



Mr. Randy Vest, 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 16-002**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the acceptance of bid from the lowest responsible bidder meeting specifications, **Dakota Management Services**, for cleaning contract for the Morgan County Courthouse and authorize the Chairman to execute contract:

- Alabama Cleaning Service No Bid
- Ayers Cleaning Service \$9,917.00
- **Dakota Management Services \$8,675.56**
- Cleaning and More, Inc. \$9,898.00

THIS the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION FOR THE ACCEPTANCE OF BID FROM THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS, RJ YOUNG, FOR COLOR MULTIFUNCTION NETWORK DEVICES (COPIER) FOR MORGAN COUNTY OFFICES AND AUTHORIZE THE CHAIRMAN TO EXECUTE CONTRACT:**

- |                               | <u>Monthly</u>  | <u>Color</u> | <u>B/W</u>   |
|-------------------------------|-----------------|--------------|--------------|
| • Ameritek                    | \$202.00        | .049         | .0069        |
| • Printers & Stationers, Inc. | \$223.70        | .05          | .009         |
| • <b>RJ Young</b>             | <b>\$185.00</b> | <b>.045</b>  | <b>.0065</b> |
| • Berney Office Solutions     | Mail Returned   |              |              |
| • Howard Technology Solutions | No Bid          |              |              |

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 16-003**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the acceptance of bid from the lowest responsible bidder meeting specifications, **RJ Young**, for Color Multifunction Network Devices (Copier) for Morgan County offices and authorize the Chairman to execute contract:

- |                               | <u>Monthly</u>  | <u>Color</u> | <u>B/W</u>   |
|-------------------------------|-----------------|--------------|--------------|
| • Ameritek                    | \$202.00        | .049         | .0069        |
| • Printers & Stationers, Inc. | \$223.70        | .05          | .009         |
| • <b>RJ Young</b>             | <b>\$185.00</b> | <b>.045</b>  | <b>.0065</b> |
| • Berney Office Solutions     | Mail Returned   |              |              |
| • Howard Technology Solutions | No Bid          |              |              |

THIS the 13<sup>th</sup> day of October, 2015.

**NEW BUSINESS:**

**ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE GRANT AGREEMENT FROM ALABAMA DEPARTMENT OF YOUTH SERVICES IN THE AMOUNT OF \$343,000.00 REPRESENTING GRANT FOR RESIDENTIAL AND NON-RESIDENTIAL SERVICES FOR MORGAN COUNTY YOUTH WHO WOULD OTHERWISE BE COMMITTED TO THE DEPARTMENT OF YOUTH SERVICES, FY 2015-2016.**

Mr. Randy Vest, 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 16-004**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute the grant agreement from Alabama Department of Youth Services in the amount of \$343,000.00 representing grant for residential and non-residential services for Morgan County youth who would otherwise be committed to the Department of Youth Services, FY 2015-2016, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE EMPLOYMENT CONTRACT WITH KENYON BAKER REPRESENTING SERVICES TO THE MORGAN COUNTY SHERIFF’S OFFICE AS A SCHOOL RESOURCE OFFICER AT A RATE OF \$1,875.00 (MONTHLY RATE) FOR THE PERIOD OF OCTOBER 13, 2015 AND ENDING DECEMBER 31, 2015, WITH 100 PERCENT REIMBURSEMENT TO COMMISSION BY SHERIFF’S DEPARTMENT.**

Mr. Jeff Clark, 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 16-005**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute the employment contract with Kenyon Baker representing services to the Morgan County Sheriff’s Office as a School Resource Officer at a rate of \$1,875.00 (monthly rate) for the period of October 13, 2015 and ending December 31, 2015, with 100 percent reimbursement to Commission by Sheriff’s Department, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION APPROVING DISBURSEMENTS FOR SEPTEMBER 2015, TOTALING \$6,959,562.43.**

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 16-006**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the following disbursements for September 2015, totaling \$6,959,562.43:

Morgan County Commission Disbursement Information for Agenda September 2015		
<u>Account</u>	<u>Check Numbers</u>	<u>Total Amount</u>
Accounts Payable	207641 - 208101	\$ 2,379,382.02
Payroll	222208 - 223054	76,380.31
Juvenile Court Boot Camp Fund	195 - 195	80,000.00
Accounts Payable ACH	2703 - 2778	4,116,198.43
Payroll ACH	371 - 374	307,601.67
<b>Total</b>		<b>\$ 6,959,562.43</b>

THIS the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING MORGAN COUNTY PARK AND RECREATION EMPLOYEE RONALD BLAGBURN TO VOLUNTEER FOR A 32 HOUR WORK WEEK SCHEDULE, WITH FULL BENEFITS, SUBJECT TO THE APPROVAL OF DEPARTMENT HEAD.**

Mr. Greg Abercrombie, 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 16-007**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Morgan County Park and Recreation employee Ronald Blagburn to volunteer for a 32 hour work week schedule, with full benefits, subject to the approval of department head, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING WAYNE LINDLEY, MAINTENANCE DIRECTOR TO FILL THE POSITION OF MAINTENANCE WORKER, GRADE 6 (\$15.12 - \$19.73).**

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 16-008**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Wayne Lindley, Maintenance Director to fill the position of Maintenance Worker, Grade 6 (\$15.12 - \$19.73), this the 13<sup>th</sup> day of October, 2015.

**REVIEW AND APPROVE PERSONNEL CHANGES FOR SEPTEMBER 2015.**

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

**Deletions**

Delbert Chaffin, Sheriff  
Mark Heard, Sheriff  
Andrew Hendrickson, Sheriff  
Dale Rock, Sheriff  
Joann Wotton, Probate  
Christopher Alexander, Sheriff  
Austin Zimmerman, Sheriff  
John Skaggs, Environmental  
Donovan Gilliland, District 2  
John Towns, Sheriff  
Andrew Morris, Sheriff  
Montrez Payton, Sales Tax  
Donald Shane Burkett, Sales Tax  
Claudia Ray, Animal Control  
Hattie Hampton, Sheriff

**Additions**

David Dill, Sheriff  
Ledeanna Stafford, License  
Sarah Standridge, Revenue  
Sharon Heady, License  
Brian Goodwin, Sheriff  
David Sengstacke, Jr., Sheriff  
David Free, Sheriff  
Hunter Brooks, Sheriff  
Justin Fulghum, Sheriff  
Zachary Allen, Sheriff

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

**ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE TITLE III SUPPORTIVE SERVICES CONTRACT WITH NORTH-CENTRAL ALABAMA REGIONAL COUNCIL OF GOVERNMENTS AREA AGENCY ON AGING TO PROVIDE TRANSPORTATION AND SUPPORTIVE SERVICES, EFFECTIVE OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016.**

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 16-009**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute the Title III supportive services contract with North-Central Alabama Regional Council of Governments Area Agency on Aging to provide transportation and supportive services, effective October 1, 2015 through September 30, 2016, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE HIPAA BUSINESS ASSOCIATE AGREEMENT WITH NORTH-CENTRAL ALABAMA REGIONAL COUNCIL OF GOVERNMENTS.**

Mr. Jeff Clark, 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 16-010**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute the HIPAA Business Associate Agreement with North-Central Alabama Regional Council of Governments, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING THE REFUND OF SALES TAX FOR THE FOLLOWING, DUE TO OVERPAYMENT:**

- Wayne Farms Decatur Fresh Plant      \$7,460.51
- Wayne Farms East Plant      \$6,357.71
- Wayne Farms Decatur West Plant      \$5,671.05

Mr. Greg Abercrombie, 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 16-011**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the refund of sales tax for the following, due to overpayment:

- Wayne Farms Decatur Fresh Plant \$7,460.51
- Wayne Farms East Plant \$6,357.71
- Wayne Farms Decatur West Plant \$5,671.05

THIS the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO REIMBURSE KATHERINE TERRY \$876.96 TO ADJUST ERROR IN LEAVE 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 16-012**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to reimburse Katherine Terry \$876.96 to adjust error in leave pay, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE AND THE COUNTY TO PERFORM THE TERMS AND PROVISIONS OF THE CONTRACT FOR SERVICES BETWEEN THE ALABAMA DEPARTMENT OF YOUTH SERVICES AND MORGAN COUNTY REGARDING PAYMENT FOR MEDICAID SERVICES PERFORMED AND PROVIDED BY MORGAN COUNTY SYSTEM OF SERVICES, INC., EFFECTIVE OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016.**

Mr. Jeff Clark, 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 16-013**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute and the County to perform the terms and provisions of the contract for services between the Alabama Department of Youth Services and Morgan County regarding payment for Medicaid services performed and provided by Morgan County System of Services, Inc., effective October 1, 2015 and ending September 30, 2016, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING THE MORGAN COUNTY JUVENILE DRUG COURT TO APPLY FOR THE FY2016 PROBLEM SOLVING COURT FUNDING IN THE AMOUNT OF \$25,000.00.**

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 16-014**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Morgan County Juvenile Drug Court to apply for the FY2016 Problem Solving Court Funding in the amount of \$25,000.00, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION APPROVING THE PAYMENT TO NELSON ENGINEERING ASSOCIATES, INC. OF AN ADDITIONAL \$10,976.00 FROM NON-GRANT FUNDS OF ENGINEERING FEE BECAUSE OF THE INCREASED WORK AND SUBCONTRACT WORK MADE NECESSARY BY TWO REDESIGNS OF THE PROJECT DONE AT THE REQUEST OF MORGAN COUNTY.**

Mr. Greg Abercrombie, 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:

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**RESOLUTION 16-015**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the payment to Nelson Engineering Associates, Inc. of an additional \$10,976.00 from non-grant funds of engineering fee because of the increased work and subcontract work made necessary by two redesigns of the project done at the request of Morgan County, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING ANA FRANKLIN, SHERIFF, TO SELL THE FOLLOWING TWO (2) VEHICLES ON GOVDEALS.COM WITH FUNDS TO BE RETURNED TO STATE FORFEITURE ACCOUNT:**

- **1998 Chevrolet Pick-Up**                      **Vin# 1GCEK14M7WZ170475**
- **2004 Chevrolet Trailblazer**              **Vin# 1GNDS13S842158991**

Mr. Jeff Clark, 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 16-016**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Ana Franklin, Sheriff, to sell the following two (2) vehicles on GovDeals.com with funds to be returned to state forfeiture account:

- 1998 Chevrolet Pick-Up                      Vin# 1GCEK14M7WZ170475
- 2004 Chevrolet Trailblazer                Vin# 1GNDS13S842158991

THIS the 13<sup>th</sup> day of October, 2015

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

- **West Morgan High School (Basketball Ad) ----- \$100.00**

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 16-017**

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

- West Morgan High School (Basketball Ad) --- \$100.00

THIS the 13<sup>th</sup> day of October, 2015

**ADOPT RESOLUTION AUTHORIZING THE REJECTION OF ALL BIDS RECEIVED FOR TWO (2) REPLACEMENT TRUCKS FOR THE MORGAN COUNTY ENGINEERING DEPARTMENT AND AUTHORIZE THE CHAIRMAN TO REBID OR TO PURCHASE THE VEHICLES OFF OF AVAILABLE ACTIVE BIDS.**

Mr. Randy Vest, 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 16-018**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby reject all bids received for two (2) replacement trucks for the Morgan County Engineering Department and authorize the Chairman to rebid or to purchase the vehicles off of available active bids, this the 13<sup>th</sup> day of October, 2015.

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**REVIEW AND APPROVE INVOICES TOTALING \$40,371.50 FROM TYLER TECHNOLOGIES REPRESENTING IMPLEMENTATION AND INSTALLATION SERVICES ON NEW SOFTWARE, BUDGETED ITEM.**

The Chairman brought to the attention of the Commission that he was in receipt of invoices totaling \$40,371.50 from Tyler Technologies representing implementation and installation services on new software, budgeted item.

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

It is further ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Randy Vest and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$40,371.50 to Tyler Technologies representing implementation and installation services on new software, budgeted item.

**REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$383,672.11 FROM LEE BUILDERS, INC. REPRESENTING PAYMENT NUMBER 4 ON JAIL CONSTRUCTION PROJECT.**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$383,672.11 from Lee Builders, Inc. representing payment number 4 on Jail Construction Project.

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

It is further ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Randy Vest unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$383,672.11 to Lee Builders, Inc. representing payment number 4 on Jail Construction Project.

**REVIEW AND APPROVE INVOICES TOTALING \$120.00 FROM KING INSURANCE AGENCY REPRESENTING NOTARY BONDS FOR SYLVIA TUCKER AND DENISE IOVINO, PROBATE OFFICE, AND EFFECTIVE OCTOBER 5, 2015 TO OCTOBER 5, 2019.**

The Chairman brought to the attention of the Commission that he was in receipt of invoices totaling \$120.00 from King Insurance Agency representing Notary Bonds for Sylvia Tucker and Denise Iovino, Probate office, and effective October 5, 2015 to October 5, 2019.

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

It is further ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Randy Vest and unanimously carried that the Chairman is hereby authorized to issue a warrant totaling \$120.00 to King Insurance Agency representing Notary Bonds for Sylvia Tucker and Denise Iovino, Probate office, and effective October 5, 2015 to October 5, 2019.

**REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$5,532.00 FROM TRAVELERS INSURANCE REPRESENTING LEGAL SERVICES REGARDING THE FOLLOWING CLAIMS FILED AGAINST THE MORGAN COUNTY COMMISSION:**

- **EYB7766 – Ransom**
- **EUW5366 – Queen**
- **E3X8960 – Russell**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$5,532.00 from Travelers Insurance representing legal services regarding the following claims filed against the Morgan County Commission:

- EYB7766 – Ransom
- EUW5366 – Queen
- E3X8960 – Russell

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

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It is further ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Randy Vest and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$5,532.00 to Travelers Insurance representing legal services regarding the following claims filed against the Morgan County Commission:

- EYB7766 – Ransom
- EUW5366 – Queen
- E3X8960 – Russell

**ADOPT RESOLUTION APPROVING EXCESS PROCEED CLAIM ARISING FROM REVENUE COMMISSIONER'S TAX SALE FOR THE FOLLOWING:**

- **Ronald St. Louis, Jr.**  
Parcel No. 10-06-24-0-000-040.001 - \$489.52

Mr. Jeff Clark, 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 16-019**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve excess proceed claim arising from Revenue Commissioner's Tax Sale for the following:

- **Ronald St. Louis, Jr.**  
Parcel No. 10-06-24-0-000-040.001 - \$489.52

THIS the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE GRANT AGREEMENT FROM THE ALABAMA DEPARTMENT OF YOUTH SERVICES IN THE AMOUNT OF \$313,600.00 REPRESENTING GRANT FOR RESIDENTIAL SERVICES FOR YOUTH IN NORTHWEST ALABAMA WHO WOULD OTHERWISE BE COMMITTED TO THE DEPARTMENT OF YOUTH SERVICES, FY2015-2016.**

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 16-020**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute the grant agreement from the Alabama Department of Youth Services in the amount of \$313,600.00 representing grant for residential services for youth in Northwest Alabama who would otherwise be committed to the Department of Youth Services, FY2015-2016, this the 13<sup>th</sup> day of October, 2015.

**REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$2,390.00 FROM NATIONAL ASSOCIATION OF COUNTIES (NACO) REPRESENTING ANNUAL MEMBERSHIP DUES FOR THE COUNTY COMMISSION, EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2016.**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$2,390.00 from National Association of Counties (NACO) representing annual membership dues for the County Commission, effective January 1, 2016 through December 31, 2016.

After due consideration it is therefore ordered by the Commission on motion of Mr. Greg Abercrombie, 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. Greg Abercrombie, seconded by Mr. Jeff Clark and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$2,390.00 to National Association of Counties (NACO) representing annual membership dues for the County Commission, effective January 1, 2016 through December 31, 2016.

**ADOPT RESOLUTION REQUESTING THAT THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS RECONSIDER ITS DECISION IN CLOSING THE EVA SURPLUS PROPERTY WAREHOUSE.**

Mr. Greg Abercrombie, 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 16-021**

**WHEREAS**, the Morgan County Commission of the County of Morgan, Alabama, does hereby find as follows:

**WHEREAS**, the ADECA's Surplus Property Division which receives surplus equipment, vehicles, and other items from state and federal sources and offers the property to city and county governments, state agencies and other qualified nonprofit organizations, is a vital avenue of resources for many agencies in the northern Alabama area.

**WHEREAS**, the Eva Surplus Store, benefits and services the northern area of our State with the utmost professionalism and helpfulness.

**WHEREAS**, due to budget cuts of twelve percent in the ADECA funding, the announcement of closing the Eva surplus warehouse has been announced effective January 1, 2016.

**WHEREAS**, Morgan County deems the Eva Surplus Store, as an essential and valuable asset to the agencies of this area.

**NOW, THEREFORE, BE IT HEREBY PROCLAIMED** by the Morgan County Commission, that Morgan County respectfully asks the Alabama Department of Economic and Community Affairs to reconsider its decision in closing the Eva Surplus Store.

Resolved this the 13<sup>th</sup> day of October, 2015.

**AMEND RESOLUTION ADOPTED AT THE REGULAR MORGAN COUNTY COMMISSION MEETING HELD ON SEPTEMBER 22, 2015 APPROVING THE EXECUTION OF AGREEMENT WITH THE TOWN OF EVA FOR POLICE PROTECTION TO BE PROVIDED BY THE MORGAN COUNTY SHERIFF AT AN ANNUAL COST OF \$57,425.00, PAYABLE IN 12 MONTHLY INSTALLMENTS OF \$4,785.42, EFFECTIVE OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016. THE AMOUNT WAS CHANGED TO AN ANNUAL COST OF \$60,420.00, PAYABLE IN 12 MONTHLY INSTALLMENTS OF \$5,035.00.**

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 16-022**

**BE IT RESOLVED** by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the amendment of resolution adopted at the regular Morgan County Commission meeting held on September 22, 2015 approving the execution of agreement with the Town of Eva for police protection to be provided by the Morgan County Sheriff at an annual cost of \$57,425.00, payable in 12 monthly installments of \$4,785.42, effective October 1, 2015 through September 30, 2016. The amount was changed to an annual cost of \$60,420.00, payable in 12 monthly installments of \$5,035.00, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION DESIGNATING FOR FY2015/2016 ALL MORGAN COUNTY BANKS AS DEPOSITORIES FOR SHARON MAXWELL, COMMISSIONER OF LICENSES.**

Mr. Greg Abercrombie, 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 16-023**

**BE IT RESOLVED** by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the designation for FY2015/2016 all Morgan County banks as depositories for Sharon Maxwell, Commissioner of Licenses, this the 13<sup>th</sup> day of October, 2015.

**REVIEW AND APPROVE INVOICES TOTALING \$501.00 FROM MEADOWBROOK INSURANCE REPRESENTING AUTOMOBILE INSURANCE COVERAGE FOR SHERIFF'S DEPARTMENT.**

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The Chairman brought to the attention of the Commission that he was in receipt of invoices totaling \$501.00 from Meadowbrook Insurance representing automobile insurance coverage for Sheriff's department.

After due consideration it is therefore ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the invoices 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 \$501.00 to Meadowbrook Insurance representing automobile insurance coverage for Sheriff's department.

**REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$47,530.00 FROM ADAMS BUILDING COMPANY REPRESENTING PAY ESTIMATE NUMBER 5 FOR THE LACEY'S SPRING SENIOR CENTER PROJECT, DISTRICT 4.**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$47,530.00 from Adams Building Company representing pay estimate number 5 for the Lacey's Spring Senior Center Project, District 4.

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

It is further ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Randy Vest, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$47,530.00 to Adams Building Company representing pay estimate number 5 for the Lacey's Spring Senior Center Project, District 4.

**REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$1,337.00 FROM NELSON ENGINEERING ASSOCIATES, INC. REPRESENTING PROFESSIONAL SERVICES ON THE LACEY'S SPRING SENIOR CENTER PROJECT, D4.**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$1,337.00 from Nelson Engineering Associates, Inc. representing professional services on the Lacey's Spring Senior Center Project, D4.

After due consideration it is therefore ordered by the Commission on motion of Mr. Greg Abercrombie, 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. Greg Abercrombie, seconded by Mr. Jeff Clark, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$1,337.00 to Nelson Engineering Associates, Inc. representing professional services on the Lacey's Spring Senior Center Project, D4.

**REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$9,705.00 FROM THE ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA (ACCA) REPRESENTING ANNUAL MEMBERSHIP RENEWAL FOR THE MORGAN COUNTY COMMISSION FOR FY2015/2016, EFFECTIVE OCTOBER 1, 2015.**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$9,705.00 from the Association of County Commissions of Alabama (ACCA) representing annual membership renewal for the Morgan County Commission for FY2015/2016, effective October 1, 2015.

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 invoices be approved as presented.

It is further ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$9,705.00 to the Association of County Commissions of Alabama (ACCA) representing annual membership renewal for the Morgan County Commission for FY2015/2016, effective October 1, 2015.

**ADOPT RESOLUTION APPROVING THE RENTAL AGREEMENT, RENTAL DEPOSITS AND RATES FOR THE MORGAN COUNTY SENIOR CENTERS AND AUTHORIZING DEBRA GARDNER, DIRECTOR OF COMMISSION ON AGING, TO EXECUTE THE AGREEMENTS.**

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 16-024**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the rental agreement, rental deposits and rates for the Morgan County Senior Centers and authorize Debra Gardner, Director of Commission on Aging, to execute the agreements, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING MICHELLE ECHOLS, DIRECTOR OF SALES TAX, TO DECLARE THE FOLLOWING ITEMS AS SURPLUS AND TO SELL ON GOVDEALS.COM WITH PROCEEDS TO BE RETURNED TO THE APPROPRIATE DEPARTMENT ACCOUNT:**

- (2) Trunk Mount Dualband Radio
- (3) Police Car Strobes
- (3) Police Car Sirens with Speaker
- (4) Police Car Dash Lights
- (4) Police Car Deck Lights
- (4) Police Car Grill Lights
- Police Car Dash Light X 1
- Police Car Deck Light X 3
- Police Car Partition
- (7) HP Desktop Color Printers 6122

Serial Numbers:

MY45E2B17X      MY45E2B1GJ      MY45F2B1DN  
MY45E2B1KY      MY45E2B1MQ      MY45E2B1MC  
MY45F2B1MY

Mr. Greg Abercrombie, 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 16-025**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Michelle Echols, Director of Sales Tax, to declare the following items as surplus and to sell on GovDeals.com with proceeds to be returned to the appropriate department account:

- (2) Trunk Mount Dualband Radio
- (3) Police Car Strobes
- (3) Police Car Sirens with Speaker
- (4) Police Car Dash Lights
- (4) Police Car Deck Lights
- (4) Police Car Grill Lights
- Police Car Dash Light X 1
- Police Car Deck Light X 3
- Police Car Partition
- (7) HP Desktop Color Printers 6122

Serial Numbers:

MY45E2B17X      MY45E2B1GJ      MY45F2B1DN  
MY45E2B1KY      MY45E2B1MQ      MY45E2B1MC  
MY45F2B1MY

THIS the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR THE PAYMENT OF \$3,060,000.00 GENERAL OBLIGATION WARRANTS, SERIES 2015.**

Mr. Jeff Clark, 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 16-026**

**A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR THE PAYMENT OF \$3,060,000 GENERAL OBLIGATION WARRANTS, SERIES 2015.**

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

**ARTICLE 1**

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

**Section 1.01 Definitions**

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

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

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

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

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

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

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

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

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

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

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

**County 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.

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

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

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

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

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

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

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

**Paying Agent** means (i) The Bank of New York Mellon Trust Company, National Association, the bank designated as the registrar, authenticating agent and paying agent for the Warrants and as the depository for the Series 2015 Warrant Fund and (ii) any successor bank designated by the Issuer pursuant to the provisions of Article 7.03 hereof.

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

**Qualified Investments** shall mean:

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

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

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

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

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

**Series 2015 Capital Improvements** shall mean capital improvements to the existing jail facilities and related facilities of the City for the incarceration of inmates and prisoners.

**Series 2015 Warrant Fund** shall mean the fund established in Section 5.01.

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

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

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

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

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

**Warrants** means the General Obligation Warrants, Series 2015, of the Issuer authorized pursuant to Section 3.01.

**Section 1.02 Effect of Headings**

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

**Section 1.03 Binding Effect Upon Successors and Assigns**

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

**Section 1.04 Governing Law**

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

**Section 1.05 Enforceability**

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

**Section 1.06 Repeal of Conflicting Provisions**

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

**Section 1.07 Provisions of Resolution and Order a Contract**

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

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

The Issuer hereby represents and warrants as follows:

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

- (1) jail and prison facilities; and
- (2) issuance expenses of the Warrants.

(b) Compliance with Section 224 of the Constitution of Alabama of 1901, as amended. The assessed valuation of the taxable property in the Issuer for the preceding fiscal year (ending September 30, 2014) is not less than \$1,332,007,840, and the total indebtedness of the Issuer chargeable against the debt limitation for the Issuer prescribed by the Constitution of Alabama of 1901 is not more than five percent of said assessed valuation.

(c) Compliance with Enabling Law. For purposes of Section 11- 28 - 1.1 ( 5 ) of the Enabling Law , the Issuer is authorized to acquire jails pursuant to Section 11- 14 -10 of the Code of Alabama 1975.

**ARTICLE 2**

**Source of Payment; Security**

**Section 2.01 Source of Payment of Warrants**

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

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

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

**Section 2.03 Expenses of Collection; Interest After Maturity**

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

**ARTICLE 3**

**The Warrants**

**Section 3.01 Authorization and Description of the Warrants**

(a) (1) Pursuant to the Constitution and laws of the State of Alabama, including particularly and without limitation the Enabling Law, and for the purposes set forth in Section 1.08 (a), there is hereby authorized to be issued a series of warrants designated "General Obligation Warrants, Series 2015" in aggregate principal amount of \$3,060,000, in fully registered form without coupons, in Authorized Denominations, and numbered separately from one upward in the order of issuance.

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

(b) The Warrants shall be dated October 22, 2015 and shall bear interest from such date at the applicable per annum rate therefor (computed on the basis of a 360-day year of 12 consecutive 30-day months), payable on April 1, 2016 and thereafter on April 1 and October 1 in each year.

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

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$115,000 <sup>[1]</sup>	2.250
2026	120,000	2.250
2027	115,000 <sup>[1]</sup>	2.500
2028	115,000	2.500
2029	410,000	2.650
2030	2,185,000	4.000

Subject to mandatory redemption

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

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

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

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

**UNITED STATES OF AMERICA**

**STATE OF ALABAMA**

**MORGAN COUNTY**

**GENERAL OBLIGATION REFUNDING WARRANTS**

**SERIES 2015**

No. R\_\_\_\_\_

**DATED DATE:                      MATURITY DATE:                      INTEREST RATE:                      CUSIP:**  
**October 22, 2015                      April 1, 20\_\_    617073**

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

**CEDE & Co.**

or registered assigns in the principal amount of

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

and hereby orders and directs the County Treasurer of the Issuer, or any person or entity which may succeed to its duties, to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter designated, said principal amount on the Maturity Date specified above, and to pay to said payee or registered assigns

from said Warrant Fund interest on said principal amount from the date hereof at the Interest Rate per annum specified above, computed on the basis of a 360-day year of 12 consecutive 30-day months, payable on April 1, 2016 and on April 1 and October 1 in each year thereafter.

**Authority for Issuance.**

This warrant is one of a duly authorized issue of \$3,060,000 General Obligation Warrants, Series 2015 (the "Warrants"), issued pursuant to the authority of the Constitution and laws of the state of Alabama and a Resolution and Order and proceedings of the Issuer duly held, passed and conducted (the "Resolution and Order").

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

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

**Book Entry System**

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

**Payment**

Payment of interest on the Warrants shall be made by check or draft mailed by the Paying Agent to the Holders in whose names the Warrants are registered in the Warrant Register maintained by the Paying Agent at close of business on the Record Date (such payments to be deemed timely made if so mailed on the interest payment date or, if such interest payment date is not a Business Day, on the Business Day next following such interest payment date). Payment of the principal of the Warrants shall be made to the Holders only upon surrender of the Warrants at the Principal Office of the Paying Agent. All such payments of principal of and interest on the Warrants on behalf of the Issuer or the Paying Agent shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid.

**Security**

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

The Issuer has established in the Resolution and Order a special fund designated "Series 2015 Warrant Fund" (the "Warrant Fund") for the payment of the principal of and interest on the Warrants and has obligated itself to pay or cause to be paid into the Warrant Fund, from the revenues or funds of the Issuer, sums sufficient to provide for the payment of the principal of and interest on the Warrants as the same shall become due and payable.

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**Redemption**

Series 2015 Warrants

Optional Redemption

The Series 2015 Warrants having a stated maturity on or after April 1, 2026 will be subject to prior redemption at the option and direction, of the County, as a whole or in part in integral multiples of \$5,000, on October 1, 2025 or any date thereafter, in such order and amounts of maturity or maturities as the County may determine and by lot within a maturity, at a redemption price for each Series 2015 Warrant redeemed equal to the principal amount thereof to be redeemed plus accrued interest to the redemption date, without premium or penalty.

Mandatory Redemption

The Series 2015 Warrants having a stated maturity on April 1, 2026 (the “2026 Term Series 2015 Warrants”) are subject to scheduled mandatory redemption, by lot, on April 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2026 Term Series 2015 Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2026 Term Series 2015 Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2025	\$115,000

\$120,000 principal amount of the 2026 Term Series 2015 Warrants is scheduled to be retired at maturity (April 1, 2026).

The Series 2015 Warrants having a stated maturity on April 1, 2028 (the “2028 Term Series 2015 Warrants”) are subject to scheduled mandatory redemption, by lot, on April 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2028 Term Series 2015 Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2028 Term Series 2015 Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2027	\$115,000

\$115,000 principal amount of the 2028 Term Series 2015 Warrants is scheduled to be retired at maturity (April 1, 2028).

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

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

**Registration, Transfer and Exchange**

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

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

**General**

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

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

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description, that this warrant has been registered in the manner provided by law, that the Warrants represent valid claims against the Warrant Fund, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this warrant and the adoption of the Resolution and Order have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this warrant, together with all other indebtedness of the Issuer, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

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

**MORGAN COUNTY, ALABAMA**  
By \_\_\_\_\_  
Chairman of the Morgan County Commission

**SEAL**

Attest: \_\_\_\_\_  
Chief Administrative Officer

**REGISTRATION CERTIFICATE**

The undersigned hereby certifies that this Warrant has been duly registered as a claim against Morgan County, in the State of Alabama, and the Series 2015 Warrant Fund referred to herein.

\_\_\_\_\_  
Chairman of the Morgan County Commission

**AUTHENTICATION AND REGISTRATION DATE: October 22, 2015**

**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).

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**Notice By Securities Depository**

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

**Section 3.02 Execution, Authentication, and Delivery of Warrants**

(a) The Warrants shall be executed for and on behalf of the Issuer by the manual signature of the Chairman of the Morgan County Commission and attested by the manual signature of the Chief Administrative Officer of the Issuer, and the corporate seal of the Issuer shall be affixed to each Warrant by manual imprint thereon. The Warrants shall be registered by the Chairman of the Morgan County Commission as a claim against the Issuer and the Series 2015 Warrant Fund. The Registration Certificate shall be executed by the manual signature of the Chairman of the Morgan County Commission. The Chairman of the Morgan County Commission and the Chief Administrative Officer of the Issuer are hereby authorized and directed to so execute, attest and register the Warrants as provided above. In the event that any officer whose signature appears on any of the Warrants or who shall have sealed any of the Warrants shall cease to be such officer before the authentication, registration, and delivery of such Warrants, or in the event that the seal imprinted on the Warrants shall cease to be an accurate representation of the seal of the Issuer, such Warrants may, upon the request of the Issuer, be authenticated, registered, and delivered, as herein provided, as though the person who signed such Warrants had not ceased to be such officer of the Issuer or as though the Issuer had not altered its corporate seal prior to the delivery of such Warrants.

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

(c) No Warrant shall be valid or obligatory for any purpose unless there appears on such Warrant a certificate of authentication and registration substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated, registered, and delivered hereunder.

**Section 3.03 Registration of Warrants**

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

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

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

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

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

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

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

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

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

(g) If (1) any mutilated Warrant is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the Issuer shall execute and the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

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

(i) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the Issuer and be entitled to the same security and benefits under this Resolution and Order as the Warrants surrendered upon such transfer or exchange, and every new Warrant issued pursuant to this Section in lieu of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone.

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

### **Section 3.05 Book-Entry System**

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

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notices, voting, and requesting or directing the Paying Agent or Issuer to take or not to take, or consenting to, certain actions under this Resolution and Order. In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under this Resolution and Order to any Direct Participant or Indirect Participant, the Issuer and the Paying Agent shall treat such assignee or assignees as the only registered owner or owners of the Warrants for the purpose of exercising such rights so assigned.

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

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

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

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

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

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

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

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any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.

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

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

**Section 3.06 Payment of Warrants; Payment Dates**

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

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

**Section 3.07 Cancellation of Surrendered Warrants**

All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Paying Agent. No Warrant shall be authenticated in lieu of or in exchange for any Warrant cancelled as provided in this Section, except as expressly provided by this Resolution and Order.

**Section 3.08 Application of Proceeds of Warrants**

The net proceeds of the Warrants \$3,260,790.50 (\$3,060,000.00 principal amount less underwriting discount of \$33,660.00 and plus net original issue premium of \$234,450.50) shall be applied as follows:

(a) the amount of \$47,250.00 shall be delivered to the Paying Agent and applied to the payment of issuance expenses upon written direction of the Issuer, and any balance remaining shall be delivered to the Issuer and applied to the payment of the costs of the Series 2015 Capital Improvements as the Issuer shall determine;

(b) the amount of \$3,213,540.50 shall be applied to the payment of the Series 2015 Capital Improvements including capitalized interest.

**ARTICLE 4**

**Redemption of Warrants**

**Section 4.01 General Applicability of Article**

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

**Section 4.02 Election to Redeem; Notice to Paying Agent**

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

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**Section 4.03 Selection of Warrants to be Redeemed**

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

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

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

**Section 4.04 Notice of Redemption**

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

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

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

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

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

**Section 4.05 Payment of Redemption Price**

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

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**Section 4.06 Warrants Payable on Redemption Date**

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

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

**Section 4.07 Warrants Redeemed in Part**

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

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

**ARTICLE 5**

**The Series 2015 Warrant Fund**

**Section 5.01 The Series 2015 Warrant Fund**

(a) There is hereby established a special fund which shall be designated the "Series 2015 Warrant Fund". The Paying Agent shall be the depository, custodian and disbursing agent for the Series 2015 Warrant Fund. The money in the Series 2015 Warrant Fund shall be used only to pay principal of and interest on the Warrants as the same shall become due and payable.

(b) The Chairman of the Morgan County Commission and the Chief Administrative Officer are authorized and directed to deposit in the Series 2015 Warrant Fund the following amounts on the following dates:

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

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

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

(4) All other money required to be deposited in the Series 2015 Warrant Fund pursuant to this Resolution and Order.

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(c) The Paying Agent will deposit in the Series 2015 Warrant Fund all money received by the Paying Agent when accompanied by directions that such money is to be deposited in the Series 2015 Warrant Fund.

(d) The Issuer and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Series 2015 Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Series 2015 Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 12 months from the date of receipt of such income or profits.

(e) The Issuer acknowledges that deposits and transfers to the Series 2015 Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of and interest on the Warrants as the same shall become due and payable. If on any principal or interest payment date the amount on deposit in the Series 2015 Warrant Fund is insufficient to pay the principal of and interest on the Warrants due and payable on such date, the Issuer will forthwith pay any such deficiency into the Series 2015 Warrant Fund.

(f) The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient money from the Series 2015 Warrant Fund to pay the principal of and interest on the Warrants as the same shall become due and payable, whether at maturity or otherwise.

(g) The Issuer shall collect the revenues, income, taxes, assets and resources of the Issuer and the Issuer shall promptly deposit into the Series 2015 Warrant Fund from the aforesaid sources all amounts required to be deposited in the Series 2015 Warrant Fund at the times therefor.

**Section 5.02 Investment of and Security For Series 2015 Warrant Fund**

(a) Money in the Series 2015 Warrant Fund shall be invested by the Paying Agent at the written direction of the Issuer in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the Issuer and the Paying Agent anticipate that money from the fund invested will be required hereunder. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment if made in compliance herewith.

(b) All income derived from the investment of money on deposit in the Series 2015 Warrant Fund shall remain therein and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Series 2015 Warrant Fund shall be charged thereto and added to the next ensuing deposit specified therefor.

(c) The moneys at any time on deposit in the Series 2015 Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which said fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Series 2015 Warrant Fund continuously secured for the benefit of the Issuer and the Holders, either (1) by holding on deposit as collateral security Federal Securities or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or (2) if the furnishing of security in the manner provided in (1) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public trust funds; provided, however, that it shall not be necessary for the Paying Agent to secure any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or to secure any portion of the moneys that are invested as herein provided.

**ARTICLE 6**

**Special Covenants of the Issuer**

**Section 6.01 Approval of Continuing Disclosure Agreement**

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

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

**Section 6.02 Covenants With Respect to Tax Exemption for Interest; Designation of the Warrants Pursuant to Section 265 of the Code**

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

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

(b) The Issuer hereby designates the Warrants as "qualified tax-exempt obligations" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The Issuer does hereby represent that neither it nor its "subordinate entities" has issued in the aggregate more that \$10,000,000 of "qualified tax-exempt obligations" during calendar year 2015, 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 2015 will exceed \$10,000,000.

**ARTICLE 7**

**The Paying Agent**

**Section 7.01 Designation of Paying Agent**

The Issuer does hereby designate and appoint The Bank of New York Mellon Trust Company, National Association, as the depository for the Series 2015 Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

**Section 7.02 Duties of Paying Agent; Payments at Par**

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

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

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

**Section 7.03 Resignation and Removal; Appointment of Successor**

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

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

**Section 7.04 Qualification of and Acceptance of Appointment by Successor**

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

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

**Section 7.05 Merger or Consolidation**

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

**ARTICLE 8**

**Sale of Warrants; Official Statement**

**Section 8.01 Sale and Delivery of Warrants; Closing Papers**

The Warrants are hereby sold to Stifel, Nicolaus & Company, Incorporated, upon the payment to the Issuer of the purchase price of \$3,260,790.50 (the principal amount thereof less underwriter's discount of \$33,660.00 and plus net original issue premium of \$234,450.50). The County Commission has determined that the sale of the Warrants to such purchaser on such terms is most advantageous to the Issuer. The Warrant Purchase Agreement presented to this meeting is hereby approved and the Chairman of the Morgan County Commission and Chief Administrative Officer are authorized to execute such Agreement. Any prior execution by the Chairman of the Morgan County Commission and Chief Administrative Officer is hereby ratified and approved. The Warrants shall be delivered to such purchaser through The Depository Trust Company, New York, New York, upon the payment to the Issuer of the aforesaid purchase price. The Chairman of the Morgan County Commission and the Chief Administrative Officer, or any of them, are hereby authorized and directed to effect such delivery and in connection therewith to deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrants; the exclusion of the interest on the Warrants from the gross income of the Holders thereof for federal income taxation; the exemption of interest on the Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The Chairman of the Morgan County Commission shall give a receipt to the purchaser for the purchase price paid, and such receipt shall be full acquittal to the purchaser and said purchaser shall not be required to see to, or be responsible for, the application of the proceeds of the Warrants. Nevertheless, the proceeds of the Warrants shall be held in trust and applied solely for the purposes specified in this Resolution and Order.

**Section 8.02 Approval of Official Statement for the Warrants**

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

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

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

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

## ARTICLE 9

### Payment of Warrants

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

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

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

(d) Any amounts remaining in the Series 2015 Warrant Fund after payment in full of the Warrants (or provision made therefor in accordance with this Article 9), and payment of the fees, charges and expenses of the Paying Agent and all other amounts required to be paid hereunder, shall be paid to the Issuer.

The foregoing Resolution and Order was adopted this 13<sup>th</sup> day of October, 2015.

### **ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO FILL THE POSITION OF ADMINISTRATIVE ASSISTANT, GRADE 4 (\$12.65 - \$16.51).**

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 16-027**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to fill the position of Administrative Assistant, Grade 4 (\$12.65 - \$16.51), this the 13<sup>th</sup> day of October, 2015.

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**ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE CONTRACT AND STATEMENT OF WORK FROM INGENUITY FOR SOFTWARE UPDATE FOR LICENSE COMMISSION OFFICE.**

Mr. Randy Vest, 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 16-028**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute contract and statement of work from Ingenuity for software update for License Commission office, this the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING JOHNNY HOWELL, ENVIRONMENTAL SERVICES DIRECTOR, TO PURCHASE NEW MOTOR AND SUPPLIES FOR A 2010 INTERNATIONAL TRUCK FROM FLEETPRIDE IN THE AMOUNT OF \$12,900.00.**

Mr. Greg Abercrombie, 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 16-029**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize Johnny Howell, Environmental Services Director, to purchase new motor and supplies for 2010 International truck from Fleetpride in the amount of \$12,900.00, this the 13<sup>th</sup> day of October, 2015.

**REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$100.00 FROM ALABAMA CORONERS ASSOCIATION REPRESENTING ANNUAL MEMBERSHIP DUES FOR JEFF CHUNN, CORONER, EFFECTIVE OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016, PAYABLE OUT OF THE GENERAL FUND, CORONER'S BUDGET.**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$100.00 from Alabama Coroners Association representing annual membership dues for Jeff Chunn, Coroner, effective October 1, 2015 through September 30, 2016, payable out of the General Fund, Coroner's budget.

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 \$100.00 to Alabama Coroners Association representing annual membership dues for Jeff Chunn, Coroner, effective October 1, 2015 through September 30, 2016, payable out of the General Fund, Coroner's budget.

**REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$5,428.50 FROM HARRIS, CADDELL & SHANKS P.C. REPRESENTING PROFESSIONAL SERVICES FOR MORGAN COUNTY DEPARTMENTS FOR SEPTEMBER 2015.**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$5,428.50 from Harris, Caddell & Shanks P.C. representing professional services for Morgan County departments for September 2015.

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

It is further ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Greg Abercrombie, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$5,428.50 to Harris, Caddell & Shanks P.C. representing professional services for Morgan County departments for September 2015.

**REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$3,489.00 FROM ALABAMA SHERIFFS ASSOCIATION REPRESENTING FY2016 MEMBERSHIP DUES FOR SHERIFF ANA FRANKLIN.**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$3,489.00 from Alabama Sheriffs Association representing FY2016 membership dues for Sheriff Ana Franklin.

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 \$3,489.00 to Alabama Sheriffs Association representing FY2016 membership dues for Sheriff Ana Franklin.

**REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$750.00 FROM THE ASSOCIATION OF ALABAMA TAX ADMINISTRATORS FOR 2015-2016 FOR SHARON MAXWELL, COMMISSIONER OF LICENSES.**

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$750.00 from the Association of Alabama Tax Administrators for 2015-2016 for Sharon Maxwell, Commissioner of Licenses.

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

It is further ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Randy Vest, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$750.00 to the Association of Alabama Tax Administrators for 2015-2016 for Sharon Maxwell, Commissioner of Licenses.

**ADOPT RESOLUTION APPROVING BUDGET AMENDMENTS FOR VARIOUS DEPARTMENTS FOR SEPTEMBER 2015.**

Mr. Jeff Clark, 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 16-030**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby approve the following Budget Amendments for various departments for September 2015:

**Morgan County Commission  
Budget Amendments for Board Approval  
September 2015**

<u>General Fund</u>	<u>DEBIT</u>	<u>CREDIT</u>
00100044770 - Revenue	7,270.40	
00100044725 - Revenue	16,687.78	
00152100116 - Expenditure		23,958.18
(To amend budget for revenue and expenditures not previously budgeted)		

THIS the 13<sup>th</sup> day of October, 2015.

**ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE CONTRACT WITH CGI COMMUNICATIONS, INC. TO UPDATE THE VIDEOS ON MORGAN COUNTY WEBSITE WITH NO COST TO THE COUNTY.**

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 16-031**

BE IT RESOLVED by the Morgan County Commission of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute contract with CGI Communications, Inc. to update the videos on Morgan County website with no cost to the County, this the 13<sup>th</sup> day of October, 2015.

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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.

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These Minutes were approved  
this the 27<sup>th</sup> day of October, 2015.

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RAY LONG, CHAIRMAN

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JEFF CLARK, MEMBER

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RANDY VEST, MEMBER

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DON STISHER, MEMBER

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GREG ABERCROMBIE, MEMBER

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