

The DeKalb County Commission met in regular session on Tuesday, September 13, 2011 at 10:00 a.m. in the DeKalb County Activities Building (Courthouse Annex). Those present were Ricky Harcrow, President, Jerome Tinker, Ed Nix, Chris Kuykendall and Dewitt Jackson. Those absent were none.

The meeting was called to order by President Harcrow with Commissioner Jackson delivering the invocation and Mr. Jimmy Wright leading the Pledge.

It was moved by Mr. Jackson, seconded by Mr. Tinker, all members voting affirmatively, motion carrying to dispense with the reading of the minutes and to accept them as presented in written format.

Road Superintendent Tom Broyles gave the following Maintenance Update:

- a) Herbicide: Crews are still working on second round of herbicide application and are about 40% complete.
- b) Maintenance Shop: The Maintenance Shop restoration is going moving along. Three doors are still needed to be installed on the first phase and this should be completed by the end of the week.
- c) CR 76 Bridge: A crew is still working on this bridge pouring concrete around the pylons the bridge is standing on. One is poured and the other has caused some problems.
- d) Chert: Chert is being hauled into the various districts for roads.
- e) Equipment: The other two bush cutters are supposed to be delivered here today.
- f) Bridges: Mr. Broyles said he had been talking to County Engineer Ben Luther about problems with the County's many bridge problems. The County doesn't have the equipment, manpower or materials to do what needs to be done on these bridges. It will be very costly to make these necessary repairs.

Mr. Jackson asked how many bridges the County had in need of repair. Mr. Luther said the County had 171 active structures (including bridges and culverts) that require inspections and about 6-8 of those need work. Many of these bridges were built back in the 1960's and 1970's. These bridges were pre-cast and H-Beam pylons were driven into the ground and the pre-cast bridge was set on top of them and some had footings poured below the pylons; however, they were not encased above the floor

level of the branch and the water is deteriorating the structure. The County needs to go back and encase these above the natural flow line of the creek/branch.

Mr. Broyles also noted that most of these bridges have a creosote retaining wall that is rotting out – washing out the fill material and undermining the ends of the bridges. These retaining walls can be replaced by timber which will need to be replaced again or replace it with concrete; however, the forms under the bridge are not sufficient to hold up the concrete so it can cure. The best wait is to dig it out; however, that calls for closing the road for a substantial amount of time until it can be repaired.

Mr. Broyles said it would take 4-6 weeks for his crews to repair each bridge. One reason it will take a lot of time is that these bridges range in height anywhere from 6' – 20'.

Mr. Luther said the recommendations concerning the bridge repairs come from ALDOT. They are responsible for the bridge program in Alabama. These are federal requirements from the National Bridge Inspection Standards (NBIS).

County Engineer Ben Luther addressed the Commission regarding the following items:

- a) Flood Damage Prevention Ordinance: Back in April 2003, the Commission voted to pass a Resolution to enter into the National Flood Insurance Program which provides citizens access to reduced rates for flood insurance. In February 2008, FEMA revised the maps and did another revision effective August 29, 2011. In doing so, it requires additional steps by the County to stay in line with the Federal program. The County is required to have a public hearing for public review. He asked the Commission for permission to post a public notice to run in the newspaper to have a public hearing on this ordinance at the next Commission meeting.

It was moved by Mr. Nix, seconded by Mr. Jackson, all members voting affirmatively, motion carrying to authorize the advertisement for a public hearing on the Flood Damage Prevention Ordinance to be held at the next regularly scheduled Commission Meeting (September 27, 2011).

- b) 2011 HRRR Program: This is the High Risk Rural Roads federal grant that ALDOT administers, which is aimed towards safety on rural roads. This program would be used to place guardrails across the ends of bridges that do not have them.

It was moved by Mr. Kuykendall, seconded by Mr. Nix, all members voting affirmatively, motion carrying to authorize County Engineer, Ben Luther to make application for the 2011 HRRR Program.

- c) CR 400 Project Resolution: ALDOT Director John Cooper has made available \$375,000 in State Road Funds for the resurfacing project on CR 400 in District II between Hwy 75 to Hwy 227 (i.e., the Montesano Road).
(Note: The cost of this project is expected to exceed \$800,000. The County will put in approximately 25% - about \$200,000, leaving about \$225,000 to be funded by the 2011 Refunding Bond Issue – see below).

It was moved by Mr. Nix, seconded by Mr. Jackson, all members voting affirmatively, motion carrying to authorize the following resolution for the acceptance of State Road funds to be utilized on CR 400:

RESOLUTION No. 11-0913-01

COUNTY OF DEKALB

Project No. DCP 25-400-11

STATE OF ALABAMA

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

To Resurface and Stripe approximately 5.216 miles of DeKalb County Road No. 400, from State Road No. 227 to State Road No. 75.

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

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

Done at the regular session of the Commission of DeKalb County, this day of September 13, 2011.

e) Annual Bids: Annual Bids were opened on September 8 at 1:00 p.m. as follows:

Hot Mix Asphalt Material

Description	Jackson Paving & Construction Co.	Vulcan Materials	DeKalb Asphalt	Blount Springs Materials
Hot Mix Asphalt Material	\$52.75	No Bid	\$65.00	\$55.00

Concrete (Minor Structure)

Item	Item Description	Eagle Ready Mix	Kirkpatrick Concrete	DeKalb Ready Mix
1	3,000 psi mix	No Bid	\$105.00	No Bid
2	Add Retarder	No Bid	\$3.00	No Bid
3	Add Air Entrainment	No Bid	No Charge	No Bid
4	Add Fiber Reinforcement	No Bid	\$6.00 @ 1.5 lbs/cy	No Bid
5	Add Accelerator	No Bid	\$14.00	No Bid

Plus \$4.00 / load env. fee

Concrete (Structural Portland Cement)

Item	Item Description	Eagle Ready Mix	Kirkpatrick Concrete	DeKalb Ready Mix
1	Class A-1a (3,000 psi)	No Bid	\$105.00	No Bid
2	Class A-1c (4,000 psi)	No Bid	\$105.00	No Bid
3	Class B-3 (2,000 psi)	No Bid	\$105.00	No Bid
4	Add Retarder	No Bid	\$3.00	No Bid
5	Add Air Entrainment	No Bid	No Charge	No Bid
6	Add Fiber Reinforcement	No Bid	\$6.00 @ 1.5 lbs/cy	No Bid

7	Add Accelerator	No Bid	\$14.00	No Bid
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Plus \$4.00 / load env. fee

Corrugated Metal Pipe

Description	Harvey Culvert Company	Alabama Steel Supply	Contech Const. Products	Hanson Pipe	Empire Pipe	Keeling Co.
Plain Galvanized	44%	No Bid	35%	No Bid	No Bid	No Bid
BCCM	44%	No Bid	35%	No Bid	No Bid	No Bid
BCCMPI	44%	No Bid	35%	No Bid	No Bid	No Bid
Aluminized Type II	38%	No Bid	34%	No Bid	No Bid	No Bid
Coupling Bands	Same	No Bid	Same	No Bid	No Bid	No Bid
Lift Hooks	\$25.00	No Bid	No Bid	No Bid	No Bid	No Bid

\$100 fuel surcharge

Plus fuel surcharges

CRUSHED STONE

Bid Opened September 8, 2011 at 1:00 P.M.

Aggregate Number	Vulcan Fort Payne Quarry	Blount Springs Materials Co.	Whitaker Construction	McCartney Construction
1	\$8.10	\$8.50	No Bid	No Bid
2	\$8.10	\$8.00	No Bid	No Bid
24	No Bid	No Bid	No Bid	No Bid
3	No Bid	No Bid	No Bid	No Bid
357	No Bid	No Bid	No Bid	No Bid
4	\$8.10	\$7.00	No Bid	No Bid
467	No Bid	\$7.75	No Bid	No Bid
410	\$7.79	\$6.50	No Bid	No Bid
5	\$8.22	\$7.00	No Bid	No Bid

56	No Bid	\$7.00	No Bid	No Bid
57	\$8.32	\$7.50	No Bid	No Bid
6	\$8.11	\$7.00	No Bid	No Bid
67	\$8.43	\$7.50	No Bid	No Bid
68	No Bid	No Bid	No Bid	No Bid
610	\$8.00	\$6.50	No Bid	No Bid
7	\$8.43	No Bid	No Bid	No Bid
78	\$8.43	\$7.25	No Bid	No Bid
710	\$7.79	No Bid	No Bid	No Bid
8	No Bid	No Bid	No Bid	No Bid
89	\$12.72	\$7.50	No Bid	No Bid
810	\$7.47	No Bid	No Bid	No Bid
8910	\$7.47	\$6.25	No Bid	No Bid
9	No Bid	No Bid	No Bid	No Bid
10	No Bid	No Bid	No Bid	No Bid

Washed

5	\$8.22	\$7.50	No Bid	No Bid
6	\$8.11	\$7.50	No Bid	No Bid
78	\$8.43	\$7.50	No Bid	No Bid
89	\$12.72	\$8.00	No Bid	No Bid

Misc.

Rip Rap Class 1	\$9.28	\$9.50	No Bid	No Bid
Rip Rap Class 2	\$9.96	\$9.50	No Bid	No Bid
Pit Run Shot Rock	\$7.53	\$9.50	No Bid	No Bid
Surge Pile Agg.	\$7.53	No Bid	No Bid	No Bid

1 1/2" Crusher Run	\$7.74	\$6.50	No Bid	No Bid
Pug Mixed Dense Graded Base	\$7.95	\$6.75	No Bid	No Bid

CRS 2 Emulsified Asphalt

Description	Warrior Asphalt Refining Corp	Ergon Asphalt & Emulsions	Hunt Refining Company	Vulcan Materials Co.	Gulf Coast Asphalt	Hudson Materials Co.
CRS 2	No Bid	\$2.18	\$2.2146	No Bid	\$2.20	\$2.15

Grade Blades

Item Number	Description	Joe Money Machinery	Tractor & Equipment	Power Equipment	Thompson Tractor Company	Batey & Sanders, Inc.
1	5/8" x 6" x 6' High Carbon Steel Grader Blades	No Bid	No Bid	No Bid	\$47.44	\$44.40
2	5/8" x 6" x 7' High Carbon Steel Grader Blades	No Bid	No Bid	No Bid	\$54.40	\$51.75

High Density Polyethylene Pipe

Diameter Description	Eagle Wholesale	Harvey Culvert Co	Harris Lands, Inc.	S&S Wholesale	Contech Const. Products	DeKalb Wholesale	Empire Pipe
12" Price per foot	\$4.21	\$4.13	\$4.06	\$4.06	\$4.75	\$4.49	No Bid
15" Price per foot	\$5.85	\$5.94	\$5.64	\$5.68	\$6.89	\$5.98	No Bid
18" Price per foot	\$7.53	\$7.62	\$7.32	\$7.40	\$9.03	\$7.89	No Bid
24" Price per foot	\$12.89	\$13.10	\$12.54	\$12.63	\$15.26	\$13.49	No Bid
30" Price per foot	\$18.25	\$18.42	\$17.72	\$17.89	\$21.57	\$18.89	No Bid
36" Price per foot	\$22.96	\$22.99	\$22.05	\$22.25	\$30.02	\$24.89	No Bid
42" Price per foot	\$31.77	\$30.20	\$30.50	\$30.50	\$41.02	\$32.89	No Bid
48" Price per foot	\$39.07	\$40.15	\$37.54	\$37.51	\$49.17	\$40.79	No Bid

High Performance Permanent Cold Patch Material

Description	QPR Division of LaFarge	Unique Paving Materials Corporation	Hudson Materials Co
QPR® Bituminous Liquid Blend, or Approved Equal per pound	No Bid	No Bid	\$0.4195

Hot Mix Asphalt Paving

Item Number	Description	Norris Paving	Jackson Paving & Construction Co	Good Hope Cont. Co. Inc	Whitaker Contracting Inc	McCartney Const. Bid
405-A	Tack Coat	No Bid	\$2.89	No Bid	No Bid	No Bid
407-B	Joint Sealant for Hot Mix Asphalt Pavement	No Bid	\$1,740.00	No Bid	No Bid	No Bid
408-A	Planing (Milling) Existing Pavement	No Bid	\$3.40	No Bid	No Bid	No Bid
424-A	Superpave Bit. Concrete Wearing Surface 3/8" Max. Agg.	No Bid	\$83.45	No Bid	No Bid	No Bid
424-A	Superpave Bit. Concrete Wearing Surface 1/2" Max. Agg.	No Bid	\$74.30	No Bid	No Bid	No Bid
424-A	Superpave Bit. Concrete Wearing Surface 3/4" Max. Agg.	No Bid	\$70.65	No Bid	No Bid	No Bid
424-B	Superpave Bit. Concrete Upper Binder 3/4" Max. Agg.	No Bid	\$67.00	No Bid	No Bid	No Bid
424-B	Superpave Bit. Concrete Upper Binder 1" Max. Agg.	No Bid	\$61.50	No Bid	No Bid	No Bid
424-B	Superpave Bit. Concrete Upper Binder Leveling, 1/2" Max. Agg.	No Bid	\$71.00	No Bid	No Bid	No Bid
424-B	Superpave Bit. Concrete Upper Binder Leveling, 3/4" Max. Agg.	No Bid	\$67.60	No Bid	No Bid	No Bid
424-B	Superpave Bit. Concrete Upper Binder Leveling, 1" Max. Agg.	No Bid	\$67.15	No Bid	No Bid	No Bid
424-B	Superpave Bit. Concrete Upper Binder Widening, 3/4" Max. Agg.	No Bid	\$68.85	No Bid	No Bid	No Bid
424-B	Superpave Bit. Concrete Upper Binder Widening, 1" Max. Agg.	No Bid	\$60.90	No Bid	No Bid	No Bid
		No Bid	\$91.95	No Bid	No Bid	No Bid
424-C	Superpave Bit. Concrete					

	Upper Base Patching, 1" Max. Agg.					
430-B	Aggregate Surfacing (1" Down Crusher Run)	No Bid	\$26.25	No Bid	No Bid	No Bid

Lubricants

Item Number	Description	Cedar Bluff Oil Co	McPherson Oil	H.J. Walker Oil Co., Inc.	Williamson Oil	Lubrication Engineers
1	XD 15W40 multi-viscosity engine oil	\$425.00	No Bid	No Bid	No Bid	No Bid
2	Automatic transmission fluid	\$395.00	No Bid	No Bid	No Bid	No Bid
3	Special tractor hydraulic fluid	\$675.00	No Bid	No Bid	No Bid	No Bid
4	Torque Fluid 56	\$575.00	No Bid	No Bid	No Bid	No Bid
5	Gear lubricant	\$245.00	No Bid	No Bid	No Bid	No Bid
6	Multi-purpose lithium grease (120# cans)	\$295.00	No Bid	No Bid	No Bid	No Bid
6A	Multi-purpose lithium grease (10 tube box)	\$27.00	No Bid	No Bid	No Bid	No Bid
7	Trans-synthetic gear 50	\$185.00	No Bid	No Bid	No Bid	No Bid
8	Synthetic gear oil 75w90	\$185.00	No Bid	No Bid	No Bid	No Bid
8A	Synthetic gear oil 80w140	\$185.00	No Bid	No Bid	No Bid	No Bid
9	10W40 multi-viscosity engine oil	\$395.00	No Bid	No Bid	No Bid	No Bid
10	30W diesel/gasoline engine oil	\$475.00	No Bid	No Bid	No Bid	No Bid
11	Low Sulfur 15W40 engine oil	\$560.00	No Bid	No Bid	No Bid	No Bid
12	Torque Fluid 10	\$495.00	No Bid	No Bid	No Bid	No Bid
13	Torque Fluid 30	\$495.00	No Bid	No Bid	No Bid	No Bid

Traffic Signs & Posts

Rectangle, Square & Diamond Shapes - Price Per Square Foot

	Vulcan Signs	Traffic Signs Inc.	G&C Supply	Hall Signs	American Plus
1 Color, Type I	\$3.33	\$3.25	\$3.50	No Bid	No Bid
1 Color, Type II	\$3.59	---	---	No Bid	No Bid

1 Color, Type III	\$4.06	\$4.05	\$4.10	No Bid	No Bid
2 Color, Type I	\$3.47	\$3.35	\$3.60	No Bid	No Bid
2 Color, Type II	\$3.73	---	---	No Bid	No Bid
2 Color, Type III	\$4.19	\$4.15	\$4.43	No Bid	No Bid
3 Color, Type I	\$3.52	\$3.40	\$3.75	No Bid	No Bid
3 Color, Type II	\$3.78	---	---	No Bid	No Bid
3 Color, Type III	\$4.24	\$4.25	\$4.75	No Bid	No Bid

Irregular Shapes - Price per Each

	Vulcan Signs	Traffic Signs Inc.	G&C Supply	Hall Signs	American Plus
Octagon 30"x30", Type I	\$19.42	\$19.30	\$18.55	No Bid	No Bid
Octagon 30"x30", Type II	\$21.14	---	---	No Bid	No Bid
Octagon 30"x30", Type III	\$24.10	\$24.05	\$24.04	No Bid	No Bid
Octagon 36"x36", Type I	\$29.10	\$27.79	\$33.89	No Bid	No Bid
Octagon 36"x36", Type II	\$31.53	---	---	No Bid	No Bid
Octagon 36"x36", Type III	\$35.65	\$34.63	\$34.18	No Bid	No Bid
Octagon 48"x48", Type I	\$50.76	\$49.40	\$76.35	No Bid	No Bid
Octagon 48"x48", Type II	\$55.15	---	---	No Bid	No Bid
Octagon 48"x48", Type III	\$62.66	\$61.56	\$85.05	No Bid	No Bid
Yield 30"x30", Type I	\$10.20	\$10.56	\$14.96	No Bid	No Bid
Yield 30"x30", Type II	\$11.05	---	---	No Bid	No Bid
Yield 30"x30", Type III	\$12.52	\$13.16	\$18.16	No Bid	No Bid
Pentagon 30"x30", Type I	\$18.90	\$19.30	\$20.91	No Bid	No Bid
Pentagon 30"x30", Type II	\$20.66	---	---	No Bid	No Bid
Pentagon 30"x30", Type III	\$23.61	\$24.05	\$21.17	No Bid	No Bid
Co. Rt. Marker 18"x18", Type I	\$14.10	\$14.72	\$13.25	No Bid	No Bid
Co. Rt. Marker 18"x18", Type II	\$15.15	---	---	No Bid	No Bid
Co. Rt. Marker 18"x18", Type III	\$16.50	\$17.05	\$21.21	No Bid	No Bid
Co. Rt. Marker 24"x24", Type I	\$17.65	\$18.75	\$23.42	No Bid	No Bid

Co. Rt. Marker 24"x24", Type II	\$19.50	---	---	No Bid	No Bid
Co. Rt. Marker 24"x24", Type III	\$21.90	\$21.69	\$26.60	No Bid	No Bid

Miscellaneous Signs - Price per Square Foot

	Vulcan Signs	Traffic Signs Inc.	G&C Supply	Hall Signs	American Plus
FYG School Signs - DG3 Sheeting	\$7.39	\$7.45	\$6.85	No Bid	No Bid
Specialty Signs - Type I (1 Color)	\$4.34	\$3.78	Call for \$	No Bid	No Bid
Specialty Signs - Type II (1 Color)	\$4.95	---	---	No Bid	No Bid
Specialty Signs - Type III (1 Color)	\$5.49	\$5.50	Call for \$	No Bid	No Bid

Object Markers - Price per Each

Type 1 w/ Reflectors, Type I	\$13.60	\$13.75	\$16.70	No Bid	No Bid
Type 1 w/ Reflectors, Type II	\$14.60	---	---	No Bid	No Bid
Type 1 w/ Reflectors, Type III	\$15.90	\$15.84	\$18.43	No Bid	No Bid
Type 1 w/o Reflectors, Type I	\$8.25	\$6.98	\$8.24	No Bid	No Bid
Type 1 w/o Reflectors, Type II	\$8.75	---	---	No Bid	No Bid
Type 1 w/o Reflectors, Type III	\$9.95	\$8.86	\$9.97	No Bid	No Bid
Type 2 w/ Reflectors, Type I	\$4.25	\$4.69	\$5.41	No Bid	No Bid
Type 2 w/ Reflectors, Type II	\$4.50	---	---	No Bid	No Bid
Type 2 w/ Reflectors, Type III	\$4.85	\$5.23	\$5.79	No Bid	No Bid
Type 2 w/o	\$2.20	\$2.24	\$2.55	No Bid	No Bid

Reflectors, Type I					
Type 2 w/o Reflectors, Type II	\$2.30	---	---	No Bid	No Bid
Type 2 w/o Reflectors, Type III	\$2.50	\$2.48	\$2.93	No Bid	No Bid
End of Rdway w/ Reflectors, Type I	\$13.60	\$12.80	\$16.70	No Bid	No Bid
End of Rdway w/ Reflectors, Type II	\$14.60	---	---	No Bid	No Bid
End of Rdway w/ Reflectors, Type III	\$15.90	\$15.25	\$18.43	No Bid	No Bid
End of Rdway w/o Reflectors, Type I	\$8.25	\$6.98	\$8.24	No Bid	No Bid
End of Rdway w/o Reflectors, Type II	\$8.75	---	---	No Bid	No Bid
End of Rdway w/o Reflectors, Type III	\$9.95	\$8.86	\$9.97	No Bid	No Bid

Sign Posts

	Vulcan Signs	Traffic Signs Inc.	G&C Supply	Hall Signs	American Plus
8' - 2 lbs. per ft.	\$14.08	\$12.34	\$12.56	No Bid	No Bid
8' - 3 lbs. per ft.	\$20.88	\$18.60	\$18.24	No Bid	No Bid
10' - 2 lbs. per ft.	\$17.60	\$15.43	\$15.70	No Bid	No Bid
10' - 3 lbs. per ft.	\$26.10	\$23.25	\$22.80	No Bid	No Bid
12' - 2 lbs. per ft.	\$21.12	\$18.52	\$18.84	No Bid	No Bid
12' - 3 lbs. per ft.	\$31.32	\$27.90	\$27.36	No Bid	No Bid

Traffic Stripe

Item Number	Description	Striping Co	Pavement Marking Inc	J.C. Cheek	Son, Inc Bid
701A	Solid White, Class 1, Type A	\$625.00	\$425.00	\$435.00	No Bid
701A	Solid Yellow, Class 1, Type A	\$625.00	\$425.00	\$435.00	No Bid
701A	Broken Yellow, Class 1, Type A	\$390.00	\$250.00	\$215.00	No Bid
701A	Solid White, Class 2, Type A	\$2,580.00	\$1,950.00	\$2,500.00	No Bid
701A	Solid Yellow, Class 2, Type A	\$2,580.00	\$1,950.00	\$2,500.00	No Bid
701A	Broken Yellow, Class 2, Type A	\$1,330.00	\$1,200.00	\$1,200.00	No Bid
701A	Solid White, Class 2T, Type A	\$1,690.00	\$1,350.00	\$1,450.00	No Bid
701A	Solid Yellow, Class 2T, Type A	\$1,690.00	\$1,350.00	\$1,450.00	No Bid
701A	Broken Yellow, Class 2T, Type A	\$980.00	\$1,050.00	\$850.00	No Bid
701C	Broken Temporary	\$800.00	\$750.00	\$700.00	No Bid
701C	Solid Temporary	\$830.00	\$750.00	\$750.00	No Bid
703A	Traffic Control Markings, Class 1, Type A	\$2.50	\$2.00	\$2.00	No Bid
703A	Traffic Control Markings, Class 2, Type A	\$4.50	\$5.00	\$4.00	No Bid
703A	Traffic Control Markings, Class 2T, Type A	\$4.50	\$4.00	\$4.00	No Bid
703B	Traffic Control Legends, Class 1, Type A	\$2.50	\$3.00	\$2.00	No Bid
703B	Traffic Control Legends, Class 2, Type A	\$4.50	\$5.50	\$4.00	No Bid
703B	Traffic Control Legends, Class 2T, Type A	\$4.50	\$4.50	\$4.00	No Bid
705A	Pavement Markers, Class A, Type 1-B	\$5.00	\$3.50	\$4.25	No Bid
705A	Pavement Markers, Class A, Type 2-D	\$5.00	\$3.50	\$4.25	No Bid

Treated Bridge Timber

Builder's Great Southern Seaman Stringfellow Tri-State

Item Number	Description	Supply Co	Wood Preserving	Lumber Co	Lumber Co	Lumber Co.
I.1a	Timber Treated W/ CCA 0.60 lbs. cu.ft 4" Plank	No Bid	No Bid	No Bid	\$700.00	\$625.00
I.2a	Timber Treated W/ CCA 0.60 lbs. cu.ft 3" Plank	No Bid	No Bid	No Bid	\$675.00	\$650.00
II.1a	Timber Treated W/ CCA 0.80 lbs. cu.ft 4" Plank	No Bid	No Bid	No Bid	\$775.00	\$850.00
II.2a	Timber Treated W/ CCA 0.80 lbs. cu.ft 3" Plank	No Bid	No Bid	No Bid	\$750.00	\$875.00

*0.80 - min. of
30,000 B.F.* *Plus \$625.00
freight / load*

Truck Haul

Description	T S & W Trucking	G.G. Smith	Joe McElroy Construction	Moses Excavating
\$/CY/1st mi.	No Bid	No Bid	No Bid	\$1.10
\$/CY/mi. thereafter	No Bid	No Bid	No Bid	\$0.40

Based on 22 Cubic Yard Trucks

It was moved by Mr. Jackson, seconded by Mr. Nix, all members voting affirmatively, motion carrying to authorize award of the annual bids as follows:

Annual Bids 2011-2012

Award List

Awarded for Fiscal Year 2012 (October 1, 2011 to September 30, 2012)

Bids opened September 8, 2011 @ 1:00 p.m.

Bid Category	Awarded to Bidder
Asphalt (Hot Mix) Material	Jackson Paving Blount Springs Materials DeKalb Asphalt
Concrete (Minor Structure)	Kirkpatrick
Concrete (Structural Portland Cement)	Kirkpatrick
Corrugated Metal Pipe	Harvey Culvert
CRS 2 Asphalt	Hudson Materials
Crushed Stone	Vulcan Materials Blount Springs Materials
Grader Blades	Batey & Sanders
High Density Polyethylene Pipe	Harris Lands
High Performance Cold Patch Material	Hudson Materials
Hot Mix Asphalt Paving	Jackson Paving
Lubricants	Cedar Bluff Oil
Traffic Signs	Traffic Signs, Inc. Vulcan Signs G&C Supply
Traffic Sign Posts	Traffic Signs, Inc. G&C Supply
Traffic Stripe	Peek Pavement Markings
Treated Bridge Timber	Stringfellow Lumber
Truck Haul	Moses Excavating

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- f) David Woods – Surveying Conference: Mr. Luther requested that David Woods be authorized to attend the Annual Surveying and Mapping Conference hosted by the Alabama Society of Professional Land Surveyors October 19-21 in Montgomery.

It was moved by Mr. Kuykendall, seconded by Mr. Nix, all members voting affirmatively, motion carrying to authorize David Woods to attend the Annual Surveying and Mapping Conference in Montgomery.

County Administrator Matt Sharp presented a damage claim from Paige Simpson of CR 12, Collinsville. Her claim is that her vehicle struck potholes on said road and caused approximately \$1,200 in damages.

It was moved by Mr. Jackson, seconded by Mr. Kuykendall, all members voting affirmatively, motion carrying to forward the above damage claim to Meadowbrook/ASI for final disposition.

Commander Hill addressed the Commission and asked that Sierra Cuzzort be hired to replace Lacy Harris who recently resigned to join the Navy.

It was moved by Mr. Jackson, seconded by Mr. Nix, all members voting affirmatively, motion carrying to hire Sierra Cuzzort as a Corrections Officer (G5/1).

Commander Hill also asked that Lucas Yancey be hired to replace John (Trey) Kincer who recently resigned, as well.

It was moved by Mr. Jackson, seconded by Mr. Nix, all members voting affirmatively, motion carrying to hire Lucas Yancey as a Corrections Officer (G5/1).

Revenue Commissioner Martha Olge addressed the Commission and asked that two employees in her office be authorized to attend a basic mapping class and one attend an appraisal manual class.

It was moved by Mr. Jackson, seconded by Mr. Tinker, all members voting affirmatively, motion carrying to authorize travel and training for the above named classes.

County EMA Director Anthony Clifton addressed the Commission as follows:

- a) EMA Conference: The Annual EMA Association Conference was originally scheduled for during the Tornado Disaster and has been rescheduled for September 27-29.

It was moved by Mr. Kuykendall, seconded by Mr. Nix, all members voting affirmatively, motion carrying to authorize Anthony Clifton to attend the Alabama Emergency Managers Association conference in Orange Beach.

- b) Emergency Operations Plan (EOP): Mr. Clifton notified the Commission that he was putting together an EOP Committee to begin work on the County EOP which will

include representatives from EMA, Sheriff's Office, DAS, Fire/Rescue and at least one representative from the County Commission. He asked if Mr. Kuykendall would volunteer to sit on that committee. It will take 12-18 months to put the new EOP together.

Mr. Kuykendall said he was willing to sit on the EOP committee.

- c) Backup EOC: Mr. Clifton said for several years there has been discussion about where the EOC would relocate to in the event Fort Payne had to be evacuated. He said he talked to Fred Johnson and Chris Bryant with Farmers Telecommunications Cooperative (FTC) and they offered to use the FTC auditorium (as it was used during the tornado disaster) in such an emergency situation.
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- d) EOC Activation: Monday night the EOC was activated due to flooding/wind damage. At one time there were 16,000 SMEC customers and 2,000 FPIA customers without power. Numerous trees were down in a widespread area. The EOC was well represented by the Sheriff's Office, Fire Departments, the Hospital and Rescue Squads. Everyone was represented except for DAS due to staff shortages. Volunteers helped take up the slack. Mr. Kuykendall and Mr. Harcrow expressed their appreciation to the volunteer organizations, Sheriff's Office and Road Department for all of their work.
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Mr. Sharp notified the Commission that Animal Adoption Center Director Leslie Johnson needed to take a continuing education course in Birmingham to maintain her euthanasia certification.

It was moved by Mr. Kuykendall, seconded by Mr. Nix, all members voting affirmatively, motion carrying to approve re-certification for Leslie Johnson.

Mr. Kuykendall stated that he wanted to help purchase four fire hydrants for two fire departments (Adamsburg and Dogtown) who are about \$6,000 short. He recommended purchasing said fire hydrants from Tipping Fee Funds.

It was moved by Mr. Kuykendall, seconded by Mr. Nix, all members voting affirmatively, motion carrying to assist with the purchase of four fire hydrants in the Adamsburg and Dogtown fire districts from the Tipping Fee Fund.

Mr. Kuykendall addressed the Commission concerning the Greater Chattanooga Regional Growth Initiative through TARCOG. A large percentage of the County from Henagar north work in the Chattanooga area, same for Jackson County and many counties in Georgia and Tennessee, as well. The initiative is to develop a comprehensive 40 year plan to guide the growth in the region. The partnership would be comprised of regional, private and public sector leaders that will work toward launching a long range, comprehensive planning process for the region which includes 9 counties in SE Tennessee, 5 in NW Georgia, as well as DeKalb and Jackson County in Alabama due to the common waterways, transportation corridors, workforce, natural resources, culture and heritage. Each County is being approached to partner to the amount of \$50,000 over a 3 year period. The \$50,000 will be supplemented with 75% through grants, thus costing the County only \$15,000 (or \$5,000 each year for 3 years).

It was moved by Mr. Kuykendall, seconded by Mr. Nix, all members voting affirmatively, motion carrying to authorize participation in the Greater Chattanooga Regional Growth Initiative.

Bobby McCurdy's term on the County EDA has expired and Mr. Harcrow asked him to be re-appointed for another term.

It was moved by Mr. Kuykendall, seconded by Mr. Tinker, all members voting affirmatively, motion carrying to re-appoint Mr. Bobby McCurdy to the Economic Development Board.

Mr. Sharp addressed the Commission regarding the 2012FY Budget. Mr. Sharp noted that the County was looking at a 1.32% increase over the 2010FY. Decreases in Worker's Comp along with some other costs, along with the fact that health insurance will not increase next year allows the County to give a small COLA to employees of \$0.28/hour to step 1 of each pay grade, costing approximately \$150,000. It has been four years since the last COLA and Mr. Sharp recommended the COLA for all County employees, along with annual step raises.

Paving will be about \$168,000/district depending how revenues and other expenditures go during the 2012FY.

Mr. Sharp did note that most all the gross increases in the budget are going toward the Sheriff's Office/Jail. This was not necessarily intended; however, there is an increase of approximately \$120,000 in the federal inmate revenues, along with increases in overtime, utilities and other costs within the jail that will take up most of the other increases.

Overall, the budget is very similar to the 2010FY. Mr. Sharp then explained in detail how the road department is funded as compared to the Sheriff's Office/Jail.

Mr. Kuykendall commented that the increase in the Sheriff's Budget looks as though we are favoring them; however, that is based on anticipated revenues and flow-through. He said there had been a lot of concern in the past that the Sheriff's Office did not do a good job of handling finances. He said he has been monitoring that for the past 18 months and feels satisfied that they are going out of their way to do what's necessary and said he was comfortable with the budget.

Mr. Sharp complimented Mr. Harcrow for building the relationship back with the Sheriff's Office. He noted that he and Wade Hill have worked closely the last year trying to pull as many resources as possible for the Sheriff's Office at the same time trying to cut costs. He explained how overtime, medical costs and other costs in the jail were over and that costs the Sheriff some federal inmate revenues. The agreement is working well, though.

Mr. Harcrow thanked Mr. Sharp for his long hours of putting the budget together and complimented him on his expertise. Mr. Jackson also thanked Mr. Sharp for his good management, along with Ms. Ogle and her staff as well as Mr. Broyles and his staff. It takes everybody working together in unity and harmony for things to work out.

Mr. Nix said he would like to postpone the vote on the budget until the next meeting.

Mr. Harcrow asked the Commission to recess until Thursday at 10:00 a.m. to discuss a resolution authorizing the sale of bonds for the 2011 Refunding of the 2002 Jail Warrants.

It was moved by Mr. Jackson, seconded by Mr. Kuykendall, without objection, so ordered to recess until Thursday, September 15, 2011 at 10:00 a.m.

The DeKalb County Commission reconvened on Thursday, September 15, 2011 at 10:00 a.m. in the DeKalb County Commission Chambers. All members of the Commission were present except Mr. Jackson who was out of town.

Brad Green with Morgan Keegan addressed the Commission regarding the sale of bonds for the 2011 Refunding of the 2002 Jail Warrants. He notified the Commission that the County had earned an A1 Credit Rating, which was very good for a County Government the size of DeKalb County. Mr. Green noted that in the past, Counties only had to purchase bond insurance and were insured for AAA ratings; however, since the Great Recession most of the insurers have went bankrupt, so each entity is required now to earn their own rating.

Mr. Green thanked Mr. Harcrow and Mr. Sharp as well as EDA Director Jimmy Durham for their conference call interview with Moody's Rating Agency out of New York that brought about the A1 rating for the County. Their answers to Moody's questions concerning the economic and financial future of the County was very helpful.

He also noted that the sale of the bonds went very good for the County, amounting to a \$310,000 net payment to the County that can be used for any capital improvement the County wishes to make. The interest rate dropped from about 4.56% to 2.97%.

Mr. Harcrow said he was proud of the A1 rating. Mr. Green said not many Counties in the State have that high a rating.

Mr. Green asked the Commission to adopt a resolution authorizing the sale of the bond issue and other documents as necessary. Mr. Kuykendall said the refunding issue made good financial sense to the County.

It was moved by Mr. Kuykendall, seconded by Mr. Nix, all members voting affirmatively, motion carrying to adopt the following resolution granting authority to the President to sign necessary documents regarding the Bond Issue:

RESOLUTION AND ORDER AUTHORIZING AND
PROVIDING FOR THE ISSUANCE OF \$6,170,000
GENERAL OBLIGATION WARRANTS OF DEKALB
COUNTY, ALABAMA, TO BE DATED SEPTEMBER 28, 2011

BE IT RESOLVED, ASCERTAINED, ORDERED AND DECREED by the DeKalb County Commission as follows:

Section 1. Definitions and Use of Phrases.

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

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

"Bank" means Regions Bank, Birmingham, Alabama, in its capacity as registrar, transfer agent and paying agent with respect to the Warrants.

"Callable Warrants" means those of the Warrants having stated maturities in 2021 and thereafter.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commission" means the DeKalb County Commission and any other governing body of the County that may succeed to the duties of the Commission.

"County" means DeKalb County, Alabama, and any political subdivision of the State resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"County Depository" means, as of any particular time, (a) any bank or banks then acting as the County Depository in lieu of Treasurer of the County, (b) the County Treasurer, if at the time the County has a County Treasurer, or (c) any other officer who at the time may be authorized by law to perform the functions of a County Treasurer for the County.

"Eligible Investments" means United States Securities and any other investment described in Section 11-81-21 of the Code of Alabama 1975, as amended.

"Fiscal Year" means the period commencing on October 1 of one calendar year and ending on September 30 of the then next succeeding calendar year.

"Holder" means the person in whose name a Warrant is registered on the registry books of the Bank pertaining to the Warrants.

"Insurer" means Assured Guaranty Municipal Corp., a New York-domiciled financial guaranty insurance company, or any successor thereto or assignee thereof.

"Interest Payment Date" means any May 1 or November 1, commencing May 1, 2012.

"Municipal Bond Insurance Policy" means the municipal bond insurance policy of the Insurer insuring when due payment of the principal of and interest on the Warrants.

"Order" means this resolution and order.

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

"Overdue Interest Payment Date" means the date fixed by the Bank, pursuant to the provisions of Section 15 hereof, for the payment of Overdue Interest.

"President" means the President of the Commission and any successor to his duties as president and presiding officer of the Commission, which officer is chair of the Commission pursuant to Section 11-3-20 of the Code of Alabama 1975, as amended.

"Record Date" means each April 15 or October 15, as the case may be, next preceding an Interest Payment Date.

"Redemption Date" means the date fixed for redemption of Callable Warrants in any resolution adopted pursuant to the provisions of Section 4(a) hereof.

"Redemption Price" means the price at which any Callable Warrant may be redeemed pursuant to the provisions of Section 4 hereof.

"Resolution" means a resolution and order adopted by the Commission.

"State" means the State of Alabama.

"United States Securities" means and includes (i) direct obligations of the United States of America, (ii) obligations the principal of and interest on which are unconditionally guaranteed by the said United States and (iii) money market funds composed solely of obligations described in (i) and (ii).

"Warrant Fund" means the 2011 Warrant Fund created in Section 6 hereof.

"Warrants" means those authorized in Section 3 hereof.

"2002 Escrow Agreement" means that certain Escrow Trust Agreement dated as of September 28, 2011, between the County and The Bank of New York Mellon Trust Company, N.A., as escrow trustee thereunder.

"2002 Warrants" means the County's General Obligation Warrants, Series 2002, originally issued in the aggregate principal amount of \$6,705,000 and presently outstanding in the aggregate principal amount of \$5,660,000.

(b) Use of Words and Phrases. The following provisions shall be applied wherever appropriate herein: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this Order as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in subsection (a) of this section shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Section 2. Findings by the Commission. The Commission has caused an investigation to be made and, upon such investigation and evidence duly submitted to and considered by it, hereby finds, determines and declares as follows:

(a) in order to benefit from lower interest rates and to reduce the annual debt service requirements on certain debt of the County, it is necessary and desirable that the County refund, on an advance basis, the 2002 Warrants; and

(b) in order to provide funds sufficient to effect the said refunding of the 2002 Warrants and to pay the costs of issuing the Warrants (including the premium for the Municipal Bond Insurance Policy), and to provide approximately \$310,000 to be used to finance the costs of making highway improvements to that portion of County Road 400 lying between the Town of Geraldine, Alabama, and Guntersville State Park, it is necessary and desirable that the County authorize the issuance of the Warrants.

Section 3. Authorization of the Warrants. (a) Principal Amount, Maturities and Interest Rates. Pursuant to authority contained in the applicable provisions of the laws of Alabama, including particularly Chapter 28 of Title 11 of the Code of Alabama 1975, as amended, and for the purposes hereinabove stated, there are hereby authorized to be issued by the County \$6,170,000 aggregate principal amount of General Obligation Warrants, to be dated

the date of their delivery, to mature on November 1 in the following years and amounts and to bear interest at the following per annum rates:

<u>Year of Maturity</u>	<u>Aggregate Amount Maturing</u>	<u>Interest Rate</u>
2012	\$305,000	2.00 %
2013	330,000	2.00
2014	335,000	2.00
2015	345,000	2.00
2016	350,000	2.00
2017	360,000	2.00
2018	370,000	2.00
2019	370,000	2.25
2020	380,000	2.50
2021	395,000	2.75
2022	405,000	3.00
2023	420,000	3.00
2024	430,000	3.25
2025	440,000	3.375
2026	460,000	3.50
2027	475,000	3.50

The Warrants shall be initially issued in the Authorized Denominations and registered in the names of the Holders as shall, pursuant to the provisions of Section 19 hereof, be designated by the purchaser.

(b) Place and Manner of Payment. The principal of and the premium, if any, on the Warrants shall be payable at a corporate trust office so designated by the Bank upon presentation and surrender of the Warrants as the same become due and payable. Except as provided in Section 13 hereof, interest on the Warrants shall be payable by check or draft mailed by the Bank to the registered Holders of the Warrants at the addresses shown on the registry books of the Bank pertaining to the Warrants as of the close of business on the Record Date next preceding the Interest Payment Date. Payment of such interest shall be deemed to have been timely made if such check or draft is mailed by the Bank on the due date of such interest (or, if such due date is not a business day, on the business day immediately following such due date). Notwithstanding the foregoing, the registered Holder of not less than \$500,000 in aggregate principal amount of the Warrants may make arrangements with the Bank for the payment of the principal of and the interest and premium, if any, on such Warrants by wire transfer. The Bank shall cause all payments of the principal of and the interest and premium, if any, on the Warrants to be accompanied by CUSIP numbers with appropriate dollar amounts for each CUSIP number.

(c) Computation of Interest and Interest Payment Dates. The Warrants shall bear interest from their date until their respective maturities at the per annum rates of interest set forth above (computed on the basis of a 360-day year of twelve consecutive 30-day months). Such interest shall be payable semiannually on each May 1 and November 1, commencing May 1, 2012, until and at the maturity of the Warrants. The Warrants shall bear interest after their respective maturities until paid at the per annum rates of interest set forth above.

(d) Book-Entry Only System. The Warrants shall be initially issued in book-entry only form, registered in the name of Cede & Co., the nominee of the Depository Trust company. The provisions of this Section 3(d) shall apply with respect to any Warrant registered to CEDE & CO. or any other nominee of The Depository Trust Company ("DTC") while the Book-Entry Only System is in effect and shall, during the period of their application, supersede any contrary provisions of this Order.

(i) The Warrants shall be issued as one fully registered warrant for each maturity in the total principal amount of such maturity. On the date of the initial authentication and delivery of the Warrants, the Warrants shall be registered in the name of CEDE & CO., as nominee of DTC as the Owner of all the Warrants. With respect to Warrants registered in the name of CEDE & CO., as nominee of DTC, the County and the Bank shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations and various other entities, some of whom, or their representatives, own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the person who is considered the beneficial owner thereof pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, CEDE & CO. or any participant with respect to any ownership interest in the Warrants, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Warrants, including any notice of redemption, or (iii) the payment to any Participant, or any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal or purchase price of or premium, if any, or interest on the Warrants. The Bank shall pay all principal of and premium, if any, or interest on the Warrants only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the County's obligations with respect to the principal of and premium, if any, and interest on such Warrants to the extent of the sum so paid. No person other than DTC shall receive a Warrant. Upon delivery by DTC to the Bank of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & CO., the words "CEDE & CO." in this Section 3(c) shall refer to such new nominee of DTC.

(ii) Upon receipt by the Bank of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities hereunder, the Bank shall issue, transfer and exchange Warrants as requested by DTC in Authorized Denominations, and whenever DTC requests the Bank to do so, the Bank will cooperate with DTC in taking appropriate action after reasonable notice to arrange for a substitute bond depository willing and able upon reasonable and customary terms to maintain custody of the Warrants registered in whatever name or names the Owners transferring or exchanging such Warrants shall designate, in accordance with this Section 3(d).

(iii) In the event the County determines that it is in the best interests of the Beneficial Owners that they be able to obtain Warrants registered in the name of an Owner other than DTC, the County may so notify DTC and the Bank, whereupon DTC will notify the Participants, of the availability through DTC of such Warrants. In such event, upon the return by DTC of all Warrants held by DTC in the name of Cede & Co., the Bank shall issue, transfer and exchange Warrants in Authorized Denominations as requested by DTC, and whenever DTC requests the County and the Bank to do so, the Bank and the County will cooperate with DTC in taking appropriate action after reasonable notice to make available Warrants registered in whatever name or names the Beneficial Owners transferring or exchanging Warrants shall designate, in accordance with this Section 3(d).

(iv) Notwithstanding any other provision of this Order 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, respectively, to DTC as provided in their Letter of Representations.

(v) In the event that the Book-Entry Only System pursuant to this Section 3(d) is discontinued, the Beneficial Owners shall be registered on the Registry Books as the Owners of the Warrants. Subsequent to the discontinuation of the Book-Entry Only System, Warrants may be registered, transferred and exchanged in accordance with the provisions of this Order (other than this Section 3(d)).

Section 4. Redemption Provisions. (a) Optional. Those of the Warrants having stated maturities on November 1, 2021, and thereafter shall be subject to redemption and payment, at the option of the County, as a whole or in part on any date on and after November 1, 2020 (but if redeemed in part, (i) in such maturities as the County shall designate, and if less than all the Warrants of a single maturity are to be redeemed, those to be redeemed to be selected by the Bank by lot, and (ii) only in installments of \$5,000 or any integral multiple thereof), at and for a Redemption Price equal to the principal amount of each such Warrant or portion thereof to be redeemed plus accrued interest to the Redemption Date.

In the event that less than all the principal of the Warrants of a single maturity is redeemed and prepaid, the Bank shall, by random selection, determine that portion of the principal of the Warrants of such maturity to be redeemed and prepaid.

(b) Any such redemption or prepayment of the Warrants shall be effected in the following manner:

(i) Call. The County shall by Resolution call for redemption and prepayment on a date when they are by their terms subject to redemption Warrants (or principal portions thereof) and shall recite in said Resolution (A) that the County is not in default in the payment of the principal of or interest on any of the Warrants or (B) that all of the Warrants then outstanding are to be retired on the Redemption Date; provided, however, that it is not necessary that the County adopt a Resolution in the case of a mandatory redemption pursuant to the provisions of Section 4(b) hereof.

(ii) Notice. The Bank (on behalf of the County) shall cause to be forwarded by United States First Class Mail to the registered Holder of each of the Warrants the principal of which is to be redeemed, in whole or in part, at the address of such registered Holder as such address appears on the registry books of the Bank pertaining to the registration of the Warrants, a notice, dated the date such notice is mailed by the Bank, stating the following: that Warrants (identified by the complete name and date of the Warrants) in certain specified principal amounts (or portions thereof) bearing stated numbers, CUSIP numbers, interest rates and maturity dates, have been called for redemption and will become due and payable at the Redemption Price or Redemption Prices on a specified Redemption Date, and that all interest thereon will cease after the Redemption Date. Such notice shall contain the name and telephone number of a contact person at the Bank to whom inquiries can be addressed and shall be so mailed not more than sixty (60) nor less than thirty (30) days prior to the Redemption Date, 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. Such notice shall be sent again promptly to the Holder of any Callable Warrant so called for redemption and not presented for payment within sixty (60) days following the Redemption Date.

(iii) Payment of Redemption Price. The County shall make available at the Bank, on or prior to the Redemption Date, the total Redemption Price of the Warrants (or portions thereof) that are to be prepaid and redeemed on the Redemption Date.

Section 5. Execution and Registration of the Warrants. The Warrants shall be executed on behalf of the County by the President and members of the Commission and the official seal of the County shall be impressed on each of the Warrants. The said signatures may be facsimiles of said officers, and the said seal may be a facsimile of such 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 hereinafter provided, executed by the manual signature of the Bank). The said facsimiles shall be valid in all respects as if the said officers had signed the Warrants in person. The President and the County Depository are hereby authorized and directed to register the Warrants as claims against the County and the Warrant Fund, which registration shall be made simultaneously with respect to all the Warrants.

Section 6. Warrant Fund. (a) Creation and Use of Thereof and Payments Therein. There is hereby created a special trust fund to be known as the "2011 Warrant Fund" for the purpose of providing for payment of the principal of and the interest on the Warrants. The Warrant Fund shall be maintained until both the principal of and the interest on the Warrants shall have been paid in full. Payments shall be made into the Warrant Fund as follows:

(i) simultaneously with the issuance of the Warrants, that portion, if any, of the proceeds from the sale of the Warrants that is referable to accrued interest thereon shall be paid into the Warrant Fund;

(ii) on or prior to the 25th day of each successive month, beginning with the month of October, 2011, and continuing thereafter through and including the month of April, 2012, the County will pay into the Warrant Fund an amount equal to the sum of (a) one-fourteenth (1/14th) of the principal of the Warrants that will mature on November 1, 2012, plus (b) one-seventh (1/7th) of the interest that will mature with respect to the Warrants on May 1, 2012; and

(iii) on or prior to the 25th day of each successive month, beginning with the month of May, 2012, and continuing thereafter until the principal of and the interest on the Warrants shall have been paid in full, the County will pay into the Warrant Fund an amount equal to the sum of (a) one-twelfth (1/12th) of the principal of the Warrants that will mature, or that are subject to mandatory redemption, on the then next succeeding November 1, plus (b) one-sixth (1/6th) of the interest that will mature with respect to the Warrants on the then next succeeding Interest Payment Date; provided, however, that there shall be credited on the payments due under the preceding clause (ii) all amounts paid into the Warrant Fund pursuant to the provisions of the preceding subsection (a) of this section that have not theretofore been credited on previous payments due into the Warrant Fund hereunder.

The County Depository and the President are hereby authorized and directed to take all actions and do all things that may be necessary to make the transfers and payments into the Warrant Fund as provided in this section and to utilize the moneys therein for payment of the Warrants and the interest thereon at their respective maturities.

(b) Depository for Warrant Fund. Regions Bank in the City of Birmingham, Alabama, is hereby designated as depository for the Warrant Fund. In the event the depository so designated (or any successor depository for the Warrant Fund that may hereafter be designated as herein provided) should at any time decline to act as such depository, or should resign as such depository or should cease to be a member of the Federal Deposit Insurance Corporation (or any agency which may succeed to its duties), or should cease to be duly qualified and doing business within the State of Alabama, then the Commission shall by Resolution designate a successor to such depository; provided, that any such successor depository shall be and remain a member of the Federal Deposit Insurance Corporation (or of any agency which may succeed to its duties) and shall be and remain duly qualified and doing business in the State of Alabama.

(c) Investment of Moneys in the Warrant Fund. The Commission may at any time and from time to time by Resolution direct the depository for the Warrant Fund to invest, to the extent practicable, moneys on deposit in the Warrant Fund which shall not be needed within the then ensuing period of thirty (30) days for the purposes for which the Warrant Fund is herein created. Any such investment shall be made only in Eligible Investments which have a stated maturity (or are redeemable at the option of the holder) on a date not later than the Interest Payment Date on which the moneys so invested shall be needed to pay the principal of or interest on the Warrants. In the event of any such investment, the securities in which such moneys are so invested, together with all income derived therefrom, shall become a part of the Warrant Fund to the same extent as if they were moneys on deposit therein. Whenever a conversion into cash of any of the securities in which any such investment is made shall be necessary to obtain moneys to pay either the principal of or interest on the Warrants, the depository for the Warrant Fund shall cause such securities to be converted into cash and is hereby authorized to receive all remittances made by the United States of America in respect of any such securities. The said depository shall be fully protected in making any such investment when directed so to do by a Resolution adopted by the Commission and shall be fully protected in making any conversion into cash in accordance with the provisions of this paragraph (c).

Section 7. General Obligation of County. The indebtedness evidenced and ordered paid by 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.

Section 8. Form of the Warrants. The Warrants and the provision for assignment of the Warrants shall be in substantially the following forms, respectively, with appropriate changes therein to conform with the provisions hereof:

(Form of Warrant)

No. _____

UNITED STATES OF AMERICA

STATE OF ALABAMA

COUNTY OF DEKALB

GENERAL OBLIGATION WARRANT

INTEREST RATE

MATURITY DATE

CUSIP NUMBER

Subject to prior payment and other provisions as herein provided

The County Depository of the County of DeKalb, in the State of Alabama (the "County"), is hereby ordered and directed 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 (computed on the basis of a 360-day year of twelve consecutive 30-day months), payable on May 1, 2012, and semiannually thereafter on each May 1 and November 1 until the due date hereof. The principal of and premium (if any) on this Warrant shall be payable only upon presentation and surrender of this Warrant at the principal corporate trust office of Regions Bank, Birmingham, Alabama (the "Bank").

The principal of and the premium, if any, on this Warrant shall be payable only upon presentation and surrender of this Warrant to the Bank, or its successor under the Order hereinafter referred to. Interest on this Warrant shall be remitted by the Bank to the then registered holder hereof at the address shown on the registry books of the Bank pertaining to the Warrants as of the close of business on the April 15 or October 15, as the case may be, next preceding the date of payment of such interest. The Order hereinafter referred to provides that all payments by the County or the Bank to the person in whose name a Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Payment of such interest shall be deemed to have been timely made if such check or draft is mailed by the Bank on or before the due date of such interest. The registered holder of \$500,000 or more in aggregate principal amount of the Warrants hereinafter referred to may make arrangements with the Bank for the payment of the principal of and the interest and premium, if any, on such Warrants by

wire transfer. Any transferee of this Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Warrant is one of an issue of Warrants aggregating \$6,170,000 in principal amount (the "Warrants"). The Warrants are issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Chapter 28 of Title 11 of the Code of Alabama 1975, as amended, and a resolution and order (the "Order") duly and legally adopted and made by the governing body of the County.

The indebtedness evidenced and ordered paid by the Warrants is 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 have been irrevocably pledged.

Those of the Warrants having stated maturities in 2021 and thereafter are subject to redemption and prepayment prior to their respective maturities, at the option of the County, as a whole or in part (but, if in part, those of the maturities to be redeemed to be selected by the County in its discretion), on November 1, 2020, and on any date thereafter, at and for a redemption price equal to the principal amount redeemed with respect to each Warrant (or portion thereof) redeemed plus accrued interest thereon to the date fixed for redemption.

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 kind; 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 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 Order for the exchange of Warrants for a like aggregate principal amount of Warrants of the same maturity and in authorized denomination, all upon the terms and subject to the conditions set forth in the Order.

This Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Bank (the registrar and transfer agent of the County) and only upon surrender of this Warrant to the Bank 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 Order. 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 Bank are concerned, this Warrant may be transferred only in accordance with the provisions of the Order.

The Bank shall not be required to transfer or register this Warrant during the period of thirty (30) days next preceding any May 1 or November 1; and in the event that this Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the Bank shall not be required to register or transfer this Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

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

IN WITNESS WHEREOF, the County has caused this Warrant to be signed by the President of DeKalb County Commission and the members of the said Commission, has caused its corporate seal to be hereunto impressed, and has caused this Warrant to be dated September 28, 2011.

It was moved by Mr. Kuykendall, without objection so ordered to adjourn.