

April 12, 2021

MOBILE COUNTY COMMISSION

The Mobile County Commission met in regular session in the Government Plaza Auditorium, in the City of Mobile, Alabama, on Monday, April 12, 2021, at 10:00 A. M. The following members of the Commission were present: Merceria Ludgood, President, Connie Hudson and Randall Dueitt, Members. Also present were Glenn L. Hodge, County Administrator/Clerk of the Commission, Jay Ross, County Attorney, and W. Bryan Kegley II, County Engineer. President Ludgood chaired the meeting.

INVOCATION

The invocation was given by Minister Queen Gregory, Public Affairs Information Specialist.

President Merceria Ludgood: This morning we have some very special guests with us for recognition. We will begin first with a recognition of retirement for Dr. Tony G. Waldrop. Would you please join us down here?

Commissioner Connie Hudson: Good morning.

Dr. Tony G. Waldrop, President of University of South Alabama (USA): Good morning.

Commissioner Hudson: Come on up, Julee. We are so very pleased to have you here today. As I said before we came into the auditorium, the Commission wanted an opportunity to acknowledge you both; to acknowledge you, Dr. Tony G. Waldrop for your service at the University of South Alabama while serving as president, for the contributions you have made to our community by both of you, and for your friendship. As I mentioned, this is going to be bittersweet because they have become an integral part of the Mobile County community and have become such good friends to us. It is hard to see you leave us, but we do wish you the very best. I know everybody works so hard for so long for retirement and that is where you are now. Except for Dr. Julee Briscoe Waldrop as she is embarking on a new career. In acknowledgement of what you have meant to our community, we have a resolution to present you.

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**COMMENDATION OF PROFESSIONAL ACHIEVEMENT
FOR DR. TONY G. WALDROP,
PRESIDENT OF THE UNIVERSITY OF SOUTH ALABAMA**

WHEREAS: The Mobile County Commission does hereby recognize Dr. Tony G. Waldrop, President of the University of South Alabama (USA), for his outstanding contributions as a researcher, teacher, and administrator in higher education for more than 30 years; we take this moment to acknowledge and commend his outstanding dedication, leadership, and commitment to Mobile County; **AND**

WHEREAS: Dr. Waldrop was named the third president at USA on February 2, 2014; under his leadership, USA has achieved significant growth and enhancement; among his noteworthy accomplishments, USA has significantly increased graduation rates and retention rates for freshmen students; he has also created new partnerships with community stakeholders, focused on diversity and inclusion, and the expansion of USA Health; **AND**

WHEREAS: He has been the driving force behind the development of several programs, which included bringing academic medicine to more patients through the primary care network of University Hospital; Dr. Waldrop helped spearhead the Upward and Onward fundraising campaign that was completed in 2020 and exceeded its goal by raising nearly \$161 million; more than \$35 million was raised for scholarship funding and capital projects, including the construction of Fanny Meisler Trauma Center, the MacQueen Alumni Center, and USA's first on-campus football stadium, Hancock Whitney Stadium; **AND**

WHEREAS: Dr. Waldrop has earned the respect and gratitude of his colleagues, as well as regional, state, and local leaders including the public at large for his adherence to the highest standards of ethical conduct and for his steadfast devotion to the betterment of USA; **NOW, THEREFORE LET IT BE**

RESOLVED: The Mobile County Commission wishes to applaud Dr. Tony Waldrop on his extraordinary professional achievement on the occasion of his retirement as USA President; and by copy of this resolution, we convey our highest esteem; furthermore, we extend our congratulations and heartfelt best wishes to Dr. Waldrop and his wife, Dr. Julee Briscoe Waldrop.

Dr. Tony. G. Waldrop: I am very touched by this. You mentioned some things that happened at the University of

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South Alabama. I always have to say it takes a team to do it. It wasn't just me, it was the group together. I really appreciate the Commission in many ways such as the friendship. Also, we were very pleased to receive funding for part of the Hancock Whitney Stadium. I wish all of you the best and if you're ever in North Carolina, look us up.

Commissioner Hudson: Will do. Thank you again. Best wishes.

Commissioner Connie Hudson: For our next resolution, I would like to invite Chandra Brown, Executive Director of Lifelines Counseling Services of Mobile and Laury Rowland, Program Coordinator/Victim Advocate of Rape Crisis Center to come forward please. These ladies are here today in recognition and acknowledgement of Sexual Assault Awareness Month in Mobile County for the month of April. Thank you ladies for being here and joining us. Your resolution reads:

**MOBILE COUNTY RECOGNIZES
SEXUAL ASSAULT AWARENESS MONTH
APRIL 2021**

WHEREAS: The Rape Crisis Center has provided comfort and support to sexual assault victims in this community for years; brining awareness and education to the masses, while offering high-quality assistance to those in need; **AND**

WHEREAS: The Rape Crisis Center provides 24-hour support to sexual assault victims and their families through direct services, prevention education, and professional training to all residents of Mobile County; **AND**

WHEREAS: The Rape Crisis Center provides community education and prevention programs for youth and the community on sexual assault issues, and during 2020, The Rape Crisis Center staff presented 255 programs to 3,827 students and individuals in Mobile, Washington, and Clarke counties; **AND**

WHEREAS: The Rape Crisis Center serves as a cross section of people of various races, socio-economic and educational levels, in 2020 the center provided 497 crisis phone calls, 190 hospital calls, office visits, follow up/victim support calls, court advocacy, family/friends support, clothing bank, dolls/bears given to child victims, transportation, information and referrals to community agencies; **AND NOW, THEREFORE BE IT**

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RESOLVED: That the Mobile County Commission does hereby proclaim April 2021 as:

Sexual Assault Awareness Month

in Mobile County, Alabama; furthermore we call on all citizens to join us in commending The Rape Crisis Center for the services it provides to the community.

Commissioner Hudson: Thank you ladies for all that you do.

Chandra Brown, Executive Director of Lifelines Counseling Services of Mobile: Thank you so much for recognizing us. We know that one (1) in six (6) women and one (1) in thirty-three (33) men will be impacted by sexual assault. Having a space in place where folks can have an intersection where they can come, where they can receive help, and where we as a community believe survivors, this means everything to us. Thank you so much for everything.

President Merceria Ludgood: Now we will ask Michon Trent, Executive Director of The Family Center to join us.

**MOBILE COUNTY RECOGNIZES
NATIONAL CHILD ABUSE PREVENTION MONTH
APRIL 2021**

WHEREAS: Child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; **AND**

WHEREAS: Preventing child abuse and neglect is a community imperative that depends on involvement among people throughout the community to help strengthen families and nurture our children; **AND**

WHEREAS: Our children are our most valuable resources and will shape the future of the State of Alabama; and child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for its victims; **AND**

WHEREAS: Effective child abuse prevention activities succeed because of the partnerships among child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; **AND**

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WHEREAS: Communities must make every effort to promote programs and activities that create strong and thriving children and families; **AND**

WHEREAS: We acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; prevention remains the best defense for our children and families; **NOW, THEREFORE, LET IT BE**

RESOLVED: That the Mobile County Commission does hereby proclaim April 2021 as:

National Child Abuse Prevention Month

in Mobile County, Alabama; furthermore we urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Michon Trent, Executive Director of The Family Center:

Good morning and thank you, Commissioners. We appreciate this. I brought an entourage with me because it takes a community. Dr. Julee Briscoe Waldrop is our Board Chair, Madison Wright is our Fatherhood Facilitator, Danyeale Schmidt is our Director of Programs, Susan Shaw is one of our Board of Directors, Juanita Spinks is our secretary and a DHR advocate, and we have Aimee Risser with Big Brothers Big Sisters. There is a lot more but they did not get to make it. I wanted everyone to know it takes a community to prevent child abuse. Thank you so much.

President Ludgood: You're welcome.

AGENDA #1

APPROVE MINUTES

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve minutes of the regular meeting of March 8, 2021 and March 22, 2021.

Motion carried unanimously.

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AGENDA #2

APPROVE CLAIMS

Commissioner Hudson moved, seconded by Commissioner Dueitt, 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 |
|---------------|----------|--------------------------------|-----------|
| 3/16/2021 | 00001623 | AUDIO UNLIMITED INC | 1,618.00 |
| 3/16/2021 | 00001624 | BAMA AUTO PARTS AND INDUSTRIAL | 2,921.16 |
| 3/16/2021 | 00001625 | BUMPER TO BUMPER AUTO PARTS | 168.67 |
| 3/16/2021 | 00001626 | CAMELLIA TROPHY SHOP | 100.00 |
| 3/16/2021 | 00001627 | CINTAS CORP LOC 211 | 589.70 |
| 3/16/2021 | 00001628 | CLUTCH AND POWERTRAIN | 82.65 |
| 3/16/2021 | 00001629 | COASTAL POLICE SUPPLY | 1,140.00 |
| 3/16/2021 | 00001630 | CULLIGAN WATER OF MOBILE | 143.60 |
| 3/16/2021 | 00001631 | DELTA FLOORING INC | 6,190.91 |
| 3/16/2021 | 00001632 | GOODYEAR COMMERCIAL TIRE AND S | 5,897.40 |
| 3/16/2021 | 00001633 | GRAINGER INDUSTRIAL SUPPLY | 1,296.22 |
| 3/16/2021 | 00001634 | GWINS STATIONERY | 118.00 |
| 3/16/2021 | 00001635 | JBT POWER | 156.16 |
| 3/16/2021 | 00001636 | KING SECURITY SERVICE LLC | 3,672.00 |
| 3/16/2021 | 00001637 | LATON CLEANING SERVICES | 500.00 |
| 3/16/2021 | 00001638 | MCGRIFF TIRE CO | 2,955.62 |
| 3/16/2021 | 00001639 | NEEL SCHAFFER INC | 1,237.72 |
| 3/16/2021 | 00001640 | P H AND J ARCHITECTS, INC | 19,209.48 |
| 3/16/2021 | 00001641 | RETIF OIL AND FUEL LLC | 41,537.34 |
| 3/16/2021 | 00001642 | SHERWIN WILLIAMS CO | 171.49 |
| 3/16/2021 | 00001643 | SPHERION STAFFING LLC | 5,503.54 |
| 3/16/2021 | 00001644 | SUPREME MEDICAL | 217.28 |
| 3/16/2021 | 00001645 | TRUCKVAULT INC | 2,020.00 |
| 3/16/2021 | 00001646 | VIC REAL ESTATE LLC | 1,800.00 |
| 3/16/2021 | 00001647 | VULCAN SIGNS | 1,311.00 |
| 3/19/2021 | 00001669 | AARMS LLC | 175.00 |
| 3/19/2021 | 00001670 | BAY PAPER CO | 169.44 |
| 3/19/2021 | 00001671 | C AND S ELECTRIC | 14,065.24 |
| 3/19/2021 | 00001672 | CHANCELLOR INC | 18.63 |
| 3/19/2021 | 00001673 | CINTAS CORP LOC 211 | 357.31 |
| 3/19/2021 | 00001674 | COMMUNITY SECURITY SERVICES | 19,036.78 |
| 3/19/2021 | 00001675 | DEES PAPER CO INC | 119.76 |
| 3/19/2021 | 00001676 | FORD LUMBER CO | 556.56 |
| 3/19/2021 | 00001677 | GULF COAST RIGHT OF WAY SERVIC | 4,132.50 |
| 3/19/2021 | 00001678 | HEROMAN SERVICES PLANT CO LLC | 2,675.00 |
| 3/19/2021 | 00001679 | K AND K SYSTEMS INC | 21,157.75 |
| 3/19/2021 | 00001680 | KING SECURITY SERVICE LLC | 204.00 |
| 3/19/2021 | 00001681 | MOBILE CO HEALTH DEPT | 68,832.00 |
| 3/19/2021 | 00001682 | MPACT | 10,493.50 |
| 3/19/2021 | 00001683 | NEEL SCHAFFER INC | 771.72 |
| 3/19/2021 | 00001684 | RETIF OIL AND FUEL LLC | 10,204.09 |
| 3/19/2021 | 00001685 | SHERWIN WILLIAMS CO | 484.39 |
| 3/19/2021 | 00001686 | SPEAKS AND ASSOC CONSULTING EN | 27,425.10 |
| 3/19/2021 | 00001687 | THAMES BATRE | 80,641.62 |

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| CHECK DATE | CHECK # | VENDOR | AMOUNT |
|---------------|----------|--------------------------------|-----------|
| 3/19/2021 | 00001688 | ULINE | 130.84 |
| 3/19/2021 | 00001689 | WILLIAMS CONSULTANTS LLC | 225.00 |
| 3/23/2021 | 00001738 | 4IMPRINT INC | 377.89 |
| 3/23/2021 | 00001739 | ADVANTAGE FIRST AID SAFETY | 250.90 |
| 3/23/2021 | 00001740 | AUDIO UNLIMITED INC | 1,660.00 |
| 3/23/2021 | 00001741 | AVENU INSIGHTS AND ANALYTICS L | 2,450.72 |
| 3/23/2021 | 00001742 | BAGBY AND RUSSELL ELECTRIC CO | 3,880.00 |
| 3/23/2021 | 00001743 | BAMA AUTO PARTS AND INDUSTRIAL | 3,266.02 |
| 3/23/2021 | 00001744 | BAY AREA REPORTING INC | 330.00 |
| 3/23/2021 | 00001745 | BEARD EQUIPMENT CO | 6,687.23 |
| 3/23/2021 | 00001746 | BUMPER TO BUMPER AUTO PARTS | 594.08 |
| 3/23/2021 | 00001747 | CHARM TEX | 10,327.80 |
| 3/23/2021 | 00001748 | CINTAS CORP LOC 211 | 1,838.73 |
| 3/23/2021 | 00001749 | COAST SAFE AND LOCK | 15.00 |
| 3/23/2021 | 00001750 | COMMUNITY SECURITY SERVICES | 40,308.93 |
| 3/23/2021 | 00001751 | CULLIGAN WATER OF MOBILE | 25.76 |
| 3/23/2021 | 00001752 | DEES PAPER CO INC | 555.00 |
| 3/23/2021 | 00001753 | DIRT INC | 240.00 |
| 3/23/2021 | 00001754 | FORD LUMBER CO | 909.46 |
| 3/23/2021 | 00001755 | G G PORTABLES INC | 415.00 |
| 3/23/2021 | 00001756 | GEOTECHNICAL ENGINEERING TESTI | 2,571.97 |
| 3/23/2021 | 00001757 | GOODWYN MILLS AND CAWOOD INC | 1,220.00 |
| 3/23/2021 | 00001758 | GOODYEAR COMMERCIAL TIRE AND S | 8,489.94 |
| 3/23/2021 | 00001759 | GRAINGER INDUSTRIAL SUPPLY | 364.83 |
| 3/23/2021 | 00001760 | GUARDIAN INTEGRATORS LLC | 3,238.68 |
| 3/23/2021 | 00001761 | GULF CITY BODY AND TRAILER WOR | 1,086.14 |
| 3/23/2021 | 00001762 | GULF STATES CONSULTANTS AND AD | 2,990.00 |
| 3/23/2021 | 00001763 | GULF STATES DISTRIBUTORS INC | 3,980.00 |
| 3/23/2021 | 00001764 | GWINS STATIONERY | 976.96 |
| 3/23/2021 | 00001765 | HYDRAULIC REPAIR SVC | 249.50 |
| 3/23/2021 | 00001766 | JB SERVICE | 448.00 |
| 3/23/2021 | 00001767 | JOHN M WARREN INC | 497.70 |
| 3/23/2021 | 00001768 | KNOX PEST CONTROL | 550.00 |
| 3/23/2021 | 00001769 | LAGNIAPPE | 106.97 |
| 3/23/2021 | 00001770 | MERCHANTS FOOD SERVICE | 22.70 |
| 3/23/2021 | 00001771 | MIKE & JERRY'S AUTO PARTS COMP | 43.23 |
| 3/23/2021 | 00001772 | MOBILE CO HEALTH DEPT | 5,200.99 |
| 3/23/2021 | 00001773 | MOBILE JANITORIAL AND PAPER CO | 60.66 |
| 3/23/2021 | 00001774 | P H AND J ARCHITECTS, INC | 6,134.91 |
| 3/23/2021 | 00001775 | PERFECTING THAT CLEANING SERVI | 2,155.00 |
| 3/23/2021 | 00001776 | SATSUMA SCHOOL SYSTEM | 204.88 |
| 3/23/2021 | 00001777 | SHERWIN WILLIAMS CO | 402.86 |
| 3/23/2021 | 00001778 | SOUTHEASTERN PRESS | 165.00 |
| 3/23/2021 | 00001779 | SOUTHERN EARTH SCIENCES INC | 7,057.00 |
| 3/23/2021 | 00001780 | SPIRE | 69,214.83 |
| 3/23/2021 | 00001781 | STAPLES BUSINESS ADVANTAGE | 933.83 |
| 3/23/2021 | 00001782 | ULINE | 233.24 |
| 3/23/2021 | 00001783 | VOLKERT INC | 12,172.57 |
| 3/23/2021 | 00001784 | WATTIER SURVEYING INC | 1,535.31 |
| 3/23/2021 | 00001785 | WITTICHEN SUPPLY CO INC | 331.56 |
| 3/26/2021 | 00001786 | ADAMS AND REESE LLP | 46,438.69 |
| 3/26/2021 | 00001787 | AEIKER CONSTRUCTION CORP | 52,880.25 |
| 3/26/2021 | 00001788 | AUDIO UNLIMITED INC | 550.00 |

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| CHECK DATE | CHECK # | VENDOR | AMOUNT |
|---------------|----------|--------------------------------|-----------|
| 3/26/2021 | 00001789 | BOYS AND GIRLS CLUBS OF SOUTH | 40,000.00 |
| 3/26/2021 | 00001790 | CDW LLC | 322.82 |
| 3/26/2021 | 00001791 | CINTAS CORP LOC 211 | 2,608.13 |
| 3/26/2021 | 00001792 | CLEC DISTRIBUTION LLC | 73,675.00 |
| 3/26/2021 | 00001793 | COAST SAFE AND LOCK | 186.00 |
| 3/26/2021 | 00001794 | DEES PAPER CO INC | 2,633.80 |
| 3/26/2021 | 00001795 | ENVIRO-MASTER SERVICES | 179.00 |
| 3/26/2021 | 00001796 | GULF STATES ENGINEERING INC | 1,877.38 |
| 3/26/2021 | 00001797 | JBT POWER | 576.69 |
| 3/26/2021 | 00001798 | KEEP MOBILE BEAUTIFUL | 933.91 |
| 3/26/2021 | 00001799 | KING SECURITY SERVICE LLC | 4,768.00 |
| 3/26/2021 | 00001800 | MCGRIFF TIRE CO | 39.95 |
| 3/26/2021 | 00001801 | MIKE & JERRY'S AUTO PARTS COMP | 746.48 |
| 3/26/2021 | 00001802 | MOBILE CO FOSTER GRANDPARENT P | 16,094.00 |
| 3/26/2021 | 00001803 | MOBILE CO SOIL WATER CONSERV D | 150.00 |
| 3/26/2021 | 00001804 | MORROWS CONTRACTING INC | 9,584.79 |
| 3/26/2021 | 00001805 | P H AND J ARCHITECTS, INC | 982.80 |
| 3/26/2021 | 00001806 | RETIF OIL AND FUEL LLC | 55,929.27 |
| 3/26/2021 | 00001807 | ROTO ROOTER PLUMBERS | 948.60 |
| 3/26/2021 | 00001808 | SENIOR COMPANION PROGRAM OF MO | 10,840.88 |
| 3/26/2021 | 00001809 | SHERWIN WILLIAMS CO | 128.56 |
| 3/26/2021 | 00001810 | SITE ONE ON THE INTERNET INC | 212.50 |
| 3/26/2021 | 00001811 | SOUTHERN EARTH SCIENCES INC | 9,269.03 |
| 3/26/2021 | 00001812 | SPHERION STAFFING LLC | 6,307.62 |
| 3/26/2021 | 00001813 | STAPLES BUSINESS ADVANTAGE | 10,014.40 |
| 3/26/2021 | 00001814 | TDA CONSULTING INC | 1,200.00 |
| 3/26/2021 | 00001815 | TINDLE CONSTRUCTION LLC | 15,808.08 |
| 3/26/2021 | 00001816 | TROTTER SALES AND SERVICE INC | 48.00 |
| 3/26/2021 | 00001817 | WAS DESIGN INC | 3,257.54 |
| 3/26/2021 | 00001818 | WESCO GAS AND WELDING SUPPLY I | 73.55 |
| 3/26/2021 | 00001819 | WILLIAMS CONSULTANTS LLC | 89.00 |
| 3/30/2021 | 00001820 | CINTAS CORP LOC 211 | 1,487.57 |
| 3/30/2021 | 00001821 | GOODYEAR COMMERCIAL TIRE AND S | 1,497.77 |
| 3/30/2021 | 00001822 | GRAINGER INDUSTRIAL SUPPLY | 1,431.84 |
| 3/30/2021 | 00001823 | GULF STATES DISTRIBUTORS INC | 6,580.00 |
| 3/30/2021 | 00001824 | ICE PLANT INC | 83.75 |
| 3/30/2021 | 00001825 | NEEL SCHAFER INC | 3,009.30 |
| 3/30/2021 | 00001826 | STAPLES BUSINESS ADVANTAGE | 465.98 |
| 3/30/2021 | 00001827 | TINDLE CONSTRUCTION LLC | 8,993.54 |
| 3/30/2021 | 00001828 | ULINE | 1,004.53 |
| 3/30/2021 | 00001829 | WALTERS CONTROL INC | 1,325.00 |
| 3/30/2021 | 00001830 | WESCO GAS AND WELDING SUPPLY I | 78.76 |
| 3/16/2021 | 00381673 | A T AND T MOBILITY | 79.98 |
| 3/16/2021 | 00381674 | ALABAMA POWER CO | 352.42 |
| 3/16/2021 | 00381675 | ALABAMA POWER CO | 303.10 |
| 3/16/2021 | 00381676 | ALABAMA POWER CO | 110.42 |
| 3/16/2021 | 00381677 | ALABAMA POWER CO | 108.44 |
| 3/16/2021 | 00381678 | ALABAMA POWER CO | 32.25 |
| 3/16/2021 | 00381679 | ALABAMA POWER CO | 209.61 |
| 3/16/2021 | 00381680 | ALABAMA POWER CO | 26.84 |
| 3/16/2021 | 00381681 | ALABAMA POWER CO | 625.61 |
| 3/16/2021 | 00381682 | ALABAMA POWER CO | 432.07 |
| 3/16/2021 | 00381683 | ALABAMA POWER CO | 465.10 |

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| CHECK DATE | CHECK # | VENDOR | AMOUNT |
|---------------|----------|--------------------------------|------------|
| 3/16/2021 | 00381684 | ALABAMA POWER CO | 154.04 |
| 3/16/2021 | 00381685 | ALABAMA POWER CO | 68.03 |
| 3/16/2021 | 00381686 | ALABAMA POWER CO | 928.57 |
| 3/16/2021 | 00381687 | ALABAMA POWER CO | 44.33 |
| 3/16/2021 | 00381688 | ALABAMA POWER CO | 283.53 |
| 3/16/2021 | 00381689 | ALABAMA POWER CO | 577.83 |
| 3/16/2021 | 00381690 | ALABAMA POWER CO | 137.42 |
| 3/16/2021 | 00381691 | ALABAMA POWER CO | 96.27 |
| 3/16/2021 | 00381692 | ALABAMA POWER CO | 563.01 |
| 3/16/2021 | 00381693 | ALABAMA POWER CO | 4,591.80 |
| 3/16/2021 | 00381694 | ALACOURT COM | 123.02 |
| 3/16/2021 | 00381695 | AMERICAN RENTAL AND POWER EQUI | 363.18 |
| 3/16/2021 | 00381696 | ANDREWS HARDWARE CO INC | 231.83 |
| 3/16/2021 | 00381697 | ANIMAL CARE OF MOBILE COUNTY | 765.50 |
| 3/16/2021 | 00381698 | AT AND T | 112.90 |
| 3/16/2021 | 00381699 | BENTLEY SYSTEMS INC | 13,155.00 |
| 3/16/2021 | 00381700 | BIS CONSULTING | 15,000.00 |
| 3/16/2021 | 00381701 | BOB BARKER CO INC | 1,903.40 |
| 3/16/2021 | 00381702 | BORDEN DAIRY COMPANY | 448.75 |
| 3/16/2021 | 00381703 | CAMPER CITY | 70.00 |
| 3/16/2021 | 00381704 | CARPENTER, ELIZABETH | 103.07 |
| 3/16/2021 | 00381705 | CDW GOVERNMENT INC | 489.02 |
| 3/16/2021 | 00381706 | CENTURYLINK | 164.48 |
| 3/16/2021 | 00381707 | CITY ELECTRIC SUPPLY | 289.80 |
| 3/16/2021 | 00381708 | CIVIL SOUTHEAST LLC | 25,677.25 |
| 3/16/2021 | 00381709 | COMCAST CABLE | 12.64 |
| 3/16/2021 | 00381710 | COMCAST CABLE | 138.86 |
| 3/16/2021 | 00381711 | CRAFT TRAINING FUND | 5,170.00 |
| 3/16/2021 | 00381712 | CRAFT TRAINING FUND | 3,960.00 |
| 3/16/2021 | 00381713 | CRAFT TRAINING FUND | 4,370.00 |
| 3/16/2021 | 00381714 | CVS PHARMACY | 149.01 |
| 3/16/2021 | 00381715 | DADE PAPER AND BAG CO | 146.52 |
| 3/16/2021 | 00381716 | DAVISON FUELS INC | 2,542.67 |
| 3/16/2021 | 00381717 | DEX IMAGING INC | 44.99 |
| 3/16/2021 | 00381718 | DIXIE BUILDING SUPPLY CO INC | 1,461.91 |
| 3/16/2021 | 00381719 | ELECTRONIC SUPPLY CO | 161.91 |
| 3/16/2021 | 00381720 | FEDERAL EXPRESS CORP | 35.78 |
| 3/16/2021 | 00381721 | GARY A BYRD | 2,496.40 |
| 3/16/2021 | 00381722 | GILMORE SERVICES | 119.90 |
| 3/16/2021 | 00381723 | GOLDEN TOUCH COMMERCIAL CLEANI | 1,750.00 |
| 3/16/2021 | 00381724 | GORAM AIR CONDITIONING CO INC | 161.00 |
| 3/16/2021 | 00381725 | GULF COAST MULTIPLE LISTING SE | 972.00 |
| 3/16/2021 | 00381726 | GULF COAST TRUCK AND EQUIPMENT | 97.09 |
| 3/16/2021 | 00381727 | GULF SUPPLY CO INC | 2,295.00 |
| 3/16/2021 | 00381728 | HAVEN HILL EGG CO INC | 44.70 |
| 3/16/2021 | 00381729 | HD SUPPLY FACILITIES MAINTENAN | 603.82 |
| 3/16/2021 | 00381730 | HOME DEPOT, THE | 894.97 |
| 3/16/2021 | 00381731 | IND REVOLVING FUND DEPT OF COR | 13,330.00 |
| 3/16/2021 | 00381732 | INDUSTRIAL MOWING LLC | 100.00 |
| 3/16/2021 | 00381733 | IRBY OVERTON VETERINARY HOSPIT | 1,465.50 |
| 3/16/2021 | 00381734 | JOFFE, BENJAMIN | 50.00 |
| 3/16/2021 | 00381735 | JOHN G WALTON CONSTRUCTION CO | 118,692.73 |
| 3/16/2021 | 00381736 | JOHNSON, DOROTHY P | 2,575.00 |

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|---------------|----------|--------------------------------|-----------|
| 3/16/2021 | 00381737 | KENWORTH OF MOBILE INC | 1,691.07 |
| 3/16/2021 | 00381738 | KITTRELL AUTO GLASS LLC | 260.00 |
| 3/16/2021 | 00381739 | LAWSON PRODUCTS INC | 1,031.95 |
| 3/16/2021 | 00381740 | LEMOYNE WATER SYSTEM INC | 518.05 |
| 3/16/2021 | 00381741 | LIKE NEW EXTERIORS INC | 2,496.00 |
| 3/16/2021 | 00381742 | MCCONNELL AUTOMOTIVE CORP | 297.37 |
| 3/16/2021 | 00381743 | MOBILE AREA WATER AND SEWER SY | 77.39 |
| 3/16/2021 | 00381744 | MOBILE AREA WATER AND SEWER SY | 32.76 |
| 3/16/2021 | 00381745 | MOBILE AREA WATER AND SEWER SY | 49.75 |
| 3/16/2021 | 00381746 | MOBILE AREA WATER AND SEWER SY | 132.14 |
| 3/16/2021 | 00381747 | MOBILE AREA WATER AND SEWER SY | 404.89 |
| 3/16/2021 | 00381748 | MOBILE AREA WATER AND SEWER SY | 1,745.82 |
| 3/16/2021 | 00381749 | MOBILE CO WATER SEWER AND FIRE | 395.30 |
| 3/16/2021 | 00381750 | MOTOR CARRIER CONSULTANTS INC | 692.50 |
| 3/16/2021 | 00381751 | MULLINAX FORD OF MOBILE LLC | 1,019.55 |
| 3/16/2021 | 00381752 | OFFICE DEPOT | 408.54 |
| 3/16/2021 | 00381753 | PROBATE COURT | 32.00 |
| 3/16/2021 | 00381754 | REGIONS BANK | 10,000.00 |
| 3/16/2021 | 00381755 | VANCE, ROBERT B | 1,114.67 |
| 3/16/2021 | 00381756 | SHRED IT US HOLD CO INC | 236.90 |
| 3/16/2021 | 00381757 | SOUTH ALABAMA UTILITIES | 1,097.97 |
| 3/16/2021 | 00381758 | SOUTHERN LAND DEVELOPMENT | 77,567.57 |
| 3/16/2021 | 00381759 | STAPLES BUSINESS ADVANTAGE | 942.05 |
| 3/16/2021 | 00381760 | STRICKLAND PAPER CO INC | 1,467.50 |
| 3/16/2021 | 00381761 | SUPERION LLC | 6,560.00 |
| 3/16/2021 | 00381762 | TAX TRUST ACCOUNT | 212.38 |
| 3/16/2021 | 00381763 | TERRACON | 8,297.15 |
| 3/16/2021 | 00381764 | THE PARTS HOUSE | 335.30 |
| 3/16/2021 | 00381765 | WEST PUBLISHING CORPORATION | 3,310.30 |
| 3/16/2021 | 00381766 | TK ELEVATOR CORPORATION | 9,025.00 |
| 3/16/2021 | 00381767 | TRANE USA INC | 1,591.75 |
| 3/16/2021 | 00381768 | TUCKER, TRAVIS O | 1,750.00 |
| 3/16/2021 | 00381769 | URISA INTERNATIONAL | 195.00 |
| 3/16/2021 | 00381770 | VERMEER SOUTHEAST SALES AND SE | 3,313.66 |
| 3/16/2021 | 00381771 | WARD INTERNATIONAL TRUCKS OF A | 607.81 |
| 3/16/2021 | 00381772 | WRICO SIGNS INC | 4,290.00 |
| 3/19/2021 | 00381773 | A T AND T MOBILITY | 3,555.32 |
| 3/19/2021 | 00381774 | AL FLA PLASTIC CO | 528.00 |
| 3/19/2021 | 00381775 | ALABAMA AUTO SERVICE CENTER | 858.21 |
| 3/19/2021 | 00381776 | ALABAMA POWER CO | 29.33 |
| 3/19/2021 | 00381777 | ALABAMA POWER CO | 684.21 |
| 3/19/2021 | 00381778 | ALABAMA POWER CO | 1,385.57 |
| 3/19/2021 | 00381779 | ALABAMA POWER CO | 1,710.71 |
| 3/19/2021 | 00381780 | ALABAMA POWER CO | 25.83 |
| 3/19/2021 | 00381781 | ALABAMA POWER CO | 169.56 |
| 3/19/2021 | 00381782 | ALABAMA POWER CO | 445.27 |
| 3/19/2021 | 00381783 | ALABAMA POWER CO | 3,672.44 |
| 3/19/2021 | 00381784 | ALABAMA POWER CO | 1,944.04 |
| 3/19/2021 | 00381785 | ALABAMA POWER CO | 2,068.85 |
| 3/19/2021 | 00381786 | ALABAMA POWER CO | 233.52 |
| 3/19/2021 | 00381787 | ALABAMA POWER CO | 49.24 |
| 3/19/2021 | 00381788 | ALABAMA POWER CO | 1,368.12 |
| 3/19/2021 | 00381789 | ALABAMA POWER CO | 62.46 |

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| 3/19/2021 | 00381790 | ALABAMA POWER CO | 46.95 |
| 3/19/2021 | 00381791 | ALEXANDER, TINA | 555.00 |
| 3/19/2021 | 00381792 | AMERICAN FOODS INC | 7,601.69 |
| 3/19/2021 | 00381793 | AMERICAN TRAFFIC SAFETY MATERI | 336.00 |
| 3/19/2021 | 00381794 | AT AND T MOBILITY II LLC | 6,023.18 |
| 3/19/2021 | 00381795 | AUTONATION | 455.05 |
| 3/19/2021 | 00381796 | B B AND T FINANCIAL | 6,027.70 |
| 3/19/2021 | 00381797 | B B AND T FINANCIAL | 1,446.34 |
| 3/19/2021 | 00381798 | B B AND T FINANCIAL | 21.00 |
| 3/19/2021 | 00381799 | B B AND T FINANCIAL | 1,951.59 |
| 3/19/2021 | 00381800 | BAY LANDSCAPING INC | 965.00 |
| 3/19/2021 | 00381801 | BAYOU FASTENERS AND SUPPLY INC | 297.94 |
| 3/19/2021 | 00381802 | BLOSSMAN GAS INC | 68.72 |
| 3/19/2021 | 00381803 | BOB BARKER CO INC | 2,808.00 |
| 3/19/2021 | 00381804 | BORDEN DAIRY COMPANY | 262.05 |
| 3/19/2021 | 00381805 | BURK KLEINPETER INC | 14,758.61 |
| 3/19/2021 | 00381806 | CAMPER CITY | 837.00 |
| 3/19/2021 | 00381807 | CDW GOVERNMENT INC | 2,603.96 |
| 3/19/2021 | 00381808 | LL ASSOCIATES LLC | 19,195.00 |
| 3/19/2021 | 00381809 | DAVENPORTE, PHILLIP | 72.24 |
| 3/19/2021 | 00381810 | DAVIS, RONALD | 64.90 |
| 3/19/2021 | 00381811 | DAVISON FUELS INC | 897.55 |
| 3/19/2021 | 00381812 | DITCH WITCH OF MOBILE | 150.00 |
| 3/19/2021 | 00381813 | DMS MAIL MANAGEMENT INC | 1,326.54 |
| 3/19/2021 | 00381814 | DOUGLASS, STACIE VITELLO | 112.95 |
| 3/19/2021 | 00381815 | EVANS | 674.51 |
| 3/19/2021 | 00381816 | EZ LINER INDUSTRIES QUADSTATES | 819.10 |
| 3/19/2021 | 00381817 | GASOLINE TAX FUND | 89,983.15 |
| 3/19/2021 | 00381818 | GENERAL FUND | 6,218.71 |
| 3/19/2021 | 00381819 | GOVERNMENT FINANCE OFFICERS AS | 500.00 |
| 3/19/2021 | 00381820 | HASTIE, KIM | 707.03 |
| 3/19/2021 | 00381821 | HEALTH INSURANCE ACCOUNT | 1,055,905.00 |
| 3/19/2021 | 00381822 | HOME DEPOT, THE | 2,589.30 |
| 3/19/2021 | 00381823 | JOHN G WALTON CONSTRUCTION CO | 79,267.68 |
| 3/19/2021 | 00381824 | JONES WALKER | 175.00 |
| 3/19/2021 | 00381825 | KEITH MAP SERVICE | 349.50 |
| 3/19/2021 | 00381826 | LANDCO FORESTRY | 225.00 |
| 3/19/2021 | 00381827 | LOGICAL COMPUTER SOLUTIONS | 10,238.00 |
| 3/19/2021 | 00381828 | MARTIN MARIETTA MATERIALS | 7,350.94 |
| 3/19/2021 | 00381829 | MICHAEL BAKER INTERNATIONAL IN | 89,655.31 |
| 3/19/2021 | 00381830 | MOBILE AREA ASSN OF REALTORS | 356.00 |
| 3/19/2021 | 00381831 | MOBILE AREA WATER AND SEWER SY | 107.91 |
| 3/19/2021 | 00381832 | MOBILE CO COMMISSION | 3,305.75 |
| 3/19/2021 | 00381833 | MOBILE CO REVENUE COMMISSION | 1,576.74 |
| 3/19/2021 | 00381834 | MOBILE CO WORKERS COMP ESCROW | 11,117.13 |
| 3/19/2021 | 00381835 | MULLINAX FORD OF MOBILE LLC | 49,526.50 |
| 3/19/2021 | 00381836 | NEW LONDON TECHNOLOGY INC | 7,657.37 |
| 3/19/2021 | 00381837 | NORTHERN TOOL AND EQUIPMENT | 89.98 |
| 3/19/2021 | 00381838 | OFFICE DEPOT | 875.81 |
| 3/19/2021 | 00381839 | POSTMASTER | 1,310.00 |
| 3/19/2021 | 00381840 | PROBATE COURT | 23.00 |
| 3/19/2021 | 00381841 | PROBATE COURT | 15.50 |
| 3/19/2021 | 00381842 | QUADIENT INC | 606.00 |

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| 3/19/2021 | 00381843 | REGIONS BANK | 380.98 |
| 3/19/2021 | 00381844 | SARALAND AREA CHAMBER OF COMME | 10,000.00 |
| 3/19/2021 | 00381845 | SATSUMA WATER AND SEWER | 900.00 |
| 3/19/2021 | 00381846 | SHI INTERNATIONAL CORP | 3,946.80 |
| 3/19/2021 | 00381847 | STAPLES BUSINESS ADVANTAGE | 576.11 |
| 3/19/2021 | 00381848 | STOCK, APRIL LANDRY | 1,155.00 |
| 3/19/2021 | 00381849 | STRICKLAND PAPER CO INC | 460.75 |
| 3/19/2021 | 00381850 | STUART C IRBY CO | 93.60 |
| 3/19/2021 | 00381851 | TELETRAC NAVMAN US LTD | 1,194.05 |
| 3/19/2021 | 00381852 | TERRACON | 5,315.77 |
| 3/19/2021 | 00381853 | TERRACON | 4,550.00 |
| 3/19/2021 | 00381854 | TETRA TECH INC | 72,909.26 |
| 3/19/2021 | 00381855 | TETRA TECH INC | 72,909.26 |
| 3/19/2021 | 00381856 | THOMPSON ENGINEERING | 5,110.14 |
| 3/19/2021 | 00381857 | THOMPSON ENGINEERING | 37,086.00 |
| 3/19/2021 | 00381858 | TSA INC | 622.51 |
| 3/19/2021 | 00381859 | WATER WORKS AND SEWER BOARD | 3,252.32 |
| 3/19/2021 | 00381860 | WEX BANK | 635.44 |
| 3/19/2021 | 00381861 | WISHER, DEBORAH ANN | 250.00 |
| 3/19/2021 | 00381862 | XEROX CORP | 421.91 |
| 3/19/2021 | 00381863 | XEROX FINANCIAL SERVICES | 75.04 |
| 3/19/2021 | 00381864 | XEROX FINANCIAL SERVICES | 209.29 |
| 3/19/2021 | 00381865 | XEROX FINANCIAL SERVICES | 176.83 |
| 3/19/2021 | 00381866 | XEROX FINANCIAL SERVICES | 225.77 |
| 3/19/2021 | 00381867 | XEROX FINANCIAL SERVICES | 175.54 |
| 3/19/2021 | 00381868 | XEROX FINANCIAL SERVICES | 248.42 |
| 3/19/2021 | 00381869 | XEROX FINANCIAL SERVICES | 188.12 |
| 3/19/2021 | 00381870 | XEROX FINANCIAL SERVICES | 179.31 |
| 3/19/2021 | 00381871 | XEROX FINANCIAL SERVICES | 177.18 |
| 3/19/2021 | 00381872 | XEROX FINANCIAL SERVICES | 247.23 |
| 3/19/2021 | 00381873 | XEROX FINANCIAL SERVICES | 81.48 |
| 3/19/2021 | 00381874 | XEROX FINANCIAL SERVICES | 78.13 |
| 3/19/2021 | 00381875 | XEROX FINANCIAL SERVICES | 78.50 |
| 3/19/2021 | 00381876 | XEROX FINANCIAL SERVICES | 80.06 |
| 3/19/2021 | 00381877 | XEROX FINANCIAL SERVICES | 78.46 |
| 3/19/2021 | 00381878 | XEROX FINANCIAL SERVICES | 78.21 |
| 3/23/2021 | 00381879 | ACE AUTO TINTING INC | 360.00 |
| 3/23/2021 | 00381880 | AIRGAS USA LLC | 61.54 |
| 3/23/2021 | 00381881 | ALABAMA DEPT OF REVENUE | 21.25 |
| 3/23/2021 | 00381882 | ALABAMA INSTITUTE FOR THE DEAF | 608.40 |
| 3/23/2021 | 00381883 | ALABAMA POWER CO | 13,847.68 |
| 3/23/2021 | 00381884 | ALACOURT COM | 121.15 |
| 3/23/2021 | 00381885 | AMERICAN FOODS INC | 490.08 |
| 3/23/2021 | 00381886 | ANDREWS HARDWARE CO INC | 55.57 |
| 3/23/2021 | 00381887 | AT AND T | 1,161.18 |
| 3/23/2021 | 00381888 | AT AND T | 14,314.92 |
| 3/23/2021 | 00381889 | AT AND T | 260.97 |
| 3/23/2021 | 00381890 | AT AND T LONG DISTANCE SERVICE | 113.92 |
| 3/23/2021 | 00381891 | AT AND T LONG DISTANCE SERVICE | 404.60 |
| 3/23/2021 | 00381892 | AVERY, MICHAEL T | 37.63 |
| 3/23/2021 | 00381893 | BAY LANDSCAPING INC | 60.00 |
| 3/23/2021 | 00381894 | BAYOU FASTENERS AND SUPPLY INC | 246.90 |
| 3/23/2021 | 00381895 | BAYSIDE RUBBER AND PRODUCTS IN | 603.80 |

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| 3/23/2021 | 00381896 | BEN M RADCLIFF CONTRACTOR INC | 321,256.94 |
| 3/23/2021 | 00381897 | BEST BUY BUSINESS ADVANTAGE AC | 462.33 |
| 3/23/2021 | 00381898 | BLOSSMAN GAS INC | 44.98 |
| 3/23/2021 | 00381899 | BOARD OF SCHOOL COMMISSIONERS | 7,077.40 |
| 3/23/2021 | 00381900 | BOB BARKER CO INC | 2,257.70 |
| 3/23/2021 | 00381901 | BORDEN DAIRY COMPANY | 231.40 |
| 3/23/2021 | 00381902 | CDW GOVERNMENT INC | 159.06 |
| 3/23/2021 | 00381903 | CENTURYLINK | 162.49 |
| 3/23/2021 | 00381904 | CITY ELECTRIC SUPPLY | 1,110.62 |
| 3/23/2021 | 00381905 | CITY OF CHICKASAW BOARD OF EDU | 151.28 |
| 3/23/2021 | 00381906 | CLEMENT COMMUNICATIONS INC | 195.00 |
| 3/23/2021 | 00381907 | CMS COMMUNICATIONS INC | 4,319.18 |
| 3/23/2021 | 00381908 | COCA-COLA BOTTLING COMPANY UNI | 134.50 |
| 3/23/2021 | 00381909 | COMCAST CABLE | 258.98 |
| 3/23/2021 | 00381910 | COMCAST CABLE | 10.51 |
| 3/23/2021 | 00381911 | CONSUMER CREDIT COUNSELING SER | 236.19 |
| 3/23/2021 | 00381912 | CONVERGEONE INC | 16,805.88 |
| 3/23/2021 | 00381913 | COPY PRODUCTS COMPANY | 75.64 |
| 3/23/2021 | 00381914 | CPC SOFTWARE SOLUTIONS | 942.18 |
| 3/23/2021 | 00381915 | CPC SOFTWARE SOLUTIONS | 57.53 |
| 3/23/2021 | 00381916 | DADE PAPER AND BAG CO | 687.30 |
| 3/23/2021 | 00381917 | DISH | 92.35 |
| 3/23/2021 | 00381918 | DISH | 133.06 |
| 3/23/2021 | 00381919 | DISH | 82.35 |
| 3/23/2021 | 00381920 | DIVERSIFIED COMPANIES LLC | 6,239.20 |
| 3/23/2021 | 00381921 | DIXIE BUILDING SUPPLY CO INC | 87.94 |
| 3/23/2021 | 00381922 | DUEITTS BATTERY PLUS | 74.70 |
| 3/23/2021 | 00381923 | EVANS | 245.00 |
| 3/23/2021 | 00381924 | FAMILY COUNSELING CENTER OF MO | 555.00 |
| 3/23/2021 | 00381925 | FERGUSON ENTERPRISES INC | 488.13 |
| 3/23/2021 | 00381926 | GENERAL FUND | 10,870.85 |
| 3/23/2021 | 00381927 | GET IT DUNN LLC | 180.00 |
| 3/23/2021 | 00381928 | GULF COAST TRUCK AND EQUIPMENT | 966.84 |
| 3/23/2021 | 00381929 | H G MAYBECK CO INC | 3,237.00 |
| 3/23/2021 | 00381930 | HAVEN HILL EGG CO INC | 50.70 |
| 3/23/2021 | 00381931 | HCL CONTRACTING LLC | 24,445.03 |
| 3/23/2021 | 00381932 | HD SUPPLY FACILITIES MAINTENAN | 167.84 |
| 3/23/2021 | 00381933 | HILL III, EDWARD ASHTON | 1,696.17 |
| 3/23/2021 | 00381934 | HILLER SYSTEMS INC | 320.00 |
| 3/23/2021 | 00381935 | HOME DEPOT, THE | 695.84 |
| 3/23/2021 | 00381936 | HUNTER SECURITY INC | 140.00 |
| 3/23/2021 | 00381937 | IND REVOLVING FUND DEPT OF COR | 1,755.00 |
| 3/23/2021 | 00381938 | INDIGENT CARE FUND | 29,580.43 |
| 3/23/2021 | 00381939 | INGENUITY INC | 18,000.00 |
| 3/23/2021 | 00381940 | IRBY OVERTON VETERINARY HOSPIT | 2,500.00 |
| 3/23/2021 | 00381941 | JOHN G WALTON CONSTRUCTION CO | 7,480.00 |
| 3/23/2021 | 00381942 | KENWORTH OF MOBILE INC | 637.07 |
| 3/23/2021 | 00381943 | KITTRELL AUTO GLASS LLC | 981.40 |
| 3/23/2021 | 00381944 | LAWSON PRODUCTS INC | 714.14 |
| 3/23/2021 | 00381945 | MATRANGA, NICK | 60.68 |
| 3/23/2021 | 00381946 | MCCONNELL AUTOMOTIVE CORP | 2,326.54 |
| 3/23/2021 | 00381947 | MCKESSON MEDICAL SURGICAL GOVE | 1,161.95 |
| 3/23/2021 | 00381948 | MOBILE AREA WATER AND SEWER SY | 3,611.51 |

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| 3/23/2021 | 00381949 | MOBILE AUTOMOTIVE ASSOCIATES L | 642.00 |
| 3/23/2021 | 00381950 | MOBILE BAR ASSOCIATION | 165.00 |
| 3/23/2021 | 00381951 | MOBILE CO ACCOUNTS PAYABLE ACC | 437.65 |
| 3/23/2021 | 00381952 | MOTT MACDONALD | 5,957.18 |
| 3/23/2021 | 00381953 | MOWA CHOCTAW HOUSING AUTHORITY | 83,952.91 |
| 3/23/2021 | 00381954 | MULLINAX FORD OF MOBILE LLC | 5,150.96 |
| 3/23/2021 | 00381955 | NUDRAULIX INC | 10.66 |
| 3/23/2021 | 00381956 | OFFICE DEPOT | 1,660.08 |
| 3/23/2021 | 00381957 | OLENSKY BROTHERS OFFICE PRODUC | 687.70 |
| 3/23/2021 | 00381958 | POSTMASTER | 20,000.00 |
| 3/23/2021 | 00381959 | RANGER ENVIRONMENTAL SERVICES | 376.25 |
| 3/23/2021 | 00381960 | REGIONS BANK | 3,850.00 |
| 3/23/2021 | 00381961 | ROSENTHAL AND ROSENTHAL INC | 1,972.50 |
| 3/23/2021 | 00381962 | SANDY SANSING FORD LINCOLN LLC | 3.69 |
| 3/23/2021 | 00381963 | SARALAND CITY SCHOOL SYSTEM | 421.86 |
| 3/23/2021 | 00381964 | SEMMES WOMANS CLUB | 2,859.71 |
| 3/23/2021 | 00381965 | SHARP ELECTRONICS CORP | 6,090.82 |
| 3/23/2021 | 00381966 | SHARP ELECTRONICS CORP | 21.55 |
| 3/23/2021 | 00381967 | SHRED IT US HOLD CO INC | 121.16 |
| 3/23/2021 | 00381968 | SNAP ON TOOLS | 6,500.63 |
| 3/23/2021 | 00381969 | SOUTH ALABAMA REGIONAL PLANNIN | 918.11 |
| 3/23/2021 | 00381970 | SPROT PRINTER RIBBONS LLC | 2,482.00 |
| 3/23/2021 | 00381971 | STANLEY CONVERGENT SECURITY SO | 57.12 |
| 3/23/2021 | 00381972 | TAYLOR, ROBERT JONATHON | 8,350.00 |
| 3/23/2021 | 00381973 | TELETRAC NAVMAN US LTD | 804.44 |
| 3/23/2021 | 00381974 | WEST PUBLISHING CORPORATION | 3,963.84 |
| 3/23/2021 | 00381975 | TRANSMISSION MAGICIANS | 5,740.00 |
| 3/23/2021 | 00381976 | TRUCK PRO INC | 537.98 |
| 3/23/2021 | 00381977 | UNITED RENTALS | 1,073.30 |
| 3/23/2021 | 00381978 | VULCAN MATERIALS CO | 8,349.00 |
| 3/23/2021 | 00381979 | WALCO INC | 244.75 |
| 3/23/2021 | 00381980 | WEAVER AND SONS INC, HOSEA O | 2,642.31 |
| 3/23/2021 | 00381981 | XEROX FINANCIAL SERVICES | 80.16 |
| 3/23/2021 | 00381982 | XEROX FINANCIAL SERVICES | 241.72 |
| 3/23/2021 | 00381983 | XEROX FINANCIAL SERVICES | 243.42 |
| 3/23/2021 | 00381984 | XEROX FINANCIAL SERVICES | 1,020.36 |
| 3/23/2021 | 00381985 | XEROX FINANCIAL SERVICES | 80.97 |
| 3/23/2021 | 00381986 | ZOOM VIDEO COMMUNICATIONS INC | 1,999.00 |
| 3/26/2021 | 00381989 | A T AND T MOBILITY | 4,561.39 |
| 3/26/2021 | 00381990 | ADVANCE AUTO PARTS | 29.76 |
| 3/26/2021 | 00381991 | ALABAMA DEPT OF TRANSPORTATION | 6,305.72 |
| 3/26/2021 | 00381992 | ALABAMA DEPT OF TRANSPORTATION | 345.57 |
| 3/26/2021 | 00381993 | ALABAMA MEDIA GROUP | 1,162.07 |
| 3/26/2021 | 00381994 | ALABAMA POWER CO | 171.25 |
| 3/26/2021 | 00381995 | ALABAMA POWER CO | 253.32 |
| 3/26/2021 | 00381996 | ALABAMA POWER CO | 340.44 |
| 3/26/2021 | 00381997 | ALABAMA POWER CO | 217.94 |
| 3/26/2021 | 00381998 | ALABAMA POWER CO | 69.70 |
| 3/26/2021 | 00381999 | ALABAMA POWER CO | 29.70 |
| 3/26/2021 | 00382000 | ALABAMA POWER CO | 8,430.52 |
| 3/26/2021 | 00382001 | ALABAMA POWER CO | 10,148.87 |
| 3/26/2021 | 00382002 | ALABAMA POWER CO | 64.32 |
| 3/26/2021 | 00382003 | ALACOURT COM | 117.63 |

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| 3/26/2021 | 00382004 | B AND H PHOTO VIDEO | 149.95 |
| 3/26/2021 | 00382005 | BAYOU FASTENERS AND SUPPLY INC | 18.00 |
| 3/26/2021 | 00382006 | BOB BARKER CO INC | 430.56 |
| 3/26/2021 | 00382007 | BRIM CONSTRUCTION GROUP INC | 1,500.00 |
| 3/26/2021 | 00382008 | CALL NEWS | 1,170.00 |
| 3/26/2021 | 00382009 | CENTURYLINK | 86.91 |
| 3/26/2021 | 00382010 | CENTURYLINK | 95.08 |
| 3/26/2021 | 00382011 | CITRONELLE MEMORIAL LIBRARY | 4,858.75 |
| 3/26/2021 | 00382012 | CITY ELECTRIC SUPPLY | 2,370.00 |
| 3/26/2021 | 00382013 | CONSTRUCTION MATERIALS INC | 537.00 |
| 3/26/2021 | 00382014 | COVETRUS NORTH AMERICA | 70.00 |
| 3/26/2021 | 00382015 | COVINGTON AND SONS LLC | 603.50 |
| 3/26/2021 | 00382016 | CRITTENTON YOUTH SERVICES INC | 5,000.00 |
| 3/26/2021 | 00382017 | CWS GROUP INC | 3,920.00 |
| 3/26/2021 | 00382018 | DADE PAPER AND BAG CO | 7,746.20 |
| 3/26/2021 | 00382019 | DISH | 74.58 |
| 3/26/2021 | 00382020 | FRANK TURNER CONSTRUCTION CO I | 255,472.88 |
| 3/26/2021 | 00382021 | GENERAL FUND | 149.72 |
| 3/26/2021 | 00382022 | GOVERNMENT FINANCE OFFICERS AS | 560.00 |
| 3/26/2021 | 00382023 | JACE CHANDLER AND ASSOC INC | 1,281.48 |
| 3/26/2021 | 00382024 | KONECRANES | 2,341.00 |
| 3/26/2021 | 00382025 | LEXISNEXIS RISK SOLUTIONS | 308.35 |
| 3/26/2021 | 00382026 | MACKNALLY LAND DESIGN PC | 65,988.10 |
| 3/26/2021 | 00382027 | MANNING, ROBERT | 330.00 |
| 3/26/2021 | 00382028 | MARTIN MARIETTA MATERIALS | 9,801.42 |
| 3/26/2021 | 00382029 | MCCRORY AND WILLIAMS | 32,250.72 |
| 3/26/2021 | 00382030 | MCDONALD MUFFLER | 580.00 |
| 3/26/2021 | 00382031 | MCMASTER CARR SUPPLY CO | 41.59 |
| 3/26/2021 | 00382032 | MICHAEL BAKER INTERNATIONAL IN | 17,710.61 |
| 3/26/2021 | 00382033 | MOBILE AREA CHAMBER OF COMMERCE | 20,000.00 |
| 3/26/2021 | 00382034 | MOBILE ASPHALT CO | 317,723.76 |
| 3/26/2021 | 00382035 | MOBILE BAR ASSOCIATION | 60.00 |
| 3/26/2021 | 00382036 | MOBILE TECHNICAL INSTITUTE | 3,630.00 |
| 3/26/2021 | 00382037 | MOFFETT ROAD ACE HARDWARE LLC | 139.98 |
| 3/26/2021 | 00382038 | MONTGOMERY ADVERTISER | 640.92 |
| 3/26/2021 | 00382039 | MULLINAX FORD OF MOBILE LLC | 5,321.85 |
| 3/26/2021 | 00382040 | MWI VETERINARY SUPPLY CO | 840.77 |
| 3/26/2021 | 00382041 | NORTHERN TOOL AND EQUIPMENT | 22.99 |
| 3/26/2021 | 00382042 | OEC BUSINESS SUPPLIES | 121.48 |
| 3/26/2021 | 00382043 | OFFICE DEPOT | 15.98 |
| 3/26/2021 | 00382044 | OLENSKY BROTHERS OFFICE PRODUC | 2,370.48 |
| 3/26/2021 | 00382045 | PRECISION DELTA CORP | 21,554.40 |
| 3/26/2021 | 00382046 | PROBATE COURT | 46.00 |
| 3/26/2021 | 00382047 | RANGER ENVIRONMENTAL SERVICES | 1,184.65 |
| 3/26/2021 | 00382048 | VANCE, ROBERT B | 795.70 |
| 3/26/2021 | 00382049 | ROSENTHAL AND ROSENTHAL INC | 2,463.75 |
| 3/26/2021 | 00382050 | ROSTEN, PETER | 2,692.30 |
| 3/26/2021 | 00382051 | S AND O ENTERPRISES | 1,035.00 |
| 3/26/2021 | 00382052 | S AND S SPRINKLER CO LLC | 700.00 |
| 3/26/2021 | 00382053 | SABEL STEEL SERVICE | 1,061.77 |
| 3/26/2021 | 00382054 | SHARP ELECTRONICS CORP | 1,193.60 |
| 3/26/2021 | 00382055 | SOUTH ALABAMA UTILITIES | 900.00 |
| 3/26/2021 | 00382056 | SPEEGLE HOFFMAN HOLMAN & HOLIF | 1,898.60 |

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|---------------|----------|--------------------------------|------------|
| 3/26/2021 | 00382057 | SPRING HILL ANIMAL CLINIC LLC | 604.76 |
| 3/26/2021 | 00382058 | STRICKLAND PAPER CO INC | 65.90 |
| 3/26/2021 | 00382059 | TARDIE, JEFFREY DEAN | 7,500.00 |
| 3/26/2021 | 00382060 | TAYLOR WHITE ELEMENTARY PTA | 10,800.00 |
| 3/26/2021 | 00382061 | THE NEW LYONS PARK TENNIS ASSO | 3,500.00 |
| 3/26/2021 | 00382062 | THE PARTS HOUSE | 1,176.00 |
| 3/26/2021 | 00382063 | WEST PUBLISHING CORPORATION | 394.62 |
| 3/26/2021 | 00382064 | TK ELEVATOR CORPORATION | 776.25 |
| 3/26/2021 | 00382065 | TRANE USA INC | 546.30 |
| 3/26/2021 | 00382066 | TRUCKIN UP | 1,324.00 |
| 3/26/2021 | 00382067 | VERIZON WIRELESS | 18,785.50 |
| 3/26/2021 | 00382068 | WARD INTERNATIONAL TRUCKS OF A | 1,838.46 |
| 3/26/2021 | 00382069 | WASTE SERVICES LLC | 1,230.00 |
| 3/26/2021 | 00382070 | WEAVER AND SONS INC, HOSEA O | 61,527.46 |
| 3/26/2021 | 00382071 | WEAVER AND SONS INC, HOSEA O | 317,732.76 |
| 3/26/2021 | 00382072 | WEAVER AND SONS INC, HOSEA O | 43,141.02 |
| 3/26/2021 | 00382073 | WILSON, CARRIE | 850.00 |
| 3/26/2021 | 00382074 | WRIGHT NATIONAL FLOOD INSURANC | 57,529.00 |
| 3/26/2021 | 00382075 | XEROX CORP | 698.02 |
| 3/30/2021 | 00382076 | AL DEPT OF ENVIRONMENTAL MANAG | 800.00 |
| 3/30/2021 | 00382077 | ALABAMA MEDIA GROUP | 210.12 |
| 3/30/2021 | 00382078 | ATCHISON FIRM PC | 200.00 |
| 3/30/2021 | 00382079 | CECIL, CHRISTOPHER | 42.21 |
| 3/30/2021 | 00382080 | EDDINS, KENNETH | 100.00 |
| 3/30/2021 | 00382081 | GALLS LLC | 25.50 |
| 3/30/2021 | 00382082 | GENERAL FUND | 9,271.44 |
| 3/30/2021 | 00382083 | GLOBAL EQUIPMENT CO INC | 1,640.99 |
| 3/30/2021 | 00382084 | GULF COAST TRUCK AND EQUIPMENT | 416.27 |
| 3/30/2021 | 00382085 | HAVEN HILL EGG CO INC | 95.40 |
| 3/30/2021 | 00382086 | HD SUPPLY FACILITIES MAINTENAN | 132.20 |
| 3/30/2021 | 00382087 | HOME DEPOT, THE | 51.44 |
| 3/30/2021 | 00382088 | IND REVOLVING FUND DEPT OF COR | 1,765.00 |
| 3/30/2021 | 00382089 | JORDAN, TODD | 100.00 |
| 3/30/2021 | 00382090 | KENMAR FAMILY FUNERAL HOME LLC | 3,973.50 |
| 3/30/2021 | 00382091 | KRONOS INC | 3,644.16 |
| 3/30/2021 | 00382092 | MCCONNELL AUTOMOTIVE CORP | 604.78 |
| 3/30/2021 | 00382093 | MCKESSON MEDICAL SURGICAL GOVE | 227.87 |
| 3/30/2021 | 00382094 | MCMASTER CARR SUPPLY CO | 192.89 |
| 3/30/2021 | 00382095 | MILLS DISTRIBUTORS | 117.11 |
| 3/30/2021 | 00382096 | MINGLEDORFFS INC | 11,234.25 |
| 3/30/2021 | 00382097 | MOBILE FENCE CO | 3,788.00 |
| 3/30/2021 | 00382098 | PIERCE LEDYARD PC | 910.00 |
| 3/30/2021 | 00382099 | PINNACLE NETWORKX LLC | 858.62 |
| 3/30/2021 | 00382100 | PROBATE COURT | 46.00 |
| 3/30/2021 | 00382101 | PROBATE COURT | 23.00 |
| 3/30/2021 | 00382102 | SHARP ELECTRONICS CORP | 975.87 |
| 3/30/2021 | 00382103 | SHI INTERNATIONAL CORP | 860.16 |
| 3/30/2021 | 00382104 | SHRED IT US HOLD CO INC | 130.37 |
| 3/30/2021 | 00382105 | SMALLS MORTUARY INC | 1,800.00 |
| 3/30/2021 | 00382106 | SOUTH ALABAMA UTILITIES | 1,160.13 |
| 3/30/2021 | 00382107 | SOUTH ALABAMA UTILITIES | 1,389.37 |
| 3/30/2021 | 00382108 | SPENCERS ENTERPRISE INC | 15,085.16 |
| 3/30/2021 | 00382109 | SUNBELT RENTALS INC | 653.81 |

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| 3/30/2021 | 00382110 | TERMINIX SERVICE | 517.00 |
| 3/30/2021 | 00382111 | TERRACON | 3,250.00 |
| 3/30/2021 | 00382112 | THOMPSON TRACTOR CO INC | 1,350.00 |
| 3/30/2021 | 00382113 | TK ELEVATOR CORPORATION | 57,227.24 |
| 3/30/2021 | 00382114 | VES SPECIALISTS | 3,290.00 |
| 3/30/2021 | 00382115 | WASTE MANAGEMENT INC | 303.95 |
| 3/30/2021 | 00382116 | WATKINS, LYNDELL PRESSON | 100.00 |
| 3/30/2021 | 00382117 | WATTS, DAVID | 10.00 |
| 3/30/2021 | 00382118 | XEROX CORP | 329.86 |
| 3/30/2021 | 00382119 | ZOLL MEDICAL CORPORATION | 10,169.80 |
| Total Claims Paid for General Invoices | | | \$ 5,265,594.39 |
| 3/22/2021 | 00000209 | MOBILE CO ACCOUNTS PAYABLE ACC | 25.76 |
| 3/25/2021 | 00000655 | MOBILE CO ACCOUNTS PAYABLE ACC | 255,472.88 |
| 3/18/2021 | 00001008 | MOBILE CO ACCOUNTS PAYABLE ACC | 44,886.00 |
| 3/25/2021 | 00001009 | MOBILE CO ACCOUNTS PAYABLE ACC | 335,434.37 |
| 3/18/2021 | 00001091 | MOBILE CO ACCOUNTS PAYABLE ACC | 27,425.10 |
| 3/25/2021 | 00001092 | MOBILE CO ACCOUNTS PAYABLE ACC | 58,923.58 |
| 3/29/2021 | 00001093 | MOBILE CO ACCOUNTS PAYABLE ACC | 67,020.78 |
| 3/22/2021 | 00001108 | MOBILE CO ACCOUNTS PAYABLE ACC | 328,611.85 |
| 3/25/2021 | 00001109 | MOBILE CO ACCOUNTS PAYABLE ACC | 15,808.08 |
| 3/18/2021 | 00001114 | MOBILE CO ACCOUNTS PAYABLE ACC | 96,542.53 |
| 3/22/2021 | 00001115 | MOBILE CO ACCOUNTS PAYABLE ACC | 7,480.00 |
| 3/25/2021 | 00001116 | MOBILE CO ACCOUNTS PAYABLE ACC | 37,001.89 |
| 3/29/2021 | 00001117 | MOBILE CO ACCOUNTS PAYABLE ACC | 970.00 |
| 3/18/2021 | 00001269 | MOBILE CO ACCOUNTS PAYABLE ACC | 20,089.88 |
| 3/22/2021 | 00001270 | MOBILE CO ACCOUNTS PAYABLE ACC | 24,445.03 |
| 3/25/2021 | 00001271 | MOBILE CO ACCOUNTS PAYABLE ACC | 325,354.00 |
| 3/29/2021 | 00001272 | MOBILE CO ACCOUNTS PAYABLE ACC | 150.00 |
| 3/18/2021 | 00001436 | MOBILE CO ACCOUNTS PAYABLE ACC | 84,377.82 |
| 3/22/2021 | 00001437 | MOBILE CO ACCOUNTS PAYABLE ACC | 8,529.15 |
| 3/25/2021 | 00001438 | MOBILE CO ACCOUNTS PAYABLE ACC | 43,141.02 |
| 3/29/2021 | 00001439 | MOBILE CO ACCOUNTS PAYABLE ACC | 3,059.30 |
| 3/18/2021 | 00001518 | MOBILE CO ACCOUNTS PAYABLE ACC | 19,612.00 |
| 3/18/2021 | 00001718 | MOBILE CO ACCOUNTS PAYABLE ACC | 20.16 |
| 3/25/2021 | 00001719 | MOBILE CO ACCOUNTS PAYABLE ACC | 1,200.00 |
| 3/18/2021 | 00001802 | MOBILE CO ACCOUNTS PAYABLE ACC | 1,619.00 |
| 3/25/2021 | 00001803 | MOBILE CO ACCOUNTS PAYABLE ACC | 14,927.54 |
| 3/29/2021 | 00001804 | MOBILE CO ACCOUNTS PAYABLE ACC | 9.00 |
| 3/18/2021 | 00002097 | MOBILE CO ACCOUNTS PAYABLE ACC | 10,820.79 |
| 3/22/2021 | 00002098 | MOBILE CO ACCOUNTS PAYABLE ACC | 88,628.89 |
| 3/18/2021 | 00002125 | MOBILE CO ACCOUNTS PAYABLE ACC | 146,750.55 |
| 3/25/2021 | 00002126 | MOBILE CO ACCOUNTS PAYABLE ACC | 1,083.63 |
| 3/29/2021 | 00002127 | MOBILE CO ACCOUNTS PAYABLE ACC | 9,271.44 |
| 3/18/2021 | 00003016 | MOBILE CO ACCOUNTS PAYABLE ACC | 3,103.00 |
| 3/22/2021 | 00003017 | MOBILE CO ACCOUNTS PAYABLE ACC | 82.80 |
| 3/25/2021 | 00003018 | MOBILE CO ACCOUNTS PAYABLE ACC | 27,024.17 |
| 3/30/2021 | 00003019 | MOBILE CO PAYROLL ACCOUNT | 31,357.72 |
| 3/18/2021 | 00004954 | MOBILE CO ACCOUNTS PAYABLE ACC | 186,374.00 |
| 3/25/2021 | 00004955 | MOBILE CO PAYROLL ACCOUNT | 392,511.73 |
| 3/26/2021 | 00004956 | MOBILE CO FEDERAL TAX ACCOUNT | 28,506.39 |
| 3/18/2021 | 00005184 | MOBILE CO ACCOUNTS PAYABLE ACC | 2,496.75 |

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|---------------|----------|--------------------------------|--------------|
| 3/22/2021 | 00005185 | MOBILE CO ACCOUNTS PAYABLE ACC | 4,883.26 |
| 3/25/2021 | 00005186 | MOBILE CO ACCOUNTS PAYABLE ACC | 91.27 |
| 3/25/2021 | 00005187 | MOBILE CO PAYROLL ACCOUNT | 5,460.80 |
| 3/26/2021 | 00005188 | MOBILE CO FEDERAL TAX ACCOUNT | 381.68 |
| 3/18/2021 | 00006844 | MOBILE CO ACCOUNTS PAYABLE ACC | 46,799.64 |
| 3/22/2021 | 00006845 | MOBILE CO ACCOUNTS PAYABLE ACC | 13,655.01 |
| 3/25/2021 | 00006846 | MOBILE CO ACCOUNTS PAYABLE ACC | 11,200.03 |
| 3/25/2021 | 00006847 | MOBILE CO PAYROLL ACCOUNT | 131,706.78 |
| 3/26/2021 | 00006848 | MOBILE CO FEDERAL TAX ACCOUNT | 9,733.10 |
| 3/29/2021 | 00006849 | MOBILE CO ACCOUNTS PAYABLE ACC | 438.93 |
| 3/18/2021 | 00014466 | MOBILE CO ACCOUNTS PAYABLE ACC | 75,690.62 |
| 3/22/2021 | 00014467 | MOBILE CO ACCOUNTS PAYABLE ACC | 70,524.33 |
| 3/25/2021 | 00014468 | MOBILE CO ACCOUNTS PAYABLE ACC | 94,408.74 |
| 3/29/2021 | 00014469 | MOBILE CO ACCOUNTS PAYABLE ACC | 6,088.57 |
| 3/18/2021 | 00082843 | MOBILE CO ACCOUNTS PAYABLE ACC | 1,228,317.42 |
| 3/22/2021 | 00082844 | MOBILE CO ACCOUNTS PAYABLE ACC | 348,384.89 |
| 3/25/2021 | 00082845 | MOBILE CO ACCOUNTS PAYABLE ACC | 512,412.15 |
| 3/25/2021 | 00082846 | MOBILE CO PAYROLL ACCOUNT | 2,216,850.60 |
| 3/26/2021 | 00082847 | MOBILE CO FEDERAL TAX ACCOUNT | 162,976.82 |
| 3/29/2021 | 00082848 | MOBILE CO ACCOUNTS PAYABLE ACC | 78,023.49 |
| 3/30/2021 | 00082849 | MOBILE CO PAYROLL ACCOUNT | 443,648.48 |
| 3/22/2021 | 00381987 | WATKINS, LYNDELL PRESSON | 219.00 |
| 3/24/2021 | 00381988 | GLASS, ANDREW | 219.00 |
| 3/30/2021 | 00382120 | JORDAN, THOMAS TIMOTHY | 185.00 |

Total Claims Paid for Treasury Division \$ 8,212,448.19

Total Claims Paid \$13,478,042.58

Motion carried unanimously.

AGENDA #3

APPROVE REQUEST/SHERIFF'S OFFICE/
INTERNALLY PURCHASE VEHICLES

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve request of the Sheriff's Office to internally purchase vehicles to their fleet, as follows:

2021 Toyota Highlander, VIN #5TDYZRAH6MS053175

2021 Toyota 4Runner, VIN #JTEDU5JR7M5236388

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This request will not increase the Fleet, and the Sheriff's Office will deadline two (2) vehicles.

Motion carried unanimously.

AGENDA #4

APPROVE RESCINDING COMMISSION ACTION/
DECEMBER 28, 2020 MINUTES, AGENDA ITEM #13/
APPROVING EFP-115-21, EFP-207-21, AND
EFP-302-21/SPONSORSHIP/USS ALABAMA
BATTLESHIP FOUNDATION

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve rescinding Mobile County Commission action in the December 28, 2020 Minutes, Agenda #13; approving EFP-115-21, EFP-207-21, and EFP-302-21, sponsorship with USS ALABAMA Battleship Foundation in the total amount of \$7,500.00, divided equally among District 1, District 2, and District 3 in the amount of \$2,500.00 each.

Motion carried unanimously.

AGENDA #5

APPROVE EFP-129-21 AND EFP-304-21/
CONTRACT/MOBILE AREA BLACK CHAMBER
OF COMMERCE/DISTRICT 1 AND 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve EFP-129-21 and EFP-304-21, contract with the Mobile Area Black Chamber of Commerce in the total amount of \$7,500.00; to be equally divided between District 1 and District 3 funds in the amount of \$3,750.00 each, for operational expenses, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #6

APPROVE EFP-128-21/EFP-221-21/EFP-303-21/
CONTRACT/MOBILE MEDICAL MUSEUM, INC./
DISTRICT 1, 2, AND 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve EFP-128-21, EFP-221-21, and EFP-303-21, contract with the Mobile Medical Museum, Inc. in the total amount of \$3,000.00; to be equally divided among District 1, District 2, and District 3 funds in the amount of \$1,000.00 each, to help support educational programs and virtual student tours, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

AGENDA #7

APPROVE CDP-116-21/CONTRACT/RESTORE
MOBILE, INC./DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve CDP-116-21, contract with Restore Mobile, Inc. in the amount of \$25,000.00, from District 1 funds, for the continuation of the acquisition and stabilization of brick-and-mortar restoration projects, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

AGENDA #8

APPROVE EFP-220-21/CONTRACT/BOARD
OF SCHOOL COMMISSIONERS OF MOBILE
COUNTY (TO BENEFIT OLIVE J. DODGE
ELEMENTARY SCHOOL)/DISTRICT 2 FUNDS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve EFP-220-21, contract with the Board of School Commissioners of Mobile County (to benefit Olive J. Dodge Elementary School) in the amount of \$17,900.00, from District 2 funds, to purchase playground equipment and outdoor benches.

Motion carried unanimously.

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AGENDA #9

APPROVE CDP-117-21/CONTRACT/DUMAS WESLEY
COMMUNITY CENTER, INC./DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve CDP-117-21, contract with Dumas Wesley Community Center, Inc. in the amount of \$10,000.00, from District 1 funds, for the "Old Pencil Company" development project, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

AGENDA #10

APPROVE AMENDING EFP-123-21/PROFESSIONAL
SERVICES AGREEMENT/MPACT PUBLIC AFFAIRS
CONSULTING/DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve amending EFP-123-21, professional services agreement with MPACT Public Affairs Consulting, to provide additional funds in the amount of \$12,392.00, from District 1 funds, for professional services and expenses, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #11

APPROVE AWARD OF BID/STAR SERVICE, INC.
OF MOBILE/BMP-2021-001/REMOVE AND REPLACE
RAYPAK BOILERS/METRO JAIL BUILDING 1200

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve award of bid to Star Service, Inc. of Mobile for BMP-2021-001, Remove and Replace two (2) Raypak Boilers at the Metro Jail Building 1200, for the total bid in the amount of \$37,875.00.

Motion carried unanimously.

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AGENDA #12

APPROVE INTERGOVERNMENTAL AGREEMENT/
CITY OF MOBILE/MOBILE COUNTY SOCCER
COMPLEX, PHASE II

Commissioner Connie Hudson: Should this read pending final legal approval, Jay Ross, County Attorney?

Jay Ross, County Attorney: Yes, ma'am.

Commissioner Hudson: Okay. Pending final legal approval.

Glenn L. Hodge, County Administrator: We'll change that.

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve Intergovernmental Agreement with the City of Mobile, relating to the City's appropriation of \$250,000.00 for the Mobile County Soccer Complex, Phase II, pending final legal approval, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

President Merceria Ludgood: Is this an addition to the first \$600,000.00 used?

Commissioner Hudson: No. They didn't do it.

President Ludgood: Oh.

Commissioner Hudson: This is it.

President Ludgood: This is?

Commissioner Hudson: Yes.

President Ludgood: Okay.

AGENDA #13

APPROVE AMENDING 2019 CAPITAL IMPROVEMENT
PLAN/PROJECT CIP-2019-013/GOVERNMENT
PLAZA COFFEE SHOP/APPROVE DECREASING
PROJECT CIP-2019-007/GOVERNMENT PLAZA
RENOVATIONS, CEREMONIAL ROOM

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve amending the 2019 Capital Improvement Plan to create Project CIP-2019-013, Government

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Plaza Coffee Shop with an estimated cost of \$80,000.00. Also, approve decreasing the estimated cost of Project CIP-2019-007, Government Plaza Renovations, Ceremonial Room by \$80,000.00.

This amendment creates Project CIP-2019-013, Coffee Shop Government Plaza and decreases Project CIP-2019-007, Government Plaza Renovations, Ceremonial Room by \$80,000.00.

Motion carried unanimously.

AGENDA #14

APPROVE AWARD OF BID/STAR SERVICE, INC.
OF MOBILE/BMP-2019-007/NORTH TOWER
BOILER UPGRADES AND VENT REPLACEMENT

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve award of bid to Star Service, Inc. of Mobile for BMP-2019-007, North Tower Boiler Upgrades and Vent Replacement, for the total bid in the amount of \$189,894.00.

Motion carried unanimously.

AGENDA #15

APPROVE EXPENSES/GRAND BAY FIRE DISTRICT
TRUSTEE PLACE 5 RUN-OFF ELECTION

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve expenses for Grand Bay Fire District Trustee Place 5 Run-Off Election to be held April 20, 2021, as follows:

| | | |
|----------------------------|--------------|----------|
| Inspector | 1 x \$200.00 | \$200.00 |
| Chief Clerk | 1 x \$175.00 | \$175.00 |
| Assistant Clerk | 1 x \$150.00 | \$150.00 |
| Facility Rental | | \$150.00 |
| Total Election Day Expense | | \$675.00 |

Motion carried unanimously.

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AGENDA #16

APPROVE AGREEMENT/BUSINESS SYSTEMS
AND CONSULTANTS, INC./PROBATE COURT

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve agreement with Business Systems and Consultants, Inc. in the amount of \$1,653.00, for annual maintenance of the microfilm scanner and reader printer, for Probate Court, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #17

APPROVE AWARD OF BID/BEN RADCLIFF
CONTRACTOR, INC./PROJECT CIP-2019-010/
VEHICLE MAINTENANCE FACILITIES FOR CAMPS

Glenn L. Hodge, County Administrator: Commissioners, do you desire to hold this over until the next conference and meeting? There are some other properties we are looking at.

Commissioner Connie Hudson: Okay.

Commissioner Randall Dueitt: Is Tyler Martin, Facilities Engineering Director, able to contact and extend the bid?

Glenn L. Hodge: At this time, we have not heard back from him, Commissioner. We will probably do it at the next conference since it will be within the thirty (30) days.

Commissioner Dueitt: Okay.

At the request of Glenn L. Hodge, County Administrator, this item was held over.

AGENDA #18

APPROVE ASSIGNMENT/DAKINSTREET
ARCHITECTS/PROJECT CIP-2019-013/
COFFEE SHOP GOVERNMENT PLAZA

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve assignment of Dakinstreet Architects to perform professional services associated with

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Project CIP-2019-013, Coffee Shop Government Plaza. The work will consist of the design, bidding, and project administration for the build-out of approximately 486 square feet of tenant space at the Mobile County Government Plaza, for the proposed fee in the amount of \$8,900.00.

Motion carried unanimously.

AGENDA #19

APPROVE CORRECTION/MARCH 22, 2021 MINUTES,
AGENDA ITEM #26/APPROVE PROFESSIONAL
SERVICES AGREEMENT/RESULTS PERFORMANCE
CONSULTING & INVESTIGATIONS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve correction in the March 22, 2021 Minutes, Agenda Item #26. The item should have read as follows: Approve professional services agreement with Results Performance Consulting & Investigations for creation of a centralized Employee Relations model and implementation of internal investigation processes and procedures at a cost of \$42,975.00, "more or less," and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #20

APPROVE INTERGOVERNMENTAL AGREEMENT/
CITY OF MOBILE/AFRICATOWN HERITAGE HOUSE

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve Intergovernmental Agreement with the City of Mobile, relating to the City's appropriation of \$250,000.00 for the Africatown Heritage House, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #21

APPROVE AWARD OF BID/J. HUNT ENTERPRISES/
ESCATAWPA HOLLOW PARK AND CAMPGROUND
IMPROVEMENTS PHASE 1A/GMSA-2105-1A

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve award of bid to J. Hunt Enterprises for Escatawpa Hollow Park and Campground Improvements Phase 1A (GMSA-2105-1a), for the total bid in the amount of \$4,834,642.85.

Motion carried unanimously.

AGENDA #22

AUTHORIZE AMENDMENT/SUB-RECIPIENT AGREEMENT/
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES (ADCNR)/NORTHWEST SATSUMA WATER AND
SEWER PROJECT PHASE 1 ENGINEERING AND DESIGN

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board authorize amendment to the sub-recipient agreement with the Alabama Department of Conservation and Natural Resources (ADCNR), for the Northwest Satsuma Water and Sewer Project Phase I Engineering and Design to extend the grant award performance period to December 31, 2021, and authorize the President of the Commission to execute the amendment on behalf of Mobile County.

Motion carried unanimously.

AGENDA #23

APPROVE AMENDING MOBILE COUNTY
COMMISSION CONFERENCE AND MEETING SCHEDULE

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve amending Mobile County Commission Conference and Meeting Schedule to add Special Meeting held April 5, 2021, at 1:30 P.M.

Motion carried unanimously.

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AGENDA #24

ADOPT RESOLUTION/FIX COST AND ESTABLISH
LIEN/REAL PROPERTY/7836 CAROLYN WAY,
THEODORE, ALABAMA/DISTRICT 3/CDBG
PROJECT NUMBER MCD3-PF-18-001

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board adopt the following resolution:

WHEREAS, Alabama Act 2002-323 was passed by the Alabama Legislature on August 14, 2002, and;

WHEREAS, the Mobile County Commission previously determined that it was in the best interest of the citizens of Mobile County to utilize Act 2002-323 to remove or demolish buildings or structures, or parts of buildings or structures, including party walls and foundations when found to constitute a public nuisance, and;

WHEREAS, the Mobile County Commission previously appointed and designated Jay M. Ross, Mobile County Attorney, as the appropriate County official to exercise the authority and perform the duties delegated by said Act, and;

WHEREAS, the Mobile County Commission previously determined on May 11, 2020 that the real property located at 7836 Carolyn Way, Theodore, Alabama 36502 and more partially described as follows:

Lot 1A, a resubdivision of Lot 1, Block One, Town and Country Estates, according to plat thereof recorded in Map Book 93, Page 18 of the records in the Office of the Judge of Probate, Mobile County, Alabama

constituted a public nuisance and authorized the County official to remove or demolish such building or structures, or parts of building or structures, including party walls on said property, and;

WHEREAS, said building or structure or parts of building or structure have been demolished and all debris from said real property has been removed and;

WHEREAS, appropriate notice was given as provided by Alabama law and hearing was held by the Mobile County Commission on April 12, 2021 and report submitted to the Commission by the appropriate building official itemizing the costs of the demolition of said property;

NOW THEREFORE BE IT RESOLVED by the Mobile County Commission as follows:

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1. That the Mobile County Commission does hereby fix the cost in the amount of \$3,695.00 which includes \$945.00 for asbestos inspection/testing and \$2750.00 for demolition and removal of debris (invoices attached) against the real property located at 7836 Carolyn Way, Theodore, Alabama 36502, Mobile County, Alabama.

2. That in accordance with Alabama Act 2002-323, said amount shall constitute a special assessment against the property upon which the building or structure was located at 7836 Carolyn Way, Theodore, Alabama 36502.

3. That the County Official be and is hereby authorized and directed to file a certified copy of this resolution in the Office of the Judge of Probate of Mobile County, Alabama and to notify the Mobile County Revenue Commission of this action.

Motion carried unanimously.

AGENDA #25

APPROVE CDP-211-21/SPONSORSHIP/
ALUMNI & FRIENDS OF SEMMES
SCHOOL, INC./DISTRICT 2 FUNDS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve CDP-211-21, sponsorship with Alumni & Friends of Semmes School, Inc. in the amount of \$500.00, from District 2 funds, for its Annual Semmes Heritage Day Event.

Motion carried unanimously.

AGENDA #26

APPROVE CDP-212-21/SPONSORSHIP/SEMMES
CHAMBER OF COMMERCE/DISTRICT 2 FUNDS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve CDP-212-21, sponsorship with Semmes Chamber of Commerce in the amount of \$1,000.00, from District 2 funds, for its Annual Azalea Festival Event.

Motion carried unanimously.

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AGENDA #27

APPROVE INVESTMENT ADVISORY AGREEMENT/
PFM ASSET MANAGEMENT, LLC

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve Investment Advisory Agreement with PFM Asset Management, LLC, for professional services as investment advisor, for a month-to-month term, compensation to be based upon a percentage of assets under management, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #28

ADOPT RESOLUTION/SMALL WIRELESS
FACILITIES ON PUBLIC RIGHTS-OF-WAY

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board adopt the following resolution:

**RESOLUTION RELATING TO SMALL WIRELESS FACILITIES
ON PUBLIC RIGHTS-OF-WAY**

Section I. Purpose and scope

- (1) The purpose of this resolution is to establish guidelines relating to the permitting, installation and construction of small wireless facilities and support structures poles in County rights-of-way in order to comply with federal laws, orders, and regulations. To the extent the provisions of this resolution differ from applicable federal laws, orders, and regulations, the latter shall govern, whether finally approved prior to or subsequent to the effective date hereof.
- (2) This resolution is intended to:
 - (a) Prevent interference with the use of streets, sidewalks, alleys, parkways, and other public ways and places by pedestrians, vehicular traffic, and utilities;
 - (b) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
 - (c) Prevent interference with the facilities and operations of facilities lawfully located in rights-of-way, or installed on public infrastructure;
 - (d) Protect against environmental damage, including damage to trees;
 - (e) Facilitate the deployment of small wireless facilities to provide the benefits of wireless services to County residents and businesses;
 - (f) Protect other important County interests, including the public health, safety, aesthetics and local property values, while establishing an orderly process for siting small wireless facilities in the rights-of-way;

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(g) It is not the purpose or intent of this resolution to: prohibit or have the effect of prohibiting wireless communication services; unreasonably discriminate among providers of functionally equivalent wireless communication services; regulate the placement, construction or modification of small wireless facilities on the basis of the environmental effects of radio frequency emissions where it is demonstrated that the wireless communications facility does or will comply with applicable FCC regulations; or prohibit or effectively prohibit collocations or modification that the County must approve under state or federal law.

Section II. Definitions

The following words, terms, and phrases, when used in this resolution, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon, including its derivations, means that, following the placement of small wireless facilities or support structures in the County rights-of-way pursuant to a SWF permit by a Company, any of the following has occurred: (1) for any reason the SWF or support structure ceases to be used to transmit signals, data or messages or otherwise be used for their intended purposes for a period of 180 days without the Company otherwise notifying the County and obtaining County approval; (2) the County revokes the SWF permit for placement and use of those facilities or the support structure due to nonpayment of applicable fees; (3) the failure of the Company to comply with the requirements of this resolution, the license agreement, or the SWF permit; or (4) the Company fails to perform any of its responsibilities, obligations and requirements in this resolution, license agreement, or the SWF permit relating to the installation, construction, maintenance, use or operation of the small wireless facilities or support structures, and that breach remains uncured for the applicable cure period.

Accessory equipment or *equipment* means any equipment, other than an antenna, that is used in conjunction with a SWF. Such equipment must be attached to or in the immediate vicinity of a SWF support structure, and includes cabinets, optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, radio units, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment.

Affiliate or *affiliated person* means any person, directly or indirectly, controlling, controlled by, or under common control with a Company, as defined herein; provided, however, affiliate shall not include any limited partner or shareholder holding an interest of less than 15 percent of a Company, or any creditor of a Company, solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, a Company.

Annual license fee means the annual fee for use of the County's rights-of-way.

Antenna means communications equipment that transmits or receives electromagnetic radio signals, electromagnetic waves, radio or other wireless signals used in the provision of wireless communication services, which is attached to a SWF support structure and is used to communicate wireless service. The use of the term 'antenna' shall also refer to the antenna concealment enclosure when such concealment enclosure is required by this resolution or applicable design standards. A concealment element otherwise will not count against the volumetric cap for an antenna when determining if a facility qualifies as a "small wireless facility" under this resolution.

Applicable codes mean the duly adopted technical codes of the County, including the building, fire, electrical, plumbing, or mechanical codes, are adopted by reference from the codes of a national code organization, including any local amendments made thereto at any time and from time to time, or codes that are otherwise applicable in the County.

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The term includes the regulations of the FCC and the Occupational Safety and Health Administration, as well as any local standards or regulations governing the use of rights-of-way, including those set out herein.

Applicable law means any or all federal or state statutes, county resolutions, rules, regulations, standards, applicable codes, and other laws, now existing or hereafter adopted, as such laws are amended or as they may from time to time be amended or superseded, which apply to a Company's communications services, its facilities, or the matters covered by this resolution. Where reference is made to a specified law, including a specified state statute, the United States Code, or the Code of Federal Regulations, it shall mean and include such laws as amended or as may be from time to time amended or superseded.

Application means an application for a license agreement or a SWF permit under this resolution.

Application fee means a SWF permit application fee assessed pursuant to this resolution for the County's review of an application for a permit for a SWF or support structure.

Company means a wireless operator which seeks to enter, or enters, a license agreement with the County for use of County rights-of-way for installation of one or more small wireless facilities and/or support structures, and which may seek or obtain one or more SWF permits issued by the County. Sometimes referred to herein as a "grantee" or an "applicant".

County means Mobile County, Alabama.

County laws mean any codes, regulations, standards, or specifications adopted by reference; and shall also include the subarticle regulations and any other such rules or regulations that departments, agencies, commissions, boards, or bureaus of the County are authorized to establish; all of which are as amended or as may from time to time be amended or superseded.

County-owned pole means (i) a pole owned by the County in the right-of-way that provides street lighting functions, including light poles, (ii) traffic signal poles and stanchions owned by the County, and (iii) a pole or similar structure owned or operated by the County in the right-of-way that supports only wireless facilities. Notwithstanding the foregoing, the term does not include and this resolution does not apply to utility facilities owned by public utilities including, but not limited to, poles or structures owned by an electric provider.

County-owned structure means any facility, structure or infrastructure located in the rights-of-way to which the County holds title, including County-owned poles, towers, and communications infrastructure.

County-owned support structure means a County-owned pole or County-owned structure that is available or approved for collocation or attachment of a SWF.

County Engineer is the County representative delegated responsibility for management of the rights-of-way, and to administer and enforce this resolution on behalf of the County, and that person's designee.

Collocate, or its derivations, means to place or install a SWF on an existing support structure that is owned, controlled, or leased by a utility, the County, or other person or entity, including a Company; or the modification or replacement of such a structure for the purpose of such placement or installation.

Day means a calendar day.

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Distributed antenna system or *DAS* means a network or facility that distributes radio frequency signals to provide wireless services and consisting of (1) remote antenna nodes deployed throughout a desired coverage area; (2) a high-capacity signal transport medium connected to a central hub site; and, (3) equipment located at the hub site to process or control the radio frequency signals through the antennas, which meets the height and size characteristics of a SWF.

Emergency means a condition that (1) constitutes an immediate danger to the health, welfare, or safety of the public, or (2) has caused or is likely to cause substantial damage to the right-of-way or to facilities in the right-of-way, or adjacent thereto.

FCC means the Federal Communications Commission of the United States or any successor agency.

Include, or its derivations, does not limit a term to its specified example.

Install, or its derivations, means to install, construct, place, locate, collocate, relocate, replace, or modify a SWF or support structure in the rights-of-way.

License agreement means a written agreement between the County and a Company, approved by the County Commission, permitting use of County rights-of way. SWF permits will be issued only to wireless operators who have entered a license agreement with the County. .

Make-ready work means work the County reasonably determines to be required to accommodate a wireless provider's installation on a County-owned support structure and to comply with all applicable standards. The work may include repair, rearrangement, replacement and construction of poles; inspections; engineering work and certification; permitting work; tree trimming (other than tree trimming performed for normal maintenance purposes); site preparation; and electrical power configuration. The term does not include a wireless provider's routine maintenance.

Person means an individual, a corporation, partnership, limited liability company, association, trust, unincorporated organization, or other legal entity or organization.

Private property means real property located in the County that does not lie within the rights-of-way, including such appurtenances or easements attached to or associated with such property, which is not owned by the County, a municipality, the state, or other public body.

Replacement means installing a new SWF support structure of comparable or smaller proportions and of comparable or shorter height to a preexisting small cell support structure in order to accommodate collocation of small wireless facilities, and the associated removal of the preexisting small wireless facilities or support structure. To qualify as a replacement, the replacement support structure must be installed within five feet of the existing support structure which it will replace.

Rights-of-way means the surface of and the space on, above, and below any public street, public road, public highway, public freeway, public lane, public way, public alley, public sidewalk, public boulevard, public parkway, public drive, or public utility easement, immediately adjacent to and parallel with any such street, road, highway, lane, alley, or sidewalk (to the extent of the County's interest or authority), now or hereafter held by the County, whether opened or unopened; but not including any municipal, state, or federal rights-of-way or any property owned or controlled by any person or entity other than the County, except as provided by applicable law or pursuant to an agreement between the County and any such person or entity. Such term shall also not include property such as County parks, County buildings, County property, the Jeremiah A. Denton Airport, public works facilities, or public utility facilities owned or leased by the County which is not used or is not typically used as rights-of-way for vehicular or pedestrian transport or the installation of utility distribution facilities.

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Separate property means real property, whether private property or property publicly owned or controlled, that does not lie in the rights-of-way.

Small wireless facility or SWF permit means a permit issued by the County Engineer to a Company which relates to one or more specified small wireless facilities or support structures in the County right-of-way.

Small wireless facility or facilities means antenna and associated accessory equipment, which meet the following requirements: (1) each antenna associated with the deployment, excluding associated accessory equipment, is no more than three cubic feet in volume; (2) all other accessory equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume; (3) the facilities are mounted on structures 50 feet or less in height including their antennas, or are mounted on structures no more than ten percent taller than other adjacent structures located within 100 feet and on the same portion of the right-of-way, or do not extend existing structures on which they are located to a height of more than 50 feet or by more than ten percent, whichever is greater; (4) the facilities do not require antenna structure registration under FCC rules; (5) the facilities are not located on tribal lands, as defined under 36 C.F.R. 800.16; and (6) the facilities do not result in human exposure to radio frequency emissions in excess of the standard specified in applicable FCC rules, as these rules may be hereafter amended. The term includes micro wireless facilities, DAS and other wireless technologies that fall within the above specifications and may be referred to as a "node(s)" when referencing the numbers of small wireless facilities per application or elsewhere in this resolution. Where reference is made in this resolution to small wireless facility or facilities, it shall mean the antenna or associated accessory equipment, or both.

Small wireless facility support structure or support structure means a freestanding structure designed or used to support, or capable of supporting, small wireless facilities. The term includes utility poles, street light poles, and similar structures, which are located solely in the rights-of-way. The term does not include County-owned poles or County-owned structures that are not available or approved for collocation or attachment of a SWF.

Stealth technology or stealth means a method of concealing or minimizing the visual impact of a SWF and support structure by incorporating features or design elements which either totally or partially conceal such small wireless facilities. All wiring associated with the small wireless facilities shall be shrouded or concealed in shrouding on the facility. The use of these design elements is intended to produce the result of having such facilities blend into the surrounding environment or disguise, shield, hide or create the appearance that the small wireless facilities are an architectural component of the support structure.

Technically feasible means that by virtue of engineering or spectrum usage the proposed placement for a SWF, or its design, concealment measure, or site location can be implemented without a material reduction in the functionality of the SWF.

Transmission media refers to the point within a SWF facility or its support structure at which radio waves are guided along a physical path; examples of guided media include twisted pair cables, coaxial cables, and optical fibers, all of which shall be shrouded or concealed within the facility or support structure.

Utility pole means a pole or similar structure located in the right-of-way that is used in whole or in part to provide landline telecommunications services or for electric distribution or a similar utility function. The term does not include such a pole or similar structure 15 feet in height or less unless the County has granted a waiver to permit its use for small wireless facilities.

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Wireless communications services or wireless services mean communications services made available to subscribers through wireless facilities, including any FCC licensed or unlicensed radio communications services, whether used for transmission or reception of voice, video, or data, including, wireless fidelity ("WiFi") and personal wireless services as defined by the Communications Act, which includes FCC licensed commercial wireless telecommunications services, including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging and similar services that currently exist or that may in the future be developed. Such term does not include broadcast radio or television services, private business radio services, or amateur radio services.

Wireless facilities mean equipment at fixed locations which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, DAS, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term does not include (1) the structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated; (2) wireline backhaul facilities; or (3) coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider means any person, including a person authorized to provide telecommunications service in the state, that builds or installs small wireless facilities or support structures, but that is not a wireless services provider.

Wireless provider means a wireless infrastructure provider or a wireless service provider but does not include utility companies that provide gas, electricity, water, or sewer services that install wireless facilities that are used exclusively for internal utility company communications related to the provision of utility services, such as (a) advanced metering infrastructure (also known as "smart metering" systems); (b) monitoring the security of utility sites and network systems; or (c) monitoring network usage, capacity, or performance. However, if a utility company or any of its affiliates use any such facility to provide services within the definition of "wireless communications services," or if a utility company or any of its affiliates engages in activities that would make it a "wireless infrastructure provider," then it shall be considered a "wireless provider" to the extent of its provision of such services or engagement in such activities.

Wireless service provider means a person that provides personal wireless communication services to the public or citizens of the County on a commercial basis and is authorized by the FCC to provide those services.

Section III. Grant of authority; license

(1) Upon application by a wireless provider on forms provided by the County, the County may enter a license agreement with a Company granting a non-exclusive license to construct, maintain, and operate small wireless facilities and/or support structures in the rights-of-way in accordance with and subject to the provisions of this resolution, applicable law, and any acceptable additional terms as negotiated by the County or permitted by applicable law. The license agreement is subject to approval by the County Commission. Approval of installation of facilities at specific locations or on specific support structures will be administered through the SWF permit process set forth in this section.

(2) Each license agreement shall contain the following certifications by the Company:

(a) Company is a duly organized, validly existing, and in good standing under the laws of the State of Alabama, is qualified to do business under the

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laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted, to enter, execute and deliver this license agreement, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this license agreement.

(b) Company, as of the date of this license agreement, has adequate financial resources to install small wireless facilities and/or support structures in accordance with the requirements of this resolution, and/or as otherwise required by applicable codes, and knows of no technical or legal impediment which would prevent it from performing as so contemplated.

(c) Company is not prohibited by any agreement or applicable law from entering this license agreement.

(d) All corporate actions and consents required on Company's part to enter, execute and deliver this license agreement have been completed.

The foregoing certifications are material to the grant of the license agreement. A breach of any of the certifications above shall constitute a non-curable default under the agreement, and shall entitle the County to immediately terminate the license agreement for cause. A breach of the certification contained in subsection (d) shall constitute a curable default under the agreement, wherein following written notice, a Company will have reasonable time to cure such default.

(3) *Nonexclusive.* A Company's use of the rights-of-way pursuant to a license agreement shall be nonexclusive. The County specifically reserves the right to grant, at any time and from time to time, such additional franchises, licenses, use agreements, permits or other rights to use the rights-of-way for any purpose as determined by the County, and to any other person, including itself, as it deems appropriate, subject to applicable law.

(4) *No title.* The grant of a license shall not convey title, equitable or legal, in the rights-of-way, and the rights granted by the license agreement do not excuse the Company from obtaining appropriate access or attachment agreements before locating its facilities on any support structures or County support structures in the rights-of-way.

(5) *Term.* Subject to termination or revocation in accordance with this resolution, the license agreement (a) shall be valid for a period of five years from its effective date and shall be subject to renewal as provided in this subsection. Upon a Company's written certification to the County Engineer within 30 days of the expiration of the term of the license agreement that the Company remains in compliance with the provisions of this resolution, the license agreement and each SWF permit, the license agreement will be automatically renewed for one additional five year term without further action required by the County.

(6) *Operation after termination; holding over.* Notwithstanding anything to the contrary contained in this resolution, in the event a Company, at the sufferance of the County, holds over beyond the term of its license agreement and continues to operate all or any part of its small wireless facilities, provide all or any of its wireless communications services, or otherwise exercise all or any of the rights granted under the license agreement, after the term of the agreement, then the Company shall continue to comply with and be subject to all applicable provisions of this resolution, including all fee and other payment provisions, throughout the period of such holding over, provided that any such holding over shall in no way be construed as a renewal or other extension of the license agreement. In the event the term of a license agreement has expired and the parties are in the process of re-negotiating, applying for, or processing an application for a renewal of the license agreement or a new license agreement, or as they may otherwise agree, the agreement shall continue on a month-to-month basis, unless either

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party gives 30-days' advance written notice to the other that they desire to terminate the agreement.

(7) *License or use agreements for other uses of rights-of-way*

(a) The license agreement entered pursuant to this resolution only relates to, and only grants a Company authority with respect to, the placement of small wireless facilities on or in the immediate vicinity of support structures, including fiber optic cable for up to 10 feet on either side of the support structure, that are located or proposed to be located in the rights-of-way. No provision in this resolution is intended to permit, regulate or authorize the placement by a Company of wire or fiber optic lines, coaxial cable, switches, pedestals or networking equipment of any type that is used to transport communication signals, data or messages between support structures or between any other points in the rights-of-way. In the event a Company desires to place communications equipment or other facilities along the rights-of-way of a kind not authorized by the license agreement, it shall obtain a separate license agreement or similar authorization from the County relating to the construction of other types of facilities or use of other locations on or along the rights-of-way.

(b) If a Company desires to use any of its small wireless facilities for the purpose of providing any services other than the provision of telecommunications or information service, such as cable service, other subscription multichannel video programming services, utility, or other non-utility services to existing or potential subscribers or resellers, or by providing any other use of small wireless facilities to existing or potential consumers, the Company shall seek such additional and separate license, use agreement, or authorization from the County or other authority as may be required by applicable law.

(c) *Only small wireless facilities allowed.* No wireless facilities, other than small wireless facilities or small wireless facility support structures, shall be allowed or permitted in the rights-of-way pursuant to a license agreement as defined herein.

(8) *Records and reports.* Each Company shall cooperate with the County with respect to the administration of this resolution and to this end, shall furnish or make available to the County upon request, at no cost to the County, such records, reports, and other information reasonably necessary, as determined by the County, for the administration and enforcement of this resolution and in such form and manner as prescribed by the County.

(9) *Revocation.* The County may terminate a license agreement or revoke a SWF permit in accordance with this resolution.

Section IV. Notice of transfer, sale or assignment

(1) *Notice of transfer.* A Company shall not sell, transfer, lease, assign, set, or dispose of, in whole or in part, its small wireless facilities or support structures in the rights-of-way without providing the County prior written notice:

(a) Identifying the entity (hereinafter referred to as "successor in interest") that will acquire control of the Company or the facilities;

(b) A summary of the proposed transaction; and

(c) A statement from a person with authority to bind the successor in interest certifying under penalty of perjury that the successor in interest agrees to and accepts, and is able to meet the terms and conditions of, this resolution, the license agreement, and each SWF permit.

(2) *Notice of consummation.* Within 45 days after the closing of the transaction, or such additional time as the County Engineer may allow, the successor in interest shall

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submit to the County a written certification, executed by an authorized representative of the successor in interest, certifying under penalty of perjury that

- (a) The successor in interest accepts and agrees to be bound by, and to assume all liabilities and obligations of the Company under this resolution;
 - (b) All required licenses, consents, certificates of public convenience and necessity, or other governmental authorizations issued by the FCC, the Alabama Public Service Commission or any other agency having jurisdiction over the successor in interest's acquisition of an interest in the Company or its facilities have been obtained;
 - (c) Proof of insurance and the posting of any required security in accordance with this resolution; and
 - (d) The names and addresses of those persons to whom notice as may be required hereunder should be directed.
- (3) *Outstanding compensation due.* In the event the Company has outstanding compensation, payments or other liabilities due to the County that have not been paid or satisfied prior to close of the transaction, both the Company and the successor in interest shall be jointly and severally liable to the County for same. The post-transaction notice requirements of this subsection shall also apply to transfers or mergers with an affiliated person.

Section V. Application for SWF, supporting structure permits

- (1) *Pre-application review.* Prior to the submission of an application for a permit for a SWF or supporting structure, a Company is encouraged to have a voluntary pre-application meeting with the County Engineer to review preliminary documents and graphic exhibits of the proposed facilities or support structures and discuss the application, location, and design requirements for the proposed facilities, and the provisions of the license agreement. The primary purposes of the review are to streamline application processing and reduce site plan and design revisions, as well as the multiple reviews associated therewith. If a Company utilizes the pre-application review process, the applicable timelines for review will not begin until an application is formally submitted following the pre-application meeting.
- (2) A permit application must be submitted for each small wireless facility or new support structure on a form, paper or electronic, provided by the County. If a Company has a good faith belief that any information submitted is proprietary or confidential, the Company must so mark each page prior to submittal. An application packet will be maintained by the County Engineer.
- (3) Subject to County regulations concerning right-of-way construction, a SWF permit is not be required for small wireless facilities and support structures for which a permit was previously awarded, in the following instances:
- (a) For routine maintenance or repairs.
 - (b) For replacements or modifications that do not appreciably change position, characteristic, size, or appearance of the existing facility, unless such change would violate a provision of this resolution, the license agreement, or the SWF permit.
- (4) When a SWF or support structure has been installed without a SWF permit due to an emergency, a permit application must be submitted within ten days if a permit would originally have been required to perform the work undertaken in connection with the emergency. Absent the submittal of an application, the SWF or support structure must be removed.

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(5) *Inspection and Notice of Completion.* In addition to any inspections that may be required in connection with building, electrical, or other permitting, the County reserves the right to inspect all SWF or support structure work to ensure compliance with this resolution, the license agreement, and applicable permits. Upon completion of a facility or support structure installation, the Company shall provide written notice and certification of compliance, that the facilities or support structure were constructed in accordance with the approved specifications. No operation of the SWF shall occur until the County Engineer, should he elect to do so, has conducted a final inspection and issued a certificate of completion; provided, that if the County Engineer does not elect to inspect the site, the certificate of completion will be deemed issued within 14 days of the Company's submission of its notice and certification of compliance, or upon any required final inspections and approvals required under applicable building, electrical, or other permitting, whichever is later.

Section VI. Fees – Applications for SWF permits and Annual License Fees

(1) *One-time application fees.* Each application for a SWF permit shall be accompanied by a nonrefundable fee for actual, direct, and reasonable costs incurred by the County to process and review the application, in the following amount:

- (a) \$500.00 non-recurring fee for a single application for collocation that includes up to five small wireless facilities attached to existing support structures, with an additional \$100.00 for each small wireless facility in excess of five in a consolidated application;
- (b) \$250.00 non-recurring fee for the modification or replacement of an existing pole together with the mounting or installation of a small wireless facility; or
- (c) \$1,000.00 non-recurring fee for an application to install a new pole or other support structure (i.e., not a collocation) intended to support one or more small wireless facilities, with the mounting or installation of an associated small wireless facility in the right-of-way.

(2) *Annual license fee.* As compensation for access to the right-of-way pursuant to a license agreement, a Company shall pay, in advance, an annual license fee of \$100 per SWF, and \$170.00 per year per SWF collocated, mounted, or installed on or adjacent to poles owned or controlled by the County. Notwithstanding the foregoing, the County may increase the amount of the foregoing annual license fee as long as the increased fee is either:

- (a) A reasonable approximation of the County's costs associated with or allocable to a Company's use and occupancy of the rights-of-way, and
- (b) No greater than the fees charged to similarly situated competitors for their installation of similar communications facilities in the rights-of-way; or
- (c) Otherwise consistent with applicable law.

(3) *License fee computation and payment; report.*

- (a) The license fee shall be due the January 1st following issuance of an SWF permit and last payable without penalty on January 31st.
- (b) The license fee shall be due and paid for each succeeding year thereafter no later than January 31st.
- (c) Each annual license fee payment shall be accompanied by a report, certified as true and accurate by an officer of the Company, setting forth the basis for the computation of that year's fee and listing the location of each of the

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Company's small wireless facilities and support structures during the preceding calendar year.

(4) *Inspection and audit; verification.*

(a) Subject to the provisions of subsection (b) below, the County shall have the right to inspect and audit, at the Company's offices where such records are maintained, all records relevant to calculating the license fee.

(b) Should the Company's records be located in another city or state, the Company shall, upon the written request of the County, make such records available to the County at a mutually agreed upon time and location within the County. Each party shall pay its own costs and expenses incurred in connection with any such audit, except in the event there is an underpayment of five percent (5%) or more of the amount which was due and payable to the County, in which case, in addition to making full payment of the relevant obligation, the Company will promptly pay the actual costs and expenses incurred by the County, including attorneys' fees and the professional fees of the auditor performing the audit; provided, however, the Company's obligation to pay such costs and expenses shall be capped at \$15,000.00 for any one audit. The County may not retain any person or entity to perform the audit whose compensation is dependent in any manner upon the outcome of the audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

(c) Any additional amount due to the County as a result of the audit, including interest, shall be paid by the Company within 30 days after receipt of written notice from the County accompanied by a copy of the audit report and any other supporting documents utilized to determine the amount due.

(5) *Final payment.* In the event a Company quits its operations within the County, it shall provide the County a report for the calendar year through the date of cessation of operations, which report shall itemize each SWF and supporting structure maintained by the Company during such year, and the date of its removal; and shall make a final payment of any amounts owed to the County within 90 days thereafter; provided, this subsection shall be inapplicable to a transfer, sale or assignment pursuant to Section 4.

(6) *Evasion of license fee prohibited.* Any action or transaction having the effect of circumventing or evading the payment of a license fee, whether by the non-reporting of small wireless facilities or support structures or any other means which evades the payment of license fees, is prohibited. For a violation of this subsection, the County may, in addition to all other remedies, require the Company to remove any non-reported facility or support structure at its sole risk and expense, and pay a penalty of three times the annual license fee which was evaded, without proration. The removal of the non-reported facility or support structure shall be subject to the removal, repair and restoration requirements contained in this resolution.

(7) *Affiliate-owned facilities.* Small wireless facilities or support structures owned by an affiliate of a Company shall be included in the calculation of the license fee, unless a fee is paid to the County by such affiliate in accordance with this section.

(8) *No waiver of County rights.* Acceptance of any payment by the County shall not be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of payment be construed as a release or waiver of any claim the County may have for further or additional sums payable under the provisions of this resolution. All amounts paid shall be subject to audit and re-computation by the County as provided herein.

(9) *Application of interest.* In the event any payment is not made when due date, interest shall accrue from such date at the then-current statutory rate for pre-judgment interest.

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(10) *County office for payment.* Unless the County permits electronic payments or provides another payment method, all remittances for the monies due hereunder shall be mailed or delivered to the address provided by the County Engineer. Such remittances shall clearly identify or reference the Company, its license agreement, and SWF facilities or support structures.

(11) *Removal fee may be applicable.* A fee for removal of small wireless facilities or support structures is hereby authorized as necessary, unless the removal does not hinder vehicular or pedestrian traffic or an ongoing County project or improvement, and the County incurs no additional cost to ensure safe removal.

(12) *Additional cost for make-ready work.* Prior to installation of any small wireless facilities to County-owned support structures, a Company shall reimburse the County for make-ready work or construction necessary for attachment of such facilities.

(13) *Escalation of fees.* Notwithstanding anything to the contrary contained in this section, the fees required under subsections (1) and (2) of this section may be adjusted to recover a reasonable approximation of the County's actual and reasonable costs in administering and overseeing the small wireless facilities and support structures installed pursuant to this resolution.

Section VII. Permit application requirements

(1) *License agreement required.* SWF permit applications will be accepted only from a Company which has entered into a license agreement with the County, approved by the County Commission, and complied with the terms thereof.

(2) *Application requirements.* A SWF permit application shall contain the following:

- (a) The Company's name, address, telephone number, and e-mail address;
- (b) The names, addresses, telephone numbers, and e-mail addresses of all representatives authorized to act on behalf of the Company with respect to the filing of the application;
- (c) The most adjacent address and latitude/longitude or geographic coordinates (GPS), accurate to six (6) decimal places, for each proposed SWF or structure;
- (d) A technical description of the proposed SWF including detailed diagrams with dimensions, volumes, materials, finishing, color, etc. and photo-simulations accurately depicting the antenna facility and associated pole(s), if applicable. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed;
- (e) Site and elevation plans drawn to scale, prepared and stamped by a professional engineer licensed in the State of Alabama, identifying the proposed SWF, including the number, size, type of the antenna facilities and associated pole(s), conduit, cables, electrical power source, meter and disconnect, proximity to other small wireless facilities in the area, and surface and underground infrastructure existing and proposed;
- (f) Structural plans and calculations for the pole and associated foundation, prepared and stamped by a professional engineer licensed in the State of Alabama, meeting the requirements of all applicable codes, including specifications on the loading, material strengths, height, depth, diameter, and reinforcement;

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- (g) Certification by a licensed engineer that the SWF and any support structure will comply with all applicable codes and FCC rules and regulations;
- (h) Certification that the Company is a licensed wireless provider as defined herein, authorized to construct, maintain and operate small wireless facilities or support structures;
- (i) A declaration signed by an authorized representative of the Company to the effect that the information in the application is true and accurate and that the SWF and associated support structure, if any, will be constructed in conformance with the specifications contained therein;
- (j) In the case of a new pole, a statement relating to the new pole's ability to collocate additional small wireless facilities;
- (k) In the case of a new pole, documentation demonstrating collocation does not provide a feasible alternative for the provision of wireless services in the area;
- (l) In the case of a proposed attachment to a County-owned facility or pole, an executed attachment agreement with the County;
- (m) In the case of a proposed attachment to a pole owned by another entity, an executed attachment agreement with that entity; and
- (n) In the case of ground mounted equipment, a concealment element plan.

(3) *Amendment.* Any amendment to information contained in an application shall be submitted in writing within 10 days after the change necessitating the amendment. An amendment that materially changes the scope or nature of the application shall restart the timelines contained in this resolution.

Section VIII. Effect of SWF permit

(1) *Authority granted; no property right or other interest created.* A SWF permit authorizes a Company to undertake only the activities noted therein. The permit does not create a property right or grant authority to impinge upon the rights of others having an interest or right-of-use in the rights-of-way.

(2) *Duration.* No permit to conduct construction, installation or other activities in the right-of-way shall be valid for more 180 days; provided, the County Engineer may grant one extension of time, for a period not exceeding 180, upon Company's written request demonstrating reasonable cause for the need. Thereafter, a Company shall be required to make application for a new SWF permit.

(3) *No warranties.* The County makes no warranties or representations regarding the fitness, suitability, or availability of the County's right-of-way or County-owned support structures. A Company's use of the County's right-of-way or County-owned support structures for installation and operation of small wireless facilities or for provision of wireless service is at its sole risk.

(4) *Revocation of SWF permits.* Revocation of SWF permits shall be governed by this resolution.

Section IX. Action on SWF permit applications

(1) The County Engineer shall review an application for a SWF permit considering its conformity with applicable provisions hereof and shall issue a SWF permit on nondiscriminatory terms and conditions subject to compliance with requirements hereof.

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(2) An application for a SWF permit may be denied if the proposed SWF; a proposed new, modified, or replacement pole; or a proposed collocation:

- (a) Interferes with the safe operation of traffic control equipment;
- (b) Interferes with sight lines or clear zones for transportation, vehicular traffic, or pedestrians;
- (c) Interferes with or fails to comply with the Alabama Department of Transportation Utility Manual, as amended from time to time;
- (d) Fails to comply with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;
- (e) Fails to comply with American Association of State Highway Transportation Offices (ASHTO) or other applicable codes;
- (f) Fails to comply with the provisions of this resolution, the license agreement, or applicable law;
- (g) Is proposed to be located more than five feet from the right-of-way line, unless otherwise approved by the County Engineer;
- (h) In the case of small wireless facilities, is proposed
 - (i) To be mounted on any arms or any horizontal structure used to support or mount traffic control signals or other traffic control devices;
 - (ii) To be placed less than ten feet away from energized electrical distribution lines, unless otherwise approved by the electric utility;
 - (iii) To be hung from energized electrical lines; or
 - (iv) To be mounted on abandoned poles or poles to be removed in conjunction with the undergrounding of electrical utilities in a particular area.

Section X. Application review; decisions; timeframes

(1) *License agreement required.* Applications for SWF permits will not be accepted prior to a Company having entered a license agreement with the County, and approval thereof by the County Commission.

(2) *Review for completeness.* Within ten days after receipt of an application, the County Engineer will determine and notify the Company (all notifications from the County Engineer to the Company under this section shall be sent via electronic mail, directed to the address provided in the application) whether the application is complete. An application shall not be deemed complete until the Company has submitted all documents, information, forms and fees set out herein, pertaining to the location, construction, and configuration of the proposed small wireless facilities or support structures at the requested location(s).

- (a) *First notice of incomplete application.* If an application is deemed incomplete, the County Engineer will notify the Company and specifically identify (a) the missing documents or information, and (b) the specific rule, regulation or code provision creating the underlying obligation to provide same. If the Company makes a supplemental submission to address or provide the missing information or documents identified by the County within 60 days, the County shall have ten days thereafter to verify that the application is complete. If no supplemental submission is made, the application shall be deemed denied.
- (b) *Second notice of incomplete application.* If the supplemental submission is incomplete, the County Engineer will again notify the Company, and

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specifically identify the missing documents or information required to be submitted pursuant to the County's original notice. If a Company fails to submit sufficient documents or information to render the application complete within 60 days of the second notice, the application shall be deemed denied.

(c) *Content of supplemental submissions.* The additional documents or information provided in supplemental submissions shall be limited to the deficiencies cited in the notice(s) from the County. No material changes shall be made to the original application other than those necessary to cure any identified deficiencies.

(d) *Material changes.* If a supplemental submission includes material changes to the facilities identified in the original application, proposes or requests a small wireless facility not identified in the original application, or otherwise includes or makes a material change to the original application other than as necessary to cure the deficiencies identified by the County, such supplemental submission shall be deemed a new application.

(3) *Timeline for action on applications.* Unless otherwise agreed by the Company and the County Engineer, the County Engineer will approve or deny applications for SWF permits within the time period set forth below, plus any tolling period as set out in subsection 4:

(a) For applications to collocate a small wireless facility on an existing structure, within 60 days of receipt of a complete application;

(b) For applications to deploy a small wireless facility on a new structure, within 90 days of receipt of a complete application;

(c) For multiple applications or a single, consolidated application for a small wireless facility network project which seeks approval of a mix of collocated small wireless facilities and new structures (i.e., one or more of the applications is for a new structure), within 90 days of receipt of a complete application.

(4) *Tolling period.* Unless otherwise agreed by the Company and the County Engineer, the time periods applicable to action on an application shall be tolled as follows:

(a) When notice has been given by the County Engineer pursuant to subsection 2(a) above, the time period for action on the application shall reset and not begin until the Company timely submits all documents and information identified by the County in the first notice (i.e., the date of submission is day zero);

(b) When notice has been given by the County Engineer pursuant to subsection 2(b) above, the time period for action on the application shall reset and not begin until the Company timely submits all documents and information identified by the County in the second notice (i.e., the date of submission is day zero).

(5) *Final decision.* The County Engineer will notify the Company in writing of his final decision and, if the application is denied, provide the basis for such denial.

(6) *Effect of timelines.* The failure of the County to act on an application within the processing timelines set forth herein shall not constitute, or be construed to constitute, a grant or approval of an application. Upon expiration of such time periods, the Company may pursue such remedies as are available under applicable law.

(7) *Batched applications.* Applications for multiple facilities or locations may be submitted as follows:

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- (a) No single batched submittal shall contain more than ten (10) applications;
 - (b) There must be a minimum of ten (10) days between submittals of batched applications by the same Company;
 - (c) No more than three (3) batched applications may be submitted in by the same Company in any thirty consecutive day period;
 - (d) The County reserves the right to negotiate the submittal of batched applications by a single Company on large scale installations and the Company and the County shall set out their agreement as to the process, timeline, and costs for initial project review in writing.
- (8) *Burden of Proof.* The Company shall at all times bear the burden of establishing compliance with the requirements of applicable codes, this resolution, and the licensing agreement.
- (9) *Appeal:* Upon denial of an application by the County Engineer, the Company may, at its option, seek review in a court of competent jurisdiction or file a written appeal to the County Commission within 15 days. An appeal will be considered by the Commission at a regular meeting, within 30 days. The Company will be notified of the date of such meeting. The Company may seek review of an adverse decision by the Commission in a court of competent jurisdiction.

Section XI. Small Wireless Facilities in the Rights-of-Way; Collocation, Design, Concealment, and Aesthetic Requirements

- (1) Small wireless facilities and any new, modified, or replaced pole for the collocation of small wireless facilities in the rights-of-way shall meet the following collocation requirements:
- (a) *Collocation first.* Facilities may be installed on new poles only if the Company demonstrates that (i) no reasonable collocation opportunities exist in the area where the facility is proposed to be placed; or (ii) attachment to a new structure will achieve a more visually appealing design, demonstrably more effective service coverage, or some other public benefit not achieved by collocation. The Company must support its claim through written evidence such as affidavits, correspondence, engineering reports or other information demonstrating that the Company has taken reasonable action to achieve collocation in the requested location but has received no response or has been denied reasonable access to all potential collocation sites in the subject area, and otherwise show that the Company is unable to collocate on an existing support structure. Only entities granted a certificate of convenience and necessity by the public service commission pursuant to Code of Ala., § 37-4-28 or licensed by the Federal Communications Commission may erect new poles in the County's right-of-way.
 - (b) *New poles; collocation compatible design.* New poles approved for the primary purpose of installation of small wireless facilities shall be designed to accommodate the collocation of multiple wireless providers' antennas and related equipment to the maximum extent feasible, but no less than one (1) similarly sized SWF.
 - (c) *Secondary use.* Where small wireless facilities are collocated on existing poles, use the pole for such facilities shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a facility becomes unnecessary, obsolete, and/or no longer in use, the pole shall not be retained for the sole purpose of accommodating the SWF and it shall be removed promptly, together with all associated equipment, and the pole shall be removed unless a SWF permit is obtained approving a new pole for the primary purpose of installing small wireless facilities.

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(d) *Collocation on County street light poles or County traffic signal poles; additional requirements.*

- (i) Small wireless facilities are not permitted on traffic signal poles unless the Company can demonstrate that denial of the SWF permit will effectively prohibit the provision of telecommunications service or personal wireless service in violation of any applicable law.
- (ii) Before collocating on existing street light poles, the Company must show structural evidence that the current pole and foundation design can meet current AASHTO design standards for wind loads with the addition of the small cell equipment.
- (iii) If poles cannot meet AASHTO requirements for wind loads with the addition of the small cell equipment, the Company has the option of replacing the current pole with a new pole capable of supporting the existing and proposed additions. Luminaires on new poles must maintain the same height as that replaced and/or adjacent luminaires and be of the same design as the existing luminaires.
- (iv) The antenna shall be attached to the top of pole only. No mountings are allowed on the luminaire mast arms.
- (v) Accessory equipment shall not be mounted on the pole. Accessory equipment shall be located either within or as an extension of the pole, within an underground vault, or within an enclosure/cabinet adjacent to the pole camouflaged to appear as a public amenity as shown on the concealment element plan.
- (vi) The pole design must be capable of accommodating a street light arm even if one is not installed initially.
- (vii) The application must provide analysis that the proposed small wireless facility will not cause any interference with the County traffic signal systems, emergency signal control devices, other smart County applications, other signal communication components, or any other unforeseen interferences.
- (viii) Small wireless facilities shall have their own power supply with disconnect and County workers and contractors shall have the ability to easily shut off radio signals and power while working on County street lights, signal system elements, poles or other facilities, when necessary.
- (ix) Any fiber or power cables supporting the small wireless facility shall be labeled and housed in conduit(s) separating them from County fiber or power cables.

(2) *Pole construction, placement, height, and diameter requirements.* Small wireless facilities and new, modified, or replacement poles for the collocation of such facilities shall meet the following requirements:

- (a) Pole spacing. New poles shall be no less than 300 feet from any other pole on the same side of the roadway containing small wireless facilities.
- (b) New poles. Any new pole shall be a metal pole.
- (c) Pole setback. Poles shall be placed as far back from the roadway as technically feasible without any encroachment of the pole and antenna facilities onto private property unless alignment with other street poles, trees, features is more aesthetically desirable as determined by the County.
- (d) Pole placement. New poles, replacement poles and/or antenna facilities shall be placed where they:
 - (i) Do not obstruct the line of sight for transportation, vehicular, or pedestrian traffic;
 - (ii) Do not obstruct the clear zone or have a breakaway design;
 - (iii) Comply with the Americans with Disabilities Act (ADA), similar federal or state standards, county construction and sidewalk clearance

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standards and applicable laws, in order to provide a clear and safe passage within the rights-of-way. Further, the location of any replacement or new pole must: be physically possible, comply with applicable traffic uniform warrants, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect the public health, safety, or welfare; and

(iv) Replacement poles shall be placed as close to the original pole as possible, and no more than five feet from the existing pole location.

(e) Pole heights. The height of poles above the ground including the antennas shall be:

(i) Fifty (50) feet or less in non-residential areas;

(ii) Forty (40) feet or less in residential areas with above ground power; and

(iii) Thirty-five (35) feet or less in residential areas with underground power.

(f) Metal pole construction requirements.

(i) Structural/Foundation Design. The pole and pole foundation shall be designed in accordance with the most current version of American Association of State Highway Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

(ii) Material. The pole material shall be aluminum, hot dipped galvanized steel, or other corrosion resistant metal;

(iii) Diameter. The pole diameter shall be twelve (12) inches maximum at existing grade unless otherwise approved by the County not including the base of the pole; and

(iv) Pole Coloring. The pole shall be black in color unless another color scheme is determined to be more aesthetically desirable by the County.

(g) Wooden pole construction requirements for collocation:

(i) The existing wooden pole diameter shall be sixteen (16) inches maximum at existing grade unless otherwise approved by the County; and

(ii) The Company must show structural evidence that the existing wooden pole and foundation design can meet the current wind load requirements based on NESC extreme wind category with the addition of the small wireless facilities.

(h) Decorative poles; additional requirements

(i) Decorative poles shall be metal poles only;

(ii) Antennae shall be mounted on top of the pole only;

(iii) Accessory equipment shall be located either within or as an extension of the pole, within an underground vault, or within an enclosure/cabinet adjacent to the pole camouflaged to appear as a public amenity as shown on the concealment element plan; and

(iv) Aesthetics. Pole shall match the design of decorative poles in the area.

(3) Antenna and accessory equipment size, location, and dimensional restrictions.

(a) General. The Company shall minimize to the extent possible the antenna and accessory equipment space and shall use the smallest amount of enclosure possible to fit the necessary equipment.

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- (b) Vertical clearance. All antennae and accessory equipment shall be a minimum of ten (10) feet above the existing adjacent grade and shall not be not be installed in such a manner as to obstruct the line of sight or pedestrian paths.
 - (c) Mounting/projection off pole. Unless the Company can demonstrate that more space is needed to be technically feasible, all antennae and accessory equipment including the enclosure shall be as close to the pole as possible and shall be mounted no greater than four (4) inches off the pole and the furthest point of all antennae and accessory equipment including the enclosure shall not project more than twenty-eight (28) inches from the face of the pole.
 - (d) Antenna size and dimensional restrictions. Unless the Company can demonstrate that more space is needed to be technically feasible, the size of each antenna shall:
 - (i) Be no greater than three (3) cubic feet;
 - (ii) In the case of top mounted canister antennas, be no greater than six (6) feet in height and share a reasonably similar diameter as the top of the pole not to exceed sixteen (16) inches;
 - (iii) In the case of omnidirectional antennas, be no greater than four (4) feet in height; and
 - (iv) In the case of microwave dishes, be no greater than two (2) feet in diameter and no more than three (3) microwave dishes per pole.
 - (e) Accessory equipment size and dimensional restrictions. Unless the Company can demonstrate that more space is needed to be technically feasible, the size of accessory equipment shall:
 - (i) Be no greater than twenty-eight (28) cubic feet total considering accessory equipment for all small wireless facilities attached to the pole collectively not including the electrical equipment;
 - (ii) Be designed to be long and narrow along the pole with a reasonably greater vertical dimension than horizontal; and
 - (iii) Be no greater than twenty-four (24) inches in width.
 - (f) All antenna equipment, excluding the antenna, is to be housed inside the pole, ground vault, an approved ground mounted cabinet, or properly camouflaged.
 - (g) Antennas, equipment enclosures, and ancillary equipment, conduit and cable shall not dominate the structure or pole upon which they are attached.
- (4) Concealment and objective aesthetic requirements. Small wireless facilities and any new, modified, or replacement pole for the collocation of small wireless facilities shall meet the following concealment and aesthetic requirements:
- (a) Collocated replacement poles. Match neighboring pole design. Any pole replaced for the purposes of collocation shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way.
 - (b) Pole material reservation. The County reserves the right to require or allow certain pole material types.
 - (c) Concealment within poles. With the exception of wooden poles, all conduit, cables, wires and fiber must be routed within the pole.
 - (d) Concealment outside of poles. The full concealment of antennae, accessory equipment, and all conduit, cables, wires and fiber is required and shall meet the following requirements:

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- (i) Accessory equipment shall be covered with an enclosure
 - (ii) Canister antennae shall be placed to look as if it is an extension of the pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the pole;
 - (iii) Spools and/or coils of excess fiber optic or coaxial cables or any other wires shall not be stored on the pole except completely within the approved enclosures or cabinets; and
 - (iv) All cables, wires, and fiber associated with the small wireless facility shall be flush-mounted to the support structure where internal installation is not feasible and shall be shrouded or encased in a cover or conduit.
 - (e) Antenna and accessory equipment coloring. The antenna, accessory equipment, and all visible attachments, equipment, and hardware shall be colored to match the pole unless another color scheme is determined to be more aesthetically desirable by the County.
 - (f) The preferred location of a small wireless facility on a pole is the location with the least visible impact.
 - (g) Ground-mounted equipment in the rights-of-way is prohibited, unless such facilities are placed underground or the Company can demonstrate that pole-mounted or undergrounded equipment is technically infeasible. If ground-mounted equipment is necessary, then the Company shall submit a concealment element plan. Generators located in the rights-of-way are prohibited.
 - (h) The County may consider the cumulative visual effects of small wireless facilities mounted on poles within the rights-of-way when assessing proposed siting locations so as to not adversely affect the visual character of the County. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the Company.
 - (i) These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the Company, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.
- (5) Electrical service and equipment requirements:
- (a) All electronic service equipment shall be installed in accordance with the applicable provisions of the National Electrical Safety Code of the National Bureau of Standards and National Electrical Code of the National Board of Fire Underwriters.
 - (b) An electric meter, if required, will be support structure-mounted where feasible to the extent authorized by the support structure owner and electric utility.
 - (c) A separate electrical permit is required by the County for the electrical service.
- (6) Cable strung small wireless facilities. Small wireless facilities mounted on cables strung between existing utility poles shall conform to the following standards:
- (a) Each strand-mounted facility shall not exceed three cubic feet in volume;

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- (b) Only one strand-mounted facility is permitted between any two existing poles;
 - (c) The strand-mounted devices shall be placed as close as possible to the nearest utility pole, in no event more than five feet from the pole unless a greater distance is technically necessary or is required by the pole owner for safety clearance;
 - (d) No strand-mounted device shall be located in or above the portion of the roadway open to vehicular traffic;
 - (e) Ground-mounted equipment to accommodate a shared mounted facility is not permitted except when placed in preexisting equipment cabinets;
 - (f) Pole-mounted equipment shall comply with the all other requirements this section;
 - (g) Such strand-mounted devices must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original strand); and
 - (h) Strand-mounted facilities are only permitted on poles that have existing overhead wirelines.
- (7) Signage Requirements.
- (a) A plate no larger than four inches by six inches with the location of the pole and the pole owner's name, contact information, and emergency telephone number shall be permanently affixed to the pole or shroud.
 - (b) No signage, message or identification other than the manufacturer's identification or such other identification required by applicable law may be displayed on any antenna or equipment enclosure. Any permitted signage shall be located on the equipment enclosures and be of the minimum amount possible to achieve the intended purpose (no larger than four by six inches); provided, that banners may be permitted as concealment element techniques where appropriate.

Section XII. Removal, relocation, or modification of small wireless facilities

- (1) *Notice.* Except as provided in subsection 2, on 90 days prior written notice from the County, the Company shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities whenever the County has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any County improvement in or upon, or the operations of the County in or upon, the rights-of-way.
- (2) *Emergency removal or relocation of facilities.* In the event of an emergency, as the County may determine to be necessary, appropriate or useful in response to any imminent danger to public health, safety, or property, the County retains the right and privilege, without prior notice, to cut, disconnect, remove, move, or relocate any small wireless facility or structure located within the rights-of-way. If circumstances permit, the County shall notify the Company and provide the Company an opportunity to move its own facilities prior to cutting or removing a facility and shall notify the Company promptly after cutting or removing a SWF.
- (3) *Abandonment of facilities.* A wireless provider is required to notify the County at least 30 days prior to any intentional abandonment of a small wireless facility. Absent non-usage arising from lack of commercial power or other circumstances beyond the

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Company's control, a SWF shall be deemed abandoned if it remains unused for a period of more than one year. In the event of abandonment, the County may direct the Company to remove all or any portion of the SWF that the County Engineer determines would be in the best interest of the public health, safety and welfare to remove. If the Company fails to remove the abandoned facility within 90 days after such notice, the County may undertake to do so and recover the actual and reasonable expenses of doing so from the Company, its successors or assigns.

(4) *Damage and repair.* The County may require a Company to repair all damage to its rights- of-way to its functional equivalence before the damage. If the Company fails to make the repairs within 120 days after written notice, the County may effect those repairs and charge the Company the reasonable, documented cost of such repairs.

Section XIII. Insurance and security

(1) Insurance.

(a) *Commercial general liability.* A Company shall, at its sole expense, maintain, throughout the term of its license and any extension or renewal thereof, and such other period of time during which the Company operates or is engaged in the removal of its facilities or structures (hereinafter referred to as "coverage period"), commercial general liability insurance using carriers licensed, authorized or permitted to conduct business in the State of Alabama and maintaining an A.M. Best rating of not less than "A." Such insurance shall include coverage for premises and operations, underground, collapse and explosion, and products and completed operations, independent contractors, contractual liability and personal and advertising injury, and shall include as additional insureds the County, its present and future officers, elected or appointed officials, volunteers performing authorized County functions, and agents and employees. Such insurance shall be in the amount of \$2,000,000.00 per occurrence for bodily injury (including death) and property damage and \$3,000,000.00 general aggregate. The Company shall insure any contractors and subcontractors providing services in connection with its license or permit maintain appropriate levels of insurance and that the County is included as an additional insured under each policy except workers compensation and employer's liability. Insurance will be written on an occurrence basis.

(b) *Commercial automobile liability.* A Company shall, at its sole expense, maintain during the coverage period commercial automobile liability insurance with a limit of \$2,000,000.00 combined single limit for any one accident or loss for bodily injury, including death, and property damage covering owned, leased, non-owned, and hired automobiles used in conjunction with its operations under its license or permit. Such insurance shall include the County and the County's present and future officers, elected or appointed officials, agents, representatives, volunteers performing authorized County functions, and agents and employees as additional insureds.

(c) *Workers' compensation and employer's liability.* A Company shall, at its sole expense, maintain, during the coverage period, workers' compensation coverage as prescribed by the laws of the State of Alabama and employer's liability coverage in an amount of \$1,000,000.00 each accident/disease/policy limit.

(d) *Environmental Insurance.*

(e) *Umbrella or excess liability.* A Company shall, at its sole expense, maintain during the coverage period umbrella or excess liability insurance in the amount of \$2,000,000.00. Such insurance shall include the County and the County's present and future officers, elected or appointed officials, volunteers performing authorized County functions, and agents and employees as additional insureds.

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(f) *Evidence of insurance; deductibles; approval; reservation.* At the time of entering a license agreement with the County and upon each policy renewal thereafter, a Company shall, at no cost to the County, furnish to the County certificates of insurance (or proof of self-insurance) evidencing all of the aforementioned types and limits of insurance to be in effect. The County reserves the right to require proof of self-insurance at any time and from time to time, at no cost to the County. A Company may maintain reasonable deductibles and the County reserves the right to review and approve such deductibles, which approval shall not be unreasonably withheld or delayed. The policies obtained by a Company and proof thereof, shall be subject to the County's reasonable approval. The County reserves the right to review these insurance requirements during the coverage period and upon prior written notice to, and review and acceptance by a Company, to adjust insurance coverages and their limits when deemed necessary and prudent by the County Engineer.

(g) *Maintenance of insurance policies; Company's coverage primary.* The liability insurance policies required hereunder shall be maintained by the Company through the coverage period. Upon receipt of notice from its insurer(s), the Company shall provide the County 30 days' prior written notice of cancellation or non-renewal of any required coverage. Company's coverage shall be primary and non-contributory to any other insurance carried by the County, if applicable to a loss.

(h) *No limit of liability.* The legal liability of Company to the County and any person for any of the matters that are the subject of the insurance policies required hereunder, shall not be limited by said insurance policies or by the recovery of any amounts thereunder.

(i) *Certificate of insurance.* Certificates of insurance, if any, shall include the County and the County's present and future officers, elected or appointed officials, volunteers performing authorized County functions, and agents and employees as additional insureds, in the case of commercial general liability, commercial automobile liability, and umbrella or excess liability insurance. Worker's compensation and employer's liability insurance shall waive rights of subrogation in favor of the County. All subsequent notices or certificates shall be delivered to the County Engineer and the City Administrator. All deductibles under said policies shall be the sole responsibility of the Company.

(j) *Self-insurance.* Notwithstanding any other provision of this section to the contrary, a Company is given the option, at any time throughout the term of its license, to self-insure any or all of the types or limits of insurance coverage described in this section. If a Company elects to self-insure, it shall submit to the County with a statement certifying such self-insurance, and a request for the County to approve such self-insurance, together with sufficient information to show that it has sufficient financial resources to self-insure without posing additional risk to the County. Provided that the Company provides adequate information concerning its financial resources, the County will not unreasonably withhold, condition, or delay its approval of Company's request to self-insure.

(2) *Security.*

(a) Subject to the following subsection (b), Company shall obtain, maintain, and replenish, at its sole cost and expense, and file with the County Engineer, an irrevocable standby letter of credit in favor of the County or surety bond in the amount of \$100,000.00, or in such other amount established by the County Engineer, and suitable in form and content, including any amendments thereto, to the County Engineer ("letter of credit", "bond", or "security"), both to guarantee the timely completion and faithful performance of all work required in connection with the license agreement and SWF permit or permits, including the construction and operation of the facilities and to secure performance of Company's

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obligations and faithful adherence to all requirements of this resolution. Throughout the term of its license agreement, and for 120 days thereafter, Company shall maintain the required letter of credit or bond in the amount specified in accordance with this section. To the extent that the Company maintains security under any separate license or a wireline right-of-way use agreement with the County, such security may, at Company's option, serve to fulfill its obligation under this subsection (2)(a), provided that said security shall refer to and include this resolution and shall be subject to the terms and conditions applicable to security under this resolution, including the right to increase the amount of security.

(b) Company, whether Company is engaged in the removal of the facilities, Company's history of compliance with this resolution, or such other factors which reasonably necessitate the contemplated action, the County Engineer may, in his sole discretion, modify the obligations of the foregoing subsection (a). Such modifications may include: (i) upon the written request of Company, a waiver of the requirement to post security, or a whole or partial release of the security posted; provided that at any time and from time to time the County Engineer may require the posting of any security so waived or released; and (ii) upon written notice to Company, an increase in the amount of security posted. Company shall post the required security within 30 days or such additional time as the County Engineer may allow, without the right of an additional cure period, and the County Engineer may delay any construction activity of Company until the required security is posted.

(c) The letter of credit may be drawn on directly by the County at any time and from time to time for the payment of the following purposes but not before the expiration of any notice or cure provisions to the extent applicable:

- (i) To secure the faithful performance by Company of all terms, conditions, and obligations of this resolution and the license agreement, including the proper installation, maintenance, operation, and removal of the facilities and support structures;
- (ii) To compensate the County for any loss or damage to any County-owned pole or structure or other property of the County, during the course of any construction of the facilities by Company, its agents or employees, or any contractors or subcontractors of Company;
- (iii) To compensate the County for any expenditure, damage, or loss incurred by the County occasioned by Company's non-compliance with the provisions of this resolution or license agreement, or its failure to comply with all rules, regulations, orders, permits, and other directives of the County;
- (iv) To secure the payments of premiums for the liability insurance required pursuant to this resolution; or
- (v) The payment to the County of any amounts for which Company is liable that are not paid by Company's insurance.

(d) For the County to recover for any failure to properly construct or operate the facilities or any alteration, repair, maintenance, or restoration of County structures or property, in connection with such construction or operation, it is not necessary that the County first perform such work.

(e) The rights reserved to the County with respect to the letter of credit are in addition to all other rights of the County, whether provided for in this resolution or otherwise authorized by law; and no action, proceeding, or exercise of a right with respect to such letter of credit shall affect any other rights the County may have.

(3) *Right to require replacement of letter of credit or insurance.* If the financial condition of a Company issuing a letter of credit pursuant to this section materially and adversely changes, the County may, at any time and from time to time, require that the

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letter of credit be replaced with such other insurance policy or letter of credit consistent with the requirements set forth in this section.

(4) *Notice.*

(a) Each insurance policy shall contain a covenant or endorsement of the insurer to provide 30 days' advance written notice by certified mail of such insurer's intention to cancel, substantially change, or not to renew such policy to both the County Engineer, the County Administrator, and the Company; provided, however, in the event said policy fails to so contain such a notice provision to the County Engineer and the County Administrator, then Company shall be responsible for providing notice to the County Engineer and the County Administrator. Company shall, in the event of any such notice, obtain, pay premiums for, and file with the County Engineer and the County Administrator written evidence of the issuance of replacement policies prior to the expiration of any such policy.

(b) In no event shall the letter of credit be canceled without 60 days' advance written notice by certified mail to the County Engineer and the County Administrator. Company shall, in the event of any such cancellation, obtain and file with the County Engineer and the County Administrator written evidence of the issuance of a replacement letter of credit that conforms to the requirements of this section prior to the cancellation of the letter of credit.

(c) Failure to carry or keep such insurance and letter of credit or surety bond in force throughout the term of the license agreement shall constitute a violation of this resolution and the license agreement. The County reserves the right to stop any work related to the facilities or support structures until proper evidence of insurance and the letter of credit is furnished.

(5) *Commencement of work.* The Company shall not commence work in the rights-of-way of any kind, until the insurance and letter of credit requirements of this section have been complied with.

Section XIV. Damages and defense

(1) *Hold harmless and indemnification.*

(a) Company, by entering a license agreement with the County, agrees to indemnify, defend, and hold the County and the County's present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents, and employees whole and harmless from and against all claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, judgments, and damages, of any nature and description, including any suit or claim for personal injury, property damage, defamation, antitrust, errors and omission, theft, fire, royalties, license fees, or infringement of copyright or patent rights, resulting from or arising out of or by reason of: (1) Company's actions pursuant to its license agreement, and each SWF permit issued thereunder, and the rights awarded thereunder, or the procedures leading thereto, (2) any act or omission of Company, its agents, employees, representatives, contractors, or sub-contractors, including in the construction, installation or operation of, or the provision of service over, the small wireless facilities or support structures in the County, or any portion thereof, (3) any failure by Company to comply with any applicable law or the terms and conditions of this resolution, the license agreement and each SWF permit, (4) Company's performance under the license agreement and each SWF permit, (5) the use of portions of Company's small wireless facilities or support structures by other persons, including other communications service providers, or (6) the presence

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of any hazardous substance or environmental hazard brought into the rights-of-way by Company or by any person acting on its behalf or under the rights granted under the license agreement and SWF permits.

(b) The foregoing obligations of subsection (a) shall survive the expiration, termination, or revocation of the license agreement.

2) *Notice.* In order for the County to assert its right to be indemnified, defended, and held harmless, the County must notify Company within a reasonable time of any claim or legal proceeding which gives rise to such right.

(3) *Defense.* With respect to the indemnity obligations set forth in this section, Company shall provide the defense of any claims brought against the County by selecting counsel of Company's choice to represent the County and defend the claim, subject to the consent of the County, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the County from cooperating with and participating in the defense of any litigation by its own counsel at its own cost and expense. After consultation with the County, Company shall have the right to defend, settle, or compromise, at its cost and expense, any claim or action arising hereunder, and the authority to decide the appropriateness and the amount of any such settlement, provided, however, that any such settlement shall include, at a minimum, a full and final release of all claims against the County and shall include a provision that the settlement does not constitute an admission of wrongful conduct by the County. In the event that the terms of any such settlement do not include a full and final release of the County, the claim or action raised against the County shall not be settled. All of Company's right to enter a settlement shall entail only payment of monetary amounts by Company, or obligations to be performed fully by Company, and under no circumstances shall Company have the power to bind the County to any obligation to pay any monetary amounts, perform any particular action, or refrain from performing any action (although the County may in its discretion independently agree to any such condition).

(4) *Indemnification not limited.* The indemnification obligations hereunder are not limited in any way by limitation of the amount or type of damages or compensation payable by or for Company under worker's compensation, disability or other employee benefits acts, or the acceptance of insurance certificates required hereunder, or the terms, applicability, or limitations of any insurance held by Company.

(5) *No waiver of County rights.* The County does not and shall not be deemed to have waived any rights against Company which it may have by reason of Company's indemnification, or because of the acceptance by the County of Company's proof of insurance or deposit with the County of any insurance policies described herein.

Section XV. Limitation of liability; immunity

Except to the extent expressly provided for elsewhere in this resolution, the County shall be responsible for its own acts of negligence, or intentional or willful misconduct committed by the County for which the County is legally responsible, subject to defenses, immunities, and limitations of liability provided by applicable law; provided, however, notwithstanding anything to the contrary contained in this resolution and in no event shall the County, its present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents or employees be liable to Company, its affiliates, officers, directors, agents, employees, customers, tenants, licensees, contractors, subcontractors, or assigns for any special, indirect, or consequential damages, including any loss, expense, or damage to profits, business, revenue, or income (whether arising out of the damage to or destruction of the small wireless facilities or support structures, in whole or in part, transmission interruptions or problems, any interruption or degradation of service or otherwise), arising in any manner, including the County's negligence, and Company shall indemnify, defend, and save harmless the County and its present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents, and employees

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from and against any and all claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, and judgments, of any nature and description, with respect to such special, indirect, or consequential damages. The foregoing obligations of this section shall survive the expiration, termination or revocation of the license agreement or SWF permit.

Section XVI. Amendments.

Amendments. The County may, at any time and from time to time, amend this resolution, as it shall find necessary in the lawful exercise of its police powers and in the management of the rights-of-way or otherwise in the exercise of its control and authority over the rights-of-way and County property located therein.

Section XVII. Applicability

(1) The provisions hereof shall be applicable to all small wireless facilities and support structures placed in the rights-of-way on or after the effective date of the resolution. Further, to the full extent permitted by applicable law, the provisions hereof shall be applicable to all existing small wireless facilities and support structures placed in the rights-of-way prior to the effective date of the resolution, except that any provision of this resolution regarding the design, size, composition, or location of small wireless facilities shall not apply to any facilities lawfully placed within any right-of-way prior to the effective date hereof.

(2) This resolution regulates the placement of small wireless facilities and support structures located or proposed to be located on the rights-of-way. This article does not apply to the placement of such facilities or structures on County-owned property not located within the right-of-way, which placement may be allowed only through a lease or similar agreement with the County. The placement of an antenna, facilities or equipment related to the following types of wireless communication services are exempt from regulation under this resolution: facilities owned or controlled, or dedicated to primary use by any federal, state or local government or agency to provide safety or emergency services. Further, the provisions in this resolution are not intended to alter, affect or modify the provisions of existing franchises, licenses, use agreements or ordinances relating to the franchising of cable systems, cable operators, or any landline telecommunications and related facilities, providers or services. No provision of this resolution is intended to permit, regulate or authorize the placement by Company or other wireless provider of fiber optic lines, coaxial cable, switches, pedestals or networking equipment of any type that are used to transport telecommunication signals, data, messages, or cable services between support structures or between any other points on the right-of-way. In the event the Company or a wireless provider desires to place telecommunications or cable system equipment along the rights-of-way, it must first obtain from the County a separate licenseranchise or similar agreement or authorization to do so.

(3) *Existing agreements.* If a wireless provider has an existing license agreement, lease, right-of-way use agreement or other similar agreement with the County that addresses the placement of small wireless facilities or support structures which was in effect prior to the adoption of this resolution, the existing license or other similar agreement shall remain in force for its remaining term (but not for any extension or renewal thereof), and its provisions shall control over any conflicting provisions of this resolution. Thereafter, the wireless provider's small wireless facilities or support structures shall be regulated by this resolution. Notwithstanding the foregoing, any such wireless provider with an existing license agreement or other similar agreement related to small wireless facilities may, at its sole option, elect to terminate such agreement and become immediately subject to this resolution.

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Section XVIII. Enforcement

(1) *Notice of violation; opportunity to cure.*

(a) If the County Engineer is of the opinion that a Company is in violation of a provision of this resolution, a license agreement or a SWF permit issued under the authority of this resolution, he shall provide Company with a written notice of violation describing the nature of the violation and requirements for correction.

(b) Within ten business days of receiving a notice of violation, Company shall present facts and arguments in refutation or excuse of the alleged violation, or present a plan for correction of the violation including an estimated schedule for completion of the corrective action. The County Engineer shall thereafter determine whether the violation has been refuted or excused, or may approve the corrective plan in whole or part, or require changes thereto. The reasonable cure period for any corrective action shall be established by the County Engineer, provided that the period shall not be less than 30 days in the case of any fees or other charges due and not less than 60 days in all other cases, except in the case of an emergency or except as otherwise expressly provided for in this resolution, the license agreement, or a SWF permit.

(c) During the cure period any action to prosecute the violation, including revocation of the license, shall be held in abeyance.

(2) *Revocation.*

(a) In addition to all other rights or remedies which the County may have pursuant to law or equity or under this resolution, a license agreement or a SWF permit issued hereunder, and subject to applicable law, the County may revoke the license agreement and all rights and privileges pertaining thereto including each and every SWF permit issued thereunder, or revoke one or more SWF permits, in the event that:

(i) Company is in violation of any material provision of this resolution, its license agreement, or a SWF permit, and the violation is not capable of being cured or Company has not, to the County's satisfaction, refuted or excused the failure to comply or has not complied with the cure provisions set forth hereinabove;

(ii) Company has engaged in an evasion or attempt to evade any material provision of this resolution, its license agreement, or a SWF permit, and fails or refuses to cure it;

(iii) Company has perpetrated or attempted to perpetrate any fraud or deceit upon the County;

(iv) There is any material misrepresentation of fact by Company in any permit application or report filed pursuant to this resolution.

(b) The County Engineer shall have the authority to revoke a SWF permit, subject to the right of appeal to the County Commission, provided the Company files a written notice of appeal with the County Engineer within 15 days of the revocation. The County Commission shall have the authority to revoke a license agreement and all SWF permits issued thereunder. Prior to such action, the County Commission shall schedule a hearing on the matter and Company shall be given not less than 30 days' advance notice of the date and time of such hearing and the grounds for revocation of the license agreement and permits. At such hearing, Company shall have the right to be heard on the matter and may present evidence on its behalf, including proof refuting or excusing the violation.

(c) Within 30 days of the conclusion of the hearing, the County Commission shall adopt a resolution revoking the license agreement or permits, or upholding the revocation of a license and/or permits, where it finds that there is a basis to

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do so and Company shall, thereafter, be notified in writing of the Commission's decision.

(3) *Stop work order.*

(a) The County Engineer may, at any time and from time to time, issue a stop work order for construction of all or any portion of the facilities or support structures when the County Engineer determines, in his sole discretion: (i) that, subject to the cure provisions in subsection (1) of this section, the activity is being performed contrary to the provisions of the SWF permit issued for the site; or (ii) that the activity has caused, or is likely to cause, a situation to exist that poses or would pose a clear and immediate danger to life or health; of a significant loss of property or services; or of significant damage to or destruction of the rights-of-way (there is no opportunity to cure in this instance). The order may be issued, at the County Engineer's option, on site or to the Company's contact person. The County Engineer will lift any such stop work order as soon as possible after he determines that the situation giving rise thereto no longer exists.

(b) It shall be a violation of this resolution for a Company, or those persons working on its behalf, to disobey a stop work order. Each day that the violation continues constitutes a separate offense, and is subject to a civil penalty in an amount double the permit fee paid for such site or sites.

(4) *Violation by wireless provider.* Subject to the cure provisions set forth in subsection (1) of this section, it shall be a violation of this resolution for a wireless provider to fail to comply with this resolution and any terms or conditions of its license agreement or one or more SWF permits. Each day that the violation continues, after the applicable cure period, if any, constitutes a separate offense and is subject to a civil penalty in an amount double the permit fee paid for such site or sites.

(5) *Unauthorized facilities or support structure.* It shall be a violation of this resolution for any person, its contractor, servant, agent, or employee, to construct, operate, or maintain, a small wireless facility or support structure in the rights-of-way without having entered a license agreement with the County and obtained a SWF permit for the particular location. Each day a violation continues constitutes a separate offense. In addition to any civil penalty due in accordance with the provisions of this section, a wireless provider who has failed to obtain a SWF permit for a particular location shall pay an additional administrative fee of \$500.00 per day for each such location.

(6) The remedies, civil penalties, and administrative fees set forth herein are nonexclusive and the exercise of one or more of such remedies or penalties shall not preclude the exercise of another.

(7) In addition to the other remedies previously set forth herein, the County may take all necessary civil action to enforce the provisions hereof and may seek appropriate legal or equitable remedies or relief, including injunctive relief. The remedies set forth in this section are in addition to and cumulative of all other remedies provided by law.

Section IXX. Modification

This resolution shall be deemed to be modified so as to comply with applicable federal laws, orders, or regulations, without the necessity of action by the County Commission, upon issuance of a final non-appealable federal order, rule, or regulation relating to small wireless facilities.

Section XX. Severability

If any section, sentence, paragraph, clause, phrase or word of this resolution is for any reason held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this resolution, and it shall be

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construed to have been the intent of the County Commission to adopt this resolution without such unconstitutional, invalid, or inoperative part therein, and the remainder of this resolution shall be deemed and held to be valid as if such parts had not been included therein.

Section XXI. Effective Date; Applicability

This resolution shall be effective immediately upon its adoption. This resolution shall be in full force and effect within the unincorporated areas of Mobile County, with the exception of the police jurisdiction of the City of Mobile; the police jurisdiction of any other municipality which has, prior to May 1, 2021, adopted an ordinance relating to small wireless facilities which is applicable in its police jurisdiction; and the police jurisdiction of any other municipality which exercises its police powers in its police jurisdiction.

Motion carried unanimously.

AGENDA #29

RESCIND AWARD/
AWARD BIDS/
REJECT AWARD OF BIDS/
APPROVE PURCHASE

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board consider taking the following action on bids:

rescind award of Bid #124-19, annual deceased body transport bid for Mobile County Commission, to Kenmar Family Funeral Home LLC, due to lack of employees.

award Bid #124-19, annual deceased body transport bid for Mobile County Commission, to Newman's Ambulance, for their bid in the amount of \$200.00 per body.

award Bid #102-21, annual application of road base stabilization and dust control agent bid for Public Works Department, to LL Associates LLC d/b/a ChemStation Gulf Coast, for their bid in the amount of \$164.00 per ton as the first lowest bidder, if unable to deliver, the next lowest bidder, S & S Supplies, Inc., for their bid in the amount of \$165.00 per ton.

reject award of Bid #33-21, minimum of one (1) 2019 used ten (10) station portable restrooms trailer Calypso Series or equal, for Mobile County Commission.

reject award of Bid #72-21, annual application of road base stabilization and dust control agent bid, for the Public Works Department.

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approve to purchase cameras, recording equipment, and licenses to upgrade twenty-one (21) courtrooms security cameras located in Mobile Government Plaza from the current State of Alabama Contract T011 in the amount of \$63,703.14, for County Facilities - Electronic Systems.

Motion carried unanimously.

AGENDA #30

APPROVE SOFTWARE MAINTENANCE AGREEMENT/
E.J. WARD, INC./COOPERATIVE PURCHASING
AGREEMENT SOURCEWELL NO. 022217-EJW/
PUBLIC WORKS DEPARTMENT

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve software maintenance agreement with E.J. Ward, Inc., for the fuel system upgrade maintenance, under the current Cooperative Purchasing Agreement Sourcewell No. 022217-EJW in the amount of \$10,609.68, for the period February 1, 2021 through January 31, 2022, for the Public Works Department, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #31

APPROVE RENEWAL/SUBSCRIPTION AGREEMENT/
ZOOM VIDEO COMMUNICATIONS,
INC./PROBATE COURT

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve renewal of subscription agreement with Zoom Video Communications, Inc., for the Standard Pro Annual in the amount of \$104.93, for the period April 1, 2021 through March 31, 2022, for Probate Court, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #32

ADOPT SOLE SOURCE RESOLUTION/APPROVING
RENEWAL/SOFTWARE MAINTENANCE CONTRACT/
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE,
INC. (ESRI)/COUNTY COMMISSION

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board adopt the following resolution:

WHEREAS, the Mobile County Commission currently utilizes ArcGIS software developed and manufactured by Environmental Systems Research Institute (ESRI) in the GIS Department; and

WHEREAS, the County is annually required to purchase maintenance service for the said software; and

WHEREAS, upon investigation and review it has been determined that ESRI is the only provider of maintenance service for the ArcGIS software, which is proprietary and unique;

NOW, THEREFORE, BE IT RESOLVED, that the Mobile County Commission authorizes entry into an annual maintenance service agreement with ESRI, for a term beginning April 1, 2021 and ending March 31, 2022, at a cost of \$30,133.65, for its ArcGIS software, as described in ESRI's invoice #83974491.

Motion carried unanimously.

AGENDA #33

ADOPT SOLE SOURCE RESOLUTION/APPROVING
RENEWAL/SOFTWARE MAINTENANCE CONTRACT/
TRACKER SOFTWARE CORPORATION D/B/A
PUBWORKS/PUBLIC WORKS DEPARTMENT

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board adopt the following resolution:

WHEREAS, the Mobile County Engineering and Public Works Department currently utilizes PubWorks software provided by Tracker Software Corporation; and

WHEREAS, the Department is in need of maintenance and support for the said software; and

WHEREAS, upon investigation and review it has been determined that Tracker Software Corporation is the only provider of maintenance and support services for PubWorks software, which is proprietary; that Tracker Software

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Corporation's services and products are unique; and that their uniqueness is substantially related to their intended purpose, use and performance;

NOW, THEREFORE, BE IT RESOLVED, that the Mobile County Commission authorizes renewal of a one-year maintenance and support agreement with Tracker Software Corporation, commencing April, 2021 and continuing through March, 2022, at total cost of \$21,636.00, as described in Tracker Software Corporation's invoice 319-009.

Motion carried unanimously.

AGENDA #34

AUTHORIZE SUB-RECIPIENT AGREEMENT/BOYS
AND GIRLS CLUBS OF SOUTH ALABAMA, INC./
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board authorize sub-recipient agreement with the Boys and Girls Clubs of South Alabama, Inc. for an amount of \$30,000.00 for summer youth programs in Mount Vernon and Citronelle under the Community Development Block Grant (CDBG), and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #35

APPROVE CHANGING FUNCTIONAL
CLASSIFICATION OF ROADS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve changing the functional classification of the following roads as listed below:

Fillimgim Road
From Access Road to Minor Local

FROM: Army Road
TO: End of Maintenance

Movico Loop Road West
From Access Way to Access Road

FROM: Movico Loop Road North
TO: End of Maintenance

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Movico Loop Road West
From Access Way to Residential Road

FROM: Movico Loop Road North
TO: Kelly Road

Motion carried unanimously.

AGENDA #36

AUTHORIZE ACQUISITION OF PROPERTY/
ACCEPTANCE OF RIGHT-OF-WAY
DEEDS AND/OR EASEMENTS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board authorize acquisition of property and acceptance of right-of-way deeds and/or easements from the following property owners, for the following projects:

Roseland Drive Drainage Improvements, MCP-201-17
Tract 2

Jeffery Dean Tardie and
Angela Rene Tardie easement

Jeffery Dean Tardie and
Angela Rene Tardie temporary easement

Havens Road, Project MCR-2018-205, Tract 15

Frances W. Robison deed

Williams Road, Project MCR-2018-307, Tract 3

Veronica Serigney Wilson deed

Williams Road, Project MCR-2018-307, Tract 8

James Lawrence Johnson and
Janice Lee Johnson deed

Williams Road, Project MCR-2018-307, Tract 9

William M. Otto and
Jean Inez Otto deed

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Williams Road, Project MCR-2018-307, Tract 10

Lisa Marie Roberson and
Dakota Phillip Vail deed

Williams Road, Project MCR-2018-307, Tract 12

Tensaw Land and Timber Company, Inc. deed

Williams Road, Project MCR-2018-307, Tract 13

Joseph Michael Peters, Sr. and
Phyllis Johnson Peters deed

Williams Road, Project MCR-2018-307, Tract 14

Joseph Michael Peters, Sr. and
Phyllis Johnson Peters deed

Williams Road, Project MCR-2018-307, Tract 15

David M. Braswell, Jr. deed

Williams Road, Project MCR-2018-307, Tract 16

James C. Nelson, Jr. and
Sharon Nelson deed

Williams Road, Project MCR-2018-307, Tract 20

Brandy Marie Sims deed

Williams Road, Project MCR-2018-307, Tract 21

Clay M. Johnson and
Melisa V. Johnson deed

Motion carried unanimously.

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AGENDA #37

ADOPT RESOLUTION/AGREEMENT/STATE OF
ALABAMA/ALABAMA DEPARTMENT OF TRANSPORTATION/
PROJECT RASTPAA-4915(251)/MCP-49-082-15/
WIDENING, RESURFACING, AND STRIPING ON
DAWES ROAD (CR-33)/APPROVE AGREEMENT/
PROJECT MCR-2014-012(B)/RA-MCP-49-82-15

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board adopt the following resolution:

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

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Widening, resurfacing, and striping on Dawes Road (CR-33) from Scott Dairy Loop Road S to Diberville Drive W; Length - 1.336 miles; Project# RASTPAA-4915(251); MCP 49-82-15; CPMS Ref# 100068763

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be 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.

I, the undersigned qualified and acting Clerk of Mobile County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 12th day of April, 2021, and that such resolution is on file in the County Clerk's Office.

Also, approve agreement for construction with the State of Alabama, acting by and through the Alabama Department of Transportation, for Project RASTPAA-4915(251)/MCP-49-082-15, Widening, Resurfacing, and Striping on Dawes Road (CR-33) from Scott Dairy Loop Road South to D'Iberville Drive West, Project MCR-2014-012(B)/RA-MCP-49-82-15.

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Also, approve the President of the Commission to execute the resolution and the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #38

ADOPT RESOLUTION/CONSENTING TO ANNEXATION
OF A PORTION OF PUBLIC STREETS/CITY OF SEMMES

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board adopt the following resolution:

RESOLUTION CONSENTING TO THE ANNEXATION OF
CERTAIN PUBLIC STREETS OR PARTS THEREOF
BOUNDED BY TERRITORIES ANNEXED
BY THE CITY OF SEMMES, ALABAMA
PURSUANT TO ORDINANCE NUMBERS
2012-49, 2018-69, 2019-89, 2021-04, 2021-05, 2021-07, AND
2021-09

WHEREAS, the City of Semmes, Alabama, an Alabama municipal corporation (sometimes referred to as "the City"),

- on March 1, 2012, by Ordinance Number 2012-49,
- on April 17, 2018, by Ordinance Number 2018-69,
- on July 16, 2019, by Ordinance Number 2019-89,
- and on March 4, 2021, by Ordinance Numbers
- 2021-04, 2021-05, 2021-07, and 2021-09,

annexed unincorporated territories which resulted in public streets or parts thereof which had been accepted by and controlled, managed, supervised, regulated, repaired, maintained and improved by the County being located outside the corporate limits of the City while at the same time bounded on both sides by the corporate limits of the City; and

WHEREAS, Section 11-49-80 (c), Code of Alabama (1975), as amended, requires that the County consent to the annexation of such public streets or parts thereof by the City; and

WHEREAS, Section 11-49-80 (c) further provides that once such annexation becomes effective the City shall assume responsibility for such public streets or parts thereof;

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NOW, THEREFORE, BE IT RESOLVED that Mobile County, Alabama, acting by and through the Mobile County Commission, consents to the annexation of the following named public streets or parts thereof by the City of Semmes, Alabama:

By the Ordinance Numbers 2012-49 and 2021-09, a portion of Firetower Road (County Road Inventory No. 765), located in Section 35, Township 3 South, Range 3 West, and extending from the south line of parcel R022407350000008.009 (approximately 123 feet north of Floyd Crabtree Way), northward to the south line of parcel R022407350000014.000, a distance of 143 feet, more or less; and

By the Ordinance Numbers 2018-69, 2021-04 and 2021-05, a portion of Kushla McLeod Road (County Road Inventory No. 1199), located in Section 05, Township 3 South, Range 2 West, and extending from the east line of parcel R022303050002053.002 (approximately 182 feet northwest of Ulysses Road), northwestward to the west line of parcel R022303050002060.000, a distance of 255 feet, more or less; and

By the Ordinance Number 2019-89, a portion of Wards Lane (County Road Inventory No. 2359), located in Section 25, Township 3 South, Range 3 West, and extending from the east line of parcel R022407253000004.034 (approximately 313 feet west of Dubose Avenue), westward to the northwest line of said parcel, a distance of 71 feet, more or less; and

By the Ordinance Number 2021-07, a portion of Wards Lane (County Road Inventory No. 2359), located in Section 25, Township 3 South, Range 3 West, and extending from the northeast line of parcel R022407253000004.004 (approximately 118 feet west of Whitestone Drive), westward to the west line of said parcel, a distance of 65 feet, more or less.

In consideration for having been relieved of the burden of maintenance of the abovesaid public streets or parts thereof, the County will pay the City the sum of One Dollar (\$1.00).

Motion carried unanimously.

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AGENDA #39

APPROVE MEMORANDUM OF AGREEMENT/STATE OF
ALABAMA/MOBILE COUNTY/REBUILD ALABAMA
ACT FUNDS/FEDERAL AID EXCHANGE FUNDS (FAEF)

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve Memorandum of Agreement between the State of Alabama and Mobile County concerning the allocation of Rebuild Alabama Act funds in the amount of \$400,000.00, known as Federal Aid Exchange Funds (FAEF), to the County in exchange for the annual \$533,000.00 federal allocation, in accordance with the provisions of Act 2019-2 (Rebuild Alabama Act), and authorize the President of the Commission to execute the Memorandum of Agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #40

APPROVE SUPPLEMENTAL AGREEMENT NO. 3/
H.O. WEAVER AND SONS, INC./PROJECT
MCR-2014-207/HALLS MILL ROAD
AND LEES LANE

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve Supplemental Agreement No. 3 with H.O. Weaver and Sons, Inc., Project MCR-2014-207, Halls Mill Road and Lees Lane, for addition of pay items to modify an existing driveway, raising the contract cost by \$3,960.00. Also, add three (3) additional working days, and authorize the President of the Commission to execute the Supplemental Agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #41

ADOPT RESOLUTION/PUBLIC WORKS DEPARTMENT/
DISPOSE OF CERTAIN ITEMS FROM INVENTORY/
DECLARE AS SURPLUS PROPERTY/AUTHORIZE
ITEMS TO BE DISPOSED OF BY LAWFUL MEANS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board adopt the following resolution:

WHEREAS, the Mobile County Commission has control of all property belonging to the county and is authorized by

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state law to dispose of the same by order entered upon its minutes; and

WHEREAS, the County presently owns the items of office and technology equipment shown on the *attached six (6) page list, assigned to the Engineering and Public Works Department, which are old, obsolete or no longer needed;

NOW, THEREFORE, be it resolved by the Mobile County Commission that the items of office and technology equipment shown on the *attached six (6) page list be, and they are hereby declared SURPLUS and, where applicable, removed from the fixed assets list, to be disposed of by lawful means.

It is further DIRECTED that a copy of this resolution be entered upon the minutes of the regular meeting of the Mobile County Commission convened on the 12th day of April, 2021.

***Attachment on file in the Administrator's Office**

Motion carried unanimously.

AGENDA #42

ADOPT RESOLUTION/MOBILE COUNTY ENTER INTO
AGREEMENT WITH STATE OF ALABAMA ACTING BY
AND THROUGH THE ALABAMA DEPARTMENT OF
TRANSPORTATION/PROJECT HRRR-4921()/
MCP-001-21/SAFETY IMPROVEMENTS ON
CELESTE ROAD FROM JANWOOD COURT
TO TAYLOR ROAD/APPROVE AGREEMENT

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board adopt the following resolution:

Also, approve agreement for construction with the State of Alabama, acting by and through the Alabama Department of Transportation, for Project HRRR-4921()/MCP-001-21, Safety Improvements on Celeste Road from Janwood Court to Taylor Road.

Also, approve the President of the Commission to execute the resolution and the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #43

APPROVE AGREEMENT/PURCHASE OF WETLAND
MITIGATION CREDITS/ALABAMA PORT MITIGATION
BANK/PROJECT MCR-2018-004/WEAVER ROAD EAST

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve agreement for purchase of wetland mitigation credits from the Alabama Port Mitigation Bank for Project MCR-2018-004, Weaver Road East, in the amount of \$51,697.40, as required by U.S. Army Corps of Engineers Permit, Project SAM-2020-01025-JCC, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #44

APPROVE AGREEMENT/PURCHASE OF WETLAND
MITIGATION CREDITS/LILLIAN SWAMP MITIGATION
BANK/PROJECT MCR-2018-004/WEAVER ROAD EAST

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve agreement for purchase of wetland mitigation credits from the Lillian Swamp Mitigation Bank for Project MCR-2018-004, Weaver Road East, in the amount of \$65,850.00, as required by U.S. Army Corps of Engineers Permit, Project SAM-2020-01025-JCC, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #45

ASSIGN CONTRACT/PROJECT MCR-2014-012 (B) /
CIP-2013-017 (A) /RASTPAA-4915 (251) /WIDENING,
RESURFACING, AND STRIPING ON DAWES
ROAD (CR-33)/VOLKERT, INC.

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board assign contract for construction engineering and inspection services for Project MCR-2014-012 (B) /CIP-2013-017 (A) /RASTPAA-4915 (251), Widening, Resurfacing, and Striping on Dawes Road (CR-33)

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from Scott Dairy Loop Road South to D'Iberville Drive West, to Volkert, Inc., and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

AGENDA #46

APPROVE ADOPT-A-MILE PROGRAM APPLICATION/
W&T OFFSHORE, INC./DEAKLE ROAD A/K/A CR-16

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve Adopt-A-Mile Program Application from "W&T Offshore, Inc." for a segment of Deakle Road from the east property line of 6403 Deakle Road eastward to the west property line of 5524 Deakle Road, a distance of approximately 1.28 miles. Deakle Road is also known as CR-16.

Motion carried unanimously.

AGENDA #47

APPROVE PRELIMINARY AND FINAL PLAT/
RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION
OF LOT 4, LOT 5, AND LOT 6/AIR ONE
SUBDIVISION/DISTRICT 3

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve preliminary and final plat of Resubdivision of Lot 1 of the Resubdivision of Lot 4 and Lot 5, Air One Subdivision, and the Resubdivision of Lot 6, Air One Subdivision. (2 lots, Airport Blvd, East of Snow Road South, District 3)

Motion carried unanimously.

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AGENDA #48

APPROVE PRELIMINARY PLAT ONLY/
GRADY PLACE, PHASE TWO/DISTRICT 3

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve preliminary plat only of Grady Place, Phase Two. (48 lots, Jeff Hamilton Road, District 3)

Motion carried unanimously.

AGENDA #49

AUTHORIZE ACQUISITION OF PROPERTY/
ACCEPTANCE OF COMMUNITY RIGHT-OF-WAY
MAP/GRAND FARMS ROAD WEST

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board authorize acquisition of property and acceptance of Community Right-of-Way Map for Grand Farms Road West, to include Right-of-Way and Easements.

Motion carried unanimously.

AGENDA #50

AUTHORIZE ACQUISITION OF PROPERTY/
ACCEPTANCE OF RIGHT-OF-WAY DEED/
GRAND FARMS JOINT VENTURE/
GRAND FARMS ROAD WEST

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board authorize acquisition of property and acceptance of right-of-way deed from Grand Farms Joint Venture for Grand Farms Road West.

Motion carried unanimously.

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AGENDA #51

AUTHORIZE TO ADVERTISE AND RECEIVE
BIDS/MCP-201-17/ROSELAND
HEIGHTS - OUTFALL IMPROVEMENTS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board authorize to advertise and receive bids for MCP-201-17, Roseland Heights - Outfall Improvements.

Motion carried unanimously.

AGENDA #52

AUTHORIZE TO ADVERTISE AND RECEIVE BIDS/
PROJECT MCR-2014-006/GLASS ROAD,
GRADE, DRAIN, BASE, AND PAVE (GDBP)

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board authorize to advertise and receive bids for Project MCR-2014-006, Glass Road, Grade, Drain, Base, and Pave (GDBP).

Motion carried unanimously.

AGENDA #53

ADOPT RESOLUTION/AUTHORIZING ACQUISITION
OF CERTAIN REAL PROPERTY BY EMINENT
DOMAIN/TRACT 16/PROJECT MCR-2016-001/
MCDONALD ROAD, ADDITIONAL LANES

Commissioner Randall Dueitt: W. Bryan Kegley II, County Engineer, are we going to go forward with this?

W. Bryan Kegley II, County Engineer: Yes, Commissioner. We would like to move forward with your permission to do so.

Commissioner Dueitt: That's fine.

W. Bryan Kegley II: Thank you.

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Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board adopt the following resolution:

A RESOLUTION DECLARING THAT THE ACQUISITION OF CERTAIN REAL PROPERTY FOR PERMANENT ROADWAYS AND DRAINAGE IMPROVEMENTS HEREIN DESCRIBED IS IN THE PUBLIC INTEREST AND NECESSARY FOR THE PUBLIC USE; AUTHORIZING THE ACQUISITION THEREOF BY EMINENT DOMAIN; AUTHORIZING THE PRESIDENT OF THE MOBILE COUNTY COMMISSION TO INSTRUCT ITS ASSISTANT COUNTY ATTORNEY, K. PAUL CARBO, JR., OF THE ATCHISON FIRM, P.C., TO PROCEED WITH THE ACQUISITION THEREOF BY EMINENT DOMAIN, AND AUTHORIZING THE COUNTY ENGINEER TO DO ALL ACTS AND THINGS NECESSARY, PROPER OR CONVENIENT TO THAT END.

WHEREAS, Section 23-1-82 of the Code of Alabama grants the Mobile County Commission the right of eminent domain for a permanent fee simple right-of-way for roadway and drainage improvements; and

WHEREAS, the Mobile County Commission deems it necessary to acquire by eminent domain that certain real property hereafter described, in order to establish permanent roadways and drainage improvements;

WHEREAS, Mobile County obtained a certified appraisal that valued the property being acquired at \$20, 300.00. An offer of that amount was submitted to the property owner rejected.

NOW THEREFORE, BE IT RESOLVED, by the Mobile County Commission as follows:

Section (1): That the Mobile County Commission deems it necessary in order to establish permanent roadways and drainage improvements located in the County of Mobile, State of Alabama, and more particularly described as follows:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

TRACT NO. 16 PROJECT NO. MCR-2016-001 McDONALD ROAD

A part of the Southwest Quarter of Southwest Quarter, Section 1, Township 6 South, Range 3 West, identified as Tract No. 16 on Project No. STPMB-7612(600) in Mobile County, Alabama and being more fully described as follows:

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Parcel 1 of 1:

Commencing at the Southwest corner of Section 1, Township 6 South, Range 3 West; thence North 00 degrees 00 minutes 00 seconds East West line of Section 1, Township 6 South, Range 3 West a distance of 659.41 feet to a point; thence North 90 degrees 00 minutes 00 seconds East a distance of 78.74 feet to a point on the grantor's property line being the POINT OF BEGINNING; thence North 89 degrees 39 minutes 06 seconds West along the grantor's property line a distance of 34.54 feet to a point on the Easterly present R/W line of McDonald Road; thence North 00 degrees 22 minutes 44 seconds East along the easterly present R/W line a distance of 99.97 feet to a point on the grantor's property line; thence South 89 degrees 39 minutes 37 seconds East along the Grantor's property line a distance of 45.21 feet to a point on the acquired R/W line thence along the acquired R/W line and along an arc 100.57 feet to the right, having a radius of 1565.00 feet, the chord of which is South 06 degrees 28 minutes 12 seconds West a distance of 100.55 feet to the POINT OF BEGINNING of the property herein described. Containing 0.093 acres, more or less.

THE DESCRIBED PARCEL CONTAINS 4,051.08 SQUARE FEET, 0.093 ACRES, MORE OR LESS.

Parties of Interest in said Property:

Louis F. Lundy
P.O. Box 1154
Theodore, Alabama 36582

KIM HASTIE as Revenue Commissioner

Section (2): That the Mobile County Commission hereby declares that the acquisition of fee simple interest in said property for permanent roadways and drainage improvements in connection with the above-referenced Mobile County project is in the public interest and necessary for public use.

Section (3): That the Mobile County Commission hereby fully authorizes and empowers The Atchison Firm, P.C., to proceed with the acquisition of said property by eminent domain, pursuant to Title 18, Chapter 1A of the Code of Alabama, 1975, as supplemented.

Section (4): That the County Engineer is fully authorized, empowered and instructed for, on behalf of, or in the name of the Mobile County Commission, to sign and execute all affidavits, bonds and other documents, and to do all other acts and things necessary, proper or convenient for the purpose of making effective and conclusive said condemnation proceedings.

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Section (5): That this resolution shall take effect immediately.

Motion carried unanimously.

AGENDA #54

AUTHORIZE TO ADVERTISE AND RECEIVE BIDS/
PROJECT CIP-2015-007G/GRAND FARMS ROAD
WEST, ROADWAY IMPROVEMENTS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board authorize to advertise and receive bids for Project CIP-2015-007G, Grand Farms Road West, Roadway Improvements.

Motion carried unanimously.

AGENDA #55

AUTHORIZE TO ADVERTISE AND RECEIVE BIDS/
PROJECT PFP-2020-301/GRAND FARMS ROAD
WEST, WATERLINE RELOCATION, FENCE
RESET, AND DRIVEWAY IMPROVEMENTS

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board authorize to advertise and receive bids for Project PFP-2020-301, Grand Farms Road West, Waterline Relocation, Fence Reset, and Driveway Improvements.

Motion carried unanimously.

AGENDA #56

APPROVE SUPPLEMENTAL AGREEMENT NO. 3/
HCL CONTRACTING, LLC/PROJECT
MCR-2016-205/FILLINGIM ROAD

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve Supplemental Agreement No. 3 with HCL Contracting, LLC, Project MCR-2016-205, Fillingim Road for addition and deletion of pay items needed for additional erosion control and stabilization, increasing the contract in the estimated amount of \$37,026.36, and

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authorize the President of the Commission to execute the Supplemental Agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #57

APPROVE CONCURRENCE WITH ALABAMA DEPARTMENT
OF TRANSPORTATION/AWARDING BID/PROJECT
MCR-2014-012(B)/RASTPAA-4915(251)/
WIDENING, RESURFACING, AND STRIPING ON
DAWES ROAD (CR-33)/H.O. WEAVER AND SONS,
INC./APPROVE PAYMENT OF INVOICE

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve concurrence with the Alabama Department of Transportation for awarding the bid for Project MCR-2014-012(B)/RASTPAA-4915(251), Widening, Resurfacing, and Striping on Dawes Road (CR-33) from Scott Dairy Loop Road South to D'Iberville Drive West, to H.O. Weaver and Sons, Inc., for their low bid in the amount of \$1,096,302.84.

Also, approve payment of invoice for County matching funds for the cost of construction, construction inspection, and utility relocation for the noted project to the Alabama Department of Transportation in the amount of \$173,098.27.

Motion carried unanimously.

AGENDA #58

APPROVE FINAL PLAT/CHAPEL CREEK,
PHASE 2B/ACCEPT ROAD RIGHTS-OF-WAYS/
ACCEPT THE ROADS IN THIS SUBDIVISION
FOR MAINTENANCE BY MOBILE COUNTY/
ACCEPT WARRANTY DEED FOR
RIGHTS-OF-WAYS/DISTRICT 3

Upon the request of W. Bryan Kegley II, County Engineer, this item was held over.

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ADD-ON #1

APPROVE NOMINATION AND PLACEMENT/
ALABAMA HISTORICAL COMMISSION HISTORICAL
MARKER/BLACKWELL HOUSE AT SEMMES
COMMUNITY CENTER/CITY OF SEMMES

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve nomination and placement of an Alabama Historical Commission historical marker for the County-owned real property known as the Blackwell House at Semmes Community Center, subject to the exact location being determined by the County Commission. The historical marker is being sponsored by the City of Semmes and will be installed if approved at no cost to the County.

Motion carried unanimously.

AGENDA #59

COMMISSION ANNOUNCEMENTS
AND/OR COMMENTS

There were none.

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AGENDA #60

ADJOURN

Commissioner Hudson moved, seconded by Commissioner Dueitt, that the Board approve a request for motion to adjourn until April 26, 2021.

Motion carried unanimously.

Merceria Ludgood, President

Connie Hudson, Member

Randall Dueitt, Member

ATTEST:

Glenn L. Hodge, County Administrator