 are combined into a new Precinct 3-3, described on Exhibit 1 hereto, and the voting place for said precinct is the Aquadome, 1202 5th Avenue SW, Decatur, Alabama 35601.
- (b) Precinct 3-5 and Precinct 3-4 are combined into a new Precinct 3-4, described on Exhibit 2 hereto, and the voting place for said precinct is Fort Decatur, 610 4th Avenue SE, Decatur, Alabama 35601.
- (c) Precinct 3-13 and Precinct 4-2 are combined into a new Precinct 4-2, described on Exhibit 3 hereto, and the voting place for said precinct is Oak Park Baptist Church, 1311 19th Avenue SE, Decatur, Alabama 35601.
- (d) Precinct 3-14 and Precinct 3-16 are combined into a new Precinct 3-14 described on Exhibit 4 hereto, and the voting place for said precinct is Austinville Church of Christ, 2833 Danville Road SW, Decatur, Alabama 35603.
- (e) Precinct 3-17 and Precinct 3-9 are combined into a new Precinct 3-9, described on Exhibit 5 hereto, and the voting place for said precinct is the American Legion Building, 2607 Highway 31 South, Decatur.
- (f) The boundaries of Precinct 3-11 are revised as shown on Exhibit 6 hereto, and the voting place for said precinct shall remain the Carrie Matthews Recreation Center, 902 6th Street NW, Decatur, Alabama 35601.
- (g) The voting place for Precinct 4-2 is changed from Oak Park Middle School to Oak Park Baptist Church, 1311 19th Avenue SE, Decatur, AL 35601.
- (h) The voting place for Precinct 7-1 is changed from Cotaco School to Cotaco Fire Station, 6463 Highway 36 E, Somerville, Alabama 35670.
- (i) The voting place for Precinct 8-1 is changed from Lacey's Spring School to Bethlehem Baptist Church, 10089 Highway 36, Lacey's Spring, Alabama 35754.
- (j) The voting place for Precinct 9-1 is changed from Union Hill Junior High to Union Hill Senior Center, 11 Union Hill Loop Road, Union Grove, Alabama 35175.

- (k) The voting place for Precinct 10-1 is changed from Ryan Baptist Church to the Tri-County Volunteer Fire Department, 12132 Highway 675, Joppa, Alabama 35807.
- (1) The voting place for Precinct 24-1 is changed from Brewer High School to Florette Volunteer Fire Department, 10 Florette Park Road, Somerville, Alabama 35670.
 - 2. The County Engineer is requested to prepare for the Commission and the Commission shall provide and maintain at all times a suitable map showing the current geographical boundaries with designation of such precincts. Such map shall clearly show in a legible fashion, all features, names, titles and symbols and each map sheet shall indicate the date of the base map or date of last revision.
 - 3. The Commission shall send a copy of each map, with legal description attached, to the Morgan County Board of Registrars, the Morgan County Probate Judge and the Alabama Joint Legislative Task Force on reapportionment.
 - 4. The Chief Administrative Officer shall file with the Judge of Probate of Morgan County, Alabama a copy of this resolution for purposes of the publication required by §17-6-4(b), Code of Alabama 1975.

3-3

AQUADOME RECREATION CENTER

Morgan County
Precinct No. 3
Voting Center No. 3

EXHIBIT
1

[Such voting center] shall be at Aquadome Recreation Center, 1202 Fifth Avenue, SW, and shall embrace all that territory described as follows: Beginning at the intersection of the centerline of Memorial Drive, NW with the centerline of 2nd Street, SW, thence east along the centerline of 2nd Street, SW, to the centerline of Central Parkway, SW; thence south along said centerline of Central Parkway, SW to the intersection of the centerline of 1st Ave, SW; thence in a northwesterly direction along the centerline of 1st Ave, SW to the centerline of Austinville Road SW; thence in a southeasterly direction along the centerline of said Austinville Road SW to the centerline of Betty Street SW; thence in a westerly direction along the said centerline of Betty Street SW to the centerline of 5th Avenue SW; thence in a northerly direction along said centerline of 5th Avenue SW to a point on the centerline of Dry Branch Creek; thence in a northwesterly direction along the centerline of Dry Branch Creek to the centerline of Danville Road SW; thence in a southwesterly direction along the centerline of said Dry Branch to the intersection with the centerline of 19th Avenue SW; thence north along the centerline of said 19th Avenue SW to the centerline of Leeann Street SW; thence west along the centerline of Leeann Street SW to the intersection of said Leeann Street SW, Runnymead Avenue SW and Byron Avenue SW; thence in a northerly direction along the centerline of Byron Avenue SW to the centerline of Rutledge Street SW; thence east along the centerline of said Rutledge Street SW to the centerline of an alley if extended, said alley running north and south and the west Right-of-Way line of said alley being also the east line of Lot 15 of Westmead Subdivision Addition No. 3 recorded in Map Book 5 at Pages 31-32 in the Office of the Probate Judge of Morgan County, Alabama; thence north along the centerline of said alley a distance of 165 feet more or less to the centerline of an alley if extended, said alley running east and west bounded on the north side by Lots 1 through 11 of Westmead Subdivision Addition No. 3; thence west along the centerline of said alley a distance of 1010 feet more or less to the centerline of an alley west of Lot 1 of said Westmead Subdivision Addition No. 3; thence north along the centerline of said alley to the centerline of 8th Street SW; thence east along the centerline of 8th Street SW to the centerline of Terrehaute Avenue SW; thence north along the centerline of Terrehaute Avenue SW, to the centerline of Douthit Street, SW, thence east along the centerline of Douthit Street, SW to the centerline of 14th Avenue, SW, thence north along the centerline of 14th Avenue, SW, to the centerline of 2nd Street, SW, thence east along the centerline of 2nd Street to the centerline of 14th Avenue, SW, thence continuing north along the centerline of 14th Avenue to the centerline of 2nd Street, SW, thence east along the centerline of 2nd Street, SW, to the point of beginning.

Fort Decatur Recreation Center

Morgan County
Precinct No. 3
Voting Center No. 4

EXHIBIT
2

[Such voting center] shall be at Fort Decatur Recreation Center, 610 4th Ave, SE, and shall embrace all that territory described as follows: Beginning at the intersection of the centerline of Somerville Road, NE with Market Street, NE, said point being the True Point of Beginning; thence northwesterly along Market St. NE to the point it intersects with the easterly right-of-way margin of U.S. 31; thence in a northeasterly direction along the easterly right-of-way margin of U.S. 31 to where it intersects with the 556.3 contour line on the south bank of the Tennessee River; thence southeasterly along said 556.3 contour line of Wheeler Reservoir of the Tennessee River to a point which is due north of T.V.A. property marker No. 57, thence south to T.V.A. property marker No. 57, thence south 55'57" west 930 feet, more or less, to the northeast corner of the T.V.A. substation lot (which point is also the end of the southerly line of Market Street, NE), thence south 045' west along the east line of said T.V.A. substation lot 450 feet to the southeast corner thereof, thence North 8845' west along the south line of said T.V.A. substation lot 410.41 feet to the

southwest corner thereof, thence south 045' west 1337.97 feet more or less; thence south 8914'24" east 269.57 feet; thence in a northerly direction along the western boundary of Park Place, Addition # 7, a distance of 140.85 feet more or less to the northern right-of-way margin of Point Mallard Drive; thence in a southeasterly direction along the northern right-of-way margin of Point Mallard Drive, a distance of 782 ft., more or less, to a point; thence S 36° 51' 20" W a distance of 359.18 ft. to a point on the eastern boundary of Park Place, Addition # 6; thence S 01° 15' W, a distance of 198.65 ft. to a point; thence S 88° 45' E, along the north boundary of Park Place Addition # 3, a distance of 341 ft., more or less to a point; thence, along a curve to the right having a length of 18.96 ft., a radius of 20.00 ft. and a delta angle of 54° 19' 00", thence N 36° 56' 00" for a distance of 203.66 feet to a point ; thence N 36° 56' 00" E a distance of 340 ft., more or less to a point on the northern right-of-way margin of Point Mallard Drive; thence in a southeasterly direction along the northern right-of-way margin of Point Mallard Drive, a distance of 2300 ft., more or less to a point, on the centerline of 8th Street SE, thence west along the centerline of said 8th Street SE a distance of 1240 feet more or less to the centerline of Cleo Avenue SE; thence south along the said centerline of Cleo Avenue SE to the centerline of Harrison Street SE; thence west along the centerline of said Harrison Street SE to the centerline of 21st Avenue SE; thence south along the said centerline of 21st Avenue SE to the centerline of 11th Street SE; thence west along said centerline of 11th Street SE to the centerline of 19th Avenue SE; thence north along the centerline of 19th Avenue SE to the centerline of 8th Street SE; thence west along the centerline of 8th Street SE to the centerline of 16th Avenue SE; thence south along the said centerline of 16th Avenue SE to the centerline of 11th Street SE; thence proceeding in a westerly direction along the centerline of 11th Street, SE to a point where the centerline of 11th Street, SE intersects the centerline of Of the CSX Railroad Mainline; thence northwesterly along said centerline of Railroad to the centerline of Finley Drive NW; thence southeasterly along said centerline of Finley Drive NW to the centerline of Railroad Street NW; thence southwesterly along said centerline of Railroad Street NW to the centerline of Cain Street NW; thence in a southeasterly direction along the centerline of said Cain Street NW to the centerline of Bank Street NE; thence southwesterly along said centerline of Bank Street NE to the centerline of Lee Street NE; thence southeasterly along said centerline of Lee Street NE to the centerline of 6th Avenue, NE; thence in a northeasterly direction along the centerline of the old L&N Railroad Beltline to the centerline of Somerville Road, NE; thence north along the said centerline of Somerville Road NE to the centerline of Market Street NE and the True Point of Beginning.

4-2

OAK PARK BAPTIST CHURCH

Morgan County
Precinct No. 4
Voting Center No. 2

EXHIBIT 3

[Such voting center] shall be at Oak Park Baptist Church, 1311 19th Avenue, SE, and shall embrace all that territory described as follows: Beginning at the intersection of Somerville Road SE with 11th Street SE, said point being the TRUE POINT OF BEGINNING; thence east along the centerline of 11th Street, SE to the centerline of 16th Avenue SE; thence north along the centerline of said 16th Avenue SE to the centerline of 8th Street SE; thence east along the said centerline of 8th Street SE to the centerline of 19th Avenue SE; thence south along said centerline of 19th Avenue SE to the centerline of 11th Street SE; thence east along said centerline of 11th Street SE to the centerline of 21st Avenue SE; thence north along the said centerline of 21st Avenue SE to the centerline of Harrison Street SE; thence east along the centerline of Harrison Street SE to the centerline of Cleo Avenue SE; thence north along the said centerline of Cleo Avenue SE a distance of 175 feet to a point; thence east along the north line of the Crawford Addition Subdivision of Decatur to the centerline of 24th Avenue SE; thence south along the said centerline of 24th Avenue SE to the centerline of 12th Street SE; thence west along the centerline of 12th Street SE a distance of 465 feet more or less to the centerline of an alley if extended, said alley west of Lot 5 of Morningside Addition No. 1, Block 13, a Replat of Lots 5,7,9, 11 and 13 shown in and recorded at Map Book 2 at Page 75, in the Judge of Probate's Office Morgan County, Alabama; thence south along the centerline of said alley a distance of 195 feet more or less to the centerline of an alley if extended, said alley lies between Lots 5 and 6 of Morningside Subdivision Block 13; thence east along the centerline of said alley a distance of 517 feet more or less to the centerline of 24th Avenue SE; thence south along the centerline of said 24th Avenue SE to the centerline of 13th Street SE; thence east along said centerline of 13th Street SE to the centerline of Dogwood Lane SE; thence in a southeasterly and then westerly direction along said centerline of Dogwood Lane SE to a point on the east Right-of-Way margin of Eastmead Avenue SE, said point also the centerline of an alley if extended northerly, said alley lying east of Lot 1 of Penny Acres Subdivision Addition No. 2; thence south along centerline of said alley to the centerline of Stratford Road SE; thence west along the said centerline of Stratford Road SE to the centerline of a TVA power line; thence southerly and southwesterly along said TVA power line a distance of 5700 feet, more or less to the center of Alabama Highway 67; thence along the center of said Highway 67 to the intersection of Highway 31; thence continue west along Beltline Road SE to the centerline of the CSX Railroad Mainline; thence run north along said railroad to a point on the centerline of 11th Street, (if extended): thence east along the centerline of 11th Street to the centerline of Somerville Road SE and the TRUE POINT OF BEGINNING.

3-14
Austinville Church of Christ

Morgan County
Precinct No. 3
Voting Center No. 14

EXHIBIT
4

[Such voting center] shall be at the Austinville Church of Christ, 2833 Danville Rd. S.W., and shall embrace all that territory as follows: Beginning at the NE corner of Section 2, T6S, R5W, Morgan County, Alabama, said point being the true point of beginning, said point also is the intersection of the Decatur-Danville Road, and Modaus Road S.W.; thence from the true point of beginning commence in a southerly direction along the centerline of the Decatur-Danville Road to the intersection of Stone River Drive SW; thence east along the centerline of Stone River Drive SW to the centerline of Battlement Road SW; thence in an easterly direction along said centerline of Battlement Road SW to the centerline of Oak Lea Road SW; thence continue in an easterly direction along said centerline of Oak Lea Road SW to the centerline of Way Thru The Woods SW; thence in a northeasterly direction along the said centerline of Way Thru The Woods SW to the centerline of Spring Avenue SW; thence south along said centerline of Spring Avenue SW to the centerline of Rigel Drive SW; thence west along said centerline of Rigel Drive SW to the centerline of Timber Way SW; thence north along said centerline of Timber Way SW to the centerline of Way Thru The Woods SW; thence in a westerly direction along the said centerline of Way Thru The Woods SW to the centerline of Loggers Way SW; thence in a westerly direction along said centerline of Loggers Way SW to the centerline of Vestavia Drive SW; this continue in a westerly direction along said centerline of Vestavia Drive SW to the centerline of Danville Road SW; this in a southerly direction along the centerline of the Decatur-Danville Road the intersection of the north boundary of Section 24, T6S, R5W, Morgan County; thence west along the north boundary of said Section 24 a distance of 394 feet, more or less, to the northwest corner of said Section 24, point also being the northeast corner of Section 23, Township 6 South, Range 5 West, Morgan County, Alabama; thence west along the north boundary of said Section 23 a distance of 850 feet, more or less, to the center line of Mud Tavern Road; thence along the centerline of said Mud Tavern Road in a southwesterly direction a distance of 583 feet, more or less, to the NE corner of a tract of land containing 1 acre owned by Stephen L. Simmons and Kimberly A. Simmons, property described in annexation request recorded in Book 1561, at Page 0389, Morgan County Probate Office; thence S 0001'35" E a distance of 245.36 feet, more or less, to a point; thence S 8954'42" W a distance of 200.50 feet, more or less to a point; thence S 0001'40" E a distance of 512.98 feet, more or less, to the southeast corner of the NW 1/4 of the NE 1/4 of Section 23; Township 6 South, Range 5 West, Morgan County, Alabama; thence S 8954'42" W along the south line of the said NW 1/4 of the NE 1/4 a distance of 750 feet, more or less, to a point; thence north a distance of 875 feet, more or less, to a point on the centerline of Mud Tavern Road; thence in a Northwesterly Direction along the centerline of Mud Tavern Road a distance of 540 feet, more or less, to a point; S 0001'35" E a distance of 1021.50 feet, more or less, to a point; thence S 8954'42" W a distance of 179.44 feet, more or less, to a point; thence S 0° 10' E a distance of 328.88 ft; thence S 89° 51' 30" W, a distance of 671.02 ft. to a point; thence N 0° 14' 10" W, a distance of 329.44 ft to a point; thence west a distance of 874 feet, more or less, to the southeast corner of the NW 1/4 of the NW 1/4 of Section 23, Township 6 South, Range 5 West, Morgan County, Alabama; thence S 0018'20" E a distance of 1334.11 feet, more or less, to a point on the south boundary line of the SW 1/4 of the NW 1/4 of Section 23; thence running S 8940'41" W along said south boundary line a distance of 1012.07 feet, more or less, to a point on the west boundary line of the SW 1/4 of the NW 1/4 of Section 23; thence run in a westerly direction along the south line of the NE 1/4 of Section 22, Township 6 South, Range 5 West, Decatur, Morgan County, Alabama a distance of 1320 feet more or less to the SW 1/4 corner of the SE 1/4 of the NE 1/4 of said Section 22; thence north along the west line of the SE 1/4 of the NE 1/4 of said Section 22 a distance of 1320 feet more or less to the NW corner of the SE 1/4 of the NE 1/4 of said Section 22; thence in an easterly direction along the north line of the SE 1/4 of the NE 1/4 of Section 22, Township 6 South, a distance of 70 feet more or less to the center of Means Branch; thence in a northeasterly direction along the center of said Means Branch a distance of 300 feet more or less to a point; thence at a right angle run in a southeasterly direction and perpendicular to the center of said Branch a distance of 37 feet to a point; thence in a southwesterly direction at a distance of 37 feet from and parallel to the center of said Branch to the southerly line of the NE 1/4 of the NE 1/4 of Section 22, Township 6 South, Range 5 West, Decatur, Morgan County, Alabama; thence in an easterly direction along the said southerly line of the NE 1/4 of the NE 1/4 of Section 22 a distance of 1170 feet more or less to a point on the west line of the NW 1/4 of Section 23, Township 6 South, Range 5 West, Decatur, Morgan County, Alabama; thence N 0208'05" W along the west boundary line of the NW 1/4 of the NW 1/4 a distance of 600 feet, more or less, to a point; thence N 8815'55" E a distance of 1342.50 feet, more or less, to a point on the east boundary line of the NW 1/4 of the NW 1/4 of Section 23; Thence north a distance of 40 ft., more or less, to a point on the southwest corner of Linda Garrison property; thence East along said southern property line, a distance of 901.16 ft., more or less, to a point; thence North along the East property line of Linda Garrison's property, a distance of 135.81 ft., more or less, to a point on the northeast corner of said property; thence west along the north property line, 901.16 ft., more or less, to a point, said point being on the east boundary line of the NW 1/4 of the NW 1/4 of Section 23; thence N 02° 02' 11" W, a distance of 570.28 ft., more or less, to the Northwest corner of the NE1/4 of the NW 1/4 of Section 23, Township 6 South, Range 5 West, Morgan County, Alabama; thence west along the north boundary of said

section 23 a distance of 1350 feet, more or less, to the northwest corner of said Section 23, point also being the northeast corner of Section 22, Township 6 South, Range 5 West, Morgan County, Alabama; thence west along the north boundary of said Section 22 a distance of 860 feet, more or less, to a point; thence south a distance of 844 feet to a point on a ditch; thence turn an angle of 13820' measured counterclockwise from back tangent and run in a southwesterly direction along the ditch a distance of 315.89 feet to a point; thence north a distance of 1079.98 feet to a point on the north boundary of said Section 22; thence west along the north boundary of said Section 22 a distance of 250 feet to the northwest corner of the NE 1/4 of the NE 1/4 of said Section 23; thence continue west along the north boundary of said Section 22 a distance of 3960 feet, more or less, to the northwest corner of said Section 22, point also being the southwest corner of Section 15, Township 6 South, Range 5 West, Decatur, Morgan County, Alabama; thence north along the west boundary of said Section 15, a distance of 5,280 feet to the northwest corner of said Section 15, point also being the southeast corner of Section 9, Township 6 South, Range 5 West, Morgan County, Alabama; thence north along the west boundary of said Section 10 a distance of 683 feet, more or less to a point; thence S 88° 49' 25" W, a distance of 1259.94 ft., to a point; thence in a southwesterly direction a distance of 430.73 feet to a point; thence turn an angle of 24121'30" measured clockwise and run westerly along the boundary of said subdivision a distance of 190.96 feet to a point; thence turn an angle of 10017'30" measured clockwise from back tangent and run in a southerly direction along the boundary of said subdivision a distance of 381.08 feet to a point on the north boundary of the NW 1/4 of the NE 1/4 of Section 16, Township 6 South, Range 5 West, Morgan County, Alabama; thence turn an angle of 8150' measured clockwise from back tangent and run east along the north boundary of the NW 1/4 of the NE 1/4 of said Section 16 a distance of 286.90 feet to a point which is 167 feet west of the northeast corner of the NW 1/4 of the NE 1/4 of said Section 16; thence south a distance of 435.60 feet to a point; thence west a distance of 493.00 feet, more or less, to a point on the east boundary of the west half of the NW 1/4 of the NE 1/4 of said Section 16; thence south along the east boundary of the west half of the NW 1/4 of the NE 1/4 of said Section 16 a distance of 884.40 feet, more or less, to a point on the north boundary of the SW 1/4 of the NE 1/4, of said Section 16; thence east along the north boundary of the SW 1/4 of the NE 1/4 of said Section 16 a distance of 274.50 feet, more or less, to a point which is 385.50 feet west of the northeast corner of the SW 1/4 of the NE 1/4 of said Section 16; thence South parallel to and 385.50 feet west of the east boundary of the SW 1/4 of the NE 1/4 of said Section 16 a distance of 1320 feet, more or less, to a point on the north boundary of the NW 1/4 of the SE 1/4 of said Section 16; thence continue south parallel to and 385.50 feet west of the east boundary of the NW 1/4 of the SE 1/4 of said Section 16 a distance of 346.50 feet to a point; thence in a northwesterly direction diagonal to the back tangent a distance of 490.02 feet, more or less, to a point on the south boundary of the SW 1/4 of the NE 1/4 of said Section 16; thence west along the south boundary of the SW 1/4 of the NE 1/4 of said Section 16 a distance of 588.00 feet, more or less, to the southeast corner of the SE 1/4, of the NW 1/4 of said Section 16; thence north along the east boundary of the SE 1/4 of the NW 1/4 of said Section 16 a distance of 309.37 feet to a point; thence west a distance of 462.00 feet to a point; thence south a distance of 111.37 feet to a point; thence west a distance of 132.00 feet to a point; thence south a distance of 198.00 feet to a point on the south boundary of the SW 1/4 of the NW 1/4 of said Section 16; thence west along the south boundary of the SE 1/4 of the NW 1/4 of said Section 16 a distance of 726 feet, more or less, to the southwest corner of the east half of the NW 1/4 of said Section 16; thence north along the west boundary of the east half of the NW 1/4 of said Section 16 a distance of 2640 feet, more or less, to the southwest corner of the SE 1/4 of the SW 1/4 of Section 9, Township 6 South, Range 5 West, Morgan County, Alabama; thence east along the south boundary of the SE 1/4 of the SW 1/4 of said Section 9 a distance of 243.40 feet, more or less, to a point; thence in a northwesterly direction a distance of 269.61 feet, more or less, to a point; thence turning an angle of 15900' measured counterclockwise from back tangent and run in a northwesterly direction a distance of 120.01 feet to a point; thence east a distance of 32.36 feet to a point; thence north a distance of 1000.00 feet to a point on the north boundary of the SE 1/4 of the SW 1/4 of said Section 9; thence east along the north boundary of the SE 1/4 of the SW 1/4 of said Section 9 a distance of 866.07 feet, more or less, to a point; thence turn an angle of 29914' measured counterclockwise from back tangent and run in a northwesterly direction a distance of 244.50 feet to a point; thence turn an angle of 17006' measured counterclockwise from back tangent and run in a northwesterly direction a distance of 329.30 feet to a point; thence turn an angle of 9828' measured counterclockwise from back tangent and run in a northeasterly direction a distance of 672.90 feet to a point on the west boundary of the NW 1/4 of the SE 1/4 of said Section 9; thence north along the west boundary of the NW 1/4 of the SE 1/4 of said Section 9 a distance of 505.43 feet, more or less, to a point 225 feet north of the northwest corner of the SE 1/4 of said Section 9; thence S 89° 46' 26" W, a distance of 336 ft. to a point; thence N 00°00' 50" W, a distance of 738.5 ft. to a point; thence N 89° 58' 16" E, a distance of 1678.69 ft. more or less, to centerline of creek; thence running southerly along said centerline of creek as it meanders 725.00 ft. more or less to the south line of the S 1/2 of the NE 1/4 of Section 9 Township 6 South, Range 5 West; thence east along the north boundary of the SE 1/4 of said Section 9 a distance of 452.85 feet to a point; thence N 23°09'15"E a distance of 928.95 feet to a point on the South ROW margin of Chapel Hill Road; thence in a Southeasterly direction along the centerline of Chapel Hill Road to a point on the East boundary of said Section 9; thence North along the east boundary of said Section 9 a distance of 1826 feet, more or less, to the northeast corner of said Section 9, point also being the southwest corner of Section 3, Township 6 South, Range 5 West, Morgan County, Alabama; thence north along the west boundary of said Section 3 a distance of 5,280 feet, more or less, to the northwest corner of said Section 3, said point also being the centerline of Modaus Road, SW; thence east along the centerline

of Modaus Road, SW to the centerline of the Decatur-Danville Road, said point being the true point of beginning."

3-9

AMERICAN LEGION BUILDING

Morgan County
Precinct No. 3
Voting Center No. 9

EXHIBIT 5

[Such voting center] shall be at the American Legion Building 2607 Highway 31 South, and shall embrace all that territory described as follows: Beginning at the intersection of the centerline of the Decatur Beltline Highway with the centerline of Central Avenue, SW, if extended; thence in an easterly direction along the centerline of the Decatur Beltline Highway to the intersection of U.S. Highway No. 31 and Alabama Highway No. 67; thence southeasterly along the centerline of Alabama Highway No. 67 to the centerline of Crabtree Slough; thence southerly along the centerline of said slough and Dinsmore Slough to centerline of Flint Creek; thence southeasterly along the centerline of Flint Creek to its intersection with the corporate limits of the City of Decatur, Alabama; thence west along said corporate limits a distance of 400 feet, more or less, to the Southwest corner of Section 16, Township 6 South, Range 4 West; thence south along the west boundary of Section 21, Township 6 South, Range 4 West, a distance of 2720 ft, more or less, to the intersection with the railroad; thence south along the west boundary of said Section 21 a distance of 1128 feet, more or less, to a point; thence S 8658'30" E a distance of 105.00 feet, more or less, to a point; thence N 0245'08" E a distance of 110.00 feet, more or less, to a point; thence S 8658'30" E, a distance of 162.73 feet, more or less, to a point on the westerly margin of Old Highway No. 31; thence S 1300'00"E along the westerly margin of Said Old Highway 31 a distance of 293.49 feet to a point on the southerly boundary of the NW 1/4 of the SW 1/4 of said Section 21; thence running N 8950'00" W along said southerly boundary of said NW 1/4 of the SW 1/4 for a distance of 347.76 feet, more or less, to the NW corner of the SW 1/4 of the SW 1/4 of Section 21, Township 6 South, Range 4 West, Morgan County, Alabama; thence West along the north boundary of the SE 1/4 of the SE1/4 of said Section 20 a distance of 615 feet, more or less, to the easterly right-of-way margin of U.S. Highway No. 31; thence in a Southeasterly direction along the easterly right-of-way margin of U.S. Highway No. 31 a distance of 276.50 feet, more or less, to a point; thence East a distance of 467.00 feet to a point; thence South a distance of 60.00 feet to a point; thence East a distance of 60.00 feet to a point; thence South a distance of 187.00 feet to a point; thence West a distance of 432.00 feet to a point on the easterly right-of-way margin of U.S. Highway No. 31; thence in a Southeasterly direction along the easterly right-of-way margin of U.S. Highway No. 31 a distance 802 feet, more or less, to a point on the south boundary of said Section 20, point also being on the north boundary of Section 29, Township 6 South, Range 4 West, Morgan County, Alabama; thence continue in a Southeasterly direction along the easterly right-of-way margin of U.S. Highway No. 31 a distance of 1220 feet, more or less, to a point on the east boundary of said Section 29, said point also being on the west boundary of Section 28, Township 6 South, Range 4 West, Morgan County, Alabama; thence continue in a Southeasterly direction along the easterly right-of-way margin of U.S. Highway No. 31 a distance 2075 feet, more or less, to a point; thence in a Southwesterly direction along an offset in the right-of-way width of U.S. Highway No. 31 a distance of 60.00 feet to a point; thence in a Southeasterly direction along the easterly right-of-way margin of U.S. Highway No. 31 a distance of 750 feet, more or less, to a point on the north boundary of Lot 5 of the Kyle and Blair Subdivision as recorded by map or plat in the Office of the Judge of Probate for Morgan County, Alabama, in Plat Book 1, at Page 67; thence East along the north boundary of Lot 5 of said Kyle and Blair Subdivision a distance 493.05 feet to a point on the centerline of Old Hartselle and Decatur Road; thence in a Southeasterly direction along the centerline of Old Hartselle and Decatur Road a distance 353 feet, more or less, to a point on the north boundary of Lot 6 of said Kyle and Blair Subdivision; thence continue in a Southeasterly direction along the centerline of Old Hartselle and Decatur Road a distance of 196 feet, more or less, to a point; thence in a Southerly direction continuing along the centerline of Old Hartselle and Decatur Road a distance of 160 feet, more or less, to a point on the north boundary of Lot 7 of said Kyle and Blair Subdivision; thence East along the north boundary of Lot 7 of said Kyle and Blair Subdivision a distance of 110 feet, more or less, to the northeast corner of Lot 7 of said Kyle and Blair Subdivision, point also being on the east boundary of the SW 1/4 of the SW1/4, of said Section 28; thence South along the east boundary of Lot 7 of said Kyle and Blair Subdivision and along the east boundary of the SW 1/4 of the SW 1/4 of said Section 28 a distance of 332.00 feet to the southeast corner of Lot 7 of said Kyle and Blair Subdivision; thence West along the South boundary of Lot 7 of said Kyle and Blair Subdivision, if extended, a distance of 700 feet, more or less, to a point on the westerly right-of-way margin of U.S. Highway No. 31; thence in a Northwesterly direction along the westerly right-of-way margin of U.S. Highway No. 31 a distance of 3005 feet, more or less, to a point on the west boundary of said Section 28, said point being also on the east boundary of Section 29; thence continue in a Northwesterly direction along the westerly right-of-way margin of U.S. Highway No. 31 a distance 2020 feet, more or less, to a point; thence in a Northeasterly direction along an offset in the right-of-way of U.S. Highway No. 31 a distance of 30.00 feet to a point; thence in a Northwesterly direction along the westerly right-of-way margin of U.S. Highway No. 31 a distance of 50 feet, more or less, to a point on the north boundary of said Section 29, said point also being on the south boundary of Section 20; thence continue in a Northwesterly direction along the westerly right-of-way margin of U.S. Highway No. 31 a distance of

144.00 feet to a point; thence West a distance of 200 feet, more or less, to a point; thence in a Southeasterly direction a distance of 144.00 feet to a point on the south boundary of said Section 20; thence West along the south boundary of said Section 20 a distance of 1985.33 feet to T.V.A. Monument No. 149; thence North a distance of 632.30 feet to T.V.A. Monument No. 150; thence West a distance of 7.00 feet to an iron pin on the west boundary of the SE 1/4 of said Section; thence North along the west boundary of said SE 'A' a distance of 2018.47 feet to the northwest corner of the SE 1/4, of said Section 20; thence North along the west boundary of the NE 1/4 of said Section 20 a distance of 897.00 feet to a point; thence West a distance of 1331.82 feet to a point; thence South a distance of 895.81 feet to a point on the southeast corner of Pine Forrest Estates Subdivision as recorded by map or plat in the Office of the Judge of Probate for Morgan County, Alabama in Plat Book 5, at Page 43; thence West along the south boundary of said Pine Forrest Estates Subdivision a distance of 670.45 feet to T.V.A. Marker No. 156; thence northwesterly along the southerly boundary of Pine Forrest Estates Subdivision a distance of 668.00 feet to T.V.A. Marker No. 157 on the west boundary of said Section 20, point also being on the east boundary of Section 19, Township 6 South, Range 4 West, Morgan County, Alabama, point also being the southwest corner of Pine Forrest Estates Subdivision; thence North along the west boundary of said Pine Forrest Estates and along the east boundary of said Section 19 a distance of 2350 feet, more or less, to a point which is 305.00 feet south of the northeast corner of said Section 19; thence turn an angle of 84°53' measured clockwise from back tangent and run in a Westerly direction a distance of 301.02 feet to a point; thence turn an angle of 84°53' measured counterclockwise from back tangent and run in a northerly direction a distance of 26.86 feet to a point; thence West a distance of 47.06 feet to a point; thence South a distance of 221.22 feet to a point; thence west a distance of 78 feet, more or less, to a point; thence S 25°16'00" W a distance of 184.41 feet, more or less, to a point; thence N 81°04'00" W a distance of 241.12 feet, more or less, to a point; thence N 07°37'00" W a distance of 136.51 feet, more or less, to a point; thence N 32°06'00" W a distance of 10 feet, more or less, to a point; thence N 33°23'00" E a distance of 42.7 feet, more or less, to a point; thence Northwesterly a distance of 200.00 feet to a point; thence Southwesterly a distance of 42.70 feet to a point; thence Southwesterly a distance of 121.00 feet to a point; thence Northwesterly a distance of 168.08 feet, more or less, to a point at the centerline of Bird Springs Rd; thence following the centerline of Bird Springs Rd. in a northeasterly direction, then in an easterly direction, then in a northeasterly direction to a point at the intersection of the centerline of Norris Mill Rd.; thence in a northerly direction along the centerline of Norris Mill Road to intersection with the centerline of Austinville-Flint Road and also Mill Road and also Central Avenue, SW; thence continuing north along the centerline of Central Avenue to the intersection with the Decatur-Beltline Highway and the Point of Beginning.

LESS AND EXCEPT the following ten tracts of land as described:

Tract One

Beginning at the northeast corner of Section 20, Township 6 South, Range 4 West, Morgan County, Alabama, point also being the northeast corner of Tract No. 15 of Cain Stovall Subdivision near the former Flint, Alabama as recorded by map or plat in the Office of the Judge of Probate for Morgan County, Alabama in Plat Book 1 at Page 70; thence run West along the north boundary of said Section 20 and along the north boundary of Tract No. 15 of said Cain Stovall Subdivision a distance of 1150 feet, more or less, to a point on the westerly right-of-way margin of U.S. Highway No. 31 and the true point of beginning of the exclusion herein described; thence from the true point of beginning in a Southerly direction along the westerly right-of-way margin of U.S. Highway No. 31 a distance of 2030 feet, more or less, to a point on the northerly right-of-way margin of Old Highway No. 31; thence in a Northerly direction along the northeasterly right-of-way margin of Old Highway No. 31 a distance of 280 feet, more or less, to a point; thence in a northwesterly direction along the easterly right-of-way margin of Redline Road a distance of 510 feet, more or less, to a point on the south boundary of the north-half of the NE 1/4 of said Section 20; thence East along the south boundary of the north-half of NE 1/4 of said Section 20 a distance of 240 feet, more or less, to the southwest corner of Tract No. 11 of said Cain Stovall Subdivision, said point also being the southwest corner of the NE 1/4 of the NE 1/4 of said Section 20; thence North along the west boundary of the NE 1/4 of the NE 1/4 of said Section 20 a distance of 1335 feet, more or less, to a point on the North boundary of said Section 20, said point also being the northwest corner of Tract No. 14 of said Cain Stovall Subdivision; thence East along the north boundary of said Section 20 and along the east boundary of Tract No. 14 of said Cain Stovall Subdivision a distance of 196.59 feet, more or less, to the true point of beginning tract lying and being within the east half of the NE 1/4 of Section 20, Township 6 South, Range 4 West, Morgan County, Alabama, and containing 10.5 acres, more or less.

Tract Two

Begin at T.V.A. Marker No. 200 which point is the southwest corner of the SE 1/4 of the SE 1/4 of Section 17, Township 6 South, Range 4 West, Morgan County, Alabama, and run thence East along the south of said Section 17 a distance of 196.59 feet to a point on the westerly right-of-way margin of U.S. Highway 31; thence turn an angle of 80°12' measured clockwise from back tangent and run in a Northwesterly direction along the westerly right-of-way margin of U.S. Highway No. 31 a distance of 660.00 feet to the true point of beginning exclusion herein described; thence from the true point of beginning turn an angle of 99°14' measured clockwise from back tangent and run West a distance of 1174.29 feet, more or less, to a point on the easterly right-of-way margin of Louisville and Nashville

Railroad; thence in a Northwesterly direction along a curve to the right a chord distance of 270.06 feet to a point; thence turn an angle of 17341'45" measured counterclockwise from back chord and run in a Northerly direction along the east right-of-way margin of Louisville and Nashville Railroad a distance of 150.67 feet to the centerline of a public road (Pisgah Road); thence turn an angle of 8003' measured counterclockwise from back tangent and run East along the centerline of said public road (Pisgah Road) a distance of 400.00 feet to a point; thence South a distance of 368.03 feet, more or less, to a point; thence East a distance of 841.57 feet to a point on the westerly right-of-way margin of U.S. Highway No. 31; thence turn an angle of 9914' measured counterclockwise from back tangent and run in a Southerly direction along the westerly right-of-way margin of U.S. Highway No. 31 a distance of 50.00 feet to the true point of beginning, lying and being in the south-half of the SE 1/4 of Section 17, Township 6 South, Range 4 West, and containing 4.5 acres, more or less.

Tract Three

Begin at a point where the north right-of-way margin of Mill Street intersects the west boundary of Section 17, Township 6 South, Range 4 West, Morgan County, Alabama, and run thence South along the west boundary of said Section 17 a distance of 80.00 feet to a point where the west boundary of said Section 17 intersects the south right-of-way margin of Mill Street if extended; thence East along the south right-of-way margin of Mill Street a distance of 1442 feet, more or less, to the true point of beginning of the exclusion herein described; thence from the true point of beginning continue East along the south right-of-way margin of Mill Street a distance 212.34 feet to a point; thence South a distance of 726 feet, more or less, to a point on the north right-of-way margin of Hamaker Street; thence West along the north right-of-way margin of Hamaker Street a distance of 140.00 feet to a point; thence north a distance of 200 feet to a point; thence west a distance of 70 feet to a point; thence north a distance of 526 feet, more or less, to a point on the south ROW margin for Mill Street, said point being the True Point of Beginning, lying and being in the north-half of the SW1/4 of said Section 17, Township 6 South, Range 4 West, Morgan County, Alabama, and containing 3.18 acres, more or less.

Tract Four

Begin at a point where the west boundary of Section 17, Township 6 South, Range 4 West, Morgan County, Alabama, intersects the north right-of-way margin of Mill Street; thence South along the west boundary of said Section 17 a distance of 80.00 feet to a point where the west boundary of said Section 17 intersects the south right-of-way margin of Mill Street if extended; thence East along the south right-of-way margin of Mill Street a distance of 414 feet, more or less, to the true point of beginning of the exclusion herein described; thence from the true point of beginning continue East along the south right-of-way margin of Mill Street a distance of 150.00 feet to a point; thence South a distance of 165.00 feet to a point; thence west a distance of 150.00 feet to a point; thence North a distance of 165.00 feet to the true point of beginning, lying and being in the NW 1/4 of the SW 1/4 of Section 17, Township 6 South, Range 4 West, Morgan County, Alabama, and containing 0.6 acres, more or less.

Tract Five

Begin at a point where the west right-of-way margin of County Road 85 intersects the east boundary of the west half of the NE 1/4 of Section 20, Township 6 South, Range 4 West, Morgan County, Alabama, and run thence in a northwesterly direction along the westerly right-of-way margin of said County Road 85 a distance of 270 feet, more or less, to the true point of beginning of the exclusion herein described; thence from the true point of beginning run in a Southwesterly direction a distance of 125 feet, more or less, to a point; thence run in a northwesterly direction a distance of 142.00 feet to a point; thence run in a northerly direction a distance 155.00 feet to a point on the westerly right-of-way margin of County Road 85; thence run in a southeasterly direction along the westerly right-of-way margin of County Road 85 a distance of 257 feet, more or less, to the true point of beginning, lying and being within the NE 1/4 of Section 20, Township 6 South, Range 4 West, Morgan County, Alabama, and containing 0.6 acres, more or less.

Tract Six

Begin at the northeast corner of Section 20, Township 6 South, Range 4 West, Morgan County, Alabama, thence run West along the north boundary of said Section 20 a distance of 2360 feet, more or less, to a point; thence South a distance of 1550 feet, more or less, to a point on the north right-of-way margin Mountain Hill Dr., and the true point of beginning of the exclusion herein described; thence from the true point of beginning run in a Northeasterly direction a distance of 300 feet, more or less, to a point; thence run in a Southeasterly direction a distance of 250 feet, more or less, to a point; thence run in a Southwesterly direction a distance of 280 feet, more or less, to a point; thence run in a Northwesterly direction a distance of 80 feet, more or less, on the northeasterly right-of-way margin of Mountain Hill Drive; thence i4 a Northwesterly direction along the northerly right-of-way margin of a Mountain Hill Drive a distance of 240 feet, more or less, to the true point of beginning. lying and being in the NE 1/4 of Section 20. Township 6 South, Range 4 West, Morgan County, Alabama, and containing 1.7 acres, more or less.

Tract Seven

Begin at the southwest corner of the Tract No. 4 of Cain Stovall Subdivision as recorded by map or plat in the Office of the Judge of Probate for Morgan County, Alabama in Plat Book: 1, at Page 70, said point

being on the west boundary of the SE 1/4 of the NE 1/4 of Section 20, Township 6 South, Range 4 West, Morgan County, Alabama, said point also being the true point of beginning of the exclusion herein described; thence from the true point of beginning run North along the west boundary of Tracts No. 4 and 5 of said Cain Stovall Subdivision a distance of 200 feet, more or less, to a point; thence in a Westerly direction a distance of 308 feet, more or less, to a point; thence North a distance of 328 feet, more or less, to a point; thence in a Southeasterly [direction] a distance of 324.00 feet to a point on the west boundary of the SE 1/4 of the NE 1/4 of said Section 20; thence North along the west boundary of the SE 1/4 of the NE 1/4 of said Section 20 a distance of 280 feet, more or less, to a point on the southerly right-of-way margin of Old Highway No. 31; thence in a Southeasterly direction along the southerly right-of-way margin of Old Highway No. 31 a distance of 47 feet, more or less, to a point; thence continue along the westerly right-of-way margin of Old Highway No. 31 in a Southeasterly direction a distance of 350 feet, more or less, to a point on the westerly right-of-way margin of U.S. Highway No. 31; thence in a southerly direction along the westerly right-of-way margin of U.S. Highway No. 31 a distance of 635 feet, more or less, to a point on the north right-of-way margin of Pisbee Road; thence West along the north right-of-way margin of Pisbee Road a distance of 100 feet, more or less, to a point on the west boundary of Tract No. 1 of said Cain Stovall Subdivision; thence North along the west boundary of Tracts No. 1, 2, and 3 of said Cain Stovall Subdivision a distance of 290 feet, more or less, to the true point of beginning, lying and being within the south-half of the NE 1/4 of Section 20, Township 6 South, Range 4 West, Morgan County, Alabama, and containing 3.3 acres, more or less.

Tract Eight

Begin at the southeast corner of the NE 1/4 of the SE 1/4, of Section 20, Township 6 South, Range 4 West, Morgan County, Alabama, and run thence West along the south boundary of the NE 1/4 of the SE 1/4 of said Section 20, a distance of 825 feet, more or less, to a point on the west right-of-way margin of U.S. Highway No. 31 and the true point of beginning of the exclusion herein described; thence from the true point of beginning continue West along the south boundary of the NE 1/4 of the SE 1/4 of said Section 20 a distance of 170 feet, more or less, to a point on the centerline of a right-of-way of an Un-named Public Road; thence along the centerline of a right-of-way of an Unnamed Public Road as it meanders North, then West, then North again a distance of 1592 feet, more or less, to a point on the south right-of-way margin of Deer Springs Drive; thence East along the south right-of-way margin of Deer Springs Drive a distance of 208 feet, more or less, to a point on the westerly right-of-way margin of U.S. Highway No. 31; thence in a Southeasterly direction along the westerly right-of-way margin of U.S. Highway No. 31 a distance of 1335 feet, more or less, and to the true point of beginning, lying and being in the SE 1/4 of Section 20, Township 6 South, Range 4 West, Morgan County, Alabama, and containing 8.4 acres, more or less.

Tract Nine

Begin at the northeast corner of Lot 1, Block F, Pine Forest Estates Addition No. 2 to Flint, Alabama as recorded by map or plat in the Office of the Judge of Probate for Morgan County, Alabama in Plat Book 6, at Page 5, said point being the true point of beginning of the exclusion herein described; thence from the true point of beginning run North along the east boundary of said Pine Forrest Estates Addition No. 2 a distance of 10.02 feet to a point; thence East a distance of 445 feet, more or less, to the westerly right-of-way margin of Mountain Hill Drive Road; thence in a Southwesterly direction along the north westerly right-of-way margin of Mountain Hill Drive a distance of 577 feet, more or less, to a point; thence in a westerly direction a distance of 252.00 feet to a point on the east boundary of said Pine Forrest Estates Addition No. 2; thence North along the east boundary of said Pine Forest Estates Addition No. 2 a distance of 515 feet, more or less, to the true point of beginning, lying and being in the north-half of Section 20 and, within the south-half of Section 17 all being in Township 6 South, Range 4 West, Morgan County, Alabama and containing 3.7 acres, more or less.

Tract Ten

All that right-of-way for Louisville and Nashville Railroad located in the SW 1/4 of the SE 1/4 Section 17 and the NW/14 of the NE 1/4 of Section 20 all in Township 6 South, Range 4 West, Morgan County, Alabama and containing 7.3 acres, more or less.

ALSO LESS AND EXCEPT

A tract of land lying and being in the West one-half of the SW 1/4 of Section 28, T6S, R4W, Morgan County, Alabama and being more particularly described as that part of Lot 5 of Kyle and Blair Subdivision as shown by survey and plat on file in the Office of the Judge of Probate for Morgan County, Alabama in Plat Book 1, at Page 67, that lies west of the centerline of the Old Hartselle and Decatur Road.

ALSO LESS AND EXCEPT

Beginning at the SW corner of Section 17, Township 6 South, Range 4 West, Decatur, Alabama, and run in a northerly direction along the west boundary of said section 17 distance of 832 feet, more or less to a point; thence in an easterly direction to a point on the east right-of-way margin of Norris Mill Road, said point also being the northwest corner of the Pine Forrest Estates Subdivision and being the true point of beginning; thence East along the north boundary of said Pine Forrest Estates Subdivision a distance of

240.00 feet to the northwest corner of Pine Forrest Estates Addition No. 1 as recorded by map or plat in the Office of the Judge of Probate for Morgan County, Alabama in Plat Book 5, at Page 75; thence continue East along the north boundary of said Pine Forrest Estates Addition No. 1 a distance of 450 feet, more or less, to the southwest corner of Days Addition to Flint City, Alabama as recorded by map or plat in the office of the Judge of Probate for Morgan County, Alabama in Plat Book 3 at page 5; thence North along the west boundary of said Days Addition a distance of 890 feet, more or less, to the northwest corner of said Days Addition; thence East along the north boundary of said Days Addition a distance of 363 feet, more or less, to a point; thence North a distance of 750.52 feet, more or less, to a point on the south right-of-way margin of Mill Street; thence West a distance of 422.98 feet to a point; thence South a distance of 503.16 feet to a point; thence West a distance of 20.00 feet to a point; thence South a distance of 275.99 feet to a point; thence West a distance of 351.00 feet to a point; thence North a distance of 326.17 feet to a point; thence turn an angle of 8458' measured clockwise from back tangent and run in a Westerly direction a distance of 154.08 feet, more or less, to a point on the east right-of-way margin of Norris Mill Road; thence turn an angle of 95 02' measured clockwise from the back tangent run south along the east right-of-way margin of Norris Mill Road a distance of 1,190 feet, more or less, to the true point of beginning.

ALSO LESS AND EXCEPT

Beginning at the intersection of the centerline of Central Ave, SW and the north right-of-way margin of Mill Street said point being the point of beginning; thence East along the North right-of-way margin of Mill Street a distance of 2355 feet, more or less, to a point 330 feet West of the southwest corner of the NE 1/4 of said Section 17; thence North a distance of 950 feet, more or less, to a point; thence West a distance of 26 feet, more or less, to a point on the westerly right-of-way margin of the Old Highway No. 31; thence continue West along the south right-of-way margin of a fifty foot right-of-way a distance of 468.85 feet to a point; thence South a distance of 609.37 feet to a point; thence West a distance of 515.00 feet to a point on the west boundary of the east-half of the NW 1/4 of said Section 17; thence North along the west boundary of the east-half of the NW 1/4 of said Section 17 a distance of 1268.74 feet to a point; thence East a distance of 515.00 feet to a Point; thence South a distance of 609.37 feet to a point on the north right-of-way margin of a fifty foot right-of-way; thence East along the north right-of-way margin of a fifty foot right-of-way a distance of 461.70 feet to a point on the westerly right-of-way margin of Old Highway No. 31; thence continue East a distance of 33 feet, more or less, to a point; thence North a distance of 330 feet, more or less, to a point on the north boundary of the south-half of the north-half of said Section 17; thence East along the north boundary of the south-half of the north-half of said Section 17 a distance of 46 feet, more or less, to a point on the easterly right-of-way margin of Louisville and Nashville Railroad; thence in a Northwesterly direction along the easterly right-of-way margin of Louisville and Nashville Railroad a distance of 1370 feet, more or less, to a point on the south right-of-way margin of Old Highway No, 31; thence in an Easterly direction along the south right-of-way margin of Old U.S. Highway No. 31 a distance of 233 feet, more or less, to a point; thence along a curve to the left and along the southerly, then easterly right-of-way margin of Old Highway No. 31 a distance of 413 feet, more or less, to a point; thence North along the east right-of-way margin of Old Highway No. 31 a distance of 267 feet, more or less, to a point where it intersects the westerly right-of-way margin of U.S. Highway No. 31; thence generally in a northwesterly and northerly direction following the west right-of-way line of said U.S. Highway No. 31 to a point on said west right-of-way line located 1,315 feet south of the north line of the SW 1/4 of Section 8, Township 6 South, Range 4 West, Morgan County, Alabama; thence running west a distance of 220 feet to a point; thence north a distance of 220 feet to a point; thence west a distance of 410 feet, more or less, to the easterly right-of-way line of the CSX Transportation, Inc., (Old Seaboard Systems Railroad); thence running in a northwesterly direction along the east right-of-way line of the CSX Transportation, Inc., (Old Seaboard Systems Railroad) a distance of 1,122 feet, more or less, to the north line of said SW 1/4 of Section 8; thence west along the half section line of Section 8, Township 6 South, Range 4 West, Morgan County, Alabama, a distance of 100' feet, more or less, to a point on the westerly right-of-way margin of CSX Railroad; thence S 08° 52' 48" E, a distance of 2387.48' to a point; thence S 89° 53' 01" W, a distance of 693.11' to a point; thence south a distance of 295.2' to a point; thence west a distance of 697.55' along the south line of Section 8; thence north a distance of 295.2' to a point; thence west a distance of 35.76' to a point; thence N 00° 39' 35" E, a distance of 2360.18' to a point; thence west a distance of 658' to a point at the centerline of Central Ave. SW; thence south along the centerline of Central Ave. SW a distance of 5,367 feet, more or less, to the north right-of — way margin of Mill Street, also being the point of beginning.

LESS AND EXCEPT

Begin at the southeast corner of Section 17, Township 6 South, Range 4 West Morgan County, Alabama; thence run northerly along the east boundary of said section 17 a distance of 600 feet, more or less, to the true point of beginning; thence westerly a distance of 700 feet, more or less, to a point; thence northerly a distance of 800 feet, more or less, to a point; thence easterly a distance of 700 feet, more or less, to a point; thence easterly a distance of 660 feet, more or less, to a point on the east boundary of said section 17; thence southerly along the east boundary of said section 17 a distance of 800 feet, more or less, to the true point of beginning.

3-11

CARRIE MATHEWS RECREATION CENTER

Morgan County
Precinct No. 3
Voting Center No. 11

EXHIBIT 6

[Such voting center] shall be at Carrie Mathews Recreation Center, 902 6th Street NW, and shall embrace all that territory described as follows; Beginning at a point where the L & N Railroad Mainline intersects with the centerline of 2nd Street, SW; thence west along the centerline of 2nd Street, SW to the centerline of 14th Avenue, SW; thence south along the centerline of 14th Avenue, SW to the centerline of 3rd Street, SW, thence west along the centerline of 3rd Street, SW to the centerline of 14th Avenue, SW; thence south along the centerline of 14th Avenue, SW to the centerline of Douthit Street, SW; thence west along the centerline of Douthit Street, SW to the centerline of Terrehaute Avenue, SW; thence south along the centerline of Terrehaute Avenue SW to the centerline of 8th Street SW; thence west along the centerline of 8th Street, SW to the intersection of the corporate limits of the City of Decatur, Alabama; thence north along said corporate limits a distance of 47 feet, more or less, to a point on the North Right-of-Way margin of 8th Street, SW; thence in a westerly direction a distance of 613.5 feet, more or less, to a point on the North Right-of-Way margin for 8th Street, SW; thence in a northerly direction a distance of 780 feet, more or less, to a point on the north right-of-way margin for the Old Moulton-Decatur Pike; thence southwesterly along the north right-of-way margin of said road a distance of 350 feet, more or less, to a point on the easterly right-of-way margin for Littrell Avenue; thence in a northerly direction 336 feet, more or less, to a point; thence east a distance of 558 feet, more or less, to a point on the north right-of-way margin for the Old Moulton-Decatur Pike; thence in a southwesterly direction along the said north right-of-way margin a distance of 200 feet, more or less, to a point; thence south 600 feet, more or less, to a point; thence east a distance of 250 feet, more or less, to a point; thence north a distance of 100 feet, more or less, to a point; thence in an easterly direction a distance of 177.7 feet, more or less, to a point; thence in a southerly direction a distance of 111.3 feet, more or less, to a point; thence in an easterly direction a distance of 85.8 feet, more or less, to a point on the west boundary of the SE 1/4 of the SE 1/4 of Section 23, Township 5 South, Range 5 West, Morgan County, Alabama; thence in a northerly direction along the west boundary of the SE 1/4 of the SE 1/4, and the NE 1/4 of the SE 1/4 of said Section 23, a distance of 1890 feet, more or less, to intersect the southeasterly right-of-way margin of the Old Decatur-Moulton Road, SW; thence in a northeasterly direction along the southeasterly right-of-way margin of said Old Decatur-Moulton Road, SW, a distance of 1,347.84 feet to a point; thence north a distance of 90 feet, more or less, to the westerly right-of-way margin of the Old Decatur-Moulton Road, SW; thence in a northwesterly direction a distance of 127 feet; thence turning a 90° angle to the right in a northeast direction a distance of 100 feet; thence N 42°10'25"W a distance of 35.5 feet to a point; thence N 34°07'E a distance of 11.69 feet to a point; thence N 5°05'55"W a distance of 66.476 feet to a point on the southerly R.O.W. line of Lowery Street, SW; thence N87°47'03"E a distance of 340.794 feet to a point on the north westerly R.O. W. line of the Old Moulton Road; thence in a northeasterly direction along the northwest right-of-way margin of the Old Decatur-Moulton Road, SW. a distance of 545 feet, more or less, to a point; thence in a northerly direction along the centerline of Pine Ave., SW a distance of 105 feet, more or less, to a point; thence running west a distance of 230 feet to a point; thence north a distance of 70 feet to a point; thence east a distance of 50 feet to a point; thence north 20 feet to a point at the SE corner of Lot 22 Block 5 Nelson's Addition to Moulton Heights, as shown by map or plat on file in the Office of Judge of Probate, of Morgan County Alabama; thence east a distance of 150 feet, more or less, to the center line of Pine Ave., SW; thence north along the said centerline of Pine Ave., SW a distance of 175 feet, more or less to a point; thence east along the south ROW line of an existing alley a distance of 200 feet, more or less, to a point; thence south a distance of 219.99 feet to a point on the northwesterly ROW margin of Old Moulton Road; thence in a northeasterly direction along the northwest ROW margin of the Old Decatur-Moulton Road, SW a distance of 1165 feet, more or less, to a point thence turning an angle of 10751' measured clockwise from back tangent and running in a northwesterly direction a distance of 266.14 feet to a point; thence turning an angle 10751' counterclockwise from back tangent and running in a northerly direction, a distance of 240 feet to a point; thence turning an angle of 90measured clockwise from back tangent and running in a westerly direction a distance of 524 feet to a point; thence turning an angle of 9001' measured counterclockwise from back tangent and running in a northerly direction, a distance of 761.45 feet, more or less, to a point on the north right-of-way margin of Alabama Highway No. 24 (Moulton St.) thence east along the north right-of-way margin of Alabama Highway No. 24 a distance of 1,352.34 feet to a point; thence north a distance of 1,084 feet to a point; thence west, parallel with the north margin of Lot 1 of the D.V. Moseley Estates Subdivision No. 1, a distance of 423.06 feet to a point, said point being 721.90 feet south of the northwest corner of said Lot No. 1; thence South along the west margin of said Lot No. 1 a distance of 145.5 feet to a point on the west margin of said Lot No. 1; thence west parallel with the north margin of Lot No. 4 of the D.V. Moseley Estates Subdivision No. 1 a distance of 595.41 feet to a point; thence north parallel with the west margin of said Lot No. 4 a distance of 771.64 feet to a point; thence west parallel with the north margin of said Lot No. 4 a distance of 297.66 feet to a point, said point being 95.76 feet South of the northwest corner of said Lot No. 4; thence south along the west margin of said Lot No. 4 a distance of 769 feet to a point on the west margin of said Lot #4; thence west a distance of 357.2 feet to a point on the east margin of 22nd Avenue, NW; thence north along the east margin of 22nd Avenue, NW a distance of 871 feet to a point; thence east along the north margin of Lots 1, 4, and 5 of the D.V. Moseley Estates Subdivision No. 1 a distance of 2,147

feet, more or less, the northeast corner of Lot No. 1 of said Subdivision said point being on the half section line of Section 13, Township 5 South, Range 5 West, Morgan County, Alabama; thence north along the half section line of said Section 13, a distance of 1,320 feet, more or less, to a point; thence in a westerly direction a distance of 729 feet, more or less, to a point; thence in a northerly direction a distance of 720 feet, more or less, to a point; thence South 7252'06" West, a distance of 863.51 feet; thence, South 0249'30" East, a distance of 148.41 feet; thence, South 6708'36" West, a distance of 5,663.24 feet to a point on the easterly right-of-way boundary of Alabama Highway No. 67; thence North 0310'48" West, along said easterly right-of-way boundary for Alabama Highway No. 67, a distance of 110.48 feet to a point on the southerly right-of-way boundary of Southern Railway Company's main track, as it runs between Memphis, Tennessee and Stevenson, Alabama; thence North 3356'12" East, along said highway right-of-way boundary, a distance of 186.28 feet; thence, northeasterly along said right-of-way boundary for said track which is along a line curved to the right (radius 1,858.46 feet - chord North 5708'58" East, a chord distance of 1,465.05 feet) an arc distance of 1,505.91 feet; thence North 8021'48" East along said right-of-way boundary for said track, a distance of 530.69 feet; thence, northeasterly along said right-of-way boundary for said track which is along a line curved to the left (radius 2,409.74 feet - chord North 6956'59" East, a chord distance of 871.09 feet) an arc distance of 875.90 feet; thence, North 5932'12" East along said Railroad right-of-way boundary, a distance of 386.32 feet; thence Northeasterly along said right-of-way boundary for said track which is along a line curved to the right (radius 3,835.05 feet chord North 6612'00" East, a chord distance of 890.34 feet) an arc distance of 892.35 feet; thence, North 7252'06" East, along said right-of-way boundary for said track, a distance of 1,453.92 feet; thence, North 7248'24" East, along said right-of-way boundary for said track, a distance of 864.89 feet; thence in an easterly direction along the Southerly right-of-way of said CSX Transportation, Inc. (Old L & N Railway) a distance of 8,000 feet, more or less, to its intersection with the centerline of the Southern Railroad; thence south along the centerline of the Southern Railroad to its intersection with the centerline of the CSX Railroad mainline; thence south along the centerline of the CSX Railroad Mainline to the point of beginning.

AND ALSO

All That Part Of The Southwest Quarter Of Section 13, Township 5 South, Range 5 West Of The Huntsville Meridian, Morgan County, Alabama, More Particularly Described As Commencing At An Iron Pin Found Being The Northeast Corner Of That Tract Of Property Noted As Conveyed To Berchie Lee Nelms As Described In Deed Book 566 At Page 104 And Recorded In The Office Of The Judge Of Probate, Morgan County, Alabama, Said Point Being The True Point Of Beginning.

Thence From The True Point Of Beginning Along The Easterly Boundary Of Said Tract South 01 Degree 05 Minutes 30 Seconds West 746.52 Feet To The Northeast Corner Of A Tract Of Property As Described In Deed Book 2000 At Page 3292; Thence Along The Northerly Boundary Of Said Tract North 89 Degrees 11 Minutes 34 Seconds West 128.67 Feet To The Northwest Corner Of Said Tract; Thence Along The Westerly Boundary Of Said Tract South 01 Degree 10 Minutes 33 Seconds West 155.98 Feet To The Southwest Corner Of Said Tract; Thence Along The Southerly Boundary Of Said Tract South 89 Degrees 11 Minutes 34 Seconds East 128.90 Feet To A Point On The Easterly Boundary Of The Berchie Lee Nelms Tract Described In Deed Book 566 At Page 104; Thence Along Said Boundary South 01 Degrees 05 Minutes 30 Seconds West 805.76 Feet To A Point On The Northerly Right-Of-Way Margin Of Moulton Street (Al. Highway 24); Thence Along Said Margin North 89 Degrees 22 Minutes 41 Seconds West 593.66 Feet To The Westerly Boundary Of Said Berchie Lee Nelms Tract; Thence Along Said Westerly Boundary North 01 Degree 02 Minutes 36 Seconds East 526.16 Feet To The Southerly Boundary Of That Tract Of Property As Described In Deed Book 1725 At Page 480; Thence Along The Boundary Of Said Tract The Following: South 87 Degrees 15 Minutes 25 Seconds East 25.92 Feet, North 33 Degrees 10 Minutes 11 Seconds East 25.22 Feet, North 45 Degrees 58 Minutes 58 Seconds East 49.48 Feet, North 54 Degrees 45 Minutes 42 Seconds East 49.74 Feet, North 54 Degrees 44 Minutes 15 Seconds East 164.48 Feet, North 31 Degrees 48 Minutes 56 Seconds East 136.62 Feet, North 06 Degrees 41 Minutes 15 Seconds East 58.83 Feet, North 85 Degrees 37 Minutes 58 Seconds West 115.76 Feet, South 82 Degrees 12 Minutes 03 Seconds West 102.00 Feet, South 88 Degrees 20 Minutes 55 Seconds West 106.35 Feet To A Point On The Westerly Boundary Of The Berchie Lee Nelms Tract; Thence Along Said Westerly Boundary North 01 Degree 02 Minutes 36 Seconds East 845.74 Feet To An Iron Pin Found At The Northwest Corner Of Said Tract; Thence Along The Northerly Boundary Of Said Tract South 88 Degrees 36 Minutes 10 Seconds East 595.10 Feet To The True Point Of Beginning.

Less And Except:

That Portion Of The Above Described Tract Previously Annexed Into The Corporate Limits Of The City Of Decatur.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF HUNTSVILLE ON BEHALF OF MORGAN COUNTY SHERIFF'S OFFICE ACCEPTING THE K9 ACCORDING TO TERMS AND CONDITIONS AS STATED.

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

RESOLUTION 14-128

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute Memorandum of Understanding with the City of Huntsville on behalf of Morgan County Sheriff's Office accepting the K9 according to terms and conditions as stated, this the 28th day of January, 2014.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO ADVERTISE FOR BIDS TO EQUIP 10 NEW PATROL UNITS. TO BE BID AS A COMPLETE PACKAGE PER UNIT, NOT INDIVIDUAL ITEMS LISTED.

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

RESOLUTION 14-129

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to advertise for bids to equip 10 new patrol units. To be bid as a complete package per unit, not individual items listed, this the 28th day of January, 2014.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO ADVERTISE FOR BIDS FOR 25 COMPUTERS FOR COUNTY OFFICES.

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

RESOLUTION 14-130

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to advertise for bids for 25 computers for county offices, this the 28th day of January, 2014.

ADOPT RESOLUTION TO ENTER INTO UTILITY AGREEMENT WITH ARAB WATER WORKS TO RELOCATE WATER LINES AT RESCUE ROAD FOR BRIDGE REPLACEMENT PROJECT MCP 52-135-12, DISTRICT 4.

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

RESOLUTION 14-131

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby agree to enter into Utility Agreement with Arab Water Works to relocate water lines at Rescue Road for bridge replacement project MCP 52-135-12, District 4, this the 28th day of January, 2014.

ADOPT RESOLUTION APPROVING PURCHASE OF RIGHT-OF-WAY FROM MULTIPLE OWNERS FOR A TOTAL OF \$20,270 FOR BRIDGE REPLACEMENT PROJECT MCP 52-137-12 KIRBY BRIDGE ROAD WITH DISTRICT 1 PAYING \$2,160 AND DISTRICT 2 PAYING \$18,110.

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

RESOLUTION 14-132

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve purchase of right-of-way from multiple owners for a total of \$20,270 for bridge replacement project MCP 52-137-12 Kirby Bridge Road with District 1 paying \$2,160 and District 2 paying \$18,110, this the 28th day of January, 2014.

ADOPT RESOLUTION INITIATING BRIDGE REPLACEMENT PROJECT ON COTACOFLORETTE ROAD, PROJECT MCP 52-138-14, DISTRICT 4.

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

RESOLUTION 14-133

COUNTY OF MORGAN Project No. MCP 52-138-14

STATE OF ALABAMA Functional Classification No. ACBRZ5200-ATRP()

WHEREAS, the County Commission of Morgan County, Alabama is desirous of constructing or improving, by force account, by contract or both, a section of road included in the Morgan County Road System as follows:

Replacement of a 204 ft bridge over Cotaco Creek on Cotaco Florette Road approximately 3 miles Southwest of Somerville and Resurface and Traffic Stripe Cotaco Florette Road from Alabama Highway 67 to Alabama Highway 36 for approximately 4.1 miles.

Bridge Construction: Cotaco Florette Road
Structure No. 0 CO0152 52 0000025X 00
Sufficiency Rating – 43.1
Status = 1
BIN No. 003884

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the Regular session of the Commission of Morgan County, this day of January 28, 2014.

ADOPT RESOLUTION INITIATING BRIDGE REPLACEMENT PROJECT ON CEDAR CREEK CHURCH ROAD, PROJECT MCP 52-139-14, DISTRICT 3.

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

RESOLUTION 14-134

COUNTY OF MORGAN Project No. MCP 52-139-14

STATE OF ALABAMA Functional Classification No. ACBRZ5200-ATRP()

WHEREAS, the County Commission of Morgan County, Alabama is desirous of constructing or improving, by force account, by contract or both, a section of road included in the Morgan County Road System as follows:

Replacement of a 47 ft bridge over Cedar Creek on Cedar Creek Church Road approximately 1 mile South of Hartselle.

Bridge Construction: Cedar Creek Church Road
Structure No. 0 CO0124 52 0000079Z 00
Sufficiency Rating – 19.3
Status = 1
BIN No. 018217

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the Regular session of the Commission of Morgan County, this day of January 28, 2014.

ADOPT RESOLUTION INITIATING RESURFACING PROJECT ON EVA ROAD, PROJECT MCP 52-140-14, DISTRICT 3.

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

RESOLUTION 14-135

COUNTY OF MORGAN Project No. MCP 52-140-14

STATE OF ALABAMA Functional Classification No. STPNU5200-ATRP()

WHEREAS, the County Commission of Morgan County, Alabama is desirous of constructing or improving, by force account, by contract or both, a section of road included in the Morgan County Road System as follows:

Resurface and Traffic Stripe Eva Road for 1.1 miles from the Cullman County Line to the Intersection of Highway 55.

Location Map Attached

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the Regular session of the Commission of Morgan County, this day of January 28, 2014.

ADOPT A RESOLUTION ACCEPTING A DEED FOR ADDITIONAL RIGHT-OF-WAY AND A CUL-DE-SAC ON GOOSE POND ROAD WHICH IS AN EXISTING COUNTY ROAD OFF OF VAUGHN BRIDGE ROAD IN COMMISSION DISTRICT 2.

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

RESOLUTION 14-136

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize accepting a deed for additional right-of-way and a cul-de-sac on Goose Pond Road which is an existing County road off of Vaughn Bridge Road in Commission District 2, this the 28th day of January, 2014.

ADOPT A RESOLUTION ACCEPTING LAKE VIEW CIRCLE INTO THE COUNTY MAINTAINED ROAD SYSTEM AND RELEASING ANY BONDS BEING HELD FOR THE ROAD. SAID ROAD WAS BUILT ACCORDING TO REGULATIONS AND IS PART OF THE LAKES AT OAKRIDGE SUBDIVISION IN DISTRICT 2.

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

RESOLUTION 14-137

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize accepting Lake View Circle into the County maintained road system and releasing any bonds being held for the road. Said road was built according to regulations and is part of The Lakes at Oakridge Subdivision in District 2, this the 28th day of January, 2014.

ADOPT RESOLUTION AND ORDER AUTHORIZING CERTAIN ACTION WITH RESPECT TO GENERAL OBLIGATION WARRANTS, SERIES 2014, OF MORGAN COUNTY, ALABAMA.

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for 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 14-138

A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR THE PAYMENT OF \$8,605,000 GENERAL OBLIGATION WARRANTS, SERIES 2014

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

ARTICLE 1

Definitions and Use of Phrases

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

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 4.03(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 means a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the state where the principal corporate office of the Paying Agent is located and a day on which the payment system of the Federal Reserve System is operational.

Code means 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 means the Continuing Disclosure Agreement dated the date of delivery by the Issuer in favor of the Holders.

County Treasurer 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 Treasurer 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 means direct general obligations of the United States of America or any securities on which the payment of the principal and interest are unconditionally guaranteed by the United States of America.

Fiscal Year means 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 means 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.

Interest Payment Date shall mean April 1, 2014 and each April 1 and October 1 thereafter.

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

Letter of Representation means and includes (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.

Official Statement shall have the meaning assigned in Section 3.05(a).

Outstanding when used with respect to Warrants means, 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 whose payment or redemption 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 Section 5.02; 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 by the Issuer as the paying agent for the Warrant Fund and the paying agent and registrar for the Warrants, and (ii) any successor bank designated as such depository, paying agent and registrar pursuant to Section 10.03 hereof.

Person shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

Principal Office of the Paying Agent means 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.

Public Safety Project means the county jail and prison facilities to be acquired and constructed with a portion of the proceeds of the Warrants.

Public Transportation Project means the public highways, roads, streets, bridges, and other public ways, and related public facilities and infrastructure improvements, of the Issuer to be acquired and constructed with a portion of the proceeds of the Warrants.

Qualified Investments means:

- (a) Federal Securities or a trust or fund consisting of Federal Securities;
 - (b) Obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America:
 - (1) Farmers Home Administration;
 - (2) General Services Administration;
 - (3) U.S. Maritime Administration;
 - (4) Small Business Administration;
 - (5) Government National Mortgage Association (GNMA);
 - (6) U.S. Department of Housing and Urban Development (HUD);
-

(7) Federal Housing Administration (FHA);

(c) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under the laws of the State of Alabama; or

(d) any investment, obligation, or security at any time permitted by the laws of the State of Alabama for the investment or security of municipal or public funds, including without limitation Section 11-81-21 of the Code of Alabama 1975.

Record Date means, for each Interest Payment Date, the fifteenth day of the month (whether or not a Business Day) next preceding any Interest Payment Date.

Resolution and Order means 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.

Tax Certificate and Agreement means that certain Tax Certificate and Agreement delivered by the Issuer with respect to the Warrants on the date of issuance thereof.

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.

Warrant Fund means the fund established pursuant to Section 7.01 hereof.

Warrant Purchase Agreement shall mean the Warrant Purchase Agreement dated January 15, 2014 by the Issuer and Merchant Capital, L.L.C.

Warrant Registrar means the agent of the Issuer appointed as such pursuant to Section 4.01 for the purpose of registering Warrants and transfers of Warrants.

Warrants means the General Obligation Warrants, Series 2014, authorized to be issued pursuant to the provisions of this Resolution and Order.

ARTICLE 2

Source of Payment of Warrants

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

By acceptance of a Warrant, the Holder or Beneficial Owner thereof shall have agreed that 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.

ARTICLE 3
The Warrants

Section 3.01 Determinations and Representations Respecting the Warrants

The Issuer, upon evidence duly presented to and considered by it, does hereby find, determine and represent 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 payment of the costs of:

- (1) the Public Safety Project;
- (2) the Public Transportation Project; and
- (3) issuance expenses of the Warrants.

(b) Allocation of Proceeds of Warrants to Projects.

(1) The Issuer hereby finds and determines that the principal amount of \$5,075,000 of the Warrants shall be needed for the Public Safety Project and the principal amount of \$3,530,000 of the Warrants shall be needed for the Public Transportation Project.

(2) The Issuer hereby allocates the principal maturities of the Warrants to the respective Projects to be financed thereby as follows:

<u>Public Safety Project</u>		<u>Public Transportation Project</u>	
<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>
2014	\$205,000	2014	\$180,000
2015	200,000	2015	205,000
2016	205,000	2016	210,000
2017	210,000	2017	210,000
2018	215,000	2018	215,000
2019	220,000	2019	225,000
2020	230,000	2020	230,000
2021	230,000	2021	235,000
2022	235,000	2022	240,000
2023	245,000	2023	245,000
2024	250,000	2024	250,000
2025	255,000	2025	260,000
2026	265,000	2026	265,000
2027	270,000	2027	275,000
2028	280,000	2028	285,000
2029	290,000		
2030	300,000		
2031	310,000		
2032	325,000		
2033	335,000		

(c) 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, 2013) is not less than \$1,264,512,920, 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.

(d) Compliance with Enabling Law. For purposes of Section 11-28-1.1(5) of the Enabling Law:

- (1) the Issuer is authorized to acquire the Public Safety Project pursuant to Section 11-14-40 of the Code of Alabama 1975; and

(2) the Issuer is authorized to acquire the Public Transportation Project pursuant to Section 11-3-10, and Article 3 of Chapter 1 of Title 23, of the Code of Alabama 1975.

Section 3.02 Authorization and Description of Warrants

(a) (1) Pursuant to the Constitution and laws of the State of Alabama, including particularly the Enabling Law, there is hereby authorized to be issued a series of warrants in the aggregate principal amount of \$8,605,000 for the purposes set forth in Section 3.01.

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

(b) The Warrants shall be designated “General Obligation Warrants, Series 2014,” shall be in fully registered form, without coupons, shall be in Authorized Denominations, shall be numbered for identification as determined by the Paying Agent, and shall be dated January 1, 2014.

(c) The Warrants shall mature on April 1 in the following year and in the following principal amount and shall bear interest at the following per annum rate:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2014	\$385,000	2.000%
2015	405,000	2.000
2016	415,000	2.000
2017	420,000	2.000
2018	430,000	3.000
2019	445,000	3.000
2020	460,000	1.750
2021	465,000	2.200
2022	475,000	2.400
2023	490,000	2.700
2024	500,000	2.850
2025	515,000	3.000
2026	530,000	3.150
2027	545,000	3.250
2028	565,000	3.400
2029	290,000	3.500
2030	300,000	3.650
2031	310,000	3.750
2032	325,000	3.850
2033	335,000	4.000

(d) Interest on the Warrants shall be payable on each Interest Payment Date on the basis of a 360-day year of 12 consecutive 30-day months.

(e) The principal of, premium (if any) and interest on the Warrants shall be payable in lawful money of the United States of America, without deduction for exchange, fees or expenses, as provided in this Resolution and Order and as set forth in the Warrants.

(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 authentication and registration certificates and the assignments appertaining thereto 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, ALABAMA
GENERAL OBLIGATION WARRANTS
SERIES 2014**

No. R-1

DATED DATE: **MATURITY DATE:** **INTEREST RATE:** **CUSIP:**
January 1, 2014 **April 1, 20__** _____% **617073__**

MORGAN COUNTY, 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 Treasurer (or any successor to the duties and functions thereof) of the Issuer 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 April 1, 2014 and on April 1 and October 1 in each year thereafter.

Authority for Issuance; Source of Payment and Security; Reference to Resolution and Order

This warrant is one of a duly authorized issue of \$8,605,000 General Obligation Warrants, Series 2014 (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.

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 Warrants shall never constitute an indebtedness, pecuniary liability, or charge against the general credit or taxing power, of the State of Alabama or any political subdivision thereof except the Issuer.

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, or of any beneficial interest in this Warrant, by the acquisition hereof, hereby assents and agrees to be bound.

Payment; Warrant Fund

The principal of and interest on the Warrants shall be payable in lawful money of the United States of America, without deduction for exchange, fees or expenses, by the Issuer through the Paying Agent.

During a period in which the Book-Entry System is not in effect for the Warrants: (1) 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); (2) payment of the principal of (and premium, if any, on) the Warrants shall be made to the Holders only upon surrender of the Warrants at the Principal Office of the Paying Agent; and (3) all such payments of principal of, premium (if any) and interest on the 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.

During a period in which the Book-Entry System is in effect for the Warrants: (1) payments of principal, interest, and redemption premium, if any, with respect to the Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder; provided, that payment of the principal of (and premium, if any, on) 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 Office of the Paying Agent; (2) the Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners; and (3) all such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of, premium (if any) 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.

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.

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, premium (if any) 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.

The Issuer has established in the Resolution and Order a special fund designated “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

Optional Redemption

The Warrants will be subject to prior redemption at the option and direction, of the Issuer, as a whole or in part in integral multiples of an Authorized Denomination, on April 1, 2019 or on any date thereafter, in such principal amounts as the Issuer may determine and by lot within a maturity, at a redemption price for each Warrant redeemed equal to the principal amount thereof to be redeemed plus accrued interest to the redemption date, without premium or penalty.

General

Warrants to be redeemed shall be selected by the Securities Depository or Paying Agent as provided in the Resolution and Order, and redemption thereof shall be effected in the manner, upon the notice, and on the terms and conditions provided in the Resolution and Order.

Notice meeting the requirements of the Resolution and Order of the intended redemption of any Warrants 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.

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.

Warrants Payable on Redemption Date; Interest to Cease to Accrue after Redemption Date

Notice of redemption having been given as aforesaid, the Warrants to be redeemed will, 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 will cease to bear interest. Installments of interest due prior to the redemption date will be paid to the registered holders of the Warrants on the relevant record dates.

Registration, Transfer, Exchange; Book Entry System

The Warrants are initially issued in Authorized Denominations pursuant to the Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee. During the period in which the Securities Depository Nominee is the registered owner of the Warrants, purchases and transfers of ownership of beneficial interests in the Warrants will be evidenced by book-entry only, as more particularly provided in the Resolution and Order.

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 the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the owners of beneficial interests in the Warrants, the Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, and the following provisions with respect to registration, transfer and exchange of the Warrants by the registered owners thereof shall apply, subject to the further conditions set forth in the Series 2013 Warrants Resolution and Order with respect thereto:

(a) The Warrants may be transferred by the registered owner in person or by authorized attorney, only on the Warrant Register maintained by the Paying Agent and only upon surrender of the Warrant to the Paying Agent for cancellation with a written instrument of transfer acceptable to the Paying Agent executed by the registered owner or his duly authorized attorney, and upon any such transfer, a new Warrant of like tenor shall be issued to the transferee in exchange therefor.

(b) The registered owner of any Warrant in a face amount of more than the smallest Authorized Denomination may surrender the same in exchange for more than one Warrant, each in the principal amount which is an integral multiple of an Authorized Denomination, having the same year of maturity as the Warrant so surrendered and the same aggregate principal amount. The registered owner of two or more Warrants having the same principal maturity may surrender the same in exchange for a single Warrant in the aggregate principal amount of the Warrants so surrendered.

(c) The Paying Agent shall not be required to transfer or exchange any Warrant during the period from 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 register or transfer any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

No charge shall be made for the privilege of transfer or exchange, but the registered owner of any Warrant requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant.

The Resolution and Order provides that each registered owner of the Warrants, by receiving or accepting the Warrant, consents and agrees and is estopped to deny that, insofar as the Issuer and the Paying Agent are concerned, the Warrant may be transferred only in accordance with the provisions of the Resolution and Order.

General

The Resolution and Order provides that, as a condition of, and a consideration of, the issuance of the Warrants, each Holder or Beneficial Owner thereof, by acceptance of a Warrant shall have agreed that 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 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 authorization, 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 Issuer Council 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

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 Warrant Fund referred to herein.

Chairman of the Morgan County Commission

AUTHENTICATION AND REGISTRATION DATE: January 30, 2014

**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 3.03 Execution, Authentication and Delivery of Warrants

(a) The Warrants shall be executed in the name of and on behalf of the Issuer by signature of the Chairman of the Morgan County Commission, shall be sealed with the seal of the Issuer imprinted thereon, and said seal and said Warrants shall be attested by the Chief Administrative Officer of the Issuer. The Warrants shall be registered by the Chairman of the Morgan County Commission as a claim against the Issuer and the Warrant Fund. 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. All Warrants bearing the signature of officers in office on the date of signing thereof shall be valid and binding obligations, notwithstanding that before the delivery and payment therefor, such officers whose signatures appear thereon shall have ceased to be officers of the Issuer.

(b) The Paying Agent is hereby directed to execute the Authentication and Registration Certificate appearing on each Warrant.

(c) No Warrant issued hereunder shall be the valid and binding obligation of the Issuer unless said Authentication and Registration Certificate shall have been executed as provided herein.

Section 3.04 Sale and Delivery of Warrants; Closing Papers

(a) The Warrants are hereby sold to Merchant Capital, L.L.C., upon the payment to the Issuer of the purchase price of \$8,566,272.59, being the principal amount thereof less underwriting discount of \$94,655.00 and plus net original issue premium of \$36,303.05 and plus accrued interest of \$19,624.54. The Issuer has determined that the sale of the Warrants to such purchaser on such terms is most advantageous to the Issuer.

(b) 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 either 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 Chief Administrative Officer 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 3.05 Approval of Official Statement for the Warrants

(a) The Official Statement dated January 15, 2014 (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 Issuer, is hereby authorized, approved and adopted.

(b) The Issuer 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 delivery 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 the Chairman of the Morgan County Commission 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.

Section 3.06 Application of Proceeds of Warrants

The net proceeds of the Warrants of \$8,566,272.59 (the principal amount of \$8,605,000.00 plus net original issue premium of \$36,303.05 and plus accrued interest of \$19,624.54 and less underwriting discount of \$94,655.00) shall be applied as follows:

(a) the amount of \$19,624.54 received as accrued interest shall be deposited in the Warrant Fund and applied to the payment of interest on the Warrants on April 1, 2014;

(b) the amount of \$46,648.05 shall be applied by the Issuer to the payment of the expenses of issuing the Warrants, and any excess thereof shall be applied as determined by the Issuer for the Public Safety Project and the Public Transportation Project;

(c) the amount of \$3,500,000 shall be applied for the Public Transportation Project; and

(d) the amount of \$5,000,000 shall be applied for the Public Safety Project.

ARTICLE 4

Registration of Warrants

Section 4.01 Registration of Warrants

(a) 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.

(b) The Paying Agent is hereby appointed “Warrant Registrar” for the purpose of registering Warrants and transfers of Warrants as herein provided.

Section 4.02 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 4.04.

(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) No charge shall be made for the privilege of transfer or exchange, but the registered owner of any Warrant requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Warrant will be required to

pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant.

(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 4.03 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, interest, and redemption premium, if any, 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 (and premium, if any, on) 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 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, premium (if any) 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 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 6.

(e) 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.

(f) 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.

(g) 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, premium (if any) 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.

(h) 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.

(i) 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 following provisions with respect to registration, transfer and exchange of such Warrants by the registered owners thereof shall apply.

Section 4.04 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. All cancelled Warrants held by the Paying Agent shall be destroyed and certificates thereof furnished to the Issuer.

ARTICLE 5

Payment and Defeasance of Warrants

Section 5.01 Payment of Warrants; Payment Dates; Persons Deemed Owners

(a) The principal of, premium (if any) and interest on the Warrants shall be payable at the Principal Office of the Paying Agent and 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.

(c) 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, premium (if any) 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.

Section 5.02 Defeasance of Warrants

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

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding under this Resolution and Order if (1) in case any of said Warrants are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give and publish notice of redemption thereof on such date, (2) 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, premium (if any) and interest due and to become due on said Warrants on and prior to the redemption date or maturity date thereof, as the case may be, and (3) in the event said Warrants are not by their terms subject to redemption or 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 by clause (2) of this subsection has 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 or redemption date or dates upon which moneys are to be available for the payment of the principal of and premium (if any) on 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 or redemption price, if applicable, 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, premium (if any) 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 Warrant Fund after payment in full of the Warrants (or provision having been made therefor in accordance with this Article), 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.

Section 5.03 Expenses of Collection

The Issuer hereby 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 reasonable attorneys' fees.

**ARTICLE 6
Redemption of Warrants**

Section 6.01 General Applicability of Article

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

Section 6.02 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 6.03 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 6.04 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 6.05 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 6.06 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 6.07 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 7
The Warrant Fund

Section 7.01 The Warrant Fund

(a) (1) There is hereby established a special fund which shall be designated the "Warrant Fund".

(2) The Paying Agent shall be the depository, custodian and disbursing agent for the Warrant Fund.

(3) The money in the Warrant Fund shall be used only to pay principal of and interest on the Warrants as the same shall become due and payable.

(b) (1) The Issuer shall deposit in the Warrant Fund the following amounts on the following dates:

(i) 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.

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

(iii) Any money required to be deposited in the Warrant Fund pursuant to this Resolution and Order or received by the Paying Agent when accompanied by directions that such money is to be deposited in the Warrant Fund.

(2) The Issuer and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Warrant Fund shall be applied to the payment of principal of and 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 Warrant Fund shall be applied to the payment of principal of and interest on the Warrants within 12 months from the date of receipt of such income or profits.

(c) (1) The Issuer acknowledges that deposits and transfers to the 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.

(2) If on any principal or interest payment date the amount on deposit in the 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 Warrant Fund.

(d) The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient money from the 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.

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

Section 7.02 Investment of and Security For Warrant Fund

(a) The Paying Agent shall invest money in the Warrant Fund 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 Warrant Fund 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 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 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 Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Warrant Fund continuously secured for the benefit of the Issuer and the registered owners of the Warrants, either (1) by holding on deposit as collateral security Federal Securities or other marketable securities eligible as security for the deposit of public 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 8

Special Covenants of the Issuer Respecting Federal Tax Matters

Section 8.01 Covenants with Respect to Compliance with the Code

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

(b) 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.

Section 8.02 Designation of Warrants Pursuant to Section 265 of the Code

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 than \$10,000,000 of "qualified tax-exempt obligations" during calendar year 2014, 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 2014 will exceed \$10,000,000.

ARTICLE 9

Approval of Agreements

Section 9.01 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 Issuer Council 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 9.02 Approval of Warrant Purchase Agreement

(a) The Warrant Purchase Agreement, in substantially the form and of substantially the content as the form of Warrant Purchase Agreement presented to and considered by 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 Warrant Purchase Agreement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as the Chairman of the Morgan County Commission may deem necessary or desirable and shall approve, which approval shall be conclusively evidenced by execution by the Chairman of the Morgan County Commission of the Warrant Purchase Agreement as herein provided, and the Chief Administrative Officer is hereby authorized and directed to affix to the Warrant Purchase Agreement the seal of the Issuer and to attest the same.

(c) Any prior execution of the Warrant Purchase Agreement by the Chairman of the Morgan County Commission and Chief Administrative Officer is hereby ratified and approved.

ARTICLE 10

The Paying Agent

Section 10.01 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 Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

Section 10.02 Duties of Paying Agent; Payments at Par

(a) The Paying Agent, by acceptance of its duties hereunder, shall have agreed thereby with the registered owners from time to time of the Warrants that it will make all remittances of principal of, premium (if any), 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 registered owners of the Warrants 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.

(b) The Paying Agent shall not be liable hereunder except for its noncompliance with the provisions hereof, its willful misconduct or its gross negligence.

(1) It may execute any of the powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ

and who are selected by it with reasonable care, but it shall be responsible for the observance by such agents and attorneys in fact of the terms and conditions hereof.

(2) It may consult with counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to an express provision hereof.

(3) It need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such warrant.

(4) It shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper party.

(5) It shall be entitled to reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services.

(6) Any action taken by the Paying Agent at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any warrants issued hereunder in lieu thereof.

(7) It may the Holder of Warrants as if not Paying Agent hereunder.

(8) It shall not be liable for proper application of any moneys other than those that may be paid to or deposited with it.

(9) It shall not unreasonably withhold or delay any consent or approval required of it under the provisions of this Resolution and Order.

(10) All moneys received by the Paying Agent to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The Paying Agent shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(11) It may make any investments permitted hereby through its own investment department or affiliated entity, and any Qualified Investments issued or held by it hereunder shall be deemed investments and not deposits.

(12) It shall, upon reasonable request, advise the Issuer of the amount at the time on deposit in any of the special funds herein created.

(13) The recitals of fact herein and in the Warrants are statements by the Issuer and not by the Paying Agent, and the Paying Agent is in no way responsible for the validity or security of the Warrants, or the validity or enforceability of the Resolution and Order. The Paying Agent does, however, assume responsibility for its eligibility to accept and administer the duties created hereby, and it agrees and represents that it is duly authorized to accept and administer such duties and that the acceptance and administration by it of such duties do not violate or contravene, and are not void or voidable under, any applicable state or federal law now existing.

(14) The Paying Agent shall have no obligation to file financing statements or continuation statements.

(15) The Paying Agent's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Resolution and Order shall extend to the Paying Agent's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Paying Agent's right to compensation, shall survive the Paying Agent's resignation or removal, the discharge of this Resolution and Order, and final payment of the Warrants.

Section 10.03 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 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 10.04 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 \$50,000,000.

(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 10.05 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 any of the parties hereto. 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 11

Provisions of General Application

Section 11.01 Effect of Headings and Table of Contents

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

Section 11.02 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 11.03 Governing Law

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

Section 11.04 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.

ARTICLE 12

Provision of Resolution and Order a Contract; Enforceability and Severability; Remedies

(a) The terms, provisions and conditions set forth in this Resolution and Order constitute a contract between the Issuer and the registered owners of the Warrants and shall remain in effect until the principal of and interest on the Warrants shall have been paid in full as provided in Section 5.02.

(b) 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.

(c) The Issuer agrees (i) the registered owners of the Warrants shall have all rights and remedies for the enforcement of the Warrants and this Resolution and Order as may be provided by the laws of the State of Alabama, including particularly the Enabling Law, and (ii) the Chairman of the Morgan County Commission, or other cognizant officer of the Issuer (or any successor to the duties and functions thereof), is subject to mandamus in the event such officer has money available for payment of principal of and interest on the Warrants and does not, as required by this Resolution and Order, deposit such money in the Warrant Fund, when and as required by Section 7.01 of this Resolution and Order in each Fiscal Year, and apply such proceeds (and investment earnings thereon) to the payment of the principal of and interest on the Warrants when and as the same become due and payable in each Fiscal Year in amounts sufficient for such purposes.

The foregoing Resolution and Order was adopted this 28th day of January, 2014.

Chairman of the Morgan County Commission

S E A L

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 Mr. Don Stisher that said Resolution and Order be now placed upon its final passage and adopted. The motion was seconded by Mr. Greg Abercrombie. 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.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO ADVERTISE FOR BIDS FOR FENCING AT BALL FIELD NUMBER 2, BRINDLEE MOUNTAIN BALLPARK.

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

RESOLUTION 14-139

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to advertise for bids for fencing at ball field number 2, Brindlee Mountain ballpark, this the 28th day of January, 2014.

ADOPT RESOLUTION APPROVING REIMBURSEMENT TO KIM THURSTON, DIRECTOR OF COMMUNITY CORRECTIONS, IN THE AMOUNT OF \$100.00 FOR AACC MEMBERSHIP DUES EFFECTIVE OCTOBER, 2013 THRU OCTOBER, 2014.

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

RESOLUTION 14-140

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve reimbursement to Kim Thurston, Director of Community Corrections, in the amount of \$100.00 for AACC membership dues effective October, 2013 thru October, 2014, this the 28th day of January, 2014.

**ADOPT RESOLUTION REMOVING THE FOLLOWING POSITION FROM DISTRICT 4
PARKS BUDGET:**

District Park Maintenance Coordinator (9977) – Grade 3 (\$11.19 - \$14.56)

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

RESOLUTION 14-141

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve the removal of the position for District Park Maintenance Coordinator (9977) – Grade 3 (\$11.19 - \$14.56) from District 4 Parks Budget, this the 28th day of January, 2014.

**ADOPT RESOLUTION APPROVING THE NEW POSITION OF GROUNDSKEEPER (9920) –
GRADE 4 (\$12.40 - \$16.19) FOR DISTRICT 4 PARKS AND ALLOW DISTRICT 4
COMMISSIONER, GREG ABERCROMBIE, TO FILL THE POSITION.**

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

RESOLUTION 14-142

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve the new position of Groundskeeper (9920) – Grade 4 (\$12.40 - \$16.19) for District 4 Parks and allow District 4 Commissioner, Greg Abercrombie, to fill the position, this the 28th day of January, 2014.

**ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE PROFESSIONAL
SERVICES AGREEMENT BETWEEN MORGAN COUNTY COMMISSION AND
MCWHORTER COMMUNICATIONS INC. TO PROVIDE DESIGN, FABRICATION AND
INSTALLATION OF A CIVIL WAR EXHIBIT AND SCOTTSBORO BOYS EXHIBIT FOR
MORGAN COUNTY ARCHIVES, IN THE AMOUNT OF \$97,753.16.**

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

RESOLUTION 14-143

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute Professional Services Agreement between Morgan County Commission and McWhorter Communications Inc. to provide design, fabrication and installation of a Civil War Exhibit and Scottsboro Boys Exhibit for Morgan County Archives, in the amount of \$97,753.16, this the 28th day of January, 2014.

**ADOPT RESOLUTION AT THE REQUEST OF SUE BAKER ROAN, COMMISSIONER OF
LICENSE, GRANTING LEAVE WITHOUT PAY TO SONYA PATTERSON FROM
FEBRUARY 5, 2014 THROUGH THE TIME OF FINAL ELECTION RESULTS.**

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

RESOLUTION 14-144

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve at the request of Sue Baker Roan, Commissioner of License, granting Leave Without Pay to Sonya Patterson from February 5, 2014 through the time of final election results, this the 28th day of January, 2014.

**ADOPT RESOLUTION AUTHORIZING SUE BAKER ROAN, COMMISSIONER OF LICENSE,
TO HIRE A TEMPORARY EMPLOYEE TO BE USED IN THE ABSENCE OF THE CLERK ON
LEAVE WITHOUT PAY.**

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

RESOLUTION 14-145

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does authorize Sue Baker Roan, Commissioner of License, to hire a temporary employee to be used in the absence of the clerk on Leave Without Pay, this the 28th day of January, 2014.

ADOPT RESOLUTION APPROVING CHANGE ORDER PROPOSAL FROM NELSON ENGINEERING ASSOCIATES IN THE AMOUNT OF \$47,767.55 REPRESENTING SOMERVILLE SENIOR CENTER PROJECT.

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

RESOLUTION 14-146

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve change order proposal from Nelson Engineering Associates in the amount of \$47,767.55 representing Somerville Senior Center project, this the 28th day of January, 2014.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$15,747.06 FROM MCWHORTER COMMUNICATIONS INC. REPRESENTING CIVIL WAR EXHIBIT PROJECT AT THE MORGAN COUNTY ARCHIVES. PAYMENT IS TO BE MADE FROM FUNDS DESIGNATED FOR SAID PROJECT PROVIDED BY A SPECIAL GRANT FROM THE ALABAMA TOURISM DEPARTMENT.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$15,747.06 from McWhorter Communications Inc. representing Civil War Exhibit project at the Morgan County Archives. Payment is to be made from funds designated for said project provided by a special grant from the Alabama Tourism 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 \$15,747.06 to McWhorter Communications Inc. representing Civil War Exhibit project at the Morgan County Archives. Payment is to be made from funds designated for said project provided by a special grant from the Alabama Tourism Department.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$41,584.35 FROM ETECH CONSTRUCTION REPRESENTING PAYMENT NUMBER 4 FOR SOMERVILLE SENIOR CENTER PROJECT.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$41,584.35 from Etech Construction representing payment number 4 for Somerville Senior Center project.

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 \$41,584.35 to Etech Construction representing payment number 4 for Somerville Senior Center project.

REVIEW AND APPROVE INVOICES TOTALING \$95,532.30 FROM ETECH CONSTRUCTION REPRESENTING PAYMENTS NUMBER 1 AND 2 FOR WEST PARK PROJECT (PAYMENT 1 - \$39,957.30 AND PAYMENT 2 - \$55,575.00).

The Chairman brought to the attention of the Commission that he was in receipt of invoices totaling \$95,532.30 from Etech Construction representing payments number 1 and 2 for West Park project (Payment 1 - \$39,957.30 and Payment 2 - \$55,575.00).

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 for invoices in the amount of \$95,532.30 to Etech Construction representing payments number 1 and 2 for West Park project (Payment 1 - \$39,957.30 and Payment 2 - \$55,575.00).

ADOPT RESOLUTION APPROVING PURCHASE OF PROPERTY LOCATED IN DISTRICT 3 ON HIGHWAY 55 EAST AND WILHITE ROAD, IN THE AMOUNT OF \$12,000.00.

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

RESOLUTION 14-147

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve the purchase of real estate lying in Morgan County, Alabama in the amount of \$12,000, as follows:

A Tract Of Land Described As Commencing At The Southwest Corner Of The Southeast Quarter Of The Southeast Quarter Of Section 10, Township 8, Range 3 West, Run East Along The Section Line 292.15 Feet To A Point On The East Margin Of A County Road, Thence North 6 Degrees And 10 Minutes East Along Said East Margin 457.52 Feet To The True Point Of Beginning; Thence South 89 Degrees And 51 Minutes East 125.27 Feet To A Point; Thence North 0 Degrees And 09 Minutes 132.4 Feet To A Point; Thence North 63 Degrees And 36 Minutes West 107.6 Feet To A Point; Thence South 20 Degrees And 02 Minutes West 82.3 Feet To A Point; Thence South 0 Degrees And 35 Minutes West 103.1 Feet To The Point Of Beginning.

THIS the 28th day of January, 2014.

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. Greg Abercrombie, seconded by Mr. Randy Vest, and unanimously carried that the Morgan County Commission duly adjourned to Tuesday, February 11, 2014, at 9:00 a.m.

These Minutes were approved
this the 11th day of February, 2014.

RAY LONG, CHAIRMAN

JEFF CLARK, MEMBER

RANDY VEST, MEMBER

DON STISHER, MEMBER

GREG ABERCROMBIE, MEMBER