MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

OCTOBER 12, 2010

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:00 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY MONTGOMERY AREA CHAMBER OF COMMERCE SENIOR VICE PRESIDENT OF CORPORATE DEVELOPMENT ELLEN MCNAIR

Montgomery Area Chamber of Commerce Senior Vice President of Corporate Development Ellen McNair briefed the Commission regarding the Montgomery Leadership Delegation trip to Korea and stated that she was glad Commissioner Wilson would be representing the County.

Ms. McNair briefed the Commission regarding an economic development opportunity and asked Chairman Dean to sign a letter jointly with Mayor Strange approving an extension of the proposal by the City and County.

Ms. McNair informed the Commission that Hyundai would unveil the 2011 Elantra at an auto show on November 17, 2010, and requested that a representative from the Commission attend.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims reviewed items on the agenda.

Administrator Mims presented Budget Change Request Number 1 from County Commission Appropriations and Budget Change Request Number 1 from Engineering. After discussion, the Commission agreed to waive rules and add these Budget Changes to the agenda.

PRESENTATION BY COMMUNITY CORRECTIONS EXECUTIVE DIRECTOR PAUL BROWN

Community Corrections Executive Director Paul Brown briefed the Commission regarding a Professional Services Contract for professional counseling services regarding Montgomery County Drug Court. He stated that this is not a merit employee and would be no cost to the County.

Mr. Brown recommended that the Commission approve the contract with Chemical Addictions Program, Inc., to provide substance abuse treatment services for offenders assigned to the Montgomery County Drug Court, at no cost to the County.

After discussion, the Commission agreed to place these items on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Second Amendment to the Lease Agreement for the Probate and Revenue Commissioner's Offices located at Eastmont Plaza Shopping Center. He stated that Probate Judge Reese McKinney, Jr., recommended that the Commission renew this lease and exercise the lease option. Administrator Mims informed the Commission that Faulkner University is in the processing of buying the property. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented the Fifth Amendment to the Lease Agreement for the Probate Office located at Capitol Plaza Shopping Center. He stated that Judge McKinney recommended the Commission approve a month-to-month lease renewal. Administrator Mims informed the Commission that Judge McKinney has considered closing the satellite office and Revenue Commissioner Janet Buskey mentioned that she would be willing to close the Revenue East satellite office. Chairman Dean asked Administrator Mims to work the month-to-month lease. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims stated that Juvenile Court Administrator Bruce Howell requested to meet with the Commission at the next meeting to discuss a Position Fill Request for Juvenile Detention Officer at the Youth Facility. Vice Chairman Ingram stated that he had recently visited the Youth Facility, and they do need this position to be filled. The Commission agreed to discuss this item at the next meeting.

PRESENTATION BY CHIEF CLERK ALLYSON HOLLAND AND GIS COORDINATOR RON STANFIELD

GIS Coordinator Ron Stanfield briefed the Commission regarding a contract with Aeroquest Optimal, Inc., for updating aerial photography. After discussion, the Commission agreed to place this item on the next agenda.

Chief Clerk Allyson Holland briefed the Commission regarding a contract with Tax Management Associates, Inc., to perform personal property audits. Vice Chairman Ingram asked Ms. Holland to invite representatives from Tax Management Associates, Inc., to meet with the Commission at the next meeting. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a request from Revenue Commissioner Janet Buskey to allow Personal Property Appraiser Brenda Ayers to receive travel reimbursement related to her duties as a Personal Property Appraiser. Administrator Mims explained that he wanted to research the matter further. After discussion, the Commission agreed that with Administrator Mims recommendation, this item could be placed on the next agenda.

Administrator Mims presented a Position Fill Request for a Legal Support Assistant with the District Attorney's Office. Vice Chairman Ingram stated that the Commission needs to continue to enforce the hiring freeze in order to reach the one million dollar reduction in personnel costs, which is contained in the current budget.

DISCUSSION BY THE COMMISSION

Commissioner Williams inquired about the use of "sin" taxes to increase the county's general fund.

Vice Chairman Ingram recommended that the Commission approve that no Position Fill Requests for 2011 will be placed on the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from Quint-Mar Water Authority Manager Steve Jackson regarding the vacant board member position and requested that the Commission appoint Edgar Kirk as a board member of the Quint-Mar Water Authority. The Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution regarding Amendment 1 on the November ballot, which is part of the ACCA Legislative Program. Administrator Mims explained that this Amendment corrects technical problems with a provision of a 2006 constitutional amendment regarding the allocation of operating costs of tax assessing and collecting functions.. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution proclaiming October 24-30, 2010 as *Pro Bono Week*. The Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a proposed Budget Change for the Central Alabama Sports Commission concerning the Navistar LPGA Classic Tournament in the amount of $5,000. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a request from Lacey-Boyd New Years Day Parade founder William Boyd, requesting funding for the 7th Annual Lacey-Boyd New Years Day Parade.

COMMENTS FROM COMMISSIONER WILLIAMS

Commissioner Williams informed his fellow Commissioners that he recently visited the Catoma Creek Environmental Park with Chief Deputy Derrick Cunningham, and he stated that it is a beautiful park, and the County should be very proud to have it.

PRESENTATION BY MIKE DUNN WITH MERCHANT CAPITAL, LLC

Mike Dunn, with Merchant Capital, LLC, updated the Commission regarding the refunding/refinancing of the 2002 General Obligation Warrants. Mr. Dunn presented various schedules which reflected the details of the refunding proposal and answers to issues raised in the County Government Bond Financing Review Form, which are attached to these minutes.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE, BRYANT WOOD AND J.D. GRAY WITH J.M. WOOD AUCTION COMPANY

County Engineer George C. Speake advised the Commission that asphalt work was presently underway on the Meriwether Road resurfacing project. He also introduced Bryant Wood and J.D. Gray, of J.M. Wood Auction Company, who made a presentation to the Commissioners concerning their heavy equipment auctions. After the presentation, the Commissioners discussed the benefits of selling the Engineering Department's surplus heavy equipment through J.M. Wood Auction Company and agreed that the County could possibly obtain better bid prices by using their services. Administrator Mims requested a proposed contract from Mr. Wood.

PRESENTATION BY REVENUE MANAGER LARRY CURVIN

Revenue Manager Larry Curvin briefed the Commission regarding the Revenue Reports for September 2010. Mr. Curvin presented a revised Sales Tax Collection Comparison which contained no audit proceeds or refunds paid out. Chairman Dean inquired of Mr. Curvin why the City of Montgomery's collections are better than the County's. Mr. Curvin indicated that the City of Montgomery has different staffing and a different computer system. He stated that two of his examiners spend approximately 15% of their time in the field.

Vice Chairman Ingram stated that he coordinated with administrative staff to meet with sales collection officials of two other counties and would be reporting to the Commission their findings.

COMMENTS FROM DISTRICT ATTORNEY ELLEN BROOKS

District Attorney Ellen Brooks informed the Commission that the District Attorney's Office had a booth at the Alabama National Fair and that there was record attendance on Student Day.

Ms. Brooks invited the Commission to the grand opening of One Place Family Justice Center on Friday, October 29, 2010, and asked that Chairman Dean or his designee make a few comments at the event.

Ms. Brooks updated the Commission regarding the Girl Scouts "Centsability Program" and expressed her appreciation for the funds appropriated to this program from the Commission.

Ms. Brooks inquired as to whether the Legal Support Assistant position was being reconsidered by the Commission and informed the Commission that the District Attorney's Office is now short three employees. Ms. Brooks presented Act No. 1975-789 concerning funding for her office by the Montgomery County Commission. Chairman Dean asked County Attorney Means to review this law and issue his opinion.

Ms. Brooks advised the Commission that the Drug Court will cease, effective immediately, due to the lack of employees.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with Prayer led by Deputy Administrator John A. Mitchell, Sr., at the request of Chairman Dean.

The Pledge of Allegiance was led by Vice Chairman Ingram.

County Administrator Mims called Roll to Establish Quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Ingram and Members Polizos, Williams and Wilson. Also present was County Attorney Thomas T. Gallion, III and County Engineer George C. Speake.

Mr. Polizos made a motion to approve the Minutes of the Regular Meeting of September 27, 2010. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

CONSENT AGENDA

The Administrator presented the Accounts Payable and Payroll Checks Authorization for Approval.

Mr. Polizos made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE OF MONTGOMERY COUNTY, ALABAMA GENERAL OBLIGATION REFUNDING WARRANTS SERIES 2010-A

The Administrator request adoption of Resolution and Order Authorizing the Issuance of Montgomery County, Alabama General Obligation Refunding Warrants Series 2010-A.

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Resolution and Order, Agenda Pages 1-1 through 1-40, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED RENEWAL OF LEASE AGREEMENT WITH EAST COMMERCE DEVELOPMENT COMPANY, LLC

The Administrator requested approval of the following Lease Agreement:

THIRD ADDENDUM TO LEASE AGREEMENT

THIS THIRD ADDENDUM TO LEASE AGREEMENT is made and entered on this the 12th day of October, 2010 by and between EAST COMMERCE DEVELOPMENT COMPANY, L.L.C., herein called LESSOR, and Montgomery County Commission, herein called LESSEE.

WITNESSETH:

WHEREAS, the parties have heretofore made and entered into that certain Commercial Lease dated April 9, 2007, FIRST ADDENDUM TO LEASE AGREEMENT March 23, 2009 and SECOND ADDENDUM TO LEASE AGREEMENT dated April 26, 2010 for the lease approximately 5,096 Net Rentable Square Feet of the property located at 2 East Office Center, 400 Eastern Blvd., Suite 102 and 107, Montgomery, Alabama. The LESSOR and LESSEE desire to extend the Lease Term at the rental rate hereinafter more particularly provided, and LESSOR and LESSEE now desire to enter into this Agreement for the purpose of setting forth their understanding and agreement with respect to the extension of the Lease.

NOW, THEREFORE, for in consideration of the mutual promises herein contained, and other good and valuable consideration given and received by both LESSOR and LESSEE, the receipt and sufficiency of which is hereby acknowledged and confessed by both LESSOR and LESSEE, LESSOR and LESSEE hereby further amend, modify and supplement the Lease as follows:

1. 1. Term and Rent. The Lease Term shall be extended for an additional Twelve (12) months, having a Commencement Date of November 1, 2010 and an Expiration Date of October 31, 2011, unless postponed, accelerated or extended as hereinafter provided, and the monthly installments of Rent shall be Four Thousand Six Hundred Seventy-One and 25/100 Dollars ($4,671.25).

2. 32. Termination Option: Provided that LESSEE is not in default in the performance of this Lease, LESSEE shall have the right to terminate the Lease on April 30, 2011, with thirty

(30) days prior written notice to LESSOR. If notice is not given in the manner provided herein within the time specified, this option shall expire.

3. It is distinctly understood and agreed that, except as expressly modified in and by the terms of this Third Addendum to Lease Agreement, the said Lease is and shall remain in full force and effect, and is hereby expressly ratified and reconfirmed.

LESSOR:
East Commerce Development Company, L.L.C.
an Alabama Limited Liability Company

By: ___________________________
James E. Dotherow, Executive Vice President
Ballard Realty Company, Inc., Managing Agent
East Commerce Development Company, L.L.C.

LESSEE:
Montgomery County Commission

By: ___________________________
Elton E. Dean, Sr.
Chairman

End of Lease Agreement

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission.

OMNIBUS VOTE

Chairman Dean requested for the Commission to omnibus the following four items and the Commission concurred. Mr. Williams made a motion to approve the four agenda items. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

<u>COUNTY COMMISSION – APPROVED PAYMENT OF 2011 MEMBERSHIP DUES TO NATIONAL ASSOCIATION OF COUNTIES</u>

The Administrator requested approval of payment of 2011 Membership Dues to National Association of Counties in the amount of $4,745.00.

As approved in the Omnibus Vote, Mr. Williams made the motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 3-1, is attached to these Minutes.)

<u>COUNTY COMMISSION – APPROVED PAYMENT OF 2010-2011 MEMBERSHIP DUES TO ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA</u>

The Administrator requested approval of payment of 2010-2011 Membership Dues to Association of County Commissions of Alabama in the amount of $13,156.00.

As approved in the Omnibus Vote, Mr. Williams made the motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 4-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF 2011 MEMBERSHIP DUES TO ASSOCIATION OF COUNTY ADMINISTRATORS OF ALABAMA FOR ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

The Administrator requested approval of payment of 2010 Membership Dues to Association of County Administrators of Alabama for Administrator Mims and Deputy Administrator Mitchell. The Membership Dues are $50.00 for the Administrator and $25.00 for the Deputy Administrator with the total Membership Dues being $75.00.

As approved in the Omnibus Vote, Mr. Williams made the motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 5-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF 2010-2011 MEMBERSHIP DUES TO ALABAMA CITY/COUNTY MANAGEMENT ASSOCIATION FOR ADMINISTRATOR MIMS, DEPUTY ADMINISTRATOR MITCHELL AND RISK MANAGER SCOTT KRAMER

The Administrator requested approval for payment of the 2010-2011 Membership Dues to the Alabama City/County Management Association. The total amount of the Membership Dues is $150.00.

As approved in the Omnibus Vote, Mr. Williams made the motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 6-1, is attached to these Minutes.)

End of Omnibus Vote Items

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

The Administrator requested approval of the following miscellaneous appropriations reprogramming requests:

October 12, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

C-2011-1: Montgomery County Recreation Department, for Girls Scouts of Southern Alabama, Inc., for Centsability Program - $500

C-2011-2: Montgomery County Recreation Department, Tukabatchee Area Council, Boy Scouts of America, for Underprivileged Youth Programs - $400

C-2011-3: Montgomery County Recreation Department, for Cleveland Avenue YMCA, for After School Program - $1,000

End of Memorandum

Mr. Polizos made a motion to approve the requests. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission.

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (4)

The Administrator recommended the following Travel/Training Requests for approval by the Commission:

DEPARTMENT		TRAVEL/TRAINING REQUESTS
1.	Appraisal Department	Request Number 1
2.	District Attorney's Office	Request Numbers 1 and 2
3.	Risk Management	Request Number 1

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 8-1 through 8-4, are attached to these Minutes.)

WAIVED AGENDA RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (2)

The Administrator recommended the following Budget Change Requests for approval by the Commission:

DEPARTMENT		BUDGET CHANGE REQUESTS
1.	County Commission Appropriations	Request Number 31

2. Engineering Department Request Number 1

Mr. Williams made a motion to approve the budget change requests. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

County Engineer George Speake informed everyone that Meriwether Road is being resurfaced, and drivers may want to avoid that area for the next few days.

William F. Boyd, founder, Lacey-Boyd New Years Day Parade Committee, thanked the Commission for their support of the Lacey-Boyd New Years Day Parade for the past four years. Mr. Boyd asked Vice Chairman Ingram for his support of the 2010 New Years Day Parade. Chairman Dean stated that funding would come from each Commissioner's discretionary account. Mr. Boyd asked them to lead the parade. Vice Chairman Ingram stated that he appreciated Mr. Boyd's support of Montgomery County and in revitalizing his area.

K.T. Brown informed the Commission that she had spoken with Director of Elections Trey Granger, Probate Judge Reese McKinney, Jr. and Alabama State Representative John Knight regarding postage for absentee ballots of the elderly or incapacitated citizens. Ms. Brown stated that she was not asking for stamps but for return envelopes to be marked "prepaid postage". Ms. Brown asked the Commission to give her something in writing to show that they are interested in helping.

Mr. Granger briefed the Commission regarding Ms. Brown's request concerning prepaid postage. He explained that it cannot be done without special legislation. He also informed the Commission that the County would need pre-clearance from the Department of Justice, and the County Commission would have to make a commitment to fund this expenditure in the future. After discussion by the Commission, Chairman Dean asked Mr. Granger to work with Administrator Mims regarding information that can be given to the County's lobbyists concerning this legislation.

Commissioner Polizos said good morning to the attendees and informed everyone that Corporal Brown of the City of Montgomery Police Department, who was seriously injured in an automobile accident, is responding and improving, and he asked everyone to keep praying for him.

Commissioner Williams informed the attendees that Assistant Pastor Henry McClain with Bethel Missionary Baptist Church was also injured in the automobile accident along with Corporal Brown and is in rehabilitation. He asked everyone to pray for Pastor McClain and Corporal Brown to have a speedy recovery. Commissioner Williams noted that the County has entered into the new budget year, and he hopes that Department Heads are comfortable with the decisions made by the Commission.

Vice Chairman Ingram recognized City Councilman David Burkett and thanked him for making a difference in the community. Vice Chairman Ingram stated that Montgomery County is currently experiencing a drought and has had an outbreak of Army Worms. He asked everyone to keep farmers in their prayers. Vice Chairman Ingram noted that the cattle herds were getting smaller, and the 4H program needs support. He informed everyone that Jimmy Smitherman will have to have another surgery. He stated that he would have to leave the meeting a little early this morning in order to attend a funeral. Vice Chairman Ingram asked the Commission to consider having the Commission meetings in the evenings one night a month and asked to start this during the month of November on a trial basis. This would allow the public to be more involved, and the Commission could have more transparency. Vice Chairman Ingram noted that this is the first week of the new budget, and that the County is in a hiring freeze. He stated that County needs to cut 35 positions through attrition. He expressed that he would try his best to treat each department fairly, and that he does not want to lay anyone off.

Commissioner Wilson thanked Councilman Burkett for everything that he does and he thanked Mr. Boyd, adding that he would like to meet with him.

Chairman Dean thanked Councilman Burkett for the awesome job that he does. He also recognized Mr. Boyd and Ms. Brown for their contributions to the community. Chairman Dean asked everyone to help make this a profitable budget year and to do the best for the people represented.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

<u>INFORMATION SESSION</u>

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

<u>COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL</u>

Deputy Administrator Mitchell briefed the Commission regarding a maintenance contract proposal from Norment Security Group for the jail. Sheriff Marshall stated that he would like for the Commission to pay for this service. Administrator Mims indicated that this item should stay in the jail budget in order to account for the actual cost of running the jail.

Administrator Mims presented a memorandum from Dave Peterson, executive director of the Alabama Red Ribbon Coalition, regarding a request for funding for the annual Red Ribbon Campaign Kickoff. The Commission asked for the amount of funding requested.

Administrator Mims presented a copy of the NACo Participation and Membership Benefits Report.

Administrator Mims briefed the Commission regarding the Montgomery County Detention Facility's Population Report for September 2010, which showed an average daily population of 505.

Administrator Mims presented the Community Corrections Census and Fiscal Report for September 2010.

Administrator Mims informed the Commission that Harry D. James, Juvenile Detention Supervisor, Montgomery County Youth Facility, has submitted a Notice of Application for Retirement Allowance.

Administrator Mims informed the Commission that Jerry Bloodsworth, District Attorney's Office, has submitted a Notice of Application for the Retirement Drop Program.

Administrator Mims also presented the Montgomery Public Schools Facility Plan Monthly Report #46 for September 2010, from T.C.U. Consulting Services, LLC.

PRESENTATION BY PUBLIC AFFIARS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed the upcoming events with the Commission. She also noted that her new fall intern, Jennifer Ruffin, was now working for the county at no cost. Jennifer, an ASU senior, will be in the county's public affairs office until December. Upon graduation, she will pursue her master's degree at the University of North Carolina.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on October 12, 2010, at 10:41 a.m. The motion was seconded by Commissioner Wilson and unanimously approved by the Commission.

Agenda
OCT 12 2010

10-12-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 09-30-10

Check Number	To	Check Number
211520		211634
Total Checks Paid		$302,464.38

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Agenda

OCT 12 2010

10-12-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 09-30-10

Check Number	To	Check Number
211635		211718
Total Checks Paid		$273,057.77

CHECK #	PAYEE	AMOUNT	DATE
211719	Postmaster Bulk Mailing	$21,662.39	09/30/10
211720	Postmaster Bulk Mailing	$12,855.00	10/04/10
211721	Postmaster Bulk Mailing	$ 474.70	10/04/10
211722	Postmaster Bulk Mailing	$ 3,420.58	10/05/10

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Agenda

OCT 1 2 2010

10-12-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-08-10

Check Number	To	Check Number
211723		211754
Total Checks Paid		$254,171.86

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Agenda
OCT 12 2010

10-12-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-08-10

Check Number	To	Check Number
211755		211766
Total Checks Paid		$110,803.51

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Agenda

OCT 12 2010

10/12/10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10/08/10

Payroll Check Number	105446	To	Payroll Check Number	105611	$ 118,701.22
Direct Deposits					$ 779,002.24
Payroll Check Number	105612	To	Payroll Check Number	105643	$ 278,589.08
Direct Deposits					$ 328,570.60
Federal Deposits					$ 311,876.15
Total Payroll Paid					$ 1,816,739.29

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER

Agenda
OCT 12 2010

MONTGOMERY COUNTY, ALABAMA

RESOLUTION AND ORDER

Authorizing the Issuance of

MONTGOMERY COUNTY, ALABAMA
General Obligation Refunding Warrants
Series 2010-A

1-1

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to
RESOLUTION AND ORDER
of the
MONTGOMERY COUNTY COMMISSION
Authorizing the Issuance of
MONTGOMERY COUNTY, ALABAMA
General Obligation Refunding Warrants
Series 2010-A

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*This Table of Contents appears here for reference only and should not be considered a part of this Resolution and Order.

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ARTICLE IV

REGISTRATION, TRANSFER AND EXCHANGE OF WARRANTS

ARTICLE V

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ARTICLE VI

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ARTICLE VII

CREATION AND ADMINISTRATION OF SPECIAL FUNDS AND ACCOUNTS

ARTICLE VIII

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ARTICLE IX

AMENDMENTS OR MODIFICATIONS OF THE WARRANT RESOLUTION

ARTICLE X

SALE OF THE WARRANTS AND RELATED ACTIONS

ARTICLE XI

MISCELLANEOUS

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BE IT RESOLVED AND ORDERED by the Montgomery County Commission (herein called the "Commission") as follows:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1 **Findings and Determinations.**

The Commission has ascertained and found and does hereby determine and declare as follows:

(a) The County has heretofore issued its General Obligation Warrants, Series 2002, dated October 1, 2002 (herein called the "Series 2002 Warrants"), which are now outstanding in the aggregate principal amount of $13,975,000.

(b) The County can realize significant debt service savings by refunding, in advance of their respective maturities, substantially all of the outstanding Series 2002 Warrants (those of the Series 2002 Warrants to be refunded being herein called the "Refunded Warrants").

(c) It is desirable and in the best interests of the citizens and taxpayers of the County for the County to issue and sell the Warrants authorized herein (herein called the "Warrants") for the purposes of (i) refunding the Refunded Warrants, and (ii) paying the expenses of issuing the Warrants.

ARTICLE II

DEFINITIONS AND USE OF PHRASES

Section 2.1 **Definitions.**

The following defined terms and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective meanings (it being understood that the following meanings shall prevail in the event of any inconsistency between a defined term and the same term as defined elsewhere in this resolution and order by a parenthetical phrase appearing in the text):

"Act" means the statutes codified as Chapter 28 of Title 11 of Code of Alabama 1975, as amended and supplemented and at the time in force and effect.

"Authorized Denominations" means the denomination of $5,000 or any integral multiple thereof.

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"**Bond Counsel**" means any attorney, or firm of attorneys, acceptable to the County whose opinions respecting the legality or validity of debt securities issued by or on behalf of states or political subdivisions thereof are nationally recognized and accepted.

"**Code**" means the Internal Revenue Code of 1986, as amended, or successor federal tax law at the time in force and effect.

"**Commission**" means the Montgomery County Commission or any other governing body of the County that may succeed to the functions of the Commission.

"**Eligible Investments**" means (i) Federal Obligations; (ii) Eligible Bank Obligations; (iii) any share or other investment unit representing a beneficial interest in an investment company or investment trust which is registered under the Investment Company Act of 1940, as from time to time amended (or successor provision of federal law), provided that the investment portfolio of such investment company or investment trust consists exclusively of obligations or securities that would independently qualify as Eligible Investments if directly acquired by the County; and (iv) any other investments at the time permitted by applicable law.

"**Eligible Bank Obligations**" means (i) any demand or time deposit (including any time deposit subject to an investment agreement) with any bank or any certificate of deposit issued by any bank, provided that such deposit or certificate of deposit is either (a) fully insured by the Federal Deposit Insurance Corporation or any agency or instrumentality of the United States of America that may succeed to the functions thereof or (b) secured by a deposit of Federal Obligations having a market value at all times not less than the principal amount of such deposit or certificate of deposit, and (ii) to the extent that they are at the time legal investments for the County, any demand or time deposit with any bank or any certificate of deposit issued by any bank, even though such deposit or certificate of deposit is neither fully insured by the Federal Deposit Insurance Corporation or any successor agency or instrumentality nor secured by any deposit of Federal Obligations, provided that (x) deposits in such bank are insured, in whole or in part, by the Federal Deposit Insurance Corporation or any successor agency or instrumentality of the United States of America and (y) the debt obligations of such bank, or the debt obligations of the bank holding company of which such bank is the lead bank, are rated not less favorably than AA by Standard & Poor's Corporation or Aa by Moody's Investors Service, Inc.

"**Escrow Trust Agreement**" means the Escrow Trust Agreement entered into by the County and Regions Bank pursuant to Section 10.4 hereof.

"**Federal Obligations**" means (i) direct obligations of the United States of America and (ii) obligations payment of the principal of and the interest on which is unconditionally guaranteed by the United States of America.

"**Fiscal Year**" means the period beginning on October 1 of any calendar year and ending on September 30 of the next succeeding calendar year, or such other fiscal year as may hereafter be lawfully established for the County.

"fully paid, "payment in full", or any similar expression with respect to any of the Warrants, means that such Warrants have been paid in full, or the full payment thereof has been duly provided for, in accordance with the provisions of Section 11.1 hereof.

"Holder", when used with respect to a Warrant, means the Person in whose name the ownership of such Warrant is registered on the registry books of the Registrar pertaining to the Warrants.

"Issuance Date" means the date of issuance and delivery of the Warrants to the Underwriter.

"Interest Payment Date" means each May 1 and November 1, commencing with May 1, 2011, on which any interest is due and payable with respect to any of the Warrants.

"outstanding", when used with reference to any of the Warrants, means as of a particular date, the aggregate principal amount of such Warrants theretofore registered by the Registrar and delivered under the Warrant Resolution; provided, however, that there shall be excluded from such computation (a) Warrants cancelled by the Registrar at or prior to such computation date, (b) Warrants in lieu of or in substitution for which other Warrants shall have been authenticated and delivered pursuant to the Warrant Resolution, and (c) Warrants deemed to have been paid as provided in Section 11.1 of the Warrant Resolution.

"Overdue Interest" means interest due but not paid on the Interest Payment Date on which such interest is required to be paid.

"Overdue Interest Record Date" means the record date fixed by the Registrar pursuant to the provisions of Section 11.2 hereof for determination of the Holders of Warrants entitled to the payment of Overdue Interest.

"Permitted Defeasance Obligations" means Federal Obligations, Qualified Tax-Exempt Obligations, Treasury Receipts or any combination of all or any thereof.

"Person" means any natural person, corporation, partnership, trust, government or governmental body, political subdivision or other legal entity as in the context may be possible or appropriate.

"Qualified Tax-Exempt Obligations" means, to the extent permitted as a lawful investment of the County, any obligations, whether general or limited, of any state of the United States of America or of any political subdivision or instrumentality of any such state or political subdivision thereof (i) which are rated not less favorably than AAA by Standard & Poor's Corporation or Aaa by Moody's Investors Service, Inc. at the time of acquisition for any purpose authorized by the Warrant Resolution, (ii) the payment of the full amount of the principal of and interest on which is either unconditionally guaranteed by the United States of America or is to be derived from payments of principal of or interest on Federal Obligations, Treasury Receipts or any combination thereof held in an irrevocable trust fund, and (iii) the interest on which is

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excludable from gross income for purposes of federal income taxation in the opinion of Bond Counsel.

"Refunded Warrants" means (i) those of the Series 2002 Warrants that mature after November 1, 2010, and (ii) the portion of the Series 2002 Warrants that mature on November 1, 2010, that is specified as part of the Refunded Warrants in the Warrant Purchase Agreement.

"Registrar" means Regions Bank, in its capacity as registrar, transfer agent and paying agent with respect to the Warrants or any successor thereto in such capacity.

"Regular Record Date", when used with reference to the interest payable on any Interest Payment Date, means the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Payment Date.

"Supplemental Resolution" means a resolution and order adopted by the Commission which supplements or amends the Warrant Resolution.

"Treasury Receipts" means custodial receipts evidencing ownership in future principal or interest payments, or both, with respect to United States Treasury obligations that have been deposited with a custodian pursuant to a custody agreement which provides for the United States Treasury obligations underlying such custodial receipts to be held in a separate account and for all payments of principal and interest received by such custodian with respect to such underlying obligations to be immediately paid to the holders of such custodial receipts in accordance with their respective ownership interests in such underlying obligations, provided that (i) such custodian shall be a bank that is organized under the laws of the United States of America or any state thereof and that, at the time of the issuance of such custodial receipts, shall have capital, surplus and undivided profits in excess of $100,000,000 and (ii) the custody agreement pursuant to which such custodial receipts are issued shall be acceptable to Bond Counsel.

"Underwriter" means the original purchaser of the Warrants from the County, namely, Merchant Capital, L.L.C.

"Warrant Fund" means the Montgomery County Series 2010-A Warrant Fund created in Section 7.1 hereof.

"Warrant Purchase Agreement" means that certain Purchase Contract pursuant to which the County will agree to sell the Warrants to the Underwriter and the Underwriter will agree to purchase the Warrants from the County.

"Warrant Resolution" means this resolution and order authorizing the sale and issuance of the Warrants, as the same may from time to time be amended or supplemented by one or more Supplemental Resolutions.

"Warrants" means the General Obligation Refunding Warrants, Series 2010-A, authorized to be issued by the County in Article III hereof.

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Section 2.2 **Use of Phrases.**

"Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this resolution as an entirety and not solely to any particular portion in which any such word is used. The definitions set forth in Section 2.1 hereof include both singular or plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

ARTICLE III

THE WARRANTS

Section 3.1 **Authorization and Description of the Warrants.**

Pursuant to the provisions of the Act, there are hereby authorized to be issued by the County its General Obligation Refunding Warrants, Series 2010-A, in an aggregate principal amount that shall not exceed $15,200,000. The Warrants shall initially be issued pursuant to the book-entry system hereinafter described, shall be dated October 1, 2010, shall be numbered from R-1 up in the order in which issued, and shall be issued initially in the principal amount of $5,000 each or any integral multiple thereof.

The Warrants shall be initially registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, and shall be evidenced by one Warrant maturing on each of the maturity dates set forth in this Section 3.1 in a denomination corresponding to the total principal amount designated to mature on such date and shall be numbered in consecutive order upward. Registered ownership of the Warrants, or any portion thereof, may not thereafter be transferred except under the circumstances described in Section 4.1 of the Warrant Resolution.

The Warrants shall mature (or be subject to scheduled mandatory redemption at par) on November 1 in the years 2011 through 2022, inclusive, and shall bear interest from their date payable on May 1, 2011, and on each May 1 and November 1 thereafter. The Chairman of the Commission is hereby authorized to approve (i) the principal amount of Warrants to mature (or be subject to scheduled mandatory redemption at par) on each of the aforesaid dates, and (ii) the per annum rate or rates of interest to be borne by the Warrants of each such maturity; provided, however, that such approval shall not be granted, and the Warrants shall not be issued pursuant to this Warrant Resolution, unless the net present value savings resulting from the issuance of the Warrants to refund the Refunded Warrants (calculated as of the issuance date for the Warrants and using as the discount factor a per annum rate equal to the percentage that matches the all inclusive cost of the Warrants) are at least 3% of the aggregate principal amount of the Refunded Warrants. The approved debt service schedule for the Warrants shall be attached to or incorporated within the Warrant Purchase Agreement. The Chairman of the Commission shall deliver to the Registrar, prior to the initial delivery of the Warrants, a certificate setting forth the definitive interest rates and annual principal amounts for the Warrants. Interest on the Warrants shall be computed on the basis of a 360-day year of 12 consecutive 30-day months.

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Section 3.2 **Interest on Overdue Principal and Interest.**

The principal of and interest on any Warrant not paid when due shall bear interest after the respective due dates thereof until paid at the rate of interest borne by the principal of such Warrant prior to maturity.

Section 3.3 **Method of Payment.**

The principal of the Warrants shall be payable at the designated office of the Registrar, upon presentation and surrender of the Warrants as the same become due and payable, whether at maturity or upon redemption prior to maturity. Except as otherwise provided in Section 4.1 hereof, interest on the Warrants shall be payable by check or draft mailed or otherwise delivered on each Interest Payment Date (or, if any Interest Payment Date is not a business day, on the business day next following such Interest Payment Date) by the Registrar to the respective Holders thereof as of the applicable Regular Record Date at their addresses as they appear on the registry books of the Registrar pertaining to the registration of the Warrants; provided that the final payment of such interest shall be made only upon surrender of such Warrants to the Registrar.

Section 3.4 **Redemption of the Warrants.**

The Warrants will be subject to redemption prior to their respective maturities, in whole or in part, at the option of the County, on the initial optional redemption date specified in the Warrant Purchase Agreement (which shall in no event be later than October 1, 2020), and on any date thereafter, at a redemption price equal to the par or face amount of each Warrant so redeemed, plus accrued interest thereon to the date of redemption.

If any of the Warrants are issued as term warrants, then each such Warrant shall be subject to mandatory sinking fund redemption commencing on November 1 of the first year which has been combined to form such term warrant and continuing on November 1 in each year thereafter until the stated maturity date of that term warrant. The principal amount of any term warrant to be redeemed in any year shall be specified in the Warrant Purchase Agreement. Warrants to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at par and shall be selected by lot from among the Warrants of the applicable maturity that are then subject to redemption. The County, at its option, may credit against any mandatory sinking fund redemption requirement term warrants of the maturity then subject to redemption which have been purchased and canceled by the County or which have been redeemed and not theretofore applied as a credit against any mandatory sinking fund redemption requirement.

If less than all of the Warrants at the time outstanding are called for optional redemption, such redemption shall be from such maturity or maturities as shall be specified by the County. If less than all the Warrants of a single maturity are to be redeemed, then those of the said single maturity to be so redeemed shall be selected by lot. Notice of any redemption is required to be sent, by registered or certified mail, not more than sixty (60) nor less than thirty (30) days prior to the date fixed for redemption, to the registered owners of the Warrants to be redeemed in whole or in part. The Warrants or portions thereof so designated for redemption will become due and payable on the specified redemption date and will cease to bear interest from and after such date.

Section 3.5 **Form of the Warrants.**

The Warrants and the Registrar's registration certificate and the form of assignment applicable thereto shall be in substantially the following forms, respectively, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Warrant)

No. R- $______________

UNITED STATES OF AMERICA
STATE OF ALABAMA
MONTGOMERY COUNTY
GENERAL OBLIGATION REFUNDING WARRANT
Series 2010-A

Interest Rate	Maturity Date	CUSIP
_____%	__________	__________

Subject to prior payment and other provisions as herein provided

MONTGOMERY COUNTY, ALABAMA (herein called the "County"), hereby acknowledges itself indebted to, and orders and directs the County Treasurer to pay to

or registered assigns the principal sum of

DOLLARS

on the date specified above with interest thereon from the date hereof until the maturity hereof at the per annum rate of interest specified above, payable on May 1, 2011, and semiannually thereafter on each May 1 and November 1 until the due date hereof. The principal of and the interest on this warrant shall bear interest after their respective due dates until paid at the rate of interest borne by the principal hereof prior to maturity. All interest on this warrant (including, without limitation, interest on overdue installments of principal and interest) shall be computed on the basis of a 360-day year of 12 consecutive 30-day months. The principal of and the premium (if any) on this warrant shall be payable only upon presentation and surrender of this warrant at the designated office of Regions Bank, Birmingham, Alabama, or its successor as Registrar under the Warrant Resolution hereinafter referred to (herein, together with its successors in such capacity, called the "Registrar"), and the interest payable on this warrant on each interest payment date shall (except for the final payment of such interest, which shall be

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made only upon the surrender of this warrant) be remitted by the Registrar by check or draft mailed or otherwise delivered to the registered holder hereof at the address shown on the registry books of the Registrar as of the fifteenth (15th) day of the month immediately preceding each such interest payment date; provided, however, that any such payment of interest may be made by wire transfer so long as this warrant is registered in the name of Cede & Co. Any such payment of interest shall be deemed timely made if so mailed or transmitted by wire transfer on the interest payment date (or, if any such interest payment date is not a business day, on the business day next following such interest payment date). The principal of and the interest and premium (if any) on this warrant shall be payable in lawful money of the United States of America.

This warrant is one of a duly authorized issue of warrants of the County designated General Obligation Refunding Warrants, Series 2010-A, aggregating $__________ in principal amount (herein called the "Warrants"), which have been issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly those statutes codified as §§ 11-28-1 through 11-28-7, inclusive, of Code of Alabama 1975, and a resolution and order (herein called the "Warrant Resolution") duly adopted by the governing body of the County.

Optional Redemption.

The Warrants will be subject to redemption prior to their respective maturities, in whole or in part, at the option of the County, on ______________, and on any date thereafter, at a redemption price equal to the par or face amount of each Warrant so redeemed, plus accrued interest thereon to the date of redemption.

[Bracketed language to be included only if certain Warrants are issued as term warrants]

[Scheduled Mandatory Redemption of ____________ Term Warrants.

The Warrants maturing in __________ ("__________ Term Warrants") shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on November 1 in years and principal amounts (after credit as provided below) as follows:

Year	Amount

____

$____________ of the __________ Term Warrants

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are scheduled to be retired at maturity.

Not less than 45 or more than 60 days prior to each such scheduled mandatory redemption date with respect to __________ Term Warrants, the Registrar shall proceed to select for redemption, by lot, __________ Term Warrants or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such __________ Term Warrants or portions thereof for redemption on such scheduled mandatory redemption date. The County may, not less than 60 days prior to any such scheduled mandatory redemption date, direct that any or all of the following amounts be credited against the principal amount of __________ Term Warrants scheduled for redemption on such date: (A) the principal amount of __________ Term Warrants delivered to the Registrar for cancellation and not previously claimed as a credit; and (B) the principal amount of __________ Term Warrants previously redeemed (other than __________ Term Warrants redeemed pursuant to this paragraph) and not previously claimed as a credit.]

If less than all of the Warrants at the time outstanding are called for optional redemption, such redemption shall be from such maturity or maturities as shall be specified by the County. If less than all the Warrants of a single maturity are to be redeemed, then those of the said single maturity to be so redeemed shall be selected by lot. Notice of any redemption is required to be sent, by registered or certified mail, not more than sixty (60) nor less than thirty (30) days prior to the date fixed for redemption, to the registered owners of the Warrants to be redeemed in whole or in part. The Warrants or portions thereof so designated for redemption will become due and payable on the specified redemption date and will cease to bear interest from and after such date.

By the execution and issuance of this warrant, the County acknowledges that it is indebted to the payee hereof in accordance with the terms hereof. The indebtedness evidenced by the Warrants is a general obligation of the County for the payment of the principal of and interest on which the full faith and credit of the County have been irrevocably pledged.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the County, was at the time the same was created and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

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

This warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Registrar and only upon surrender of this warrant to the

Registrar for cancellation, and upon any such transfer a new Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Warrant Resolution. Each holder, by receiving or accepting this warrant, shall consent and agree and shall be estopped to deny that, insofar as the County and the Registrar are concerned, this warrant may be transferred only in accordance with the provisions of the Warrant Resolution. The Warrant Resolution provides that all payments by the County or the Registrar to the person in whose name a Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

The Registrar shall not be required to transfer or exchange this warrant during the period that commences with the close of business on the fifteenth (15th) day of the calendar month next preceding any interest payment date and that continues until the opening of business on such interest payment date.

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

IN WITNESS WHEREOF, the County has caused this warrant to be executed by the Chairman of the Montgomery County Commission, has caused the official seal of the County to be hereunto affixed, has caused the signature of the aforesaid Chairman to be attested by the County Administrator, and has caused this warrant to be dated October 1, 2010.

MONTGOMERY COUNTY, ALABAMA

By__________________________________

Chairman of the County Commission

ATTEST:

____

County Administrator

[SEAL]

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(Form of Registration Certificate)

DATE OF REGISTRATION: ______________

REGISTRATION CERTIFICATE

This Warrant was registered in the name of the above-registered holder on the date of registration shown above.

REGIONS BANK

By_______________________________________
Its Authorized Officer

(Form of Assignment)

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

DATED this _____ day of ____________________, ______.

____

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

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[Form of Signature Guaranty]

Signature Guaranteed:

____
(Bank, Trust Company or Firm*)

By____________________________
(Authorized Officer)

Medallion Number: ______________________________
*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Section 3.6 **Execution of Warrants by County.**

The Warrants shall be executed on behalf of the County by the Chairman of the Commission, and the official seal of the County shall be impressed or imprinted on each of the Warrants and attested by the County Administrator. The signatures of the Chairman of the Commission and of the County Administrator may be facsimile signatures of the said officers, and the seal of the County imprinted on the Warrants may be a facsimile of the said seal (it being understood that a condition to the validity of each Warrant is the appearance on such Warrant of a Registration Certificate, substantially in the form hereinabove provided, executed by the manual signature of an authorized officer of the Registrar). Signatures on the Warrants by persons who are officers of the County at the times such signatures are written or printed shall continue to be effective although such persons cease to be such officers prior to the delivery of the Warrants, whether initially issued or exchanged for Warrants other than those initially issued.

Section 3.7 **Registration Certificate.**

A registration certificate by the Registrar, in substantially the form hereinabove presented, duly executed by the manual signature of an authorized officer of the Registrar, shall be endorsed on each of the Warrants and shall be essential to the validity thereof.

ARTICLE IV

REGISTRATION, TRANSFER AND EXCHANGE OF WARRANTS

Section 4.1 **Book Entry Procedures.**

Except as provided in Section 4.1(c) hereof, the registered owner of all of the Warrants shall be The Depository Trust Company ("DTC") and the Warrants shall be registered in the

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name of Cede & Co., as nominee of DTC. Payment of semiannual interest for any Warrant registered as of a Regular Record Date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on the Interest Payment Date at the address indicated on the Regular Record Date for Cede & Co. in the registry books of the County kept by the Registrar.

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

(b) In the event the County determines that it is in the best interest of the beneficial owners of the Warrants that they be able to obtain Warrant certificates, the County may notify DTC and the Registrar of the availability through DTC of Warrant certificates. In such event, the Registrar shall issue, transfer and exchange Warrant certificates as requested by DTC and any other Warrantholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Warrants at any time by giving notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the County and Registrar shall be obligated to deliver Warrant certificates as described in the Warrant Resolution. In the event

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Warrant certificates are issued to Warrantholders other than DTC, the other provisions of Article IV of the Warrant Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the Registrar to do so, the County and the Registrar will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Warrants to any DTC participant having Warrants credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Warrants.

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

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

(e) In the event of any inconsistency between the provisions of this Section 4.1 and any other provision of this Warrant Resolution or the forms of Warrants, the provisions of this Section 4.1 shall govern so long as warrant certificates have not been issued to the Warrantholders other than DTC in accordance with Section 4.1(c). During a period in which the book-entry system described herein is in effect for the Warrants, the provisions of this Warrant Resolution shall be construed in accordance with the procedures of DTC that govern such system.

Section 4.2 **Registration and Transfer of Warrants.**

All Warrants shall be registered as to the payment of both principal and interest and shall be transferable only on the registry books of the Registrar pertaining to the Warrants. The Registrar shall be the registrar and transfer agent of the County and shall keep at its designated office proper registry and transfer books in which it will note the registration of the Warrants and the transfer of such Warrants as are presented for that purpose, all in the manner and to the extent hereinafter specified.

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No transfer of any Warrant shall be valid hereunder except upon presentation and surrender of such Warrant at the designated office of the Registrar with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature (if required by the Registrar) satisfactory to the Registrar, whereupon the County shall execute, and the Registrar shall register and deliver to the transferee, a new Warrant, registered in the name of such transferee and of like tenor as that presented for transfer.

Each owner of any Warrants, by receiving or accepting such Warrants, shall consent and agree and shall be estopped to deny that, insofar as the County and the Registrar are concerned, such Warrants may be transferred only in accordance with the provisions of the Warrant Resolution. Each transferee of any Warrant takes it subject to all principal and interest payments in fact made with respect to such Warrant.

Section 4.3 **Exchange of Warrants.**

Upon the request of the Holder of one or more Warrants, the County shall execute, and the Registrar shall register and deliver, upon surrender to the Registrar of such Warrant or Warrants in exchange therefor, a Warrant or Warrants in different Authorized Denominations of the same maturity and interest rate and together aggregating the same principal amount as the then unpaid principal of the Warrant or Warrants so surrendered, all as may be requested by the Person surrendering such Warrant or Warrants. Any Warrants surrendered for exchange pursuant to the provisions of this section shall be accompanied by a written power to transfer signed by the Holder thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Registrar.

Section 4.4 **Accrual of Interest on Warrants.**

Any Warrant issued prior to May 1, 2011, in lieu of other Warrants presented for transfer or exchange shall bear interest from October 1, 2010. Any Warrant issued on or after May 1, 2011, in lieu of other Warrants presented for transfer or exchange shall bear interest from the Interest Payment Date next preceding the date of its issuance, unless (i) such date of issuance is an Interest Payment Date, in which event such Warrant shall bear interest from the date of its issuance, or (ii) at the time of such issuance the County is in default in the payment of interest on the Warrant in lieu of which such new Warrant is issued, in which event such new Warrant shall bear interest from the last date to which interest has previously been paid or made available for payment on the Warrant in lieu of which such new Warrant is issued. In any case, any Warrants issued in lieu of other Warrants presented for transfer or exchange shall bear interest at the rate borne by the Warrants so presented for transfer or exchange and shall be dated so that no gain or loss of interest shall result from the transfer or exchange of any Warrants for other Warrants.

Section 4.5 **Time Limitations on Transfer or Exchange of Warrants.**

The Registrar shall not be required to transfer or exchange any of the Warrants during the period that commences with the close of business on the fifteenth (15th) day of the calendar month next preceding any Interest Payment Date and that continues until the opening of business on such Interest Payment Date.

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Section 4.6 **Persons Deemed Owners of Warrants.**

The Person in whose name a Warrant is registered on the books of the Registrar shall be the sole Person to whom or on whose order payments on account of the principal thereof and of the interest and premium (if any) thereon may be made. The County and the Registrar may deem and treat the Person in whose name a Warrant is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by either of them to the Person in whose name a Warrant is registered shall, to the extend thereof, fully discharge and satisfy all liability for the same.

Section 4.7 **Expenses of Transfer and Exchange.**

The transfer and exchange of Warrants (other than the issuance of a new Warrant pursuant to Section 4.8 hereof) shall be without expense to the Holder or transferee. In every case involving any transfer or exchange of any of the Warrants that is requested by the Holder thereof, such Holder shall pay all taxes and other governmental charges required to be paid in connection with such transfer or exchange.

Section 4.8 **Replacement of Mutilated, Lost, Stolen or Destroyed Warrants.**

In the event any Warrant is mutilated, lost, stolen or destroyed, the County may execute, and the Registrar shall thereupon register and deliver, a new Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (i) in the case of any such mutilated Warrant, such Warrant is first surrendered to the Registrar, and (ii) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Registrar (with such evidence to be also furnished to the County if requested), together with indemnity satisfactory to the Registrar (provided that if the Holder of such lost, stolen or destroyed Warrant is a bank or an insurance company, its own agreement of indemnity shall be satisfactory). The County may charge the Holder with the expense of issuing any such new Warrant. In lieu of issuing a new Warrant to replace any mutilated, lost, stolen or destroyed Warrant which shall have already matured or been called for redemption, the Registrar may pay such Warrant at or after the maturity or redemption date applicable thereto if the Holder of such Warrant satisfies the same terms and conditions as those provided in the preceding provisions of this section for the replacement of such Warrant.

ARTICLE V

GENERAL PROVISIONS RESPECTING REDEMPTION OF WARRANTS

Section 5.1 **Manner of Effecting Redemption of Warrants.**

The redemption of any Warrants shall be effected in the following manner:

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(a) Call. The Commission shall adopt a resolution in which it shall call for redemption on a stated date, when they are by their terms subject to redemption, Warrants bearing stated numbers (and, in the case of the partial redemption of any Warrants, the respective principal amounts thereof to be redeemed); provided, however, that it shall not be necessary for the Commission to adopt any such resolution if such redemption is required by the terms of the Warrant Resolution or if in the Warrant Resolution the adoption of any such resolution is expressly stated to be unnecessary.

(b) Notice by Registered or Certified Mail. With respect to any Warrants called for redemption, in whole or in part, the Registrar (on behalf of the County) shall cause to be forwarded by United States registered or certified mail to the Holders thereof, at the addresses of such Holders as such addresses appear on the registry books of the Registrar pertaining to the registration of the Warrants, a notice stating the following: that Warrants bearing stated numbers (and, in the case of the partial redemption of any Warrants, the respective principal amounts thereof to be redeemed) have been called for redemption and will become due and payable at the applicable redemption price or redemption prices on a specified redemption date, and that all interest thereon will cease after such redemption date if prior to such date, or not later than 11:00 o'clock, A.M., on such date, the total redemption price of the Warrants (or portions of the principal thereof) so called for redemption, together with the accrued interest thereon to such date, has been deposited with the Registrar. Such notice shall be so mailed not more than sixty (60) nor less than thirty (30) days prior to the date fixed for redemption, but Holders of any Warrants may waive the requirements of this subsection with respect to the Warrants held by them without affecting the validity of the call for redemption of any other Warrants.

(c) Deposit. Prior to the date fixed for redemption, or not later than 11:00 o'clock, A.M., on such date, the County shall deposit, or cause to be deposited, with the Registrar the total redemption price of the Warrants (or portions of the principal thereof) so called for redemption (as such redemption price is specified herein), in funds that will be immediately available to the Registrar on the date fixed for redemption, and shall furnish to the Registrar a certified copy of the resolution required by subsection (a) of this section (if, under the circumstances, the adoption of any such resolution is required).

Section 5.2 **Presentation of Warrants for Redemption; Warrants Called for Redemption to Cease to Bear Interest.**

Upon compliance by the County and the Registrar with the requirements of Section 5.1 hereof, the Warrants so called for redemption (or, in the case of any Warrants called for partial redemption, the portions thereof called for redemption) shall become due and payable at the place or places at which the same shall be payable at the redemption price or prices and on the redemption date specified in such notice, anything herein or in the Warrants to the contrary notwithstanding, and the Holders thereof shall then and there surrender them for redemption;

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provided, however, that with respect to any Warrant called for partial redemption, the Holder thereof shall surrender such Warrant to the Registrar in exchange for one or more new Warrants of like tenor and in Authorized Denominations having an aggregate principal amount equal to the unredeemed portion of the Warrant so surrendered. All future interest on the Warrants so called for redemption (or, in the case of any Warrants called for partial redemption, the portions thereof called for redemption) shall, subject to the deposit required by subsection (c) of Section 5.1 hereof having been made, cease to accrue after the date fixed for redemption. The Warrants so called for redemption (or, in the case of any Warrants called for partial redemption, the portions thereof called for redemption) shall, subject to such deposit having been made, no longer constitute a general obligation of the County, but shall be payable solely from the moneys deposited with the Registrar under the provisions hereof. Out of the moneys so deposited with it, the Registrar shall pay on the redemption date the applicable redemption price or prices of the Warrants so called for redemption (or, in the case of any Warrants called for partial redemption, the portions thereof called for redemption).

ARTICLE VI

PAYMENT AND SECURITY COVENANTS OF THE COUNTY

Section 6.1 **Payment of Principal and Interest.**

From the moneys at any time lawfully available, the County shall pay or cause to be paid the principal of and the interest and premium (if any) on the Warrants as specified therein and herein, and it will otherwise perform all obligations that, either expressly or by reasonable implication, are imposed on it under the Warrant Resolution.

Section 6.2 **General Obligation.**

The indebtedness evidenced and ordered paid by each of the Warrants is and shall be a general obligation of the County for payment of the principal of and the interest on which the full faith and credit of the County are hereby irrevocably pledged.

ARTICLE VII

CREATION AND ADMINISTRATION OF SPECIAL FUNDS AND ACCOUNTS

Section 7.1 **Warrant Fund.**

There is hereby established a special fund, to be designated the "Montgomery County Series 2010-A Warrant Fund", for the purpose of providing for the payment of the principal of and the interest on the Warrants, which fund shall be maintained until the principal of and the interest on the Warrants have been paid in full. The Registrar shall be and remain the depository,

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custodian and disbursing agent for the Warrant Fund. Payments shall be made into the Warrant Fund as follows:

(a) simultaneously with the issuance of the Warrants and out of the proceeds derived from the sale thereof, there shall be paid into the Warrant Fund that portion of such proceeds that is referable to the accrued interest on the Warrants received by the County upon the sale thereof;

(b) on or before May 1, 2011, and on or before each May 1 and November 1 thereafter, until and including November 1, 2022, the County will pay into the Warrant Fund an amount equal to the interest and principal, if any, that will be payable on each such Interest Payment Date with respect to the Warrants at the time outstanding, or the redemption price of Warrants required to be redeemed on such date, as the case may be; and

(c) there shall be paid into the Warrant Fund any other moneys that are expressly required to be paid therein by any provision of the Warrant Resolution.

There shall be credited against any payment required to be made into the Warrant Fund, pursuant to the provisions of subparagraph (b) of this paragraph, any amount then held in the Warrant Fund, but only to the extent that such amount does not itself consist of prior payments made pursuant to said subparagraph (b) or has not theretofore been credited against any payment previously required by said subparagraph (b); provided, however, that moneys in the Warrant Fund shall not be so credited against any required payment into such fund if such moneys (i) are held therein for payment of matured but unpaid Warrants, Warrants called for redemption but not yet redeemed, and matured but unpaid interest on the Warrants, (ii) are held therein pursuant to instructions from the County for the future redemption or purchase of Warrants, (iii) are held therein for the payment of unmatured Warrants not called for redemption if such Warrants are considered fully paid pursuant to the provisions of Section 11.1 hereof by reason of the fact that such moneys are so held in the Warrant Fund, or (iv) are held therein subject to the provisions of a Supplemental Resolution which requires such moneys to be credited in a manner inconsistent with the provisions hereof, in which case such moneys shall be credited in the manner provided by such Supplemental Resolution.

Subject to the provisions of Section 7.4 hereof, the Registrar shall hold and apply moneys in the Warrant Fund for the payment of the principal of and the interest on the Warrants on or after the respective due dates of such principal and interest, for the redemption of Warrants prior to their respective maturities, and for the purchase of Warrants for retirement at a purchase price not greater than the principal amount thereof plus accrued interest thereon. Out of the moneys held in the Warrant Fund, the Registrar shall pay, when due, the principal and interest maturing with respect to the Warrants, as well as the redemption price of any Warrants that are required by the provisions of the Warrant Resolution to be redeemed prior to the stated maturity thereof.

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Section 7.2 **Transfers or Payments Made through Transfers of Balances of Eligible Investments.**

Whenever any provision of the Warrant Resolution requires a transfer or payment of moneys to be made from any fund or account to any other fund or account, then, to the extent that the moneys held in the fund or account from which such transfer or payment is to be made are at the time invested in Eligible Investments, the Registrar may, in lieu of liquidating such Eligible Investments to obtain cash for making such payment or transfer, effect such payment or transfer by transferring, in its records pertaining to such funds and accounts, Eligible Investments, or a portion thereof, in a principal amount equal to the amount of the required transfer or payment, provided that any required transfer or payment of moneys from one fund or account to another fund or account may be made by transferring principal amounts of Eligible Investments only if (i) such investments shall be authorized herein as investments for moneys held in the fund or account to which any principal amount of such investments shall be transferred and (ii) such investments shall mature, or be subject to redemption at the option of the holder, on or before the due date for which the required transfer or payment shall be needed in cash for the purposes of such fund or account.

Section 7.3 **Security for Moneys in Warrant Fund.**

Moneys on deposit in the Warrant Fund shall be and at all times remain public funds impressed with a trust for the purposes for which such funds are herein created. The Registrar shall at all times keep the moneys on deposit with it in such fund continuously secured for the benefit of the County and the Holders of the Warrants or other intended beneficiaries thereof either

(a) by holding on deposit as collateral security, Federal Obligations or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in such fund, or

(b) if the furnishing of security in the manner provided in the foregoing clause (a) of this paragraph is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for the Registrar so to secure any portion of the moneys on deposit in the Warrant 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 any portion of the said moneys that may be invested pursuant to the provisions of Section 7.4 hereof.

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Section 7.4 **Investment of Moneys in Funds and Accounts.**

Subject to compliance with other applicable provisions of the Warrant Resolution, the County hereby reserves the right to control the investment of the moneys at any time held in any of the funds and accounts created hereunder and hereby designates the County Administrator as its representative for the purpose of communicating investment decisions to the Registrar; provided, however, that the Commission reserves the right to designate from time to time one or more other representatives to act for the County in lieu of the County Administrator, the designation of any such other representative to be made by written order signed by the President of the Commission and furnished to the Registrar.

In particular, and without limiting the generality of the preceding paragraph, the County Administrator or any other designated representative of the County may from time to time specify to the Registrar the types and maturities of the Eligible Investments to be acquired with the moneys held in such funds and accounts, the price to be paid for such investments and the securities dealer or dealers from which such investments are to be acquired. So long as such directions from the County Administrator or any other designated representative of the County are not inconsistent with other provisions of the Warrant Resolution, the Registrar will acquire the specified investments from the specified dealer or dealers and at any specified price, regardless of its opinion as to the prudence of such investments or its ability to acquire such investments upon more favorable terms from another source; provided, however, that the County Administrator or any other designated representative of the County shall not require any investment that would result in any of the Warrants being considered "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations thereunder.

Subject to (i) the provisions of Section 11.3 hereof and (ii) the right of the County specified above to direct the investment of moneys in the funds and accounts created hereunder, moneys held in any fund or account created hereunder shall be continuously invested and reinvested by the Registrar in Eligible Investments which shall mature on such dates (or be subject to redemption at the option of the holder thereof on such dates and at such stated prices) as will assure the availability of cash in each such fund or account to make any payments therefrom required by the provisions hereof. Subject to the provisions of Sections 7.2 and 7.5 hereof, any Eligible Investments acquired by the Registrar pursuant to the provisions of this section shall be deemed at all times to constitute part of the fund or account from which the moneys were withdrawn to acquire such investments, and all income earned, profits realized and losses suffered by reason of the acquisition or disposition of such investments shall be credited or charged, as the case may be, to the particular fund or account to which such investments belong. In any determination of the amount of moneys at any time held in any fund or account created hereunder, all investments at any time forming a part thereof shall be valued at their then market value.

The Registrar may sell, redeem or otherwise convert into cash any Eligible Investments constituting a part of any of the funds or accounts created hereunder to the extent necessary (as the Registrar shall determine in the exercise of its sole discretion) to provide cash in such funds or accounts for any payments required by the provisions hereof to be made therefrom or to facilitate the transfers of moneys between various funds and accounts as may from time to time be required or permitted by the provisions hereof. Upon written request of the County

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Administrator or any other designated representative of the County, the Registrar shall cause any investments constituting part of any of such funds or accounts to be sold, redeemed or otherwise converted into cash, but only if, in the case of investments constituting part of the Warrant Fund, such sale, redemption or other conversion into cash will not jeopardize the payment, when due, of the principal of and the interest on any of the Warrants or the redemption price of any Warrants required to be redeemed. The Registrar shall not be liable for any losses incurred in connection with investments made or disposed of in accordance with the provisions of this section.

Section 7.5 **Commingling of Moneys in Separate Funds and Accounts.**

Any provisions of the Warrant Resolution to the contrary notwithstanding, moneys held in any fund or account created hereunder may be commingled and combined with moneys held in another fund or account for the purpose of making investments under the provisions of Section 7.4 hereof, subject to the following conditions:

(a) all interest, income or profit realized from any such commingled investment shall be credited, and all losses resulting therefrom shall be charged, to each such fund or account in the same respective proportions as the amount invested from each such fund or account bears to the total amount so invested;

(b) no moneys forming a part of any such fund or account shall be invested in any investments other than such as are herein expressly authorized for such fund or account; and

(c) the commingled investment of moneys held in any such fund or account, together with other moneys held hereunder, shall not result in the investment of a greater amount of moneys in such fund or account than would otherwise be permitted by the restrictions herein applicable to the investment of such moneys.

ARTICLE VIII

CONCERNING THE REGISTRAR

Section 8.1 **Appointment of Registrar and Acceptance of Duties.**

Regions Bank is hereby designated and appointed the Registrar hereunder. The Registrar shall act as registrar, transfer agent and paying agent with respect to the Warrants. The Registrar shall signify its acceptance of the duties of the Registrar under the Warrant Resolution by filing with the County a written acceptance thereof not later than the issuance of the Warrants. In such acceptance the Registrar shall accept and agree to perform the duties required by the Warrant Resolution, subject, however, to the following conditions:

(a) The Registrar shall undertake to perform such duties and only such duties as are specifically set forth in the Warrant Resolution, and no implied

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covenants or obligations shall be read into the Warrant Resolution against the Registrar.

(b) In the absence of bad faith or gross negligence on its part, the Registrar may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Registrar and conforming to the requirements of the Warrant Resolution; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Registrar, the Registrar shall be under a duty to examine the same to determine whether or not they conform to the requirements of the Warrant Resolution.

(c) The Registrar shall perform the duties imposed by the Warrant Resolution and exercise the rights and powers vested in it by the Warrant Resolution in accordance with the same degree of care and skill in the performance of such duties and the exercise of such rights and powers as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(d) No provision of the Warrant Resolution shall be construed to relieve the Registrar from liability for its own grossly negligent action, its own grossly negligent failure to act or its willful misconduct, except that no provision of the Warrant Resolution shall require the Registrar 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.

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

(f) The Registrar need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such Warrant.

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

(h) The Registrar may be a Holder or a pledgee of any of the Warrants as if not Registrar hereunder.

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

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(j) The Registrar shall not be liable to pay or allow interest on any moneys to be held by it under the Warrant Resolution or otherwise to invest any such moneys, except as specifically required by the Warrant Resolution or as may be required by law or other written agreement between the County and the Registrar.

(k) The Registrar may make any investments permitted or required hereby through its own Investment Department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.

(l) The Registrar shall, upon reasonable request, inform the County of the amount at the time on deposit in any of the special funds or accounts created hereunder.

(m) The recitals of fact herein and in the Warrants are statements by the County and not by the Registrar, and the Registrar is in no way responsible for the validity or security of the Warrants or the validity of the security afforded hereby.

(n) The Registrar shall not be responsible for (i) determining whether or not any investment complies with the arbitrage limitations imposed by Section 148 of the Code or the applicable Treasury Regulations, or (ii) calculating the amount of, or making payment of, any rebate due to the United States under Section 148(f) or any successor provision of the Code.

Section 8.2 **Registrar to Maintain Registration Books.**

The Registrar will keep on file at its designated corporate trust office registration books listing the names and addresses of the holders of the Warrants and proper records of account relating to the receipt, disbursement, investment, allocation and application of moneys under the Warrant Resolution. At reasonable times and under reasonable regulations established by the Registrar, said registration books and said accounting records may be inspected and copied by any Holder of any Warrants or the duly authorized agents and representatives of any thereof.

Section 8.3 **Resignation by Registrar.**

The Registrar and any successor Registrar may resign and be discharged from the duties under the Warrant Resolution by causing written notice specifying the effective date of such resignation to be forwarded by United States registered or certified mail, postage prepaid, to the County and to every Holder of a Warrant. Unless the effective date of the Registrar's resignation shall coincide with the appointment of a successor Registrar by the Holders of the Warrants as herein provided, such date shall be at least thirty (30) days after the date on which notice to the County and the Holders of the Warrants shall have been mailed.

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Section 8.4 **Removal of Registrar.**

The Registrar may be removed at any time (a) by an instrument or concurrent instruments in writing delivered to the Registrar and to the County and signed by the Holders of a majority in aggregate principal amount of the Warrants then outstanding or (b) if no default exists with respect to the payment of the Warrants, by a written notice delivered to the Registrar and signed on behalf of the County.

Section 8.5 **Appointment of Successor Registrar; Interim Registrar.**

In case the Registrar shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by the Holders of a majority in aggregate principal amount of Warrants then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Registrar to be incapable of acting, the County, by an instrument signed by the President of the Commission, shall appoint an interim Registrar to serve until a successor Registrar shall be appointed by the Holders of a majority in aggregate principal amount of the Warrants, as provided above. Whenever necessary to avoid or fill a vacancy in the office of Registrar, the County will appoint an interim Registrar in order that there shall at all times be a Registrar hereunder. Any interim Registrar so appointed by the County shall immediately and without further act be superseded by the Registrar appointed by the holders of the Warrants.

The County shall cause notice of the appointment of an interim Registrar, in the event that such an appointment is made, to be forwarded by United States registered or certified mail, postage prepaid, to every Holder of a Warrant. When the appointment of a successor Registrar, as selected by the Holders of a majority in principal amount of the Warrants then outstanding, becomes effective, the County shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim Registrar. Every interim or successor Registrar appointed pursuant to this section shall be a trust company or bank which is qualified to perform all duties of the Registrar under the Warrant Resolution and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than $25,000,000, if there be such an institution willing, qualified and able to accept appointment as Registrar upon reasonable or customary terms.

Section 8.6 **Concerning any Successor Registrar.**

Every successor Registrar shall execute, acknowledge and deliver to its predecessor and also to the County an instrument in writing accepting its appointment as Registrar hereunder, and thereupon such successor Registrar, without any further act, deed or conveyance, shall become fully vested with all the rights, powers and duties of its predecessor. Such predecessor shall, nevertheless, on the written request of the County or such successor Registrar, execute and deliver an instrument transferring to such successor Registrar all rights, powers and interests of such predecessor hereunder; and every predecessor Registrar shall deliver all securities and moneys held by it as Registrar hereunder to its successor.

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Section 8.7 **Merger or Consolidation of Registrar.**

Any corporation into which the Registrar may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Registrar, shall be the successor of the Registrar hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case the registration certificates with respect to any Warrants shall have been executed by the Registrar then in office, any successor by merger or consolidation to such Registrar may adopt the registration of such Warrants and deliver such Warrants with the same effect as if such successor Registrar had itself registered such Warrants.

Section 8.8 **Provisions for Payment at Par.**

The Registrar, and every other bank that may act as paying agent for any of the Warrants, by acceptance of their respective duties with respect to the payment of the Warrants, shall be deemed to have agreed thereby with the Holders of the Warrants that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on the Warrants in bankable funds at par without any deduction for exchange or other costs, fees or expenses. The County agrees with the Holders of the Warrants that it will pay all charges for fees and expenses which may be made by the Registrar or any other bank in the making of remittances in bankable funds of the principal of and interest on any of the Warrants.

Section 8.9 **Compensation of Registrar.**

Subject to the provisions of any separate agreement with the Registrar, the County shall pay to the Registrar from time to time reasonable compensation for all services rendered by it under the Warrant Resolution, including its services as registrar and paying agent for the Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

ARTICLE IX

AMENDMENTS OR MODIFICATIONS OF THE WARRANT RESOLUTION

Section 9.1 **Supplemental Resolutions Without Consent of Holders of the Warrants.**

Without the consent of or notice to any Holders of the Warrants, the County may, at any time and from time to time, adopt such Supplemental Resolutions as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the County herein contained other covenants and agreements thereafter to be observed and

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performed by the County, provided that such other covenants and agreements shall not either expressly or impliedly limit or restrict any of the obligations of the County contained in the Warrant Resolution;

(b) to provide for the surrender by the County of any right or power retained by the County in the Warrant Resolution, or to grant to or confer upon the Holders of the Warrants or to the Registrar, for the benefit of the Holders of the Warrants, any right, power or authority that may lawfully be granted to or conferred upon such Holders or the Registrar;

(c) to cure or correct any ambiguity, defect or inconsistent provision contained in the Warrant Resolution or in any Supplemental Resolution or to make any provisions with respect to matters arising under the Warrant Resolution or any Supplemental Resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Warrant Resolution or any Supplemental Resolution and do not adversely affect the interests of the Holders of the Warrants; or

(d) to provide additional security or sources of payment for the Warrants.

Section 9.2 **Supplemental Resolutions Requiring Consent of Holders of the Warrants.**

In addition to those Supplemental Resolutions permitted by Section 9.1 hereof, the County may, at any time and from time to time, with the written consent of the Holders of a majority in principal amount of the Warrants then outstanding, adopt such Supplemental Resolutions as shall be deemed necessary or desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Warrant Resolution or in any Supplemental Resolution; provided that, without the written consent of the Holder of each Warrant affected, the County shall not extend the due date of any installment of principal or interest payable with respect to any Warrant or reduce the principal amount of any Warrant, the rate of interest thereon or the premium payable upon the redemption thereof; and provided further that, without the written consent of the Holders of all the Warrants then outstanding, none of the following shall be permitted:

(a) the establishment of preferences or priorities as between the Warrants; or

(b) a reduction in the aggregate amount of Warrants outstanding the Holders of which are required to consent to such Supplemental Resolution.

Section 9.3 **Notices with Respect to Certain Changes in the Warrant Resolution.**

If at any time the County shall determine to adopt any Supplemental Resolution requiring the written consent of the Holders of a majority in principal amount of the Warrants then

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outstanding, the County shall cause notice of the proposed Supplemental Resolution to be forwarded by United States registered or certified mail, postage prepaid, to every Holder of a Warrant. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the County and at the designated corporate trust office of the Registrar for inspection by all Holders of the Warrants.

If the Holders of a majority in aggregate principal amount of the Warrants outstanding at the time of the adoption of any such Supplemental Resolution shall consent to and approve the adoption thereof, then no Holder of any Warrant shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the County or the Registrar from taking any action pursuant to the provisions thereof.

ARTICLE X

SALE OF THE WARRANTS AND RELATED ACTIONS

Section 10.1 **Sale of the Warrants.**

The Warrants shall be sold and awarded to the Underwriter at and for a purchase price, and upon other terms, to be approved by the Chairman of the Commission, provided (i) that the principal amounts and interest rates for the Warrants shall be approved by the Chairman of the Commission and shall be consistent with the terms and limitations set forth in Section 3.1 hereof, and (ii) that the underwriting discount shall not be greater than .799% of the principal amount of the Warrants. In order to provide for the said sale, the Commission hereby authorizes and directs the Chairman of the Commission, acting for and in the name and behalf of the County, to execute and deliver a Warrant Purchase Agreement with the Underwriter (as well as the related Continuing Disclosure Agreement) in such form as said Chairman, acting with the advice of counsel to the County, shall determine to be necessary or appropriate. The Chairman of the Commission is hereby authorized and directed to deliver the Warrants to the Underwriter upon payment to the County of the said purchase price and to execute and deliver on behalf of the County all necessary receipts and certificates in connection therewith.

Section 10.2 **Approval of Official Statement.**

The Commission hereby approves and ratifies the actions heretofore taken by the Underwriter in connection with the preparation of a Preliminary Official Statement for the Warrants and authorizes the Underwriter to distribute said Preliminary Official Statement in connection with the offering of the Warrants. Said Preliminary Official Statement shall be in substantially the form presented to the meeting of the Commission at which this Warrant Resolution is adopted (which form shall be preserved in the records of the County pertaining to the said meeting and which is hereby adopted in all respects as if the same were set out in full herein). Upon the execution of the Warrant Purchase Agreement, the Underwriter is authorized to prepare a final Official Statement to reflect the definitive pricing terms for the Warrants. The Commission hereby authorizes the use of said Official Statement by the Underwriter in

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connection with the reoffering of the Warrants. In evidence of the approval by the Commission of the said Official Statement, the Chairman of the Commission is hereby authorized and directed to sign manually said Official Statement on behalf of the County and to deliver the same to the Underwriter, with such changes, not inconsistent with the provisions of the Warrant Resolution, as the Chairman of the Commission, acting with the advice of counsel to the County, shall deem necessary or desirable to consummate the sale and issuance of the Warrants.

Section 10.3 **Use of Proceeds from Sale of the Warrants.**

The proceeds derived by the County from the sale of the Warrants shall be applied for the following purposes and in the following order:

(a) that part of said proceeds representing accrued interest on the Warrants from their date to the date of delivery thereof shall be deposited in the Warrant Fund and shall be applied for payment of the interest that will become due on the Warrants on May 1, 2011;

(b) the sum specified in the Escrow Trust Agreement shall be deposited with the escrow trustee thereunder; and

(c) the balance of said proceeds shall be paid to the County to be applied to pay the expenses of issuing the Warrants.

The Chairman of the Commission is hereby authorized to approve changes in the amounts of proceeds applied for the respective foregoing purposes to the extent that any such changes are necessary or appropriate to accomplish the purposes of this Warrant Resolution.

Section 10.4 **Call for Redemption of Refunded Warrants.**

Subject to the succeeding provisions of this section, the Commission hereby calls for redemption on October 1, 2012, those of the Refunded Warrants that mature after that date, and will redeem and pay such warrants so called for redemption on the aforesaid redemption date, at and for a redemption price, for each such warrant, equal to the principal amount thereof plus accrued interest to said redemption date. The foregoing call for redemption shall be effective if and only if the County and the Underwriter enter into the Warrant Purchase Agreement prior to November 1, 2010. Upon the execution and delivery of the Warrant Purchase Agreement prior to such date, the County is hereby authorized and directed to enter into the Escrow Trust Agreement to provide for the payment and redemption of the Refunded Warrants, which agreement shall be in such form as the Chairman of the Commission, acting with the advice of counsel to the County, shall determine to be necessary or appropriate. The Chairman of the Commission is hereby authorized and directed to execute and deliver the Escrow Trust Agreement on behalf of the County.

Section 10.5 **Authorization of Related Documents and Actions.**

The Chairman of the Commission and all other officers of the County are hereby authorized and directed to execute, seal, attest and deliver such other documents and certificates

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and to take such other actions in the name and behalf of the County as may be necessary to consummate the sale and issuance of the Warrants and to carry out fully the transactions contemplated by the Warrant Resolution, including, without limiting the generality of the foregoing, the execution and delivery of a certificate establishing facts and circumstances necessary to support the conclusion that the Warrants are not "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations thereunder.

ARTICLE XI

MISCELLANEOUS

Section 11.1 **Defeasance.**

All rights granted hereby shall be discharged and satisfied if the County shall pay or cause to be paid to the Holders of the Warrants the principal thereof and the interest thereon at the times and in the manner stipulated therein and in the Warrant Resolution or shall duly provide for the payment of such principal and interest. In such event, the Registrar shall pay or deliver to the County all moneys or securities held by it pursuant to the Warrant Resolution which are not required for the payment or redemption of Warrants not theretofore surrendered for such payment or redemption. For purposes of the Warrant Resolution (except as may herein be expressly provided otherwise), any of the Warrants shall be deemed to have been fully paid when there shall have been irrevocably deposited with the Registrar for payment thereof the entire amount (principal, interest and premium, if any) due or to be due thereon until and at maturity, and, further, any Warrants subject to redemption shall also be deemed to have been fully paid when the County shall have deposited with the Registrar (i) the applicable redemption price in cash of such Warrants, including the interest that will mature thereon to the earliest date on which they may, under the terms of the Warrant Resolution, be redeemed and (ii) a certified copy of a resolution calling such Warrants for redemption (if, under the terms of Section 5.1 hereof, the adoption of such a resolution is required).

In addition, any of the Warrants shall, for all purposes of the Warrant Resolution, be deemed fully paid if the Registrar shall be provided with each of the following:

(a) a trust agreement between the County and the Registrar (or another bank satisfying the requirements of the next paragraph of this section) that creates an irrevocable trust fund sufficient to provide for the payment and retirement of such Warrants (including payment of the interest that will accrue thereon until and on the dates they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) Permitted Defeasance Obligations which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Warrants, or (ii) both cash and such Permitted Defeasance Obligations

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which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose; provided, however, that said trust agreement shall require all cash held on deposit in such trust fund to be kept continuously secured by holding on deposit as collateral security therefor Federal Obligations having a market value at least equal at all times to the amount to be secured thereby;

(b) a certified copy of a duly adopted resolution of the Commission calling for redemption those of such Warrants that, according to said trust agreement, are to be redeemed prior to their respective maturities;

(c) a certificate of a firm of certified public accountants stating that, if the principal of and the interest on the Permitted Defeasance Obligations (if any) forming part of the trust fund provided for in the preceding subparagraph (a) are paid on the respective due dates of such principal and interest, said trust fund will produce funds sufficient to provide for the full payment and retirement of such Warrants; and

(d) an opinion of Bond Counsel to the effect that the execution and effectuation of the trust agreement referred to in the preceding subparagraph (a) will not result in subjecting the interest income on such Warrants to federal income taxation.

The provisions of this section providing for the deposit of moneys or Permitted Defeasance Obligations, or both, with the Registrar for the payment of any Warrants, or for the effectuation of a trust agreement between the County and the Registrar for the payment of any Warrants, may be satisfied by the deposit of such moneys or obligations or the effectuation of such trust agreement, as the case may be, with a custodian that is a bank or trust company qualified to be a successor Registrar, provided that such custodian and the terms and conditions of such deposit or trust agreement are acceptable to the Registrar.

Section 11.2 **Persons to Whom Payment of Overdue Interest is to be Made.**

Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to the Holder of any Warrant solely by reason of such Holder having been the Holder of such Warrant on the Regular Record Date with respect to the Interest Payment Date on which such interest became due and payable, but shall be payable by the Registrar as follows:

(a) not less than ten (10) days following receipt by the Registrar of immediately available funds in an amount sufficient to enable the Registrar to pay all Overdue Interest, the Registrar shall fix an Overdue Interest Payment Record Date for payment of such Overdue Interest;

(b) such Overdue Interest Record Payment Date fixed by the Registrar shall be a date not more than twenty (20) days following the expiration of the period described in the preceding subparagraph (a); and

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(c) any Overdue Interest shall be paid by check or draft mailed by the Registrar to the Persons in whose names the Warrants were registered on the Overdue Interest Payment Record Date.

Payment of Overdue Interest in the manner prescribed in this paragraph to the Persons in whose names the Warrants were registered on the Overdue Interest Payment Record Date shall fully discharge and satisfy all liability for the same.

Section 11.3 **No-Arbitrage Covenant.**

The County hereby covenants that it will not take any action, or omit to take any action, with respect to the investment of any proceeds of any of the Warrants, or any moneys accumulated by or on behalf of the County, if, as a result of such action by the County, or the omission of the County to take such action, as the case may be, such proceeds of any of the Warrants or such other moneys would be invested in a manner causing any of the Warrants to be "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations thereunder. Without limiting the generality of the foregoing, the County hereby covenants to take such actions as may be required to satisfy the arbitrage rebate requirement imposed by Section 148(f) of the Code, including the timely payment to the United States of America of any sums required to be so paid by said Section 148(f) and the maintenance of such records respecting the investment and expenditure of proceeds of the Warrants as may be needed to calculate the amounts of any such required payments.

The County and the Registrar shall be fully protected in relying upon an opinion of Bond Counsel as to the proper interpretation and application of the provisions of this section and other provisions of the Warrant Resolution intended to prevent any of the Warrants from being or becoming "arbitrage bonds", and the County or the Registrar may take or permit actions not in compliance with such provisions if the County or the Registrar obtains a written opinion of Bond Counsel to the effect that such actions will not result in the interest income on any of the Warrants being or becoming subject to federal income taxation.

Section 11.4 **Preservation and Inspection of Documents.**

All documents received by the Registrar from the County or from the Holders of the Warrants under the provisions of the Warrant Resolution shall be retained in its possession for a reasonable period of time and shall be subject at all reasonable times to the inspection of the County, the Holders of the Warrants and their agents and their representatives, any of whom may make copies thereof.

Section 11.5 **Retention of Moneys for Payment of Warrants.**

The amounts held by the Registrar for the payment of the principal of and interest on any Warrants due on any date shall, pending such payment, be held in trust by the Registrar for the holders of the Warrants entitled thereto, and for the purposes of the Warrant Resolution the principal of and interest on such Warrants shall no longer be considered to be unpaid. All liability of the County to the Holders of such Warrants and all rights of such Holders against the County under the Warrants or under the Warrant Resolution shall thereupon cease and terminate,

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and the sole right of such Holders shall thereafter be against such funds. If any Warrant shall not be presented for payment within a period of five (5) years following the date when such Warrant becomes due, whether by maturity or otherwise, or if the check or draft providing for any payment of interest on any Warrant shall not have been negotiated within such period, the Registrar shall, subject to the provisions of any applicable escheat or other similar law, return to the County any moneys theretofore held by it for payment of such Warrant or such interest, and such Warrant or the obligation to pay such interest, as the case may be, shall (subject to the defense of any applicable statute of limitation) thereafter be an unsecured obligation of the County.

Section 11.6 **Payments Due on Saturdays, Sundays and Holidays.**

In any case where the date of maturity of the principal of or the interest or premium (if any) on the Warrants, or the redemption date of any Warrants, shall be, at the locale of payment, a Saturday, Sunday or legal holiday or a day on which banking institutions are authorized or obligated by law to close, then payment of such principal, interest and premium (if any) need not be made on such date, but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized or obligated by law to close, with the same force and effect as if made on such date of maturity or such redemption date, and no interest shall accrue for the period after such date of maturity or such redemption date, as the case may be.

Section 11.7 **Cancellation of Warrants.**

The Registrar shall forthwith cancel all Warrants which have been redeemed or paid by it and may destroy such Warrants and, if requested to do so by the County, deliver a certificate to that effect to the County. No such Warrants shall be deemed to be outstanding under the Warrant Resolution and no Warrants shall be issued in lieu thereof.

Section 11.8 **Persons Benefited and Bound.**

Except as otherwise expressly provided in the Warrant Resolution, nothing herein or in the Warrants is intended or shall be construed to give any Person other than the County, the Registrar and the Holders of the Warrants any legal or equitable right, remedy or claim under or in respect to the Warrant Resolution, it being expressly provided that the Warrant Resolution shall be for the sole and exclusive benefit of the County, the Registrar and the Holders of the Warrants as and to the extent herein provided. The obligations herein undertaken shall be binding upon and shall inure to the benefit of the County, its successors and assigns.

Section 11.9 **Severability.**

In the event that any provision of the Warrant Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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Section 11.10 **Notices.**

Any notices or other instruments delivered to the County shall be in writing, shall be mailed or delivered to the County at the Montgomery County Courthouse Annex, 100 South Lawrence Street, Montgomery, Alabama 36104, and shall be addressed to the attention of the Chairman of the County Commission. Any notice or other instrument give to the Registrar pursuant to the Warrant Resolution shall be in writing and shall be mailed or delivered to it at the designated corporate trust office of the Registrar at the address thereof.

Section 11.11 **Bank Qualification**

The County hereby designates the Warrants as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Internal Revenue Code of 1986. In making such designation, the County intends for any financial institution acquiring any of the Warrants to be able to treat such Warrants as having been acquired on August 7, 1986, for purposes of determining the amount of the federal income tax deduction available to such financial institution for interest expense. The County hereby certifies that it anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued during calendar year 2010 by the County and all entities subordinate thereto will not exceed $30,000,000.

Section 11.12 **Governing Law.**

The Warrant Resolution and the rights and obligations of the County, the Registrar and the Holders of the Warrants shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 11.13 **Creation of Contract.**

The provisions of the Warrant Resolution shall constitute a contract between the County and each Holder of any of the Warrants.

Section 11.14 **Article and Section Captions.**

The article and section headings and captions contained in the Warrant Resolution are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

Section 11.15 **Effective Date.**

The Warrant Resolution shall take effect upon its passage and adoption by the Commission.

ADOPTED this ____ day of October, 2010.

Chairman of
Montgomery County Commission

340765_2

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NACO National Association of Counties

The Voice of America's Counties

Agenda

OCT 12 2010

Date: 09/01/2010

Invoice #: 67685

ID: 0000011010

Mr. Donald L. Mims
County Administrator
Montgomery County
P.O. Box 1667
Montgomery, AL 36102-1667

REMITTANCE ADDRESS:

P.O. BOX 79007
Baltimore, MD 21279-0007
EIN# 53-0190321
Please Contact NACo with questions about this charge at (202)942.4291 / Fax: (202)393.2630

INVOICE

DATE	DESCRIPTION	AMOUNT
	Montgomery County **County Membership Dues** **01/01/2011 - 12/31/2011** *2011 Dues remain the same for a fourth year in a row per the NACo Board of Directors. Thank you for your membership in NACo!* *NACo Membership is a tremendous value! Take advantage of the many ways that NACo membership saves you money, time and resources including the NACo Prescription Discount Card Program and free information, education and training through free webinars which allow a county employee to attend a session without leaving their office. NACo even offers all publications free exclusively to our members! NACo also offers County News, eNews, Conferences, the Grants Resource Center, Research, and so much more!* *If you need additional information, please contact Ilene Manster, Membership Coordinator, at (202)942-4291 or e-mail imanster@naco.org.*	
	Total:	$4,745.00
	Less Amount Paid:	$-0.00
	TOTAL	$4,745.00

▼ PLEASE RETURN WITH PAYMENT ▼

ID: 0000011010

Montgomery County
P.O. Box 1667
Montgomery, AL 36102-1667

Date: 9/1/2010

Invoice #: 67685

$4,745.00

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007

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ACCA
100 N. Jackson Street
Montgomery, AL 36104

INVOICE
July 22, 2010

Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102-1667

2010-2011 Association Dues	$13,156.00

Please make checks payable to ACCA.

Payment Due October 1, 2010!

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Agenda
OCT 12 2010

ACAA MEMBERSHIP APPLICATION & RENEWAL FORM

For 2011 Membership Year

(January 1 - December 31, 2011)

County: Montgomery County Website: www.mc-ala.org

Address/City/Zip: P.O. Box 1667, Montgomery, AL 36102-1667

Telephone: 334-832-1210 Fax: 334-832-2533

In order to continue to receive all Association of County Administrators of Alabama (ACAA) mailings, persons must be current ACAA members. Please add the names below of all eligible members from your county, along with their titles and email addresses, who wish to join ACAA. Eligible members include county commission Administrators; Assistant Administrators; and any other persons, by whatever title designated, who performs the duties of Administrators or Assistant Administrators to the various governing bodies of the State of Alabama. Renewal of membership in ACAA for 2011 is due by November 30, 2010. Direct any questions regarding ACAA renewal to Paulette Williams at 334-263-7594.

Name: Donald L. Mims Title: County Administrator Email: donaldmims@mc-ala.org

Name: John A. Mitchell, Sr. Title: Deputy Administrator Email: johnmitchell@mc-ala.org

Name:__________ Title:__________ Email:__________

Name:__________ Title:__________ Email:__________
(use additional paper, if needed)

Total Amount Enclosed: $ 75.00 ($50 Administrator + $25 each Asst. Admin. and Others)

Payment Due Upon Receipt

Please make check **payable to ACAA** and mail to:

ACAA - 100 N. JACKSON ST. - MONTGOMERY, AL 36104

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ALABAMA CITY/COUNTY MANAGEMENT ASSOCIATION

Mignon Bowers, Executive Director
Phone: 256-232-3092 Cell: 256-777-6701 Fax: 256-232-2239
Email: accma@pclnet.net Website: www.accma-online.org

Agenda
OCT 12 2010

July 30, 2010

ACCMA ANNUAL MEMBERSHIP DUES

Renewal Statement for 2010-2011 Membership Year
(October 1, 2010 – September 30, 2011)

City or County: **MONTGOMERY COUNTY** Telephone: 334-832-1210

Address: P.O. Box 1667, Montgomery, AL 36102-1667 Web Address: www.mc-ala.org

Below are the names of the persons from your city or county who have been on the ACCMA membership rolls during the past few years. In order to continue to receive all ACCMA mailings and attend the two annual educational events, persons must be current ACCMA members. Please review the names below and make any changes and/or additions, listing each eligible member, their title, and email address. Eligible members include City and/or County Managers, Administrators, Assistant Managers, Assistant Administrators, Clerks, Mayors, Council Members, Chairpersons, Commissioners, other administrative & assistant administrative personnel, MPA students and professors from Alabama's colleges and universities, and companies in good standing with the Association. Renewal of membership in ACCMA for 2010-2011 is due on October 1, 2010. Direct questions regarding statement to Marcia Collier 334-263-7594. Direct all other questions to Mignon Bowers, ACCMA Executive Director, at 256-777-6701 or accma@pclnet.net.

Name: **DiDi Henry** Title: **Public Info. Officer** Email:________________

Name: **Reed Ingram** Title: **Vice Chairman** Email:________________

Name: **Ham Wilson** Title: **Commissioner** Email:________________

Name: **Scott Kramer** Title: **Risk Manager** Email: scottkramer@mc-ala.org

Name: **Donnie Mims** Title: **Administrator** Email: donaldmims@mc-ala.org

Name: **John Mitchell** Title: **Deputy Admin.** Email: johnmitchell@mc-ala.org

Name: **Dimitri Polizos** Title: **Commissioner** Email:________________

Name: **Elton Dean** Title: **Chairman** Email:________________

Name: **Jiles Williams** Title: **Commissioner** Email:________________

Name: **Larry Curvin** Title: **Revenue Examiner** Email:________________
(use additional paper, if needed)

Total Amount Enclosed: $ 150.00 **($50 per person listed above)**

Payment Due October 1, 2010!

Please make check **payable to ACCMA** and mail to:
ACCMA, 100 North Jackson Street, Montgomery, AL 36104

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
OCT 12 2010

Request # 1

Date: October 7, 2010

To: Donald L. Mims, Administrator

From: Janet Buskey, Revenue Comm

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Bessemer, AL

Departure Date: October 18, 2010 Return Date: October 22, 2010

Conference Leave (Days / Hours): 5

Purpose of Travel: AL IIA: Appraisal Manual (Res/Agr) Course

Traveler (s) Name:
1. Kathy Allen
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $1,088.00 Advance Registration Required: $275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Total Est Cost includes registration cost, travel, food and lodging.

To: Janet Buskey, Revenue Comm

From: Donald L. Mims, Administrator

The above request is app. 10/12/10 reimbursement of actual and necessary expenses in the approximate amount of $1,088.00 and advance registration of $275.00 is authorized.

To be completed by the Finance Department	
Fund Code:	120-51985-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$17,500.00
Approved Requests:	$0.00
Budget Available:	$17,500.00
Current Requests:	$1,088.00
Budget Balance:	$16,412.00

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: B. Green

Date: 10/7/2010

cc: Finance Director / Buyer

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Appendix C

Agenda
OCT 12 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 1

Date: October 5, 2010

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Point Clear, AL

Departure Date: November 20, 2010 Return Date: November 23, 2010

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: To Attend: ADAA 2010 Fall Extended Business Session

Traveler (s) Name: 1. Ellen Brooks 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [x] Commercial Air [ ]
Private Vehicle [x] Other (Specify) [ ]

Total (est.) Cost: $1,310.00 Advance Registration Required: $375.00

Department Name: District Attorney Solicitor Fund Name: 760-51260-265

Additional Comments: Ms Brooks would like the option of using either vehicle

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To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 10/12/10 reimbursement of actual and necessary expenses in the approximate amount of $1,310.00 and advance registration of $375.00 is authorized.

To be completed by the Finance Department

Fund Code:	760-51260.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$45,000.00	
Approved Requests:	$0.00	
Budget Available:	$45,000.00	
Current Requests:	$1,310.00	
Budget Balance:	$43,690.00	

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 10/5/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 12 2010

Request # 2

Date:	October 5, 2010
To:	Donald L. Mims, Administrator
From:	Ellen Brooks
Re:	Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: November 3, 2010 Return Date: November 3, 2010

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To Attend: Mandatory CLE 2010 Professionalism Seminar

Traveler (s) Name:
1. Sheena Allen
2. Jennifer Vester
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[ ]
Private Vehicle	[X]	Other (Specify)	[ ]

Total (est.) Cost: $558.00 Advance Registration Required: $558.00

Department Name: District Attorney Solicitor Fund Name: 760-51260-265

Additional Comments:

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 10/12/10 reimbursement of actual and necessary expenses in the approximate amount of $558.00 and advance registration of $558.00 is authorized.

To be completed by the Finance Department	
Fund Code:	760-51260.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$45,000.00
Approved Requests:	$0.00
Budget Available:	$45,000.00
Current Requests:	$1,868.00
Budget Balance:	$43,132.00

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 10/5/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 12 2010

Request # 1

Date: October 1, 2010

To: Donald L. Mims, Administrator

From: Scott Kramer, Risk Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Clanton, AL

Departure Date: October 28, 2010 Return Date: October 28, 2010

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: to attend PESCA Quarterly Meeting

Traveler (s) Name:
1. Scott Kramer
2. Judy Singley
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[ ]
Private Vehicle	[X]	Other (Specify)	[ ]

Total (est.) Cost: $280.20 Advance Registration Required: $200.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Mileage - 80.20; Registration 200.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 10/12/10 reimbursement of actual and necessary expenses in the approximate amount of $280.20 and advance registration of $200.00 is authorized.

To be completed by the Finance Department

Fund Code:	007-51120.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$16,000.00
Approved Requests:	$0.00
Budget Available:	$16,000.00
Current Requests:	$280.20
Budget Balance:	$15,719.80

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 10/4/2010

cc: Finance Director / Buyer

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Agenda

OCT 12 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 31

DEPARTMENT:	County Commission Appropriations	REVIEWED:	S. Thomas	9/28/2010
DATE:	9/28/2010	Finance Director		Date
REQUESTED BY:	Donald Mims, Administrator	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Transfer to Construction Programs	001-62100.206	0	25,000	25,000
Miscellaneous Appropriations	001-59320.498	46,984	-25,000	21,984
Transfer from General Fund	206-61100.001	0	-25,000	-25,000
Annex III Professional fees	206-51103.523	0	25,000	25,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		46,984	0	46,984

JUSTIFICATION:

To budget Miscellaneous Appropriation to the Construction Programs Fund for Architectural Services.

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Agenda

OCT 12 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 1

DEPARTMENT: Engineering REVIEWED: S. Thomas 10/5/10
Finance Director Date

REQUESTED BY: George C. Speake APPROVED:
Elected Official/Dept. Head 10/5/2010 Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100-561	400,000	(400,000)	0
Construction Equipment	111-53200-561	0	65,071	65,071
Construction Equipment	111-53300-561	0	271,016	271,016
Fuel & Lubricants	111-53400-212	200,000	(1,158)	198,842
Construction Equipment	111-53400-561	0	65,071	65,071
TOTAL		600,000	0	600,000

JUSTIFICATION:

Transfer from the Construction Equipment Code & District III Fuel & Lubricants Code to cover the purchase of 1 - Wheeled Excavator for District II and 5 Tractors (2-District I, 1-District II, 2-District III) utilizing the ACCA County Joint Bid Project

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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, October 25, 2010, at 8:00 in the morning.

Donald L. Minis	Elton N. Dean, Sr.
Administrator	Chairman