

July 23, 2012

MOBILE COUNTY COMMISSION

The Mobile County Commission met in regular session in the Government Plaza Auditorium, in the City of Mobile, Alabama, on Monday, July 23, 2012, at 10:00 A. M. Central Time. The following members of the Commission were

PRESENT	ABSENT
Connie Hudson Merceria Ludgood Mike Dean	None

Commissioner Hudson acted as chairman of the meeting, and John Pafenbach, Administrator and Clerk of the Commission, acted as clerk of the meeting. The Chairman stated that a quorum was present and declared the meeting open for the transaction of business.

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INVOCATION

The invocation was given by Pastor Charles Archie, New Community Church of God in Christ, 132 West Turner Road, Prichard, Alabama.

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Laura Knight, Unit Leader, Mobile Police Mounted Auxiliary, addressed the Commission and introduced her colleague, Leslie Mayhall, Treasurer and Unit Training Coordinator. Ms. Knight requested the Commission to waive all fees for usage of the arena at the Jon Archer Agricultural Center for training police horses and sworn Police Officers.

Ms. Mayhall said their unit was getting the police horses ready for patrol of the fairgrounds and she requested use of the arena at the Jon Archer Agricultural Center on October 13, 2012, if no paying organizations were scheduled. She said their unit would like to train the police horses in different environments so they would not get burned out doing the same thing at the same place all the time.

Ms. Mayhall requested from the Commission an annual waiver of all fees for usage of the arena for approximately three (3) times a year. She requested the Commission to send John Rabbeitt, Parks Operations Coordinator, a letter in writing of their approval because he does the scheduling for the Jon Archer Agricultural Center.

Commissioner Ludgood said typically, the facility would confirm if the date was available before submitting a request to the Commission to waive fees. She instructed Ms. Mayhall to speak to the person who handles the facility's schedule to confirm if that date was available.

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Ms. Mayhall said Mr. Rabbeitt told her to get the request for a waiver of fees approved by the Commission first for him to waive the fees.

President Hudson instructed Ms. Mayhall to put her request for a waiver of fees in writing to the Commission.

Ms. Mayhall asked if she should send a copy of her request to Mr. Rabbeitt since he does the schedule for that facility.

President Hudson said certainly.

Commissioner Ludgood said Ms. Mayhall should send her request directly to Mr. Rabbeitt since the Commission does not know if that date is available.

President Hudson said Ms. Mayhall should send her request to the Public Works Department so they could check to see if that date was available.

Ms. Mayhall asked if it had to be done on a case-by-case basis or could she request the fees to be waived for an entire year, for certain dates?

President Hudson instructed Ms. Mayhall to put her request in writing and the Commission would put it through the appropriate process.

Nancy Johnson, Public Affairs Director, said the Public Works Department suggested Ms. Knight and Ms. Mayhall request a waiver of the fees directly from the Commission. She asked if that was the normal process?

Commissioner Ludgood said no, a request for a waiver of fees should not come to the Commission first. She said she receives many telephone calls requesting a waiver of fees and she has no idea of facilities' availability. Commissioner Ludgood said the request should originate at the facility to determine the dates of availability before coming to the Commission for approval.

President Hudson said a request for a waiver of fees should be given directly to the appropriate department and then that department would forward it to the Commission for approval.

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AGENDA #1

APPROVE MINUTES

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve the minutes of the regular meeting of July 3, 2012 and July 12, 2012.

Motion carried unanimously.

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AGENDA #2

APPROVE CLAIMS

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve payment of the following claims and payrolls, and the signing of warrants by the President of the Commission:

CHECK DATE	CHECK #	VENDOR	AMOUNT
7/13/2012	00269174	A AND M PORTABLES INC	315.00
7/13/2012	00269175	A T AND T MOBILITY	5,744.40
7/13/2012	00269176	ABL MANAGEMENT INC	28,417.76
7/13/2012	00269177	ADVANCED DISPOSAL SERVICES	797.74
7/13/2012	00269178	AIRGAS USA LLC	127.08
7/13/2012	00269179	AIRGAS USA LLC	403.14
7/13/2012	00269180	ALABAMA INTERACTIVE LLC	1,206.50
7/13/2012	00269181	ALABAMA POWER CO	2,622.22
7/13/2012	00269183	ALABAMA POWER CO	5,771.81
7/13/2012	00269184	ALACOURT COM	132.00
7/13/2012	00269185	ALACOURT COM	87.00
7/13/2012	00269186	ALEXANDER HARDWARE	271.25
7/13/2012	00269187	ALTAPOINTE HEALTH SYSTEMS INC	122,349.57
7/13/2012	00269188	ALTAPOINTE HEALTH SYSTEMS INC	32,252.67
7/13/2012	00269189	ALTAPOINTE HEALTH SYSTEMS INC	24,469.90
7/13/2012	00269190	AMERICAN RENTAL AND POWER EQUI	224.68
7/13/2012	00269191	ANDREWS HARDWARE CO INC	112.73
7/13/2012	00269192	AS AND G CLAIMS ADMINISTRATION	5,000.00
7/13/2012	00269193	ASPHALT SERVICES INC	4,896.03
7/13/2012	00269194	ATCHISON FIRM PC	1,622.83
7/13/2012	00269195	AUTOPART INTERNATIONAL INC	724.34
7/13/2012	00269196	B AND B APPLIANCE PARTS	988.90
7/13/2012	00269197	B B AND T FINANCIAL FSB	185.00
7/13/2012	00269198	BAKER DISTRIBUTING CO	778.56
7/13/2012	00269199	BAMA AUTO PARTS AND INDUSTRIAL	166.96
7/13/2012	00269200	BATTERIES PLUS 864	114.48
7/13/2012	00269201	BAYOU CONCRETE LLC	367.60
7/13/2012	00269202	BAYSHORE FLUID POWER XX	19.50
7/13/2012	00269203	BAYSIDE RUBBER AND PRODUCTS IN	136.61
7/13/2012	00269204	BEARD EQUIPMENT CO	3,473.01
7/13/2012	00269205	BEST BUY BUSINESS ADVANTAGE AC	748.20
7/13/2012	00269206	BLACKLIDGE EMULSIONS INC	4,748.80
7/13/2012	00269207	BLOSSMAN GAS INC	22.71
7/13/2012	00269208	BOB BARKER CO INC	10,125.24
7/13/2012	00269209	BOB CAT OF MOBILE	131.03
7/13/2012	00269210	BUTLER SCHEIN ANIMAL HEALTH SU	1,575.00
7/13/2012	00269211	CALLIS COMMUNICATIONS	99.00
7/13/2012	00269212	CAMELLIA TROPHY SHOP	675.00
7/13/2012	00269213	CAMPBELL DUKE AND CAMPBELL	2,538.00
7/13/2012	00269214	CAMPER CITY	149.00
7/13/2012	00269215	CASPER, GARY W	1,160.00
7/13/2012	00269216	CDW GOVERNMENT INC	527.74
7/13/2012	00269217	CLASSIC PAINT AND BODY INC	3,367.82
7/13/2012	00269218	COMCAST CABLE	103.26
7/13/2012	00269219	CRANE ESQ, J RANDALL	539.41
7/13/2012	00269220	CVS EGL SEMMES AL INC	12,104.28
7/13/2012	00269221	D R HORTON INC	1,309.50

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7/13/2012	00269222	DAUPHIN ISLAND WATER SEWER AND	37.12
7/13/2012	00269223	DAVENPORTE, PHILLIP	99.90
7/13/2012	00269224	FORD, GLEN A	404.20
7/13/2012	00269225	FOREMAN, ETSIE	1,592.00
7/13/2012	00269226	GENERAL FUND	11,153.97
7/13/2012	00269227	GLOBAL GOVT EDUCATION SOLUTION	238.39
7/13/2012	00269228	GOLDEN TOUCH COMMERCIAL CLEANI	6,912.00
7/13/2012	00269229	GOVDEALS COM	78.06
7/13/2012	00269230	GOVERNORS HIGHWAY SAFETY ASSN	500.00
7/13/2012	00269231	GRAINGER INDUSTRIAL SUPPLY	3,487.95
7/13/2012	00269232	GREER ENTERPRISES LLC	5,057.03
7/13/2012	00269233	H AND S LAND INC	853.00
7/13/2012	00269234	HALLS MOTORSPORTS HONDA	487.08
7/13/2012	00269235	HARBOR FREIGHT TOOLS	65.25
7/13/2012	00269236	HD SUPPLY FACILITIES MAINTENAN	69.12
7/13/2012	00269237	HEALTH INSURANCE ACCOUNT	1,162,228.05
7/13/2012	00269238	HEROMAN SERVICES PLANT CO LLC	597.50
7/13/2012	00269239	HILLER SYSTEMS INC	188.00
7/13/2012	00269240	HILLMAN OIL INC	3,698.60
7/13/2012	00269241	HOME DEPOT, THE	1,051.78
7/13/2012	00269242	HORN TRUCK REBUILDERS LLC	92.75
7/13/2012	00269243	HR SPECIALIST	139.00
7/13/2012	00269244	HURRICANE ELECTRONICS INC	589.40
7/13/2012	00269245	HYDRADYNE HYDRAULICS LLC	481.16
7/13/2012	00269246	IDA MOBILE CO ECONOMIC DEV FUN	73,409.70
7/13/2012	00269247	INTERNATIONAL FIRE PROTECTION	1,430.00
7/13/2012	00269248	JOHNSTON DRUHAN LLP	771.71
7/13/2012	00269249	JOHNSTONE ADAMS BAILEY GORDON	3,631.00
7/13/2012	00269250	JOSLIN, CAROL	455.70
7/13/2012	00269251	K AND W SECURITY SERVICES LLC	544.00
7/13/2012	00269252	KERN, CHRISTOPHER	19,642.50
7/13/2012	00269253	KNOX PEST CONTROL	30.00
7/13/2012	00269254	KULLMAN FIRM, THE	320.00
7/13/2012	00269255	L AND L SAW LAWN AND EQUIPMENT	100.75
7/13/2012	00269256	LADSCO INC	212.00
7/13/2012	00269257	LEOS UNIFORMS	592.40
7/13/2012	00269258	LITTLETON, DENISE I	2,157.64
7/13/2012	00269259	LOWES	168.97
7/13/2012	00269260	LYONS AND CRANE	9,731.97
7/13/2012	00269261	MACKINNON PAPER CO INC	56.50
7/13/2012	00269262	MARTIN MARIETTA MATERIALS	36,110.72
7/13/2012	00269263	MCCARN, JACLYN	23.41
7/13/2012	00269264	MCGHEE, VINCENT	300.00
7/13/2012	00269265	MOBILE BAY SPORTS AUTHORITY IN	20,000.00
7/13/2012	00269266	MOBILE CO PERSONNEL BOARD	179,148.29
7/13/2012	00269267	MOBILE CONVENTION AND VISITORS	28,000.00
7/13/2012	00269268	MOBILE GAS SERVICE CORP	1,994.98
7/13/2012	00269269	MOFFETT ROAD ACE	50.90
7/13/2012	00269270	OEC BUSINESS SUPPLIES	903.00
7/13/2012	00269271	OFFICE DEPOT INC	324.89
7/13/2012	00269272	PAUL W BROCK INN OF COURT	300.00
7/13/2012	00269273	PERSONAL TOUCH CLEANING SERVIC	2,068.50
7/13/2012	00269274	POWERS, JEAN	539.41
7/13/2012	00269275	QUICK INTERNET SOFTWARE SOLUTI	753.00
7/13/2012	00269276	S AND S SUPPLIES	18,570.84
7/13/2012	00269277	SEARS ROEBUCK AND CO	2,831.94
7/13/2012	00269278	SENIOR COMPANION PROGRAM OF MO	30,756.25
7/13/2012	00269279	SOUTH ALABAMA UTILITIES	416.80

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7/13/2012	00269280	SPROT PRINTER RIBBONS LLC	2,468.30
7/13/2012	00269281	STUART C IRBY CO	75.20
7/13/2012	00269282	THOMSON	181.00
7/13/2012	00269283	THYSSENKRUPP ELEVATOR CORP	5,406.34
7/13/2012	00269284	TRACTOR AND EQUIPMENT CO	852.55
7/13/2012	00269285	TRIPLE POINT INDUSTRIES LLC	687.65
7/13/2012	00269286	UNIVERSITY OF SOUTH ALABAMA	48,939.79
7/13/2012	00269287	US MACHINE SERVICES INC	800.86
7/13/2012	00269288	WARD INTERNATIONAL TRUCKS OF A	1,050.76
7/13/2012	00269289	WASTE MANAGEMENT INC	1,188.58
7/13/2012	00269290	WASTE TWO ENERGY LLC	244.22
7/13/2012	00269291	WITTICHEN SUPPLY CO INC	291.52
7/13/2012	00269292	ZEBCO SPECIALTY ADVERTISING	1,006.83
7/17/2012	00269293	ACCESS INFORMATION MANAGEMENT	743.46
7/17/2012	00269294	ALA COM	622.61
7/17/2012	00269295	ALABAMA ASSN OF ASSESSING OFFI	1,340.00
7/17/2012	00269296	ALABAMA DEPT OF REVENUE	842.88
7/17/2012	00269297	ALABAMA DEPT OF TRANSPORTATION	1,000,000.00
7/17/2012	00269298	ALABAMA POWER CO	12,982.72
7/17/2012	00269299	ALABAMA POWER CO	12,412.27
7/17/2012	00269300	ALL SOUTH SUPPLY INC	93.45
7/17/2012	00269301	ALSTON BROTHERS LAWN AND TRACT	229.56
7/17/2012	00269302	ANDREWS HARDWARE CO INC	186.24
7/17/2012	00269303	AS AND G CLAIMS ADMINISTRATION	17,667.95
7/17/2012	00269304	AT AND T LONG DISTANCE SERVICE	1,225.87
7/17/2012	00269305	B AND B AUTO WRECKER SERVICE	60.00
7/17/2012	00269306	B AND B MACHINE AND SUPPLY	668.12
7/17/2012	00269307	B B AND T FINANCIAL FSB	8,465.35
7/17/2012	00269308	BAY SHORE FLUID POWER	135.81
7/17/2012	00269309	BAYOU CONCRETE LLC	365.70
7/17/2012	00269310	BEARD EQUIPMENT CO	1,135.31
7/17/2012	00269311	BLOSSMAN GAS INC	375.30
7/17/2012	00269312	BORDEN	770.55
7/17/2012	00269313	CARQUEST AUTO PARTS	1,923.06
7/17/2012	00269314	CASH AND CARRY	134.88
7/17/2012	00269315	CASH AND CARRY WAREHOUSE GROCE	335.93
7/17/2012	00269316	CDW GOVERNMENT INC	80.00
7/17/2012	00269317	CHADS LANDSCAPE MANAGEMENT INC	235.00
7/17/2012	00269318	CHILLYS LLC	159.36
7/17/2012	00269319	CINTAS DOCUMENT MANAGEMENT	14.51
7/17/2012	00269320	CIRCLE C SITE SERVICES	2,975.00
7/17/2012	00269321	CIRCLE PIPE AND SUPPLY CO	846.12
7/17/2012	00269322	CITY ELECTRIC SUPPLY	411.49
7/17/2012	00269323	CLOWER ELECTRIC SUPPLY	663.00
7/17/2012	00269324	CLUTCH AND POWERTRAIN	5,649.67
7/17/2012	00269325	CMS COMMUNICATIONS INC	398.68
7/17/2012	00269326	COAST SAFE AND LOCK	1,034.48
7/17/2012	00269327	COCA COLA BOTTLING CO CONSOLID	181.75
7/17/2012	00269328	CREOLA ACE HARDWARE	14.47
7/17/2012	00269329	CRYSTAL ICE CO	547.50
7/17/2012	00269330	CUSTOM DESIGNS	85.00
7/17/2012	00269331	DADE PAPER AND BAG CO	1,442.03
7/17/2012	00269332	DAVIS PHD, JOHN W	480.00
7/17/2012	00269333	DRIVEN ENGINEERING INC	264.70
7/17/2012	00269334	FRANKLINS STARTER AND ALTERNAT	665.18
7/17/2012	00269335	FRIENDS OF THE MOBILE DOG PARK	5,500.00
7/17/2012	00269336	G G PORTABLES INC	207.00
7/17/2012	00269337	GENERAL FUND	10,946.79

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7/17/2012	00269338	GLOBAL GOVT EDUCATION SOLUTION	59.00
7/17/2012	00269339	GULF STATES CONSULTANTS AND AD	2,990.00
7/17/2012	00269340	HABITAT FOR HUMANITY IN MOBILE	7,051.45
7/17/2012	00269341	HANSON PIPE AND PRECAST INC	40.00
7/17/2012	00269342	HARRIS CORPORATION	2,139.71
7/17/2012	00269343	HAVEN HILL EGG CO INC	71.40
7/17/2012	00269344	HD SUPPLY FACILITIES MAINTENAN	72.84
7/17/2012	00269345	HILLMAN OIL INC	2,438.91
7/17/2012	00269346	HOME DEPOT, THE	9.97
7/17/2012	00269347	HURRICANE ELECTRONICS INC	117.40
7/17/2012	00269348	HYDRO TECHNOLOGIES INC	340.00
7/17/2012	00269349	IDERA INC	1,373.76
7/17/2012	00269350	INEX CORP	211.86
7/17/2012	00269351	INTEGRA WATER LLC	568.08
7/17/2012	00269352	INTEGRITY PRODUCTS INC	496.78
7/17/2012	00269353	INTERSTATE BRANDS CORP	400.10
7/17/2012	00269354	J AND O AUTO PARTS AND SUPPLY	35.58
7/17/2012	00269355	JACKSON CREEK SAND	564.00
7/17/2012	00269356	JAMES R PAYNE INC	2,518.05
7/17/2012	00269357	JOHNSTONE SUPPLY	373.97
7/17/2012	00269358	K AND W SECURITY SERVICES LLC	576.00
7/17/2012	00269359	KITTRELL AUTO GLASS	509.21
7/17/2012	00269360	LEMOYNE WATER SYSTEM INC	678.78
7/17/2012	00269361	LINCOLN PHARMACY	1,974.24
7/17/2012	00269362	LOVE, JOYCE YORK	641.00
7/17/2012	00269363	LOWES	167.42
7/17/2012	00269364	MCCONNELL AUTOMOTIVE GROUP	194.83
7/17/2012	00269365	MCGRIFF TIRE CO	7,174.74
7/17/2012	00269366	MCKINNEY PETROLEUM EQUIP	48.75
7/17/2012	00269367	MCMASTER CARR SUPPLY CO	482.25
7/17/2012	00269368	MEMORIAL FUNERAL HOME INC	900.00
7/17/2012	00269369	MIGHTY AUTO PARTS	204.12
7/17/2012	00269370	MINNESOTA MINING AND MANUFACTU	2,025.00
7/17/2012	00269371	MOBILE AREA WATER AND SEWER SY	700.26
7/17/2012	00269372	MOBILE GAS SERVICE CORP	221.13
7/17/2012	00269373	MOBILE GAS SERVICE CORP	48,380.78
7/17/2012	00269374	NAVIGATION ELECTRONICS INC	88.06
7/17/2012	00269375	NAVMAN WIRELESS NORTH AMERICA	90.00
7/17/2012	00269376	NUDRAULIX INC	99.73
7/17/2012	00269377	O REILLY AUTOMOTIVE STORES INC	574.97
7/17/2012	00269378	O REILLY AUTOMOTIVE STORES INC	20.70
7/17/2012	00269379	OFFICE DEPOT INC	640.47
7/17/2012	00269380	OIL RECOVERY CO INC	2,152.00
7/17/2012	00269381	PAFENBACH, JOHN F	187.04
7/17/2012	00269382	PERSONAL TOUCH CLEANING SERVIC	7,001.10
7/17/2012	00269383	PITTMAN TRACTOR CO INC	2,410.08
7/17/2012	00269384	PITTS AND SONS	300.00
7/17/2012	00269385	POPE TESTING SERVICES LLC	122.81
7/17/2012	00269386	PORT CITY TRAILERS	6,170.00
7/17/2012	00269387	PRECISION AUTO GLASS INC	225.00
7/17/2012	00269388	RLB HAULING	1,993.20
7/17/2012	00269389	ROBBINS COLLISION PARTS	307.90
7/17/2012	00269390	ROSSLER LAW FIRM LLC	319.45
7/17/2012	00269391	ROUNDTREE MOBILE LLC	2,524.82
7/17/2012	00269392	S J AND L INC	171.00
7/17/2012	00269393	SHERIFFS FUND	2,656.85
7/17/2012	00269394	SOUTHDATA	48.75
7/17/2012	00269395	SOUTHERN FIRE AND SAFETY INC	1,080.15

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7/17/2012	00269396	SPEAKS AND ASSOC CONSULTING EN	5,758.57
7/17/2012	00269397	SPECTRONICS INC	109.00
7/17/2012	00269398	SPROT PRINTER RIBBONS LLC	1,500.45
7/17/2012	00269399	STAPLES BUSINESS ADVANTAGE	200.40
7/17/2012	00269400	STATE OF ALABAMA	50.00
7/17/2012	00269401	SUPREME MEDICAL	417.90
7/17/2012	00269402	T S WALL AND SONS	226.00
7/17/2012	00269403	TERRACON	2,219.46
7/17/2012	00269404	THOMSON	217.00
7/17/2012	00269405	THYSSENKRUPP ELEVATOR CORP	1,180.12
7/17/2012	00269406	TOLBERT, CATHY	222.00
7/17/2012	00269407	TRACTOR AND EQUIPMENT CO	6,105.44
7/17/2012	00269408	TRANE USA INC	5,348.00
7/17/2012	00269409	TREADWELL FORD	184.67
7/17/2012	00269410	TRI STATE MORTUARY INC	1,200.00
7/17/2012	00269411	TRUCK PRO INC	98.37
7/17/2012	00269412	UNITED PARCEL SERVICE	29.63
7/17/2012	00269413	UNIVERSAL GLASS CO INC	194.60
7/17/2012	00269414	UNIVERSITY OF NORTH ALABAMA	245.00
7/17/2012	00269415	USA MOBILITY WIRELESS INC	48.85
7/17/2012	00269416	VOLKERT INC	13,183.53
7/17/2012	00269417	VULCAN MATERIALS CO	19,701.76
7/17/2012	00269418	WARD INTERNATIONAL TRUCKS OF A	1,277.03
7/17/2012	00269419	WASTE MANAGEMENT INC	137.85
7/17/2012	00269420	WEAVER AND SONS INC, HOSEA O	115,910.38
7/17/2012	00269421	WOOD, MARILYN E	9.00
7/17/2012	00269422	YOUTH ADVOCATE PROGRAMS INC	68,642.85
7/17/2012	00269423	ALBRECHT, PETER LOUIS	2,320.79
		Total Claims Paid for General Invoices	\$3,441,538.79
7/12/2012	00001992	MOBILE CO EMPLOYEES RETIREMENT	2,321.60
7/12/2012	00003925	MOBILE CO PAYROLL ACCOUNT	429,198.38
7/12/2012	00003926	MOBILE CO EMPLOYEES RETIREMENT	115,159.36
7/13/2012	00003927	MOBILE CO FEDERAL TAX ACCOUNT	30,920.19
7/12/2012	00004050	MOBILE CO PAYROLL ACCOUNT	2,670.60
7/12/2012	00004051	MOBILE CO EMPLOYEES RETIREMENT	724.62
7/13/2012	00004052	MOBILE CO FEDERAL TAX ACCOUNT	185.08
7/12/2012	00005453	MOBILE CO PAYROLL ACCOUNT	98,293.07
7/12/2012	00005454	MOBILE CO EMPLOYEES RETIREMENT	27,541.62
7/13/2012	00005455	MOBILE CO FEDERAL TAX ACCOUNT	7,207.66
7/12/2012	00081132	MOBILE CO PAYROLL ACCOUNT	1,707,273.81
7/12/2012	00081133	MOBILE CO EMPLOYEES RETIREMENT	458,701.24
7/13/2012	00081134	MOBILE CO FEDERAL TAX ACCOUNT	123,886.80
		Total Claims Paid for Treasury Division	\$3,004,084.03
		Total Claims Paid	\$6,445,622.82

Motion carried unanimously.

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AGENDA #3

HOLD PUBLIC HEARING/FUND  
BALANCE REPORT-06/30/2012

July 23, 2012

President Hudson asked if any citizen of the County wanted an opportunity to be heard, for or against any item related to the Statement of Revenues, Expenditures and Changes in Fund Balance Report, for the period ending June 30, 2012. (Act No. 86-414)

There was no response.

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AGENDA #4

APPROVE CLOSEOUT/U. S. DEPARTMENT  
OF HOUSING AND URBAN DEVELOPMENT/HPRP  
GRANT NO. S-09-UY-01-0007/HOMELESSNESS  
PREVENTION AND RAPID RE-HOUSING PROGRAM

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve the closeout of the U. S. Department of Housing and Urban Development HPRP Grant No. S-09-UY-01-0007, Homelessness Prevention and Rapid Re-Housing Program, and authorize the President of the Commission to sign all required closeout paperwork pursuant to the U. S. Department of Housing and Urban Development (HUD) procedures.

Motion carried unanimously.

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AGENDA #5

AUTHORIZE ADVERTISEMENT OF BIDS/  
390 SIGN STANDS/PROBATE COURT/  
SECRETARY OF STATE'S HAVA FUNDS

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board authorize advertisement of bids for 390 sign stands for Probate Court to be used at various polling centers for elections. County to be reimbursed 100% from the Secretary of State's HAVA funds.

Motion carried unanimously.

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AGENDA #6



July 23, 2012

APPROVE MAINTENANCE AGREEMENT/  
BERNEY OFFICE SOLUTIONS/LICENSE  
COMMISSION/EIGHT MILE OFFICE

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve a maintenance \*agreement with Berney Office Solutions for twelve (12) months in the amount of \$823.89, for a Xerox fax machine for the License Commission located at the Eight Mile office.

(\*Invoice only)

Motion carried unanimously.

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AGENDA #7

APPROVE LEASING MODEL 100 ES&S BALLOT  
COUNTERS AND AUTOMARK (ADA) VOTING MACHINE/CITY  
OF CHICKASAW/MUNICIPAL ELECTION/RUN-OFF ELECTION

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve leasing two (2) Model 100 ES&S ballot counters and one (1) AutoMark (ADA) voting machine to the City of Chickasaw, for their municipal election scheduled August 28, 2012, and if necessary, a run-off election scheduled October 9, 2012. The rental fee is \$250.00 per machine.

Motion carried unanimously.

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AGENDA #8

ADOPT RESOLUTION/AUTHORIZE AGREEMENT  
TO PARTICIPATE/ASSOCIATION OF  
COUNTY COMMISSIONS OF ALABAMA (ACCA)/COUNTY  
JOINT BID PROGRAM/REGIONAL DEBRIS REMOVAL  
AND MONITORING SERVICES

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board adopt the following resolution:

**WHEREAS**, Code of Alabama 1975, §41-16-50 authorizes two or more counties in the state to enter into agreements for the joint bidding and purchase of items required to be bid under Alabama's competitive bid; and

**WHEREAS**, the Association of County Commissions of Alabama (hereinafter "the Association") has since 2000 administered a statewide joint bid program for counties pursuant to Code of Alabama 1975, § 41-16-50 for the joint bidding of certain equipment, materials, and supplies required to be competitively bid under Alabama's competitive bid law; and

**WHEREAS**, due to the need in every county for professional and economical debris removal and monitoring services which can be operational in any county immediately following a disaster

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necessitating such services, the Association will be conducting regional joint bids for debris removal contracts and for monitoring services contracts which, once executed, can be utilized by each county in a region as needed for disaster response (hereinafter referenced as "the project"); and

**WHEREAS**, pursuant to Code of Alabama 1975, §41-16-50, each county desiring to participate in the project is required to adopt a similar resolution, signifying its desire to participate, and its agreement to the terms and conditions of participation; and

**WHEREAS**, the Mobile County Commission desires to join and participate in the project for debris removal and monitoring services as a member of Region 1 and understands and agrees to the procedures as set out below:

(1) That the Association, a non-profit organization devoted to providing support and services to its membership of the 67 counties in Alabama, shall provide administrative services to the program, and in this regard, shall

- oversee the development of written specifications for services to be bid in the region
- provide notice to respective bidders for all services to be jointly bid in the region as required by law
- open bids pursuant to bid specifications at its office at 100 North Jackson Street in Montgomery, Alabama and
- provide other services as necessary excluding the awarding of the contracts.

(2) That in order to participate, the Mobile County Commission shall forward to the Association the names and addresses of each person or company who has submitted a written request to be included in solicitations of bids for debris removal and/or for monitoring services (its "vendor list"), and that following receipt of said vendor lists, the Association shall provide notice of all bid offerings to each applicable person or company if those services are being bid, as provided in Code of Alabama 1975, § 41-16-54.

(3) That in compliance with Code of Alabama 1975, §41-16-54, the Mobile County Commission shall not be eligible to utilize services under a contract awarded through the project unless it has provided the Association with its vendor list for those services, if such a list is held by the county.

(4) That the Association will provide the county with a notice of each solicitation for bid and in compliance with Code of Alabama 1975, § 41-16-54, the Mobile County Commission shall post said notice on a bulletin board in the county's purchasing office.

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(5) That in compliance with Code of Alabama 1975, §41-16-54, the Mobile County Commission agrees that it shall not be eligible to utilize the services included in a contract awarded through the project unless it has posted such notice.

(6) That following the opening of bids, the Mobile County Commission will serve as awarding authority for Region 1 and shall determine the lowest responsible bidder and award any contract for the Region at a regular meeting of the Mobile County Commission.

(7) That the Association shall not serve as the awarding authority for any services bid through the project.

(8) That participation in this project is strictly voluntary, and that, subject to the conditions set out in paragraphs 2, 3, 4, and 5, once a contract has been awarded through the project, the Mobile County Commission may utilize the contract services during the contract period under the terms of and at the price established under the contract, but shall not be required to purchase any of the services awarded through the project.

(9) That if the Mobile County Commission decides to utilize debris removal or monitoring services other than through the project, it must separately bid those services if such bidding is required by Alabama's competitive bid law.

(10) That following the award of a regional contract under the project, the Mobile County Commission shall deal directly with the successful vendor to activate the services available under the contract, and that there shall be no joint purchasing agent representing any of the counties participating in the project.

(11) That the Mobile County Commission shall remain a member of the project so long as it desires and agrees to participate in this joint bid agreement under its terms and conditions, and that the Mobile County Commission shall give at least thirty (30) days notice to the Association of its intent to terminate its participation in the project.

(12) That at the expiration of the thirty days termination notice, the Mobile County Commission shall be removed from this project and from any correspondence or advertisement regarding the project or any services to be bid under its terms and conditions.

(13) That following its termination from the project, the Mobile County Commission shall not be eligible to utilize the services under the terms and at the cost of the regional contract, and will be required to bid all such services on its own under the requirements of Alabama's competitive bid law.

(14) That this resolution, once adopted by the Mobile County Commission, shall serve as its agreement and contract with all other counties in Region 1 participating in this project.

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(15) That prior to soliciting any bids for services to be jointly bid under this project, the Association shall forward a list of all participating counties to the Office of Examiners of Public Accounts.

(16) That in order for a county to utilize the services of a contract executed for Region 1 under this project, it must have adopted this resolution prior to the solicitation of bids for debris removal and/or monitoring services, but that once the county has adopted this resolution, it shall remain a member, and subject to the conditions set out in paragraphs 2, 3, 4, and 5 above, shall be eligible to utilize all debris removal and monitoring services thereafter bid for Region 1 under the project until and unless it terminates its participation as set out in paragraphs 11, 12, and 13 above.

**BE IT RESOLVED BY THE MOBILE COUNTY COMMISSION** that it agrees to all terms and conditions of the project for regional bidding of debris removal and monitoring services as set out above, and desires to participate in said project.

**BE IT FURTHER RESOLVED** that it is the intent of the Mobile County Commission by adoption of this resolution to enter into a joint bid agreement with all other counties in Region 1 participating in this project.

**BE IT FURTHER RESOLVED** that a copy of this resolution be immediately forwarded to the Association with a request that the Mobile County Commission be included as a participant of Region 1 for regional bidding of debris removal and monitoring services for all services bid through the project until and unless notified of the County's desire to terminate its participation under the procedures set out in paragraphs 11, 12, and 13 above.

**IN WITNESS THEREOF**, the Mobile County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this 23rd day of July 2012.

Motion carried unanimously.

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AGENDA #9

AUTHORIZE ADVERTISEMENT OF  
FORMAL AMENDMENT/2012 ACTION PLAN

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board authorize advertisement of a formal amendment to the 2012 Action Plan.

Motion carried unanimously.

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AGENDA #10

APPROVE EFP-128-12/THE  
TOMMIE AGEE CHARITABLE GOLF  
FOUNDATION, INC./DISTRICT 1 FUNDS

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve EFP-128-12, The Tommie Agee Charitable Golf Foundation, Inc. in the amount of \$500.00, from District 1 funds, for its program.

Motion carried unanimously.

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AGENDA #11

APPROVE SUB-RECIPIENT AGREEMENT/  
HOUSING FIRST, INC./2011 EMERGENCY  
SOLUTIONS GRANTS (ESG) E-11-UC-0007

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve a sub-recipient agreement with Housing First, Inc. to administer the 2011 Emergency Solutions Grants (ESG) E-11-UC-0007 in the amount of \$46,179.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #12

APPROVE SUB-RECIPIENT AGREEMENT/  
HOUSING FIRST, INC./2012 EMERGENCY  
SOLUTIONS GRANTS (ESG) E-12-UC-0007

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve a sub-recipient agreement with Housing First, Inc. to administer the 2012 Emergency Solutions Grants (ESG) E-12-UC-01-0007 in the amount of \$153,141.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #13

APPROVE RENEWAL OF MAINTENANCE  
CONTRACT/FORMAX/REVENUE COMMISSION

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Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve renewal of a maintenance \*contract with Formax for the period July 22, 2012 through July 21, 2013 in the amount of \$281.00, for Model FD340 Folder for the Revenue Commission. (\*Invoice only)

Motion carried unanimously.

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AGENDA #14

APPROVE REAPPOINTMENT/MOBILE  
COUNTY BOARD OF HUMAN RESOURCES

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve the reappointment of Christopher L. Lee to the Mobile County Board of Human Resources for a six (6) year term beginning October 1, 2012 and expiring September 20, 2018.

Motion carried unanimously.

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AGENDA #15

APPROVE AMENDING COMMISSION  
MEETING AND CONFERENCE SCHEDULE

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve amending the Commission Meeting and Conference Schedule to include a regular meeting on Thursday, July 26, 2012, at 10:00 A. M.

Motion carried unanimously.

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AGENDA #16

AUTHORIZE EXECUTION AND DELIVERY OF  
BOND PURCHASE AGREEMENT/GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2012-A/WARRANT  
PURCHASE AGREEMENT/GENERAL OBLIGATION  
REFUNDING WARRANTS, SERIES 2012-B

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board authorize the execution and delivery of a Bond Purchase Agreement with respect to the County's General Obligation Refunding Bonds, Series 2012-A and a Warrant Purchase Agreement with respect to the County's General Obligation Refunding

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Warrants, Series 2012-B.

Motion carried unanimously.

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AGENDA #17

ADOPT RESOLUTION EXPRESSING COMMISSION'S  
INTENT TO ISSUE GENERAL OBLIGATION  
WARRANTS/FINANCE PURCHASE OF AMBULANCES

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board adopt the following resolution:

**BE IT RESOLVED and ORDERED** by the County Commission (the "Commission") of Mobile County, Alabama (the "County"), as follows:

**WHEREAS**, the County has determined that it is necessary and in the interest of the public to incur obligations with respect to purchasing three new ambulances for use by the County (the "Equipment"); and

**WHEREAS**, the County does not now have, or expect to have in the near future, adequate funds to finance such Equipment on a long term basis; and

**WHEREAS**, the County reasonably expects that, in order to finance the Equipment, it will issue tax exempt warrants, but is not now prepared to do so; and

**WHEREAS**, the County has paid or will pay prior to the date of issuance of such warrants all or a portion of the costs of such Equipment, commencing on a date not earlier than sixty days prior to the date hereof; and

**WHEREAS**, the County has determined that a portion of such costs may be paid out of the County's General Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission of Mobile County, Alabama (the "County"), that it is intended that the County will issue and deliver, for the purpose set forth above, its tax exempt obligations in an amount not expected to exceed \$425,000 (which may be a portion of a larger issue of tax-exempt obligations), and that all or a portion of the proceeds derived by the County from such obligations will be applied to reimburse the County for funds advanced by it for such purpose and from the fund described above from and after the date of this resolution.

Motion carried unanimously.

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AGENDA #18

ADOPT RESOLUTION AND ORDER AUTHORIZING  
ISSUANCE OF UP TO \$25,000,000 PRINCIPAL AMOUNT OF  
GENERAL OBLIGATION IMPROVEMENT WARRANTS, SERIES 2012-C/

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AUTHORIZE FILING PETITION TO VALIDATE WARRANTS

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board adopt the following resolution and order:

**BE IT RESOLVED and ORDERED** by the County Commission (the "Commission") of Mobile County, Alabama (the "County"), as follows:

ARTICLE I

DEFINITIONS, USE OF WORDS AND  
PHRASES, AND FINDINGS BY THE COUNTY

Section 1.1 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:

**"Authorizing Law"** means Chapter 28 of Title 11, Code of Alabama, 1975.

**"Bank"** means Regions Bank, a state banking corporation having a principal corporate trust office in Mobile, Alabama, in its role as Warrant Registrar and Paying Agent and Depository for certain funds and accounts established hereunder.

**"Beneficial Owner"** means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Warrants (including persons holding Warrants through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Warrants for federal income tax purposes.

**"Business Day"** means any day other than a Saturday, Sunday or day on which banking institutions are required or authorized to close in the City of Mobile, Alabama, or New York, New York.

**"Capital Improvements"** means the improvements described in Section 1.3(a) hereof (as such description may be amended by the Commission pursuant to Section 8.4 hereof), the costs of which are to be paid, in whole or in part, out of the proceeds of the sale of the Warrants.

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

**"Commission"** means the governing body of the County as from time to time constituted.

**"County"** means the political subdivision of the State of Alabama known as Mobile County as it now exists, and any political



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subdivision resulting from any merger or consolidation thereof with any other political subdivision.

**"Direct Participant"** means securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations which participate in the Securities Depository with respect to the Warrants.

**"Economic Development Amendment"** means the amendment to the Constitution of Alabama proposed by Act No. 2004-94, adopted at the 2004 Regular Session of the Legislature of Alabama and ratified on November 2, 2004, codified as Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901.

**"Economic Development Project"** means the County's payments toward the project described in Section 1.3(c) hereof, as provided in the Economic Development Project Agreement.

**"Economic Development Project Agreement"** means that certain Site Location and Development Agreement, dated July 12, 2012, by and among Airbus Americas, Inc., the County, the State of Alabama, Mobile Airport Authority, the City of Mobile, the Alabama State Port Authority, The Industrial Development Board of the City of Mobile, Alabama, the Mobile Area Chamber of Commerce and certain agencies of the State of Alabama.

**"Eligible Investments"** means (a) Governmental Obligations, (b) certificates of deposit issued by banks or trust companies having at the time of the deposit combined capital, surplus and undivided profits of not less than \$5,000,000, (c) and funds consisting of undivided interests in Governmental Obligations offering maturities of one day or more.

**"Government Obligations"** means direct obligations of the United States of America and obligations unconditionally guaranteed by the United States of America.

**"Improvements Fund"** means the special account of the County created under Section 7.1 hereof.

**"Interest Payment Date"** means any February 1 or August 1, prior to payment of the Warrants.

**"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 2.7 hereof, for the payment of Overdue Interest.

**"Record Date"** means, as to any Interest Payment Date, the January 15 or July 15 immediately preceding such Interest Payment Date.

**"Redemption Date"** means the date on which Warrants shall be called for redemption prior to their stated maturities under any of the provisions hereof.

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**"Redemption Price"** means the price at which Warrants may be redeemed on a Redemption Date.

**"Securities Depository"** has the meaning given that term in Section 2.10 hereof.

**"Warrant Holder"** or **"Holder"** means the registered holder, from time to time, of any of the Warrants.

**"Warrants"** means the County's General Obligation Improvement Warrants, Series 2012-C, as more particularly described in Section 2.2 hereof.

Section 1.2 Use of Words and Phrases. The following provisions shall be applied wherever appropriate herein:

Whenever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

"Hereby", "herein", "hereinafter", "hereof", "hereunder" and other equivalent words refer to this Resolution and Order as a whole and not solely to any particular portion thereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Section 1.3 Findings of Commission. Having made due and proper investigation of the matters hereinafter referred to, the Commission hereby finds and determines:

(a) The County has determined that it is necessary and in the interest of the public that it acquire, construct and install certain capital improvements as contemplated by its existing capital improvement plan, including specifically road and drainage projects, roof repair at Government Plaza, renovation of office space at Government Plaza and development and renovation of public parks (collectively, the "Capital Improvements").

(b) Pursuant to the Economic Development Amendment the County is authorized to grant public funds and things of value in aid of or to any individual, firm, corporation or business entity, public or private, for the purpose of promoting the economic and industrial development of the County.

(c) The County has heretofore found and declared that the Economic Development Project will promote the economic and industrial development of the County, and has entered into the Economic Development Project Agreement in order to provide assistance to Airbus Americas, Inc. under the terms and conditions of such Agreement.

(d) The County has determined that the total costs of the Capital Improvements and the Economic Development Project, together with the costs of issuance of the Warrants, will be in excess of the expected proceeds from the sale of the Warrants authorized herein.

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(e) The County does not have and does not expect to have in the near future, funds sufficient to enable it to pay all costs of acquisition, construction and installation of the Capital Improvements and the costs of the Economic Development Project. Since such improvements are urgently needed in the County, the County has determined to issue the Warrants herein authorized for the purpose of providing funds necessary to pay costs of such project.

(f) Pursuant to the Authorizing Law and the Economic Development Amendment, the County is authorized to issue its Warrants in order to finance the cost of the Capital Improvements and the Economic Development Project and to pledge for the security thereof proceeds of any tax or other revenue of the County.

(g) Immediately after the issuance of the Warrants, the total indebtedness of the County chargeable against the general debt limitation for the County prescribed by the Constitution of the State of Alabama (not including debt chargeable against the special tax debt limitation provided in Amendment 18 to such Constitution) will not be more than 5% of the assessed valuation of taxable property within the boundaries of the County for the last fiscal year (ended September 30, 2011).

## ARTICLE II

### AUTHORIZATION, DESCRIPTION, EXECUTION, PAYMENT AND FORM OF THE WARRANTS

Section 2.1 Authorization of the Warrants. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly the Authorizing Law and the Economic Development Amendment, and for the purposes of providing the funds needed to acquire, construct and install the Capital Improvements, paying the costs of the Economic Development Project, and paying the costs of issuance of the Warrants, there is hereby authorized to be issued by the County not in excess of \$25,000,000 in aggregate principal amount of its General Obligation Improvement Warrants, Series 2012-C.

Section 2.2 Description of the Warrants. The Warrants shall be issued only in fully registered form, without coupons, shall be dated the date of their initial issuance and delivery, shall be issued in principal amounts of \$5,000 or any integral multiple thereof, and shall be numbered from R-1 upwards in the order of their issuance and delivery. The Warrants shall bear interest from their date (or in the case of a Warrant registered in the name of a Holder on or after the first Interest Payment Date, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration) at rates specified and provided in a supplemental resolution duly adopted by the Commission, not to exceed 6% per annum (calculated on the basis of a 360-day year of twelve 30-day months), payable on each February 1 and August 1 until payment of the principal amount thereof, beginning February 1, 2013, and shall mature in the years 2013 through 2032, or some of such years, as shall be specified and in such amounts as shall be provided in a supplemental resolution duly adopted by the Commission.

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Section 2.3 Execution of the Warrants. The Warrants shall be executed in the name of the County by the manual or facsimile signatures of the president and each member of the Commission and of the clerk of the Commission inscribed or printed or otherwise reproduced thereon (it being herein provided that a condition to the validity of each Warrant is the manual execution on behalf of the Bank of the Registration Certificate endorsed on each Warrant). The seal of the Commission, as the official seal of the County, shall be impressed or printed or otherwise reproduced thereon and shall be attested by the aforementioned signature of the clerk of the Commission. The said officers are hereby directed to cause the Warrants to be executed and sealed in the manner provided by this section.

Section 2.4 Places and Medium of Payment of the Warrants. Principal of and interest on the Warrants shall be payable in lawful money of the United States of America. The principal of the Warrants shall be payable at the principal office of the Bank in Mobile, Alabama, upon presentation and surrender of the Warrants as the same become due and payable. Interest on the Warrants shall be payable by check or draft mailed by the Bank to the lawful holders of the Warrants at the address shown on the registry books of the Bank pertaining to the Warrants as of the Record Date.

Section 2.5 Form of the Warrants and Related Certificates. The Warrants, the certificate of registration thereof, the registration thereof as a claim against the Warrant Fund, and the form of assignment thereof shall be in substantially the following form, with appropriate changes therein to conform to the applicable provisions hereof:

(Form of Warrant)

[FORM OF CAPTION FOR SERIES 2012-C WARRANTS HELD  
IN BOOK ENTRY FORM]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Board or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. \_\_\_\_\_  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ALABAMA  
COUNTY OF MOBILE  
GENERAL OBLIGATION IMPROVEMENT WARRANT,  
SERIES 2012-C

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**Maturity Date**

**CUSIP No.**

**Interest Rate**

MOBILE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), for value received, hereby acknowledges that it is indebted in the principal sum of  
\_\_\_\_\_ Dollars

and hereby directs its Treasurer to pay (but solely out of the Warrant Fund referred to below) such principal sum to

\_\_\_\_\_  
or registered assigns, on the maturity date specified above or such earlier date as this Warrant may be called for redemption, and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof (or in the case of a Warrant registered in the name of the registered Holder hereof on or after February 1, 2013, as evidenced by the Certificate of Registration attached hereto, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration), until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on February 1 and August 1 in each year, beginning February 1, 2013 (each such date herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this Warrant and (to the extent legally enforceable) on any overdue installment of interest on this Warrant at the rate borne hereby.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Warrant Resolution hereinafter described, be paid to the person in whose name this Warrant is registered at the close of business on the fifteenth (15<sup>th</sup>) day of the month next preceding such Interest Payment Date.

The Warrants are being issued by means of a book-entry system with no physical distribution of warrant certificates to be made except as provided in the Warrant Resolution (as hereinafter defined). One warrant certificate, in the aggregate principal amount of each maturity of the Warrants, registered in the name of Cede & Co. as nominee of the DTC, is being issued and required to be deposited with DTC (or an authorized banking institution acceptable to DTC) and immobilized in its custody. The book-entry system will evidence ownership of the Warrants, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal, interest and any redemption premium payments to Beneficial Owners of the Warrants by participants of DTC will be the responsibility of such participants and other nominees of such Beneficial Owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, and to participants or persons acting through such participants. While Cede & Co. is the registered owner of this Warrant, notwithstanding the provisions herein contained, payment of principal, interest and any redemption premium on this Warrant

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will be made in accordance with the existing arrangements between the Paying Agent and DTC.

Subject to the foregoing paragraph payment of interest on this Warrant due on each Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Warrant Register maintained with respect to the Warrants. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) this Warrant and payment of accrued interest on this Warrant due upon redemption shall be made only upon surrender of this Warrant at a principal corporate trust office of the hereinafter described Bank in Mobile, Alabama. Upon the terms and conditions provided in the Warrant Resolution, the Holder of any Warrant or Warrants in an aggregate principal amount of not less than \$500,000 may request that payment of interest on such Warrant or Warrants be made by wire transfer to an account of such Holder maintained at a bank in the

continental United States or by any other method providing for same-day funds that is acceptable to the Bank. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Warrant is one of the duly authorized issue of warrants of the County, aggregating \$\_\_\_\_\_ in principal amount, entitled "General Obligation Improvement Warrants, Series 2012-C" (the "Warrants") and issued under and pursuant to a resolution and order duly adopted by the governing body of the County (the "Warrant Resolution") and the constitution and laws of the State of Alabama, including particularly Chapter 28 of Title 11 of the Code of Alabama, 1975, and the amendment to the Constitution of Alabama proposed by Act No. 2004-94, adopted at the 2004 Regular Session of the Legislature of Alabama and ratified on November 2, 2004, codified as Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Resolution.

The Warrant Resolution provides that Regions Bank, a state banking corporation with a principal corporate trust office in the City of Mobile, Alabama (the "Bank"), will serve as Paying Agent and Registrar with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Resolution. For purposes of this Warrant and the Warrant Resolution, the principal office of the Bank shall mean the office where the Bank maintains its principal corporate trust office in Mobile, Alabama, or such other office as shall be designated by the Bank by written notice to the County and the Holders of the Warrants.

The indebtedness evidenced by the Warrants is a general obligation of the County for the payment of which the full faith and credit of the County have been irrevocably pledged, pro rata

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and without preference or priority of one Warrant over another.

Pursuant to the Warrant Resolution, the County has established a special fund for the payment of debt service on the Warrants (the "Warrant Fund") that will be held by the Paying Agent. The County has obligated itself to pay or cause to be paid into the Warrant Fund from taxes or from other revenues or general funds of the County sums sufficient to provide for the payment of debt service on the Warrants as the same becomes due and payable.

The Warrants having stated maturities on or after August 1, 2023 will be subject to redemption prior to maturity at the option of the County, on August 1, 2022 and on any date thereafter, as a whole or in part at the redemption price equal to 100% of the principal amount of each Warrant (or principal portion thereof) redeemed, plus accrued interest to the date fixed for redemption.

[Insert provision for mandatory sinking fund redemption, if appropriate]

If less than all Warrants then outstanding are called for redemption, the County shall specify the principal amount of Warrants and the maturities or portions thereof to be redeemed, and those Warrants (or portions thereof) of a single maturity to be redeemed shall be selected by the Bank by lot.

Written notice of the call for redemption of this Warrant (or portion of the principal thereof) shall be forwarded by registered or certified mail to the registered owner hereof, not less than thirty (30) or more than (60) days prior to the date fixed for redemption. In the event that less than all the outstanding principal of this Warrant is to be redeemed, the registered Holder hereof shall surrender this Warrant to the Bank in exchange for a new Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion hereof. Upon the giving of notice of redemption in accordance with the provisions of the Warrant Resolution, the Warrants (or principal portions thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Warrant Resolution to the contrary notwithstanding, and the Holders thereof shall then and there surrender them for payment, and all future interest on the Warrants (or principal portion thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Warrants are so presented.

This Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Bank, as Registrar and Transfer Agent of the County, and only upon surrender of this Warrant to such Registrar for cancellation, and upon any such transfer a new Warrant of like tenor herewith will be issued to the transferee in exchange therefor, all as more particularly described in the Warrant Resolution. Each Holder hereof, by receiving or accepting this Warrant, shall consent and

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agree and shall be estopped to deny that this Warrant may be transferred only in accordance with the provisions of the Warrant Resolution. Provision is also made in the Warrant Resolution for the exchange of Warrants for a like aggregate principal amount and in authorized denominations, all upon the terms and subject to the conditions set forth in the Warrant Resolution.

If this Warrant is called for redemption pursuant to the provisions of the Warrant Resolution the Registrar shall not be required to register or transfer this Warrant during the period of sixty (60) days next preceding the date fixed for redemption.

Registration, transfer and exchange of Warrants, other than to replace mutilated, lost, stolen or destroyed Warrants, shall be without expense to the Holder or transferee, but the Holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange.

It has been ascertained and found, and it is hereby certified and recited, that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed or happen precedent to or in the issuance of this Warrant and the creation of the indebtedness evidenced and ordered paid hereby exist, have been performed and have happened, that such indebtedness has been registered as a claim against the Warrant Fund and is lawfully due without condition, and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness of the County, was when incurred and is now within every debt and other limit prescribed by the constitution and laws of Alabama.

Unless the Registration Certificate hereon as been executed by the Bank, as Registrar for the Warrants, by manual signature, this Warrant shall not be entitled to any benefit under the Warrant Resolution or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the County has caused this Warrant to be executed with the signatures of the President and each member of the County Commission and by the Administrator and Clerk of the County Commission, has caused its corporate seal to be hereunto impressed, and has caused this Warrant to be dated July 23, 2012.

MOBILE COUNTY, ALABAMA

(SEAL)

By \s\Connie Hudson  
President of the County Commission

\s\ Merceria Ludgood  
Member of the County Commission

\s\ Mike Dean  
Member of the County Commission

\s\ John Pafenbach  
Administrator and Clerk of the  
Mobile County Commission



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(Form of Registration as Claim Against Warrant Fund)

I hereby certify that this Warrant has been registered by me as a claim against the Warrant Fund referred to in this Warrant.

\s\ Albert Sessions  
Treasurer, Mobile County, Alabama

(Form of Registration Certificate)

DATE OF REGISTRATION:

This Warrant was registered in the name of the above-registered owner on the registration date set forth above.

REGIONS BANK, Mobile, Alabama

By: \_\_\_\_\_  
Its Authorized Officer

(Form of Validation Certificate)

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Mobile County, State of Alabama, entered the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Clerk of Said Court

Abbreviations, when used in the inscription on this Warrant or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

As tenants in common  
As tenants by the entirety  
As joint tenants with right of survivorship  
and not as tenants in common and not

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as community property

\_\_\_\_\_  
(Custodian) (Minor)  
under Uniform Transfer to Minors  
Act \_\_\_\_\_  
(State)

Additional abbreviations may be used although not in the above list.

(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 the  
Bond on the books of the within mentioned Bank.  
Dated this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Signature guaranteed:  
(Bank, Trust company or Firm)  
By: \_\_\_\_\_  
(Authorized Officer)

Its 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 2.6 Home Office Payment Agreement. Upon the  
written request of the Holder of any Warrant or Warrants  
having an aggregate principal amount of not less than  
\$500,000, the Bank will make payment of interest due on such  
Warrant or Warrants upon any Interest Payment Date by wire  
transfer to an account of such Holder maintained at a bank  
in the continental United States or by any other method  
providing for payment in same day funds that is acceptable  
to the Bank, provided that payment of the principal of and  
redemption premium (if any) on such Warrant or Warrants shall  
be made only upon surrender of such Warrant or Warrants to  
the Bank, as Paying Agent.

Section 2.7 Interest After Payment Due Date. The

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Warrants, any premium thereon and, to the extent legally enforceable, overdue installments of interest thereon, shall bear interest after the maturity dates thereof until paid or until money sufficient for the payment thereof shall have been deposited for that purpose with the Bank, at the respective rates borne thereby.

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

(a) Not less than ten (10) days following receipt by the Bank of immediately available funds in an amount sufficient to enable the Bank to pay all Overdue Interest, the Bank shall fix an Overdue Interest Payment Date for payment of such Overdue Interest, which date shall be not more than twenty (20) days following the expiration of the ten-day period after receipt of funds by the Bank;

(b) Overdue Interest shall be paid by check or draft mailed by the Bank to the persons in whose names the Warrants were registered in the registry books of the Bank pertaining to the Warrants on the Overdue Interest Payment Date.

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

Section 2.8 Temporary Warrants. Pending the preparation of definitive Warrants the County may execute, and upon request of the County the Bank shall register and deliver, temporary Warrants which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Warrants in lieu of which they are issued, but numbered from T-1 upwards, without other identification numbers, and with such other appropriate insertions, omissions, substitutions and other variations as the officers executing such Warrants may determine, as evidenced by their execution of such Warrants.

Any such temporary Warrants shall be executed by the manual signatures of each member of the Commission as required in Article II of this Ordinance and be executed and attested by the clerk of the Commission. All such temporary Warrants shall have impressed thereon the seal of the County.

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If temporary Warrants are issued, the County will cause definitive Warrants to be prepared without unreasonable delay. After the preparation of definitive Warrants, the temporary Warrants shall be exchangeable for definitive Warrants upon surrender of the temporary Warrants at the principal office of the Bank, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Warrants the County shall execute and the Bank shall authenticate and deliver in exchange therefor a like principal amount of definitive Warrants of authorized denominations. Until so exchanged, temporary Warrants shall in all respects be entitled to the security and benefits of this Warrant Resolution.

Section 2.9 Payments Due on a Day Other Than a Business Day. If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding date which is a Business Day with the same effect as if made on the day such payment was due.

Section 2.10 Book Entry System. The County may from time to time enter into, and discontinue, an agreement with a "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended (a "Securities Depository"), which is the owner of the Warrants, to establish procedures with respect to the Warrants, not inconsistent with the provisions of this Warrant Resolution; provided, however, that any such agreement may provide:

- (a) that such Securities Depository is not required to present a Warrant to the Bank in order to receive a partial payment of principal;
- (b) that a legend shall appear on each Warrant so long as the Warrants are subject to such agreement; and
- (c) that different provisions for notice to such Securities Depository may be set forth therein.

So long as an agreement with a Securities Depository is in effect, the County, the Bank and any paying agent or bond registrar shall not have any responsibility or liability with respect to the payment of principal, purchase price, premium, if any, or interest on the Warrants to the Beneficial Owners or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or any payments made to such Beneficial Owners.

### ARTICLE III

#### GENERAL OBLIGATION; PROVISION FOR PAYMENT OF WARRANTS

Section 3.1 General Obligation. The indebtedness evidenced by the Warrants is and shall be a general obligation of the County and the full faith and credit of the County are hereby irrevocably pledged to the payment of the principal thereof and interest thereon.

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Section 3.2 Continued Levy of Taxes; Maintenance of Warrant Fund. The County agrees that, so long as the principal of or interest on any of the Warrants remains unpaid, the County will annually levy and collect taxes, insofar as such taxes may be permitted by the present or any future provisions of the Constitution and laws of Alabama, in such amounts as may be necessary to provide for the payment of the principal of and interest on the Warrants. The County further agrees that so long as the principal of or interest on any of the Warrants remains unpaid it will deposit in the Warrant Fund with respect to such Warrants, not later than the Business Day next preceding an Interest Payment Date, an amount which, when added to the amounts then on deposit in such Warrant Fund, will equal the principal and interest due with respect to the Warrants on such Interest Payment Date.

Section 3.3 Provision for Payment of Warrants.

(a) If the principal of and interest on the Warrants is paid in accordance with the terms of the Warrants and this Resolution, then all covenants, agreements and other obligations of the County to the Holders of such Warrants shall thereupon cease, terminate and become void and be discharged and satisfied. In such event the Bank shall pay to the County any surplus remaining in the Warrant Fund.

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 3.3 if

(1) the County and the Bank (or another bank acting as trustee) enter into an appropriate trust agreement under which there shall be deposited, for payment or redemption of such Warrants and for payment of the interest to accrue thereon until maturity or redemption, and any redemption premium thereon, Government Obligations and cash or any combination of cash and Government Obligations which, together with the income to be derived from such, will produce monies sufficient to provide for the payment, redemption and retirement of such Warrants as and when the same become due;

(2) the County shall have adopted all necessary proceedings providing for the redemption of any such Warrants that are required to be redeemed prior to their respective maturities and shall have instructed the Bank or other trustee under the aforesaid trust agreement to provide such notices of redemption as are required under this Resolution;

(3) The County and the Bank shall have been furnished with an opinion of nationally recognized bond counsel to the effect that the creation of any such trust will not result in subjecting to federal income taxation the interest on any of the Warrants that are to be paid in accordance with such trust; and

(4) The County and the Bank shall have been furnished

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a certificate of a firm of certified public accountants satisfactory to the Bank stating that such trust will produce monies sufficient to provide for the full payment and retirement of such Warrants as and when the principal of and interest and redemption premium (if any) on such Warrants shall come due.

Section 3.4. Retention of Moneys for Payment of Warrants. The amounts held by the Bank 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 Bank for the holders of the Warrants entitled thereto, and for the purposes of this Ordinance 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 this Ordinance shall thereupon cease and terminate, 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, redemption 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 Bank shall return to the County any moneys theretofore held by it for payment of such Warrant or such interest, subject to applicable laws of escheat.

#### ARTICLE IV

##### REDEMPTION PROVISIONS

Section 4.1 Redemption of the Warrants. Those of the Warrants having stated maturities on or after August 1, 2023 will be subject to redemption prior to maturity at the option of the County, on August 1, 2022 and on any date thereafter, as a whole or in part at the redemption price equal to 100% of the principal amount of each Warrant (or principal portion thereof) redeemed, plus accrued interest to the date fixed for redemption.

The Warrants of one or more maturities may be subject to mandatory redemption, to the extent and as shall be provided in a supplemental resolution duly adopted by the Commission.

In the event that less than all of the principal of the Warrants is redeemed and prepaid, those maturities to be redeemed shall be designated by the County at its discretion. In the event that less than all of the principal of the Warrants of a single maturity is to be redeemed and prepaid, the Bank shall, by lot, select that portion of the principal of the Warrants of such maturity to be redeemed and prepaid. Any such partial redemption shall be in principal amounts of \$5,000 or multiples thereof.

Section 4.2 Procedure for Redemption; Resolution Authorizing Redemption. Not more than sixty (60) or less than thirty (30) days prior to the Redemption Date, the County

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(or the Bank on behalf of the County) shall give, or cause to be given, written notice of such redemption and prepayment by United States mail, registered or certified, to the Holders of each of the Warrants 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 Registrar, stating that the Warrants (or principal portions thereof) have been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date and that all interest thereon will cease to accrue after the Redemption Date. Such notice shall also contain the warrant numbers and any identification numbers of the Warrants or portions thereof to be redeemed and the place where such Warrants are to be surrendered for payment. The holders of any of the Warrants to be redeemed may waive the requirements for notice with respect to the Warrants held by them without affecting the validity of the call for redemption of any other Warrants. The County shall cause to be paid and made available at the office of the Bank, on or prior to the Redemption Date the total Redemption Price of the Warrants (or portions thereof) so called for redemption on such date. Out of the moneys so deposited with it, the Bank shall make provision for payment of the Warrants (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

In addition to the foregoing notice, further notice shall be given by or on behalf of the County to all registered securities depositories and to one or more national information services that disseminate notices of redemption of obligations such as the Warrants. No defect in the further notice required in this paragraph, and no failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as described in the first paragraph of this Section 4.2.

Any optional redemption or prepayment of the Warrants or any portion thereof shall be effected upon a call by the County, as evidenced by a Resolution of the Commission, for redemption and prepayment of the Warrants to be so redeemed, which Resolution shall state (i) that the County is not in default in the payment of the principal of or interest on any of the Warrants or (ii) that all of the Warrants then outstanding are to be retired on the Redemption Date.

Section 4.3 Result of Redemption of Warrants. Upon compliance with the requirements set forth in this Article IV, and if the County is not on the Redemption Date in default in the payment of the principal of or interest on the Warrants, the Warrants (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price and on the Redemption Date specified in the notice provided for in Section 4.2, and the Holders thereof shall then and there surrender them for redemption; provided, however, that in the event that less than all of the outstanding principal of any Warrant is to be redeemed, the registered Holder thereof shall surrender the Warrant that is to be prepaid in part to the Bank in exchange, without expense to the Holder, for a new Warrant of like tenor except

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in a principal amount equal to the unredeemed portion of the Warrant. All future interest on the Warrants (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date.

## ARTICLE V

### REGISTRATION AND TRANSFER OF THE WARRANTS

Section 5.1 Registration and Transfer of the Warrants. The Warrants shall be registered as to both principal and interest. Each Warrant shall have endorsed thereon a registration certificate substantially in the form provided in Section 2.5 hereof, and a condition to the validity of each Warrant shall be the manual execution of such certificate on behalf of the Bank. The Bank is hereby appointed as the Registrar and Transfer Agent for the Warrants, and shall be authorized to keep at its office proper registry books in which it shall register the Warrants, as to both principal and interest, noting the registry on the Warrants so presented. Such registration shall conclusively designate the Warrant Holder as the sole person to whom or on whose order the payment of the principal of and interest on the Warrants so registered may be made. After such registration no transfer of a Warrant so registered shall be valid unless it is presented at the said office with written power to transfer, properly stamped if required, in form and with guaranty of signature satisfactory to the Registrar, and such new registration noted thereon by the Registrar. If any Warrant shall be duly called for redemption pursuant to the provisions hereof, the Registrar shall not be required to transfer such Warrant during the period of sixty (60) days next preceding the date fixed for its redemption.

Section 5.2 Exchange of Warrants. Upon request of the Holder of any Warrant, the County shall execute, and the Bank shall register and deliver, upon surrender to the Bank of the Warrant or Warrants, in exchange therefor, a Warrant or Warrants of like tenor in different authorized principal amounts (of \$5,000 or integral multiples thereof), 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 persons surrendering such Warrant or Warrants.

Section 5.3 Costs of Registration, Transfer and Exchange. The registration, transfer and exchange of Warrants (other than pursuant to Section 5.5 hereof) shall be without expense to the Holder or transferee. In every case involving a transfer, registration or exchange, such Holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange.

Section 5.4 Effect of Registration. The County, the Registrar, and the Paying Agent may deem and treat the person in whose name a Warrant is registered on the books of the Registrar as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all



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payments by any of them to the person in whose name a Warrant is registered shall, to the extent of such payment, fully discharge all liability thereof.

Section 5.5 Replacement of Mutilated, Lost, Stolen or Destroyed Warrants. In the event that any Warrant is mutilated, lost, stolen or destroyed, the County may execute and deliver a new Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided, that (a) in the case of any such mutilated Warrant, such Warrant is first surrendered to the County and the Bank, and (b) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the County and the Bank evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The County may charge the Holder with the expense of issuing any such new Warrant.

Section 5.6 Provisions with Respect to Bank. (a) Appointment of Bank and Acceptance of Duties. The Bank is herein designated and appointed and shall act as registrar, transfer agent and payment agent with respect to the Warrants. By its acceptance of such duties hereunder, the Bank shall accept and agree to perform the duties required by this Resolution, subject, however, to the following conditions:

(i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Resolution, and no implied covenants or obligations shall be read into this Resolution against the Bank.

(ii) In the absence of bad faith or negligence on its part, the Bank 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 Bank and conforming to the requirements of this 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 Bank, the Bank shall be under a duty to examine the same to determine whether they conform to the requirements of this Resolution.

(iii) The Bank shall perform the duties imposed by this Resolution and exercise the rights and powers vested in it by this Resolution in accordance with the same degree of care and skill in the performance of such duties as in the conduct of its own affairs.

(iv) No provision of this Resolution shall be construed to relieve the Bank from liability for its own gross negligence or willful misconduct, except that no provision of this Resolution shall require the Bank 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.

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(v) The Bank 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.

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

(vii) Any action taken by the Bank 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.

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

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

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

(xi) The Bank 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.

(xii) The Bank 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.

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

(b) Resignation by Bank. The Bank and any successor Bank may resign and be discharged from the duties under this Resolution by causing written notice specifying the effective date, postage prepaid, to the County and to every Holder of a Warrant. Unless the effective date of the Bank's resignation shall coincide with the appointment of a successor Bank by the Holders of the Warrants as herein provided, such date shall be at least sixty (60) days after the date on which notice to the County and the Holders of the Warrants shall have been mailed.

(c) Removal of Bank. The Bank may be removed at any time by an instrument or concurrent instruments in writing delivered to the Bank and to the County and signed by the Holders of a majority in aggregate principal amount of the Warrants then outstanding.

(d) Appointment of Successor Bank; Interim Bank. In

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case the Bank shall resign, be removed, be dissolved, be in course of dissolution of 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 Holders of a majority in aggregate principal amount of the 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 Bank to be incapable of acting, the County, by an instrument signed by the President of the Commission, shall appoint an interim Bank to serve until a successor Bank 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 Bank, the County will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the County shall immediately and without further act be superseded by the Bank appointed by the holders of the Warrants.

The County shall cause notice of the appointment of an interim Bank, 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 Bank, 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 Bank. Every interim or successor Bank appointed pursuant to this Section shall be a trust company or bank which is qualified to perform all duties of the Bank under this 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 Bank upon reasonable or customary terms.

(e) Concerning any Successor Bank. Every successor Bank shall execute, acknowledge and deliver to its predecessor and also to the County an instrument in writing accepting its appointment as Bank hereunder, and thereupon such successor Bank, 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 Bank, execute and deliver an instrument transferring to such successor Bank all rights, powers and interests of such predecessor hereunder; and every predecessor Bank shall deliver all securities and moneys held by it as Bank hereunder to its successor.

(f) Merger or Consolidation of Bank. Any corporation into which the bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank, shall be the successor

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of the Bank 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 Bank then in office, any successor by merger or consolidation to such Bank may adopt the registration of such Warrants and deliver such Warrants with the same effect as if such successor Bank had itself registered such Warrants.

(g) Compensation of Bank. Subject to the provisions of any separate agreement with the Bank, the County shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this 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 VI

##### EXECUTION AND DELIVERY OF THE WARRANTS; USE OF PROCEEDS THEREFROM

Section 6.1 Validation of Bonds. In order to carry out the issuance of the Warrants for the purposes hereinabove stated, and pursuant to the constitution and laws of the State of Alabama, the President of the Commission is hereby authorized and directed to file or cause to be filed on behalf of the County, a petition for the purpose of determining the legality and validity of the Warrants and all matters related to the issuance and payment thereof, all in accordance with Article 17, Chapter 6, Title 6 of the Code of Alabama 1975, as amended.

Section 6.2. Authority to Execute and Deliver the Warrants. Upon receipt of a final, nonappealable order of validation thereof, the President of the Commission and the Administrator and Clerk of the Commission are hereby authorized and directed to cause the Warrants to be executed, sealed and attested as provided herein and delivered to the purchaser thereof upon payment to the County of the sale price therefor.

Section 6.3 Application of Proceeds of Sale; Additional Sums. The gross proceeds derived from the sale of the Warrants shall be deposited into the Improvements Fund and applied for the purposes described in Section 7.1.

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ARTICLE VII

CREATION OF CAPITAL IMPROVEMENTS ACCOUNT  
AND WARRANT FUND; COVENANTS WITH  
RESPECT TO WARRANT PROCEEDS

Section 7.1 Improvements Fund. There is hereby created a special account, the full name of which shall be the "Mobile County Improvements Fund, 2012." The Improvements Fund shall be maintained as a separate fund until the moneys in said fund shall have been fully expended as hereinafter provided. Regions Bank, Mobile, Alabama is hereby designated as the Depository of the Improvements Fund; provided, that the Commission may from time to time appoint one or more additional depositories and thereafter and from time to time direct that any or all of the amounts on deposit in the Improvements Fund be held by such Depositories. Any such Depository shall be a bank or trust company authorized to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation (or any successor agency of the United States of America). The County will apply the moneys in the Improvements Fund solely for payment of costs of issuance of the Warrants, costs of the acquisition, construction and installation of the Capital Improvements and the costs of the Economic Development Project, as and when such costs become due and payable.

Moneys may be withdrawn from the Improvements Fund by check, draft or order, signed on behalf of the County by its duly authorized officers. The Depository or Depositories shall be fully protected in paying out any moneys at the time on deposit in the Improvements Fund on checks, drafts or orders signed as hereinabove provided by an authorized officer of the County, and the said depository shall not be liable for the misapplication by the County of any moneys at any time forming a part of the Improvements Fund if such moneys shall be so disbursed without knowledge or reason on the part of said depository to believe that such disbursement constitutes a misapplication of funds.

Section 7.2 Warrant Fund. There is hereby created a special account, the full name of which shall be the "Mobile County Warrant Fund, 2012C." The Warrant Fund shall be maintained as a separate fund until payment in full of the principal of and interest on the Warrants. The Bank is hereby designated as the custodian of the Warrant Fund.

On or before the Business Day next preceding any Interest Payment Date, the County shall deposit into the Warrant Fund an amount which, when added to the amounts already on deposit therein, will be sufficient to provide

for the payment of all principal of and interest on the Warrants coming due on such Interest Payment Date. Monies

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deposited in the Warrant Fund shall be used by the Bank for the payment of principal and interest of the Warrants, and for no other purpose until the payment in full of the Warrants.

Section 7.3 Investment of Moneys in Accounts. So long as the County shall not be in default hereunder it may, at any time and from time to time as it in its sole discretion shall deem advisable, cause to be invested in Eligible Investments any or all of the moneys in the Warrant Fund; provided, that each such investment in the Warrant Fund shall mature not later than the Interest Payment Date next following the date such investment is made. The County may, at any time and from time to time, invest any or all moneys in the Improvements Fund in Eligible Investments or in such other investments as shall at the time be permitted under the laws of the State of Alabama for county funds. In the event of any such investment, the securities in which the investment is made shall become a part of the fund in which they are held and, subject to the obligation of the County to make rebate payments as provided in Section 7.5, shall be held by the depository for the moneys so invested to the same extent as if they were moneys on deposit in such fund. The County may at any time and from time to time cause any securities in which any such investment shall be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the fund in which the investment was held. Each depository for the Warrant Fund or Improvements Fund shall be fully protected in making investments, sales, and conversions of any such securities upon written direction given to it by the Commission or its designee.

Section 7.4 Security for Funds. Any money on deposit in any fund or account or held by the Bank or any other custodian pursuant to this Resolution shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the County and the Holders by holding on deposit as collateral security direct obligations of the United States of America or obligations unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of public funds under the regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or, to the extent permitted thereunder, in accordance with the Security for Alabama Funds Enhancement Act, codified as Title 41, Chapter 14A of the Code of Alabama 1975.

Section 7.5 Covenants with Respect to Exemption of Interest from Federal Income Taxation; Non-Arbitrage Covenant. The County acknowledges and agrees that the Warrants are to be issued in compliance with the conditions necessary for the interest income thereon to be exempt from federal income taxation pursuant to the relevant provisions

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of the Code. The County hereby covenants and agrees as follows:

(a) It will not use or apply the proceeds of the Warrants or direct the investment of moneys in any funds or accounts established or maintained with respect to the Warrants in such manner as to constitute any Warrant an "arbitrage bond" within the meaning of Section 148 of the Code;

(b) It will make timely rebate payments to the United States of America with respect to any "excess" arbitrage profits as required by Section 148(f) of the Code;

(c) It will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as any Holder shall reasonably request in writing, which records shall be furnished to any Holder upon its request;

(d) It will, within 60 days after a written request of the Bank therefor, furnish to the Bank and to any Holder a certificate by an independent certified public accountant or opinion of nationally recognized bond counsel stating that as of such date it had made all rebate payments to the United States of America necessary to prevent the Warrants from becoming "arbitrage bonds" under Section 148(f) of the Code;

(e) Proceeds of the Warrants shall not be used in any private business use, payment of the Warrants shall not be secured by, or derived from, property used in a private business use, and proceeds of the Warrants shall not be used to make or finance loans to persons other than governmental units, in any case that would cause the Warrants to be or become private activity bonds, as defined in Section 141 of the Code;

(f) It will not cause or permit the Warrants to be federally guaranteed, within the meaning of Section 149(b) of the Code; and

(g) It will not in any other way cause or permit the proceeds of the Warrants to be used in a manner which would cause the interest on the Warrants to lose the exemption from federal income taxation as provided under the Code and the applicable regulations thereunder and will comply with all applicable provisions of the Code (including, without limitation, the provisions relating to post-issuance actions affecting tax exemption) to the extent necessary for interest on the Warrants to be excludable from gross income of the holders thereof.

#### ARTICLE VIII

#### APPROVAL OF OFFICIAL STATEMENT; APPROVAL OF SALE; MISCELLANEOUS PROVISIONS

Section 8.1 Official Statement. The Administrator and Finance Director of the County are hereby authorized and

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directed to cause to be prepared a Preliminary Official Statement with respect to the Bonds, and prior to any distribution of such Preliminary Official Statement the President of the Commission is authorized to deem such Preliminary Official Statement final within the meaning of Securities and Exchange Commission Rule 15c2-12.

Section 8.2 Investment Bankers. The County hereby designates Raymond James & Associates, Inc. and Gardnyr Michael Capital, Inc. as investment bankers for the Bonds.

Section 8.3 Further Acts. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Warrants and in the execution and delivery of the Official Statement or as contemplated by this Warrant Resolution.

The President of the Commission and the Administrator and Clerk are authorized and directed to prepare and furnish to the purchasers of the Warrants, when the Warrants are issued, certified copies of all the proceedings and records of the Commission relating to the Warrants, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Warrants as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

Section 8.4 Amendment of Description of Capital Improvements. The County may amend or change the description of the Capital Improvements contained in this Resolution and Order to modify or supplement the Capital Improvements to be financed by adoption of a resolution setting forth such amendment or change; provided, that the Capital Improvements as so amended or changed must be eligible for financing with proceeds of Warrants issued pursuant to the Authorizing Law, such amendment or change may not cause the amount of the Warrants chargeable against the County's constitutional limitation on indebtedness to increase, and any such amendment with respect to the Capital Improvements financed with the Warrants must not, in the opinion of nationally recognized bond counsel, adversely affect the tax exempt status of the Warrants.

Section 8.5 Contractual Provisions. The provisions of this Resolution shall constitute a contract between the County and the Holders at any time of the Warrants. Upon payment in full of the principal of and interest on the Warrants the obligations of the County hereunder shall cease with respect to such Warrants.

Section 8.6 Warrants Payable at Par. Each bank at



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which the Warrants may at any time be payable, by acceptance of its duties as paying agent there for, shall be construed to have agreed thereby with the Holders of the Warrants that all remittances made by it on the Warrants shall be made in bankable funds at par and without deduction for exchange, fees or expenses.

Section 8.7 Severability. The various provisions of this Resolution and Order are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution and order.

Section 8.8 Repeal of Conflicting Provisions. All resolutions, orders or parts thereof in conflict with this Resolution and Order are to the extent of such conflict are hereby repealed.

Upon motion duly made that the foregoing resolution and order be adopted and spread upon the minutes of this meeting, which motion was seconded, and, upon the said motion being put to vote, the following vote was recorded:

YEAS

NAYS

Commissioner Michael L. Dean  
Commissioner Connie Hudson  
Commissioner Merceria L. Ludgood

None

The chairman thereupon announced that the motion for adoption of the said resolution and order had been unanimously carried.

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AGENDA #19

AWARD BIDS

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board take the following action on bids:

award Bid #39-12, copy and computer paper for the County Commission, to Gulf Coast Office Products, Inc.

award Bid #40-12, OEM printer and fax supplies for the County Commission, to Sprot Printer Ribbons LLC, Olensky Brothers Office and Ameritech Print Management.

award Bid #41-12, meats to be delivered to the James T. Strickland Youth Center for August 2, 2012 and August 23, 2012, to Sysco Gulf Coast, Inc., for their bid in the amount of \$3,320.93.

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Motion carried unanimously.

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AGENDA #20

APPROVE EFP-129-12/CONTRACT/DUMAS  
WESLEY COMMUNITY CENTER/DISTRICT 1 FUNDS

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve EFP-129-12, contract with Dumas Wesley Community Center in the amount of \$2,400.00, from District 1 funds, to support basic operating expenses for a 12-step Narcotics Anonymous Recovery Program, beginning August 1, 2012, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #21

APPROVE EXECUTION OF PURCHASE AGREEMENT/  
SELL HOUSE LOCATED AT 227 OCTAVIA  
STREET, DAUPHIN ISLAND, ALABAMA

Commissioner Ludgood asked what was the purchase price?

Jay Ross, County Attorney, said \$29,000.00.

Commissioner Dean moved, seconded by Commissioner Ludgood, that the Board approve the execution of a purchase agreement to sell the house located at 227 Octavia Street, Dauphin Island, Alabama, contingent upon receipt of certificate of insurance, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #22

APPROVE CORRECTION TO JUNE 26, 2012  
MINUTES/AGENDA ITEM #28/AWARD OF BID

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve correction to the June 26, 2012 Minutes, Agenda Item #28, award of bid for Project MCR-2010-104, Woodland Avenue; correct project number should be Project MCR-2008-104.

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Motion carried unanimously.

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AGENDA #23

ADOPT RESOLUTION TO ENTER AGREEMENT/  
STATE OF ALABAMA/ALABAMA DEPARTMENT OF  
TRANSPORTATION/PROJECT STPMB-7550 ( )/CR-656  
(ZEIGLER BOULEVARD) FROM CR-70 (TANNER WILLIAMS  
ROAD) TO CR-31 (SCHILLINGER ROAD)/MCP-002-11

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board adopt the following resolution:

**BE IT RESOLVED**, by the Mobile County Commission of Mobile County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Utility and Construction Agreement for Project STPMB-7550 ( ), Project Reference Numbers 100055882 and 100055883 for additional lanes on CR-656 (Zeigler Boulevard) from CR-70 (Tanner Williams Road) to CR-31 (Schillinger Road) in the County of Mobile; which Agreement is before this Commission.

1. That the Agreement be executed in the name of the County, by the President of the County Commission, for and on its behalf.
2. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

**BE IT FURTHER RESOLVED**, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Motion carried unanimously.

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AGENDA #24

APPROVE CHANGE ORDER #2/LADAS  
CONSTRUCTION, LLC/PFP-2011-601/  
DAVIS PARK IMPROVEMENTS

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve Change Order #2 with Ladas Construction, LLC, for PFP-2011-601, Davis Park Improvements, for changes made during the project,

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increasing the contract in the amount of \$3,125.69, and authorize the Commission to execute the change order on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #25

AUTHORIZE ACQUISITION OF PROPERTY  
AND ACCEPTANCE OF RIGHT-OF-WAY EASEMENTS

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board authorize acquisition of property and acceptance of right-of-way easements from the following property owners, for the following projects:

Gerbera Drive, Project MCR-2010-307

Donna Lynn Pineda temporary  
easement

Tillman Drive, Project MCR-2010-307

William C. Barnhill & Carol A. Barnhill temporary easement

William C. Barnhill & Carol A. Barnhill temporary  
easement

Michael P. Chalot & Melissa Dawn Jemison temporary  
easement

Motion carried unanimously.

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AGENDA #26

ADOPT RESOLUTION ACCEPTING ROADS AND  
RIGHTS-OF-WAY/EAST PARK SUBDIVISION/  
ACCEPT WARRANTY DEED (DISTRICT 1)

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board adopt the following resolution:

**BE IT RESOLVED** by the Mobile County Commission that it

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accepts East Park Boulevard and Park Drive East in East Park Subdivision Amended Plat;

**BE IT RESOLVED**, that the Mobile County Commission also accepts road rights-of-way on East Park Boulevard and Park Drive East in this subdivision;

**BE IT RESOLVED**, that the streets and rights-of-way in East Park Subdivision, Amended Plat, are accepted together with the drainage system as it affects said roads, as shown on subdivision plat of East Park Subdivision, Amended Plat, according to map prepared by Rester and Coleman Engineers, Inc., dated April 11, 2011, as paved County roads to be maintained as part of the County Highway System and approved by the County Engineer, and accept Warranty Deed for the rights-of-way as shown on this plat. (1 lot, U.S. Highway 43, District 1)

Motion carried unanimously.

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AGENDA #27

APPROVE SUPPLEMENTAL AGREEMENT NO. 1/  
JAMES R. PAYNE, INC./PROJECT MCR-2010-308/  
BUTTERNUT DRIVE, VALLARIS STREET SOUTH,  
VALLARIS STREET NORTH AND VALLARIS STREET WEST

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve Supplemental Agreement No. 1 with James R. Payne, Inc., for Project MCR-2010-308, Butternut Drive, Vallaris Street South, Vallaris Street North and Vallaris Street West, for the addition of Item 619B1, 18" span, 11" rise side drain pipe end treatment, Class 1, 4:1 SLP, 50 @ \$550.00/each (\$27,500.00); Item 619B2, 22" span, 14" rise side drain pipe end treatment, Class 1, 4:1 SLP, 4 @ \$575.00/each (\$2,300.00); and the addition of Item 619B3, 29" span, 18" rise side drain pipe end treatment, Class 1, 4:1 SLP, 2 @ \$600.00/each (\$1,200.00), increasing the contract in the amount of \$31,000.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #28

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APPROVE RELOCATION AGREEMENT/  
KUSHLA WATER DISTRICT/PROJECT  
MCR-2010-109/EVANS ROAD

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve a relocation agreement for relocation of waterline facilities with Kushla Water District, to relocate water line within the right-of-way Project MCR-2010-109, Evans Road, for an estimated cost to the County in the amount of \$44,724.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #29

APPROVE RELOCATION AGREEMENT/  
SOUTH ALABAMA UTILITIES/PROJECT  
MCR-2010-206/NORTHWOODS DRIVE

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve a relocation agreement for relocation of waterline facilities with South Alabama Utilities, to relocate water line within the right-of-way Project MCR-2010-206, Northwoods Drive, for an estimated cost to the County in the amount of \$7,047.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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ACCEPT SUBGRANT AWARD #12-TF-AL-002/ALABAMA  
DEPARTMENT OF ECONOMIC AND COMMUNITY  
AFFAIRS (ADECA)/LABOR DAY WEEKEND "DRIVE  
SOBER OR GET PULLED OVER" CAMPAIGN

President Hudson asked if it required a local match?

John Pafenbach, County Administrator, said no.

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board accept the subgrant award #12-TF-AL-002 from the Alabama Department of Economic and Community Affairs (ADECA), for the Labor Day Weekend "Drive Sober or Get Pulled Over" Campaign in the amount of \$32,075.00 for the period August 17, 2012 through September 3, 2012, with no local match.

Motion carried unanimously.

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APPROVE CONTRACT/DRIVEN ENGINEERING,  
INC./BREWER CENTER PROPERTY/EQUALLY  
SPLIT AMONG COMMISSION DISTRICT FUNDS

President Hudson said they were looking to see if they could add some additional fields to the Brewer Center Property for expanding the baseball program.

Commissioner Dean moved, seconded by Commissioner Ludgood, that the Board approve a contract with Driven Engineering, Inc. in the amount of \$2,500.00 for work related to the Brewer Center Property, to be equally split among Commission District funds, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #30

COMMISSION ANNOUNCEMENTS  
AND/OR COMMENTS

President Hudson announced the names of the following employees who are retiring August 1, 2012: Scott Sheppard, Road & Bridge Department, Traffic Engineering, who has been with the County for twenty-four (24) years and three (3) months; Jerome Howard, who has been with Mobile County Sheriff's Department for twenty-one (21) years and six (6) months; and Donald Pettaway, who has been with the Custodial Department for twelve (12) years and two (2) months. She thanked them for their many years of dedicated service to the citizens of Mobile County and wished them her best.

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RECESS

Commissioner Ludgood moved, seconded by Commissioner Dean, that the Board approve a request for motion to recess its regular meeting until after the Indigent Care Board meeting.

Motion carried unanimously.

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The County Commission reconvened in regular session in the Government Plaza Auditorium, in the City of Mobile, Alabama, on Monday, July 23, 2012, at 10:30 A. M.

Commissioner Ludgood moved, seconded by Commissioner

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Dean, that the Board approve a request for motion to reconvene its regular meeting.

Motion carried unanimously.

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MOTION CALLING FOR EXECUTIVE SESSION

Jay Ross, County Attorney, said the basis of the Commission calling for an executive session was to discuss matters related to economic development and potential purchase and sale of real property by the County. He said an executive session was in compliance under the Alabama Open Meetings Act.

Commissioner Ludgood made a motion that the Commission convene in an executive session for the purpose of discussing matters related to economic development immediately following the regular meeting today, which motion was seconded by Commissioner Dean, and on roll call the following vote was registered:

YEAS	NAYS
Connie Hudson Merceria Ludgood Mike Dean	None

The Chairman thereupon announced that the motion had been unanimously carried.

Attending the executive session were: President Connie Hudson, Commissioner Merceria Ludgood and Commissioner Mike Dean; John F. Pafenbach, County Administrator/Clerk of the Commission, Jay Ross, County Attorney, Michelle Herman, Finance Director, and Peter Albrecht, Economic and Community Development Coordinator.

President Hudson advised that the Commission would not reconvene at the conclusion of the Executive Session.

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AGENDA #31

ADJOURN

There being no further business, the meeting was, on motion duly made, seconded and unanimously carried, adjourned.



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President of the County Commission

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Member of the County Commission

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Member of the County Commission

ATTEST:

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John F. Pafenbach, County Administrator