

November 12, 2019

MOBILE COUNTY COMMISSION

The Mobile County Commission met in regular session in the Government Plaza Auditorium, in the City of Mobile, Alabama, on Tuesday, November 12, 2019 at 10:00 A. M. The following members of the Commission were:

PRESENT	ABSENT
Jerry L. Carl, President	None
Merceria Ludgood	
Connie Hudson	

Commissioner Carl acted as chairman of the meeting and Glenn L. Hodge, County Administrator of the Commission, acted as Clerk of the meeting. The Chairman stated that due notice of the time, place and purpose of the meeting having been given to all members of the Commission and posted as required by law, and a quorum being present, the meeting was open for the transaction of business.

INVOCATION

The invocation was given by Lydia Johnson, Seminarian Intern of Christ Church Cathedral, 115 South Conception Street, Mobile, Alabama 36602.

PRESENT RESOLUTION/COACH PEGGY MARTIN
OF SPRING HILL COLLEGE/WOMEN'S COLLEGE
VOLLEYBALL'S WINNINGEST COACH

Commissioner Connie Hudson: This morning, we have a very special presentation to make. We are very honored to have with us Ms. Peggy Martin, who is the coach of Spring Hill College Women's Volleyball. Coach Martin has really reached the mark of a true celebrity not only in and around Mobile, Alabama, but throughout the country. You will see why in just a moment. If we can have Coach Martin join us up front, we will make the presentation.

WHEREAS, Coach Peggy Martin of Spring Hill College has earned more wins than any women's volleyball coach at any division in NCAA history; she is now recognized as "Women's College Volleyball's All-Time Winningest Coach" and her Spring Hill Badgers recorded her 1,394th career victory during a come-from-behind 3-2 win on September 21, 2019; and

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WHEREAS, Coach Martin began her career with Central Missouri and helped turn them into one of women's volleyball's most successful Division II programs; during her 33 seasons at the helm, she recorded a 1,064-281-8 mark; Coach Martin never had a losing season in Warrensburg and won at least 25 matches for 31 consecutive seasons; and

WHEREAS, since being at Spring Hill, she has turned an 8-win team from her first season in 2009 into a 27-win team in 2010; and the Badgers have never recorded fewer than 23 wins; and

WHEREAS, for this season, Coach Martin led the Badgers to a 30-win season, including an 18-0 run through the regular season of SIAC; and the Badgers are now headed to compete for a conference title;

NOW THEREFORE BE IT RESOLVED, the Mobile County Commission does hereby applaud Coach Peggy Martin on becoming women's college volleyball's all-time winningest coach. Job well done, Coach!

Commissioner Hudson: I think that deserves a standing ovation. Wow!

Peggy Martin, Spring Hill College Women's Volleyball Coach: I just want you to know it says I got my start somewhere else. But I actually grew up on Siena Vista Street in Mobile, Alabama. All of you remember Christmas on Siena Vista Street. I was in the fifth (5th) house on the right, always going to the front of the line and asking can I please get in line to get ahead of you so we can get to our house? I started my coaching career at St. Catherine's School when I was in high school, that is where it all started. I also got to play a lot of sports in Mobile, Alabama, not only in the Catholic Youth Organization (CYO) but in the recreation leagues in Mobile. We were way ahead of the rest of the world when it came to letting young people, specifically girls, play sports at a young age. I appreciate that. I have always been proud of Mobile, Alabama. I thank you so much for this.

Commissioner Hudson: Thank you. What an honor.

Officer Pamela Lafitte, Sheriff's Department: Good morning.

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Commission President Jerry L. Carl: Good morning. We have not heard from you in a while.

Officer Pamela Lafitte: I know.

Commission President Carl: That's good.

Officer Pamela Lafitte: That is good, isn't it?

Commission President Carl: It is really good. Welcome back.

Officer Pamela Lafitte: Yes, sir. Good morning to each of you. This morning I want to come before you to give you thanks for the job that you do, the raises that you give, and the benefits that you see are beneficial to us at the time that you read the documents. I really whole-heartedly want to come before you and ask you through this awareness that I am about to give to you to ponder collectively about the benefits that are given through Metlife as well as Aflac. Right now we are in a crisis with retention. Retention is in a crisis with the Sheriff's Office, with the deputies, as well as with the Metro Jail employees. The other departments that are filtered underneath the County Commission's umbrella, I do not have that percentage, I do not have the numbers, nor have I been echoed with what has been going on with employees leaving. If a deputy is on the street and he gets seriously injured on the job, and say he signed up for and received short-term disability, those benefits will be denied. Anyone who has signed up for short-term disability with the County, if you are hurt on the job, injured seriously, have a heart attack, if you are sick, or if you are accidentally hurt, those benefits are denied with Metlife for short-term disability. If you are injured and you signed up with Aflac, and you signed up with all of those perks they give you for accidental injuries, your claim is denied. This is not hearsay; this is what I actually found out. When I submitted my claim, they told me because the County Commissioners chose that if you are hurt or injured on the job or if you get sick or have a heart attack, stroke, or whatever on the job, you will not be paid those benefits. They are denied. You are only allowed to receive your short-term disability if you are hurt off of the job with Metlife. With Aflac, you are only allowed to receive the accidental perks that you signed up for and that you pay into the insurance, if you receive those injuries or sickness off the job. Now, give or take, I know some people may see that and say that is double dipping. Maybe the County Commissioners are trying to save revenue or monies. Come to find out, and correct me if I am wrong, the monies are only paid from the employee's pockets of what you, as the County Commissioners and the Treasurer, pay us. Retention is going to be hard in the State of Alabama for a very simple reason. With Retirement

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Systems of Alabama (RSA), they changed the retirement for everyone from twenty-five (25) years to thirty (30) years. You cannot receive your retirement benefits until you are age 62 years old and you have worked thirty (30) years or more. I do fall under the old plan and I am blessed. Many of us are blessed. We work for twenty-five (25) years and we receive our retirement pay at any age. Then we have new employees who are coming in and we are having this revolving door. We get them trained, and they say what if I get into a fight in this jail? We all know from what the news media has brought forth, that some of the cell doors do not lock in Metro Jail. If an inmate comes out and push an officer over the top balcony or seriously injure him with a makeshift shank, and that officer gets hurt on the job, they do not qualify for short-term disability. It is sad to say that if they are in intensive care, their family has to go on without any monies coming into the household. That is the good factor of sick pay, vacation pay, and compensatory time. If that officer has been sick in the previous months because of cancer or some other sickness, and they have depleted all of their vacation time, sick time, and compensatory time, that wife or that husband and children they have, what do they do? Do we have to raise money like some of us have had to do for some of our employees? This is awareness. Also, from Aflac and Metlife, we were told last year when I asked a question, many of the officers and employees asked a question, would we be covered if we are hurt on the job or off the job? They stated yes. This year when we are telling them exactly what we are being told, they are honest with us this year. They told us no you would not be paid if you are hurt or get sick on the job. We have a Lieutenant, Lieutenant Herman Woods, who passed away; he had a heart attack and probably had heart problems. Not only him. We have had other officers who have had some type of sickness right on the job. When they left, they went into Intensive Care and never came out. I don't want to see any of our Corrections Officers, no matter what job description they have, from the Warden on down, the Deputy Warden to the Captains to the Lieutenants to the Sergeants to the Corporals to the Corrections Officers, even the Corrections Cadets that we are bringing in as young people to take the roles I work in, that many of us work in today. I do not want to lose good people. I do not want us to continue to have a revolving door, to keep training people, and then when they find out about the benefits, they are gone. Mobile Police Department, the City of Mobile, and other agencies as I have checked, they offer if you get hurt on the job or off the job, your benefits are paid. What may happen is you might lose deputies who are going right back to the City of Mobile Police Department or other agencies. I do not want to take up much of your time. I heard the timer. I hope and I pray that I have actually touched on everything that I wanted to reveal and bring awareness about to you.

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Commission President Carl: Let's see if we can get Tim Smith to maybe come up here and explain it. I promise you we do not know every detail about every insurance policy. I don't.

Officer Pamela Lafitte: Yes, sir.

Commission President Carl: Before I assume anything, I would like to hear from somebody to maybe speak on behalf and give them a chance to address on what this is about. I agree with you. I promise you we will look into it.

Officer Pamela Lafitte: Yes, sir. One last thing. We were told that for last year and this year, to receive any copies we would have to call the benefits office. The personnel who works in that office has enough to do that they should not have to take the time to look up and print out copies of our benefits. I feel that it should be as it once was. Once we sign up for our benefits, they printed out our copies right then and then they mailed them to us. They said the way they have done them now, especially with my Aflac and the way that I am looking into it, it's that we do not individually own the plan. It's only a group. We have no say so as to what rights or whatever. I just want to bring awareness because we need deputies on the streets and actually, if it is going to be like this, many of us may be leaving.

Commission President Carl: Okay.

Officer Pamela Lafitte: We do not want to leave you in a bind. We come here to do what is expected of us. If our benefits are going to be like that and we are working very hard, I am sorry.

Commission President Carl: Okay.

Officer Pamela Lafitte: Thank you very much.

Commission President Carl: Tim, can you take just a minute and explain this to us?

Tim Smith, Risk Manager: Commissioners, when it comes to Aflac, I do not handle that particular part of it.

Commissioner Connie Hudson: Should we get Donna Jones to come up and explain?

Tim Smith, Risk Manager: I could tell you all because with the combination of Workers Compensation when you get hurt on the job, you receive benefits through Workers Compensation, which usually gives you sixty-six percent and two-thirds (66 2/3%) of your average weekly wage. We also have through the Personnel Board Injured With Pay, which makes up that difference. Anyone who is injured on the job

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and it is through no fault of their own, really is made whole and they receive between the two (2), full pay.

Commissioner Hudson: Between what two (2)?

Tim Smith, Risk Manager: Between the Workers Compensation, which is sixty-six and two-thirds percent (66 2/3%) of your average weekly wage and then Injured With Pay, which is set up through the Personnel Board.

Commissioner Hudson: And that makes their salary whole?

Tim Smith, Risk Manager: Just so you know how it works, if someone is approved for Injured With Pay, they get a full forty (40) hour paycheck and then we have to adjust that pay by the amount of Workers Compensation. It equals out to full pay, but they do not get overpaid. Sometimes it works out right, sometimes not. I would assume that is why Aflac and them would not pay because if someone was made whole, there is really no loss. I'll let Donna Jones speak on that.

Commission President Carl: Okay.

Commissioner Hudson: Are you aware of any situation where someone has been injured on the job and has not been made whole through either Workers Compensation or Injured With Pay?

Tim Smith, Risk Manager: I can't speak to any situation currently. I do not know of anybody who has not received Workers Compensation. I do know of some people who have not received Injured With Pay because of the different rules and the way it works. You have to apply for it within a certain amount of time. Generally, everybody gets it. I do not know anyone who has received nothing so far. I would assume that if you are not getting anything, then your short-term disability would probably kick in. Like I said, I'll let Donna Jones speak on that.

Commission Hudson: Donna, can you speak on this?

Officer Pamela Lafitte: Commissioners, can I present to you a copy of this letter?

Commission President Carl: Let's be careful to not use any names.

Officer Pamela Lafitte: It's only Aflac. This came to me and it is stating thank you for your recent claims submission payable under your accident plan. After careful consideration, we are sorry to inform you that your claim has been denied for the following: your plan is

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non-occupational. No benefits are payable when injury/sickness occur on the job. That is the same thing I received from Metlife for short-term disability. That is why I came before you to say that they said it was because the County Commissioners decided to opt out if you are injured or sick on the job.

Commission President Carl: I do not know about that part of it.

Officer Pamela Lafitte: Do you want to see it?

Donna Jones, Human Resources Director: The decision was made years ago when we first went with Unum to make it non-occupational because employees do receive the Injured With Pay through the Personnel Board.

Commission President Carl: Let's do this. Donna, would you follow up on this and let all three (3) of us know what you find to fill in the gaps for us?

Donna Jones, Human Resources Director: If her injury was on the job, then that letter is correct.

Commissioner Hudson: You're saying that between Workers Compensation and Injured With Pay, her salary is being paid in full.

Donna Jones, Human Resources Director: Yes.

Commissioner Hudson: She should not receive additional on top of her pay?

Donna Jones, Human Resources Director: That was a decision that was made back years ago. We continued that when we switched over to Aflac and Metlife, that was not changed.

Officer Pamela Lafitte: With the Injured With Pay, since we want to go into that category with Aflac and Metlife, benefits that we are paying out of our pockets as employees, if we want to go to the category, we appreciate you paying one hundred percent (100%) of the pay. With sixty-six and two-thirds percent (66 2/3%) with Workers Compensation, every check that Workers Compensation sends to the employee is supposed to come out with Injured With Pay. Once the employee returns back to work, that Injured With Pay payment is cut off. Which means that when you get ready to be paid, your regular pay check is deducted to pay for whatever Workers Compensation sent you. It is still not balancing out and I can prove that to you as well.

Commission President Carl: Okay.

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Officer Pamela Lafitte: It should be a smooth process as it once was when we had Workers Compensation. Many years ago, I forgot her name but she was very good. When an employee returned back to work, it was a smooth transition and you didn't miss any monies whatsoever. There are many employees who have complaints about it and I can bring you names and they can come before you to show you. Some employees have missed two (2), three (3), or four (4) regular paychecks after returning back to work for paying back the money Workers Compensation has paid them. Yes, it is being seen as being paid twice, but they take the Injured With Pay money to pay your insurance, taxes, and whatever deductions they said need to be met and paid. Still you get the Workers Compensation check and then they have to go in there and deduct the money back. When I came back, I think it was two thousand one hundred dollars (\$2,100.00), but Injured With Pay was five hundred dollars (\$500.00) and they are going to take four hundred dollars (\$400.00) out. That means the balance that I owe for whatever I work, which I am working without Injured With Pay, I am paying Workers Compensation back. It's like you're injured, but you're paying for being injured.

Donna Jones, Human Resources Director: The way that that works and it has always been this way as I have been doing this since 2002, it has always been an issue at times. That is because of the timing when we get the first Workers Compensation check and when the Injured With Pay is approved, they do not always mesh. Sometimes an employee receives a Workers Compensation check and a full paycheck because we did not receive the amount of the Workers Compensation check in a timely manner so that we could get it into payroll at the same time.

Commissioner Hudson: Only that part is deducted?

Donna Jones, Human Resources Director: Nothing is deducted. Sometimes that first pay period or it might be two (2) pay periods if a complaint is being investigated or something like that, we try to make it work. Comprehensive Risk Services (CRS), who processes our claims with us as best as they can to get those checks to us in a timely manner. It just does not always work that way. It is true that at that point, the employee has been overpaid, but they cannot continue to be overpaid. We go along and we deduct the amount of the Workers Compensation check while they are off and then when they come back to work, sometimes there is a Workers Compensation balance left that has not been deducted from the Injured With Pay. Because they have been overpaid, we have to get the money back. We do work with the employees and we try to spread it out over a period of time to what they can afford to pay back. They did receive the extra money at the beginning of their claim. They are not losing anything. It's not a smooth washout. It's just the way the system works.

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Commission President Carl: I would like to see a timeline on this particular case that she has in her hand.

Donna Jones, Human Resources Director: We can do that. Tim Smith has that.

Officer Pamela Lafitte: I do not have the Metlife envelope because they told me I would have to file an appeal with Aflac, an appeal with Metlife.

Commission President Carl: I understand.

Officer Pamela Lafitte: They stated to me it does not matter if you were paid Workers Compensation or Injured With Pay. It is because the County Commissioners selected the non-occupational sickness and accidental to not be paid.

Donna Jones, Human Resources Director: That is correct.

Officer Pamela Lafitte: If I didn't receive Injured With Pay or Workers Compensation, my claim would have still been denied.

Commission President Carl: Okay. Let's put it together and let's take a look at it.

Officer Pamela Lafitte: Thank you.

Commission President Carl: Thank you.

AGENDA #1

APPROVE MINUTES

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the minutes of the regular meetings of June 24, 2019 and July 8, 2019.

Motion carried unanimously.

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AGENDA #2

APPROVE CLAIMS

Commissioner Hudson moved, seconded by Commissioner Ludgood, 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
10/22/2019	00366317	A & J REPAIR	659.00
10/22/2019	00366318	AARMS LLC	175.00
10/22/2019	00366319	ADAMS AND REESE LLP	9,210.90
10/22/2019	00366320	ADOL WC FUND	3,961.00
10/22/2019	00366321	ALABAMA MEDIA GROUP	149.54
10/22/2019	00366322	ALABAMA PIPE AND SUPPLY CO INC	1,001.60
10/22/2019	00366323	ALABAMA POWER CO	16,055.13
10/22/2019	00366324	ALABAMA POWER CO	12,143.20
10/22/2019	00366325	ALABAMA POWER CO	11,654.85
10/22/2019	00366326	ALABAMA POWER CO	30.03
10/22/2019	00366327	ALABAMA POWER CO	29.50
10/22/2019	00366328	ALABAMA SHERIFFS ASSN	6,904.00
10/22/2019	00366329	ALABAMA SOCIETY OF PROFESSIONA	65.00
10/22/2019	00366330	ALABAMA STATE BAR ASSOCIATION	325.00
10/22/2019	00366331	AMERICAN FOODS INC	1,331.96
10/22/2019	00366332	AUDIO UNLIMITED INC	534.95
10/22/2019	00366333	B AND B APPLIANCE PARTS	538.36
10/22/2019	00366334	BARRY A VITTOR AND ASSOCIATES	8,645.30
10/22/2019	00366335	BCM MORRING COMPANY INC	31,491.74
10/22/2019	00366336	BOB BARKER CO INC	1,533.94
10/22/2019	00366337	BORDEN DAIRY COMPANY	275.00
10/22/2019	00366338	CALL NEWS	85.40
10/22/2019	00366339	CAMELLIA TROPHY SHOP	745.77
10/22/2019	00366340	CARPENTER'S SERVICES INC	650.00
10/22/2019	00366341	CHANCELLOR INC	826.84
10/22/2019	00366342	CINTAS CORP LOC 211	182.80
10/22/2019	00366343	COMPLETE ENVIRONMENTAL	6,256.00
10/22/2019	00366344	COPY PRODUCTS COMPANY	300.00
10/22/2019	00366345	CULLIGAN WATER OF MOBILE	143.60
10/22/2019	00366346	DAVISON FUELS INC	225.88
10/22/2019	00366347	DEER OAKS EAP SERVICES LLC	2,265.20
10/22/2019	00366348	DEES PAPER CO INC	2,740.74
10/22/2019	00366349	DISH	64.56
10/22/2019	00366350	DISTRICT ATTORNEYS FUND	4,362.69
10/22/2019	00366351	DIVERSIFIED COMPANIES LLC	218.03
10/22/2019	00366352	DJI SERVICE LLC	693.00
10/22/2019	00366353	DOGVACCINE4LESS.COM	936.00
10/22/2019	00366354	DRIVEN ENGINEERING INC	2,960.25
10/22/2019	00366355	DURANT, MARTHA	75.00
10/22/2019	00366356	FEIRMAN, CYNTHIA	247.67
10/22/2019	00366357	FIRST EQUINE VETERINARY SERVIC	90.00
10/22/2019	00366358	FORD LUMBER CO	86.46
10/22/2019	00366359	FRANK TURNER CONSTRUCTION CO I	884.14
10/22/2019	00366360	GALLS LLC	533.00

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CHECK DATE	CHECK #	VENDOR	AMOUNT
10/22/2019	00366361	GCIS SUPPLY COMPANY INC	2,023.12
10/22/2019	00366362	GENERAL FUND	56,324.89
10/22/2019	00366363	GENERAL FUND	31,018.26
10/22/2019	00366364	GOODWILL EASTER SEALS OF THE G	2,443.56
10/22/2019	00366365	GOODWYN MILLS AND CAWOOD INC	5,641.50
10/22/2019	00366366	GRAINGER INDUSTRIAL SUPPLY	1,433.38
10/22/2019	00366367	GRAYBAR ELECTRIC CO INC	53.99
10/22/2019	00366368	GWINS STATIONERY	177.00
10/22/2019	00366369	HASTIE, KIM	3,656.79
10/22/2019	00366370	HEROMAN SERVICES PLANT CO LLC	2,524.00
10/22/2019	00366371	HILLER SYSTEMS INC	150.00
10/22/2019	00366372	HOME DEPOT, THE	33.84
10/22/2019	00366373	HUDSON, RICHARD	240.58
10/22/2019	00366374	INGENUITY INC	18,000.00
10/22/2019	00366375	INNERSPACE ARCHITECTURAL INTE	1,088.00
10/22/2019	00366376	INSTITUTE OF TRANSPORTATION EN	315.00
10/22/2019	00366377	INTERNATIONAL RIGHT OF WAY ASS	265.00
10/22/2019	00366378	JGBAG INC	475.00
10/22/2019	00366379	KEGLEY II, BRYAN	214.49
10/22/2019	00366380	KING SECURITY SERVICE LLC	2,652.00
10/22/2019	00366381	KING, LAURIE	12.72
10/22/2019	00366382	L AND L SAW LAWN AND EQUIPMENT	33.00
10/22/2019	00366383	LAGNIAPPE	80.18
10/22/2019	00366384	LENNOX INDUSTRIES INC	55.26
10/22/2019	00366385	LEOS UNIFORMS	4,273.25
10/22/2019	00366386	LEXISNEXIS RISK SOLUTIONS	174.25
10/22/2019	00366387	LINSLEY, ERIC	58.23
10/22/2019	00366388	LOFTON, DAVID SCOTT	4,420.50
10/22/2019	00366389	LOGICAL COMPUTER SOLUTIONS	10,398.00
10/22/2019	00366390	LOWES	1,135.21
10/22/2019	00366391	MCMASTER CARR SUPPLY CO	60.61
10/22/2019	00366392	MICHAEL BAKER INTERNATIONAL IN	2,355.97
10/22/2019	00366393	MMI INC	2,832.25
10/22/2019	00366394	MOBILE CO MUNICIPAL ASSN	100.00
10/22/2019	00366395	MOBILE JANITORIAL AND PAPER CO	299.25
10/22/2019	00366396	MOTT MACDONALD	3,951.62
10/22/2019	00366397	MWI VETERINARY SUPPLY CO	974.81
10/22/2019	00366398	NAPHCARE INC	509,186.11
10/22/2019	00366399	OEC BUSINESS SUPPLIES	9,372.84
10/22/2019	00366400	OFFICE DEPOT	1,543.81
10/22/2019	00366401	OLENSKY BROTHERS OFFICE PRODUC	657.00
10/22/2019	00366402	PACER SERVICE CENTER	75.00
10/22/2019	00366403	PESI INC	219.99
10/22/2019	00366404	PIONEER MANUFACTURING CO	835.00
10/22/2019	00366405	REAVES, CATHERINE	5.00
10/22/2019	00366406	RICARDO RAMOS	615.00
10/22/2019	00366407	ROTO ROOTER PLUMBERS	900.00
10/22/2019	00366408	SATSUMA PUBLIC LIBRARY	7,727.50
10/22/2019	00366409	SATSUMA WATER AND SEWER	2,025.00
10/22/2019	00366410	SHARP ELECTRONICS CORP	6,824.26
10/22/2019	00366411	SHRED IT US HOLD CO INC	321.86
10/22/2019	00366412	SOUTHERN LAND DEVELOPMENT	12,950.87
10/22/2019	00366413	SPHERION STAFFING LLC	1,885.01

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CHECK DATE	CHECK #	VENDOR	AMOUNT
10/22/2019	00366414	STATE CHEMICAL MANUFACTURING C	690.10
10/22/2019	00366415	SUPREME MEDICAL	394.50
10/22/2019	00366416	SURETY LAND TITLE INC	514.00
10/22/2019	00366417	SURETY LAND TITLE INC	950.00
10/22/2019	00366418	SYCAMORE CONSTRUCTION INC	171,000.00
10/22/2019	00366419	T S WALL AND SONS	78.88
10/22/2019	00366420	THOMSON	181.82
10/22/2019	00366421	THYSSENKRUPP ELEVATOR CORP	350.00
10/22/2019	00366422	TILLMAN, KIMBERLY	45.99
10/22/2019	00366423	TIME KEEPING SYSTEMS INC	4,195.24
10/22/2019	00366424	TINDLE CONSTRUCTION LLC	54,956.78
10/22/2019	00366425	TORNADO FENCE CO LLC	5,640.00
10/22/2019	00366426	TRANE USA INC	943.54
10/22/2019	00366427	TWIN CITY SECURITY LLC	39,223.24
10/22/2019	00366428	U S DEPT OF COMMERCE	37,957.72
10/22/2019	00366429	UNITED PARCEL SERVICE	46.32
10/22/2019	00366430	VRECA, ANGELA	100.00
10/22/2019	00366431	WARD INTERNATIONAL TRUCKS OF A	3,316.54
10/22/2019	00366432	WATERLOGIC AMERICAS LLC	103.52
10/22/2019	00366433	WEAVER AND SONS INC, HOSEA O	2,238.01
10/22/2019	00366434	WINSUPPLY OF DAPHNE AL	236.80
10/22/2019	00366435	WITTICHEN SUPPLY CO INC	241.76
10/22/2019	00366436	WITTMANN, JOEL BRADLEY	25.00
10/22/2019	00366437	XEROX CORP	499.50
10/22/2019	00366438	XEROX FINANCIAL SERVICES	4,819.86
10/22/2019	00366439	YOUNGS TREE SERVICE LLC	1,100.00
10/25/2019	00366440	AARON OIL CO INC	85.00
10/25/2019	00366441	ADAMS AND REESE LLP	44,664.13
10/25/2019	00366442	ADVANCE AUTO PARTS	1,127.06
10/25/2019	00366443	AEIKER CONSTRUCTION CORP	79,879.39
10/25/2019	00366444	ALABAMA DEPARTMENT OF LABOR	330.00
10/25/2019	00366445	ALABAMA DEPT OF FORENSIC SCIEN	40,833.34
10/25/2019	00366446	ALABAMA LAW INSTITUTE	125.00
10/25/2019	00366447	ALABAMA MEDIA GROUP	410.70
10/25/2019	00366448	ALABAMA MEDIA GROUP	305.25
10/25/2019	00366449	ALABAMA POWER CO	78.17
10/25/2019	00366450	ALABAMA POWER CO	249.09
10/25/2019	00366451	ALABAMA POWER CO	634.71
10/25/2019	00366452	ALABAMA POWER CO	1,779.25
10/25/2019	00366453	ALABAMA POWER CO	213.98
10/25/2019	00366454	ALABAMA POWER CO	7,608.44
10/25/2019	00366455	ALABAMA POWER CO	30.40
10/25/2019	00366456	ALABAMA POWER CO	3,335.73
10/25/2019	00366457	ALABAMA POWER CO	11,137.53
10/25/2019	00366458	ALABAMA POWER CO	311.48
10/25/2019	00366459	ALL OVER JANITORIAL SERVICES I	900.00
10/25/2019	00366460	AMERICAN ELECTRONIC SUPPLY CO	283.37
10/25/2019	00366461	ASSESSMENT ADVISORS LLC	58,000.00
10/25/2019	00366462	AT AND T LONG DISTANCE SERVICE	183.96
10/25/2019	00366463	AUDIO UNLIMITED INC	658.95
10/25/2019	00366464	AVENU INSIGHTS AND ANALYTICS L	4,340.00
10/25/2019	00366465	BAGBY AND RUSSELL ELECTRIC CO	105,065.06
10/25/2019	00366466	BAILEYS POOL AND PATIO	352.99

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10/25/2019	00366467	BAMA AUTO PARTS AND INDUSTRIAL	4,816.18
10/25/2019	00366468	BANCROFT ENTERPRISES	48.00
10/25/2019	00366469	BAY AREA REPORTING INC	165.00
10/25/2019	00366470	BAYSIDE RUBBER AND PRODUCTS IN	3,846.93
10/25/2019	00366471	BEARD EQUIPMENT CO	18,896.50
10/25/2019	00366472	BLOSSMAN GAS INC	83.56
10/25/2019	00366473	BLOUNT, LISA C	60.00
10/25/2019	00366474	BOB BARKER CO INC	250.36
10/25/2019	00366475	BORDEN DAIRY COMPANY	235.20
10/25/2019	00366476	BRIAN HARDEN PLUMBING INC	712.00
10/25/2019	00366477	BUMPER TO BUMPER AUTO PARTS	3,336.95
10/25/2019	00366478	BUSINESS ALABAMA	23.00
10/25/2019	00366479	C AND S ELECTRIC	3,184.78
10/25/2019	00366480	CAMELLIA TROPHY SHOP	78.00
10/25/2019	00366481	CAMPBELL DUKE AND CAMPBELL	7,722.50
10/25/2019	00366482	CAMPER CITY	665.00
10/25/2019	00366483	CDW GOVERNMENT INC	286,854.32
10/25/2019	00366484	CHAPMAN MASONRY	650.00
10/25/2019	00366485	CINTAS CORP LOC 211	128.69
10/25/2019	00366486	CITY ELECTRIC SUPPLY	813.00
10/25/2019	00366487	CLOSING THE REVOLVING DOOR FOU	2,500.00
10/25/2019	00366488	CLUTCH AND POWERTRAIN	1,031.21
10/25/2019	00366489	COAST SAFE AND LOCK	27.30
10/25/2019	00366490	COMCAST CABLE	6.32
10/25/2019	00366491	CONVERGEONE INC	10,282.72
10/25/2019	00366492	COPY PRODUCTS COMPANY	443.80
10/25/2019	00366493	DADE PAPER AND BAG CO	186.12
10/25/2019	00366494	EARL DUDLEY ASSOC INC	1,200.00
10/25/2019	00366495	EMPIRE TRUCK SALES INC	2,141.71
10/25/2019	00366496	EVANS	664.50
10/25/2019	00366497	FAMILY COUNSELING CENTER OF MO	22,131.25
10/25/2019	00366498	FEDERAL EXPRESS CORP	38.60
10/25/2019	00366499	FIREHOUSE SALES AND SERVICE	280.00
10/25/2019	00366500	G G PORTABLES INC	309.19
10/25/2019	00366501	GFOA	40.00
10/25/2019	00366502	GULF COAST CHALLENGE	31,250.00
10/25/2019	00366503	HALFMOON EDUCATION INC	289.00
10/25/2019	00366504	HARPER, JOHNNY	194.26
10/25/2019	00366505	HASTIE, KIM	324.29
10/25/2019	00366506	HOME DEPOT, THE	79.00
10/25/2019	00366507	IDEAL TRUCK SERVICE INC	707.67
10/25/2019	00366508	INEX CORP	471.40
10/25/2019	00366509	INTERNATIONAL ASSN OF ELECTRIC	120.00
10/25/2019	00366510	INTERNATIONAL ASSN OF ELECTRIC	120.00
10/25/2019	00366511	INTERNATIONAL RIGHT OF WAY ASS	265.00
10/25/2019	00366512	JACE CHANDLER AND ASSOC INC	540.00
10/25/2019	00366513	JB SERVICE	49.00
10/25/2019	00366514	KENTWOOD SPRING WATER CO	424.36
10/25/2019	00366515	KNOX PEST CONTROL	995.00
10/25/2019	00366516	KULLMAN FIRM, THE	227.50
10/25/2019	00366517	LADNER APPRAISALS	1,200.00
10/25/2019	00366518	LEBLANC MARINE LLC	353,313.66
10/25/2019	00366519	LEOS UNIFORMS	1,498.05

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10/25/2019	00366520	LOWES	1,217.20
10/25/2019	00366521	MCCONNELL AUTOMOTIVE CORP	2,181.26
10/25/2019	00366522	MCCONNELL AUTOMOTIVE GROUP	36.34
10/25/2019	00366523	MCCRORY AND WILLIAMS	19,481.93
10/25/2019	00366524	MCELHENNEY CONSTRUCTION COMPAN	161,561.30
10/25/2019	00366525	MEDICAL SUPPLIES DEPOT INC	98.00
10/25/2019	00366526	MIGHTY AUTO PARTS	950.40
10/25/2019	00366527	MIKE HOFFMANS EQUIPMENT SERVIC	966.74
10/25/2019	00366528	MILLS DISTRIBUTORS	240.00
10/25/2019	00366529	MOBILE AREA WATER AND SEWER SY	103.52
10/25/2019	00366530	MOBILE AREA WATER AND SEWER SY	334.07
10/25/2019	00366531	MOBILE AREA WATER AND SEWER SY	334.07
10/25/2019	00366532	MOBILE AREA WATER AND SEWER SY	720.36
10/25/2019	00366533	MOBILE AREA WATER AND SEWER SY	21,580.00
10/25/2019	00366534	MOBILE CO FOSTER GRANDPARENT P	18,860.90
10/25/2019	00366535	MOBILE CO HEALTH DEPT	68,832.00
10/25/2019	00366536	MOBILE CO SOIL WATER CONSERV D	3,750.00
10/25/2019	00366537	MOBILE FENCE CO	34,403.00
10/25/2019	00366538	MOBILE JANITORIAL AND PAPER CO	482.15
10/25/2019	00366539	MOBILE SYMPHONY INC	26,421.00
10/25/2019	00366540	MOBILE SYMPHONY INC	35,674.00
10/25/2019	00366541	MOWA BAND OF CHOCTAW INDIANS	15,000.00
10/25/2019	00366542	MULLINAX FORD OF MOBILE LLC	13,248.42
10/25/2019	00366543	NATIONAL COLLEGE OF PROBATE JU	150.00
10/25/2019	00366544	O REILLY AUTOMOTIVE STORES INC	61.56
10/25/2019	00366545	OFFICE DEPOT	1,665.54
10/25/2019	00366546	OLD SHELL MARKET	143.40
10/25/2019	00366547	PATTERSON STARTER, ALTERNATOR	145.00
10/25/2019	00366548	PLUMBMASTER INC	102.39
10/25/2019	00366549	PRESSURE WASHERS OF ALABAMA	1,697.35
10/25/2019	00366550	PROBATE COURT	23.00
10/25/2019	00366551	REGIONS BANK	3,135.41
10/25/2019	00366552	SANDERS, RON	3,500.00
10/25/2019	00366553	SANSOM EQUIPMENT CO	413.88
10/25/2019	00366554	SEMMES COMMUNITY CENTER	475.00
10/25/2019	00366555	SEMMES COMMUNITY CENTER	3,088.00
10/25/2019	00366556	SENIOR COMPANION PROGRAM OF MO	9,484.25
10/25/2019	00366557	SERVPRO AT MOBILE INC	300.00
10/25/2019	00366558	SHARP ELECTRONICS CORP	3,209.37
10/25/2019	00366559	SHAW, LANICE	189.93
10/25/2019	00366560	SHERWIN WILLIAMS CO	220.49
10/25/2019	00366561	SHRED IT US HOLD CO INC	115.09
10/25/2019	00366562	SNAP ON TOOLS	946.50
10/25/2019	00366563	SOUTH ALABAMA UTILITIES	247.39
10/25/2019	00366564	SPIRE	20.34
10/25/2019	00366565	SPROT PRINTER RIBBONS LLC	2,492.20
10/25/2019	00366566	STERICYCLE INC	676.92
10/25/2019	00366567	SUNSET CONTRACTING	7,529.59
10/25/2019	00366568	SUPERION LLC	2,492.36
10/25/2019	00366569	TERRACON	4,491.07
10/25/2019	00366570	THAMES BATRE	1,898.00
10/25/2019	00366571	THE PARTS HOUSE	984.25
10/25/2019	00366572	THOMPSON TRACTOR CO INC	17,367.97

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10/25/2019	00366573	TOOMEY EQUIPMENT CO INC	540.81
10/25/2019	00366574	TRACTOR AND EQUIPMENT CO	1,517.52
10/25/2019	00366575	TRANSMISSION MAGICIANS	7,780.00
10/25/2019	00366576	TSA INC	229.00
10/25/2019	00366577	ULINE	509.62
10/25/2019	00366578	WARD INTERNATIONAL TRUCKS OF A	4,520.92
10/25/2019	00366579	WATERS, THOMAS	309.58
10/25/2019	00366580	WEAVER AND SONS INC, HOSEA O	1,257.59
10/25/2019	00366581	WEAVER AND SONS INC, HOSEA O	47,396.23
10/25/2019	00366582	WESCO GAS AND WELDING SUPPLY I	44.50
10/25/2019	00366583	WICKER, TIMOTHY	275.06
10/25/2019	00366584	WILLIAMS CONSULTANTS LLC	225.00
10/25/2019	00366585	WILSON DISMUKES INC	67.35
10/25/2019	00366586	WINSUPPLY OF DAPHNE AL	381.55
10/25/2019	00366587	WRICO SIGNS INC	500.00
10/25/2019	00366588	XEROX CORP	112.88
10/25/2019	00366589	XEROX FINANCIAL SERVICES	73.57
10/29/2019	00366590	AARMS LLC	1,575.00
10/29/2019	00366591	AL HILLS BOILER SALES AND REPA	770.00
10/29/2019	00366592	ALABAMA DEPT OF TRANSPORTATION	4,333.79
10/29/2019	00366593	ALABAMA PIPE AND SUPPLY CO INC	219.12
10/29/2019	00366594	ALTAPOINTE HEALTH SYSTEMS INC	5,235.17
10/29/2019	00366595	AMERICAS JUNIOR MISS INC	22,500.00
10/29/2019	00366596	AUDIO UNLIMITED INC	550.00
10/29/2019	00366597	B AND B APPLIANCE PARTS	100.70
10/29/2019	00366598	BEARD EQUIPMENT CO	55.85
10/29/2019	00366599	BOARD OF SCHOOL COMMISSIONERS	339,047.36
10/29/2019	00366600	BORDEN DAIRY COMPANY	286.10
10/29/2019	00366601	BURK KLEINPETER INC	1,210.13
10/29/2019	00366602	CAMELLIA TROPHY SHOP	118.15
10/29/2019	00366603	CAMPBELL DUKE AND CAMPBELL	750.00
10/29/2019	00366604	CCH INC	545.90
10/29/2019	00366605	CDW GOVERNMENT INC	955.65
10/29/2019	00366606	CINTAS CORP LOC 211	1,395.91
10/29/2019	00366607	CITY OF CHICKASAW BOARD OF EDU	6,915.51
10/29/2019	00366608	COAST SAFE AND LOCK	791.46
10/29/2019	00366609	COPY PRODUCTS COMPANY	148.46
10/29/2019	00366610	CWS GROUP INC	215.00
10/29/2019	00366611	DADE PAPER AND BAG CO	3,010.47
10/29/2019	00366612	DANA SAFETY SUPPLY	3,294.50
10/29/2019	00366613	HARTERY, DAVID W	85.00
10/29/2019	00366614	DAVISON FUELS INC	334.50
10/29/2019	00366615	DEES PAPER CO INC	750.26
10/29/2019	00366616	DELTA RESOURCE EDUCATIONAL ASS	15,500.00
10/29/2019	00366617	DOWNING, REGAN	15.50
10/29/2019	00366618	DRIVEN ENGINEERING INC	5,809.18
10/29/2019	00366619	DUEITTS BATTERY PLUS	250.00
10/29/2019	00366620	EXPLORE CENTER INC, THE	16,250.00
10/29/2019	00366621	FAISON, LARRY D	98.00
10/29/2019	00366622	FEDERAL AVIATION ADMINISTRATIO	8,523.90
10/29/2019	00366623	FEDERAL EXPRESS CORP	57.31
10/29/2019	00366624	G G PORTABLES INC	534.00
10/29/2019	00366625	GENERAL FUND	236,027.32

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10/29/2019	00366626	GEOTECHNICAL ENGINEERING TESTI	2,503.06
10/29/2019	00366627	GLOBAL EQUIPMENT CO INC	3,315.60
10/29/2019	00366628	GOLDEN TOUCH COMMERCIAL CLEANI	575.00
10/29/2019	00366629	GOODWYN MILLS AND CAWOOD INC	28,800.00
10/29/2019	00366630	GRAINGER INDUSTRIAL SUPPLY	8,343.33
10/29/2019	00366631	GRAYBAR ELECTRIC CO INC	3,038.20
10/29/2019	00366632	GULF CITY BODY AND TRAILER WOR	6,582.25
10/29/2019	00366633	GULF COAST TRUCK AND EQUIPMENT	1,828.69
10/29/2019	00366634	GULF STATES DISTRIBUTORS INC	6,026.05
10/29/2019	00366635	GULF SUPPLY CO INC	1,360.00
10/29/2019	00366636	GWINS STATIONERY	1,087.36
10/29/2019	00366637	HAVEN HILL EGG CO INC	29.70
10/29/2019	00366638	HD SUPPLY FACILITIES MAINTENAN	575.72
10/29/2019	00366639	HOME DEPOT PRO-SUPPLY WORKS, T	214.00
10/29/2019	00366640	HOME DEPOT, THE	145.95
10/29/2019	00366641	HORTON, CARL D	340.00
10/29/2019	00366642	IDA MOBILE CO ECONOMIC DEV FUN	15,705.51
10/29/2019	00366643	INTERNATIONAL ASSOCIATION OF A	660.00
10/29/2019	00366644	JOHNSON CONTROLS FIRE PROTECTI	6,560.00
10/29/2019	00366645	KING SECURITY SERVICE LLC	328.50
10/29/2019	00366646	KOFAX INC	2,851.60
10/29/2019	00366647	LADSCO INC	1,345.75
10/29/2019	00366648	LEGAL SERVICES ALABAMA INC	7,626.52
10/29/2019	00366649	MAILENABLE PTY LTD	810.00
10/29/2019	00366650	MAINSTREET FLOORING AND DESIGN	36,333.45
10/29/2019	00366651	MCMASTER CARR SUPPLY CO	201.31
10/29/2019	00366652	MICROGENICS CORP	50.30
10/29/2019	00366653	MIMS, SHERRI	297.32
10/29/2019	00366654	MOBILE AREA INTERFAITH CONFERE	12,600.00
10/29/2019	00366655	MOBILE GLASS CO	1,837.00
10/29/2019	00366656	MOBILE POPCORN INC	59.90
10/29/2019	00366657	NEEL SCHAFFER INC	12,251.09
10/29/2019	00366658	OFFICE DEPOT	813.82
10/29/2019	00366659	OLD SHELL MARKET	214.60
10/29/2019	00366660	OZANAM CHARITABLE PHARMACY	7,806.97
10/29/2019	00366661	POSITIVE PROMOTIONS	845.05
10/29/2019	00366662	POSITIVE PROMOTIONS	655.21
10/29/2019	00366663	RHODES, BRAD	15.50
10/29/2019	00366664	SABEL STEEL SERVICE	477.57
10/29/2019	00366665	SARALAND CITY SCHOOL SYSTEM	18,848.47
10/29/2019	00366666	SATSUMA SCHOOL SYSTEM	8,980.00
10/29/2019	00366667	SEMMES WOMANS CLUB	8,727.19
10/29/2019	00366668	SHARP ELECTRONICS CORP	73.40
10/29/2019	00366669	SIGLER, BETTY	1,005.00
10/29/2019	00366670	SOUTH ALABAMA REGIONAL PLANNIN	1,843.40
10/29/2019	00366671	SOUTH ALABAMA UTILITIES	900.00
10/29/2019	00366672	SPECTRONICS INC	36.00
10/29/2019	00366673	SPROT PRINTER RIBBONS LLC	3,082.00
10/29/2019	00366674	STATE CHEMICAL MANUFACTURING C	1,110.45
10/29/2019	00366675	TSA INC	9,670.00
10/29/2019	00366676	UNIVERSITY OF SOUTH ALABAMA	10,470.35
10/29/2019	00366677	US BANK NATIONAL ASSOCIATION	26,175.88
10/29/2019	00366678	US BANK NATIONAL ASSOCIATION	15,034.17

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10/29/2019	00366679	USSSA INDEPENDENT UMPIRES ASSN	1,315.00
10/29/2019	00366680	WITTICHEN SUPPLY CO INC	492.33
10/29/2019	00366681	YOUNG LEADERS OF AMERICA	5,000.00
10/29/2019	00366682	YOUNGS TREE SERVICE LLC	5,400.00
11/1/2019	00366683	ALABAMA INSTITUTE FOR THE DEAF	29.50
11/1/2019	00366684	ALABAMA POWER CO	180,757.57
11/1/2019	00366685	ALABAMA POWER CO	149.12
11/1/2019	00366686	ALABAMA POWER CO	175.90
11/1/2019	00366687	AMERICAN LOCKSMITH SERVICES LL	350.00
11/1/2019	00366688	AMERICAN RENTAL AND POWER EQUI	208.65
11/1/2019	00366689	ARRIS INC	3,070.00
11/1/2019	00366690	AT AND T	1,680.63
11/1/2019	00366691	ATLANTIC VIDEO CORP	1,627.55
11/1/2019	00366692	AUDIO UNLIMITED INC	535.00
11/1/2019	00366693	BAMA AUTO PARTS AND INDUSTRIAL	1,829.17
11/1/2019	00366694	BAY PAPER CO	110.04
11/1/2019	00366695	BLOSSMAN GAS INC	125.03
11/1/2019	00366696	BOB BARKER CO INC	1,127.16
11/1/2019	00366697	BUMPER TO BUMPER AUTO PARTS	748.03
11/1/2019	00366698	CESARIO, CARLA	5,451.40
11/1/2019	00366699	CENTURYLINK	176.58
11/1/2019	00366700	CHILD ADVOCACY CENTER	11,161.25
11/1/2019	00366701	CINTAS CORP LOC 211	116.81
11/1/2019	00366702	COMCAST CABLE	400.96
11/1/2019	00366703	COMCAST CABLE	25.29
11/1/2019	00366704	COMCAST CABLE	10.50
11/1/2019	00366705	CREEL COMPANY INC, THE	118,938.90
11/1/2019	00366706	DADE PAPER AND BAG CO	255.63
11/1/2019	00366707	DELL MARKETING L.P.	47.49
11/1/2019	00366708	DEPT OF LABOR	17,874.16
11/1/2019	00366709	DIAMOND BLADE WAREHOUSE	3,926.58
11/1/2019	00366710	DISH	82.01
11/1/2019	00366711	DISH	64.56
11/1/2019	00366712	DIVERSIFIED COMPANIES LLC	5,365.51
11/1/2019	00366713	E RING INC	102,659.80
11/1/2019	00366714	EVANS	145.00
11/1/2019	00366715	FOREMAN, ETSIE	1,892.00
11/1/2019	00366716	FULTON, JENNIFER	19.60
11/1/2019	00366717	G G PORTABLES INC	165.00
11/1/2019	00366718	GENERAL FUND	287.04
11/1/2019	00366719	GOODWAY TECHNOLOGIES CORP	3,219.50
11/1/2019	00366720	GRAINGER INDUSTRIAL SUPPLY	1,197.57
11/1/2019	00366721	GWINS STATIONERY	110.02
11/1/2019	00366722	HAWKINS, DONALD RAY	2,400.00
11/1/2019	00366723	HILLER SYSTEMS INC	575.00
11/1/2019	00366724	HOBART SERVICE	241.00
11/1/2019	00366725	HOME DEPOT, THE	137.56
11/1/2019	00366726	HOUSING FIRST INC	2,500.00
11/1/2019	00366727	HYLAND SOFTWARE INC	11,703.32
11/1/2019	00366728	ICE PLANT INC	46.80
11/1/2019	00366729	INTEGRITY INVESTIGATIONS LLC	90.00
11/1/2019	00366730	JONES MCLEOD INC	970.25
11/1/2019	00366731	KENWORTH OF MOBILE INC	530.05

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11/1/2019	00366732	KING SECURITY SERVICE LLC	2,357.00
11/1/2019	00366733	KITTRELL AUTO GLASS LLC	340.00
11/1/2019	00366734	LOWES	418.86
11/1/2019	00366735	M AND A STAMP CO	100.00
11/1/2019	00366736	M AND A SUPPLY CO INC	318.88
11/1/2019	00366737	MCCONNELL AUTOMOTIVE CORP	237.50
11/1/2019	00366738	MCKINNEY PETROLEUM EQUIP	1,541.43
11/1/2019	00366739	MIKE & JERRY'S AUTO PARTS COMP	415.33
11/1/2019	00366740	MOBILE AREA WATER AND SEWER SY	415.29
11/1/2019	00366741	MOBILE AREA WATER AND SEWER SY	55.73
11/1/2019	00366742	MOBILE AREA WATER AND SEWER SY	64.82
11/1/2019	00366743	MOBILE AREA WATER AND SEWER SY	376.07
11/1/2019	00366744	MOBILE AREA WATER AND SEWER SY	68.20
11/1/2019	00366745	MOBILE AREA WATER AND SEWER SY	62.55
11/1/2019	00366746	MOBILE AREA WATER AND SEWER SY	33.01
11/1/2019	00366747	MOBILE AREA WATER AND SEWER SY	1,356.58
11/1/2019	00366748	MOBILE BAY RUBBER & GASKET LLC	95.66
11/1/2019	00366749	MOBILE CASH AND CARRY	20.79
11/1/2019	00366750	MOONS, F LEE	56.57
11/1/2019	00366751	MOTLOW, JUDY	342.22
11/1/2019	00366752	MOTOR CARRIER CONSULTANTS INC	430.00
11/1/2019	00366753	MULLINAX FORD OF MOBILE LLC	4,686.13
11/1/2019	00366754	NATIONAL OFFICE FURNITURE	3,006.50
11/1/2019	00366755	NEXAIR LLC	229.30
11/1/2019	00366756	OFFICE DEPOT	776.91
11/1/2019	00366757	OLENSKY BROTHERS OFFICE PRODUC	183.16
11/1/2019	00366758	PENELOPE HOUSE FAMILY VIOLENCE	2,298.13
11/1/2019	00366759	PENELOPE HOUSE FAMILY VIOLENCE	6,005.75
11/1/2019	00366760	PHELPS, MIRANDA G	602.82
11/1/2019	00366761	PITNEY BOWES BANK INC, THE	16,200.00
11/1/2019	00366762	PORT CITY TRAILERS	829.95
11/1/2019	00366763	PRECISION AUTO GLASS INC	580.87
11/1/2019	00366764	PRICHARD PUBLIC LIBRARY	27,938.75
11/1/2019	00366765	PRITCHETT, TYLER	42.47
11/1/2019	00366766	PROBATE COURT	4.00
11/1/2019	00366767	RETIF OIL AND FUEL LLC	2,671.68
11/1/2019	00366768	ROSTEN, PETER	2,692.30
11/1/2019	00366769	SATSUMA PUBLIC LIBRARY	5,000.00
11/1/2019	00366770	SENIOR CITIZENS SERVICES INC	6,250.00
11/1/2019	00366771	SHERWIN WILLIAMS CO	116.39
11/1/2019	00366772	SICKLE CELL DISEASE ASSN OF AM	5,000.00
11/1/2019	00366773	SKILLPATH SEMINARS	56.90
11/1/2019	00366774	SNIDER FLEET SOLUTIONS	59.95
11/1/2019	00366775	SOUTH ALABAMA UTILITIES	305.61
11/1/2019	00366776	SPENCERS ENTERPRISE INC	4,400.00
11/1/2019	00366777	SPROT PRINTER RIBBONS LLC	7,196.30
11/1/2019	00366778	STAPLES BUSINESS ADVANTAGE	412.22
11/1/2019	00366779	STRICKLAND PAPER CO INC	30.87
11/1/2019	00366780	TDA CONSULTING INC	329.00
11/1/2019	00366781	THE PARTS HOUSE	1,590.54
11/1/2019	00366782	THOMPSON TRACTOR CO INC	768.00
11/1/2019	00366783	TRACTOR AND EQUIPMENT CO	6,863.76
11/1/2019	00366784	TRANE USA INC	298.99

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CHECK DATE	CHECK #	VENDOR	AMOUNT
11/1/2019	00366785	TRUCK EQUIPMENT SALES INC	2,277.08
11/1/2019	00366786	UNITED PARCEL SERVICE	58.00
11/1/2019	00366787	VISIT MOBILE	175.00
11/1/2019	00366788	WARD INTERNATIONAL TRUCKS OF A	4,951.21
11/1/2019	00366789	WASTE SERVICES LLC	1,230.00
11/1/2019	00366790	WILSON DISMUKES INC	355.00
11/1/2019	00366791	WINSUPPLY OF DAPHNE AL	490.48

Total Claims Paid for General Invoices \$4,448,470.58

11/4/2019	00001006	MOBILE CO ACCOUNTS PAYABLE ACC	51,811.10
10/24/2019	00001026	MOBILE CO ACCOUNTS PAYABLE ACC	4,491.07
10/28/2019	00001027	MOBILE CO ACCOUNTS PAYABLE ACC	5,809.18
10/28/2019	00001050	MOBILE CO ACCOUNTS PAYABLE ACC	28,800.00
10/31/2019	00001051	MOBILE CO ACCOUNTS PAYABLE ACC	118,938.90
11/4/2019	00001052	MOBILE CO ACCOUNTS PAYABLE ACC	67,083.30
10/24/2019	00001184	MOBILE CO ACCOUNTS PAYABLE ACC	47,419.23
10/28/2019	00001185	MOBILE CO ACCOUNTS PAYABLE ACC	1,210.13
10/31/2019	00001186	MOBILE CO ACCOUNTS PAYABLE ACC	2,400.00
10/24/2019	00001350	MOBILE CO ACCOUNTS PAYABLE ACC	156,261.95
10/28/2019	00001351	MOBILE CO ACCOUNTS PAYABLE ACC	12,251.09
10/24/2019	00001704	MOBILE CO ACCOUNTS PAYABLE ACC	61,414.52
10/28/2019	00001705	MOBILE CO ACCOUNTS PAYABLE ACC	4,333.79
11/4/2019	00001706	MOBILE CO ACCOUNTS PAYABLE ACC	8,550.00
10/28/2019	00001708	MOBILE CO ACCOUNTS PAYABLE ACC	2,503.06
10/24/2019	00002022	MOBILE CO ACCOUNTS PAYABLE ACC	1,200.00
10/28/2019	00002023	MOBILE CO ACCOUNTS PAYABLE ACC	244,848.54
10/31/2019	00002024	MOBILE CO ACCOUNTS PAYABLE ACC	287.04
11/4/2019	00002025	MOBILE CO ACCOUNTS PAYABLE ACC	15,288.59
10/24/2019	00002033	MOBILE CO ACCOUNTS PAYABLE ACC	79,879.39
10/28/2019	00002034	MOBILE CO ACCOUNTS PAYABLE ACC	26,004.08
10/31/2019	00002035	MOBILE CO ACCOUNTS PAYABLE ACC	2,298.13
10/24/2019	00002854	MOBILE CO ACCOUNTS PAYABLE ACC	28,346.20
10/30/2019	00002855	MOBILE CO PAYROLL ACCOUNT	32,980.72
10/31/2019	00002856	MOBILE CO FEDERAL TAX ACCOUNT	2,464.77
11/4/2019	00002857	MOBILE CO ACCOUNTS PAYABLE ACC	76.43
10/24/2019	00004816	MOBILE CO PAYROLL ACCOUNT	424,001.62
10/25/2019	00004817	MOBILE CO FEDERAL TAX ACCOUNT	31,009.33
10/31/2019	00004818	MOBILE CO ACCOUNTS PAYABLE ACC	160.00
10/24/2019	00005005	MOBILE CO PAYROLL ACCOUNT	5,259.20
10/25/2019	00005006	MOBILE CO FEDERAL TAX ACCOUNT	373.89
10/28/2019	00005007	MOBILE CO ACCOUNTS PAYABLE ACC	446,412.42
11/4/2019	00005008	MOBILE CO ACCOUNTS PAYABLE ACC	199.00
10/24/2019	00006621	MOBILE CO ACCOUNTS PAYABLE ACC	58,002.85
10/24/2019	00006622	MOBILE CO PAYROLL ACCOUNT	126,392.23
10/25/2019	00006623	MOBILE CO FEDERAL TAX ACCOUNT	9,368.91
10/28/2019	00006624	MOBILE CO ACCOUNTS PAYABLE ACC	10,361.00
10/31/2019	00006625	MOBILE CO ACCOUNTS PAYABLE ACC	116.37
11/4/2019	00006626	MOBILE CO ACCOUNTS PAYABLE ACC	4,704.76
10/24/2019	00014334	MOBILE CO ACCOUNTS PAYABLE ACC	88,210.84
10/28/2019	00014335	MOBILE CO ACCOUNTS PAYABLE ACC	16,174.26
10/31/2019	00014336	MOBILE CO ACCOUNTS PAYABLE ACC	35,140.07

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CHECK DATE	CHECK #	VENDOR	AMOUNT
11/4/2019	00014337	MOBILE CO ACCOUNTS PAYABLE ACC	47,541.72
10/24/2019	00082577	MOBILE CO ACCOUNTS PAYABLE ACC	1,145,424.42
10/24/2019	00082578	MOBILE CO PAYROLL ACCOUNT	2,246,506.21
10/25/2019	00082579	MOBILE CO FEDERAL TAX ACCOUNT	165,597.69
10/28/2019	00082580	MOBILE CO ACCOUNTS PAYABLE ACC	172,827.17
10/30/2019	00082581	MOBILE CO PAYROLL ACCOUNT	460,740.72
10/31/2019	00082582	MOBILE CO ACCOUNTS PAYABLE ACC	452,040.49
10/31/2019	00082583	MOBILE CO FEDERAL TAX ACCOUNT	30,901.10
11/4/2019	00082584	MOBILE CO ACCOUNTS PAYABLE ACC	281,713.64
Total Claims Paid for Treasury Division			\$ 7,266,131.12
Total Claims Paid			\$11,714,601.70

Motion carried unanimously.

AGENDA #3

APPROVE INVESTMENT PURCHASES OF COUNTY FUNDS BY TREASURER/OCTOBER 2019

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the investment purchases of County funds by the Treasurer for October 2019.

Motion carried unanimously.

AGENDA #4

APPROVE CDP-203-20/SPONSORSHIP/SPECIAL OLYMPICS ALABAMA/DISTRICT 2 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-203-20, sponsorship with Special Olympics Alabama in the amount of \$350.00, from District 2 funds, for its Mobile Area "Swing Fore Special Olympics" event, and authorize the President of the Commission to execute the sponsorship on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #5

APPROVE REQUEST/ANIMAL CONTROL DEPARTMENT/
DISTRICT 1 FROM CDP-104-20/DISTRICT 2 FROM
CDP-204-20/DISTRICT 3 FROM CDP-301-20

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the request of the Animal Control Department for funds in the amount of \$12,500.00; to be divided among District 1 from CDP-104-20 in the amount of \$5,000.00, District 2 from CDP-204-20 in the amount of \$5,000.00, and District 3 from CDP-301-20 in the amount of \$2,500.00, for its Adopt-A-Pet Sponsorship.

Motion carried unanimously.

AGENDA #6

APPROVE EFP-109-20/CONTRACT/BOARD
OF SCHOOL COMMISSIONERS OF MOBILE
COUNTY (TO BENEFIT SCARBOROUGH MODEL
MIDDLE SCHOOL)/DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-109-20, contract with the Board of School Commissioners of Mobile County (to benefit Scarborough Model Middle School) in the amount of \$29,180.63, from District 1 funds, to pay for technology equipment, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

AGENDA #7

APPROVE CORRECTION/OCTOBER 30, 2019
MINUTES, AGENDA ITEM #20

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve correction in the October 30, 2019 Minutes, Agenda Item #20; contract with YMCA of South Alabama, Inc., change Project Number EFP-206-20 to CDP-205-20 in the amount of \$5,000.00.

Motion carried unanimously.

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AGENDA #8

APPROVE RESCINDING COUNTY COMMISSION ACTION/
APRIL 23, 2019 MINUTES, AGENDA ITEM #16

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve rescinding the County Commission action in the April 23, 2019 Minutes, Agenda Item #16; approving EFP-308-19, contract with the Board of School Commissioners of Mobile County (to benefit Grand Bay Middle School) in the amount of \$40,000.00.

Motion carried unanimously.

AGENDA #9

APPROVE RESCINDING COUNTY COMMISSION ACTION/
SEPTEMBER 23, 2019 MINUTES, AGENDA ITEM #44

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve rescinding the County Commission action in the September 23, 2019 Minutes, Agenda Item #44; approving CDP-324-19, contract with Grand Bay Fire District in the amount of \$4,100.00.

Motion carried unanimously.

AGENDA #10

APPROVE COMMERCIAL LEASE AGREEMENT/
VIC REAL ESTATE, LLC/1119 GOVERNMENT
STREET, MOBILE, ALABAMA/SOUTHWEST
REGIONAL HIGHWAY SAFETY TRAFFIC OFFICE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the commercial lease agreement with VIC Real Estate, LLC, for premises located at 1119 Government Street, Mobile, Alabama, for Southwest Regional Highway Safety Traffic Office in the amount of \$1,800.00 per month, for one year, beginning December 1, 2019 and ending November 30, 2020, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #11

AUTHORIZE ADVERTISEMENT FOR BIDS/PROJECT
CIP-2019-001G/RENOVATION AND THE AMERICANS
WITH DISABILITIES ACT (ADA) UPGRADES/
CLAYTON PARK/CITY OF CITRONELLE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize the advertisement for bids, Project CIP-2019-001G, Renovation and the Americans with Disabilities Act (ADA) Upgrades to Clayton Park, for the City of Citronelle.

Motion carried unanimously.

AGENDA #12

AUTHORIZE ADVERTISEMENT FOR BIDS/PROJECT
CIP-2017-015/MOBILE COUNTY GOVERNMENT PLAZA
WINDOW CLEANING AND SEALANT MAINTENANCE AND
OTHER WORK AS OUTLINED IN PROJECT SUMMARY

Commissioner Connie Hudson: Commissioners, I think this one is a bit misleading as far as the scope of work. I would recommend that as far as the description goes, we need to add and other work as outlined in the summary. It goes far beyond window cleaning and sealant maintenance.

Commission President Jerry L. Carl: Is Tyler Martin, Facilities Engineering Manager, here?

Eric Linsley, Public Safety Communications Director: He is on Jury Duty, Commissioners.

Commission President Carl: Oh good. I'll go over there and mess with him.

Eric Linsley, Public Safety Communications Director: Yes, sir.

Commission President Carl: Can you tell us what else is involved in this other than window cleaning and sealant?

Eric Linsley, Public Safety Communications Director: Yes, sir. The project summary is cleaning the window glass, the curtain wall, stone panels, metal panels, painted metal and concrete structural components, and all of the soffits. They shall provide protection for the public entrances with the use of construction tunnels and the contractors shall protect the landscaping and the exterior improvements. Any damage to the exterior improvements shall be removed and replaced immediately.

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This is the summary of the project and as it goes out, they will have forty-five (45) days to complete it.

Commissioner Hudson: It is basically cleaning all of the outside of the building, not just the windows.

Commission President Carl: Walls and all.

Commissioner Hudson: Yes.

Commission President Carl: We may find out what the true color the building really is.

Commission Hudson: I just think the language needs to reflect that.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize the advertisement for bids, Project CIP-2017-015, Mobile County Government Plaza Window Cleaning, Sealant Maintenance and Other Work as Outlined in Project Summary.

Motion carried unanimously.

AGENDA #13

APPROVE CHANGE ORDER #1/J & A SERVICES,
LLC/BMP-2019-006/REPAIR TO THE JAMES T.
STRICKLAND YOUTH CENTER GYMNASIUM FLOOR

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Change Order #1 with J & A Services, LLC, for BMP-2019-006, Repair to the James T. Strickland Youth Center Gymnasium Floor. The change will decrease the contract amount by \$2,500.00, for the unused portion of the allowance. The new contract total will be \$45,750.00, and authorize the President of the Commission to execute the Change Order on behalf of Mobile County.

Motion carried unanimously.

AGENDA #14

APPROVE ONE-TIME INCREASE/MOBILE
ALABAMA BOWL/CARRY FORWARD FUNDS

Commissioner Ludgood moved, seconded by President Carl, that the Board approve the one-time increase for the Mobile Alabama Bowl by \$65,000.00 to come from carry

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forward funds, for the Mobile Alabama Bowl Football Game scheduled January 6, 2020, such as the total appropriation is \$165,000.00.

Commissioner Connie Hudson abstained.

Motion carried.

AGENDA #15

ADOPT RESOLUTION APPROVING MOBILE COUNTY
COMMUNICATIONS DISTRICT'S REQUEST/PURCHASE
4.4 ACRES OF REAL PROPERTY/ZEIGLER BOULEVARD

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

WHEREAS, the Mobile County Communications District (hereinafter "MCCD") is created pursuant to Section 11-98-1 et al. of the Code of Alabama (1975); and

WHEREAS, Section 11-98-4(h) of the Code of Alabama (1975), requires that the board of commissioners of MCCD shall present to the Mobile County Commission, as its creating authority, any request "for approval [of] the acquisition, disposition or improvements to real property"; and

WHEREAS, the MCCD desires to purchase and acquire from the City of Mobile approximately 4.4 acres of real property on Zeigler Boulevard between NOAA and the Mobile County EMA in Mobile, Alabama, more specifically described as follows:

Lot 1 of the Resubdivision of Mobile NOAA Subdivision, City of Mobile, Mobile County, and recorded in MB 125 P. 124, in Mobile County Probate Office, Mobile County, Alabama

WHEREAS, the Mobile County Commission finds that said proposed purchase will serve a public purpose and public benefit.

NOW, THEREFORE, BE IT RESOLVED that, the Mobile County Commission hereby approves and consents to MCCD's purchase and acquisition from the City of Mobile of approximately 4.4 acres of real property on Zeigler Boulevard between NOAA and the Mobile County EMA in Mobile, Alabama.

Motion carried unanimously.

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AGENDA #16

AUTHORIZE MINOR AMENDMENT/2014 ACTION
PLAN/SEMME SENIOR CENTER ADDITION/
PROJECT NO. MCD2-PF-16-001

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize a minor amendment to the 2014 Action Plan to move \$3,412.92 Community Development Block Grant (CDBG) funds from overage of a completed activity to the Semmes Senior Center Addition, Project No. MCD2-PF-16-001, and authorize the President of the Commission to execute the amendment on behalf of Mobile County.

Motion carried unanimously.

AGENDA #17

APPROVE EFP-111-20/SPONSORSHIP/UNITED
WAY OF SOUTHWEST ALABAMA/DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-111-20, sponsorship with United Way of Southwest Alabama in the amount of \$2,500.00, from District 1 funds, for its Attendance Challenge Program, and authorize the President of the Commission to execute the sponsorship on behalf of Mobile County.

Motion carried unanimously.

AGENDA #18

APPROVE GRANT/SUBSIDY AGREEMENT/ALABAMA
DEPARTMENT OF YOUTH SERVICES/FISCAL YEAR
2019-2020/JAMES T. STRICKLAND YOUTH CENTER

Commissioner Connie Hudson: Did we receive a response about the question that was asked at the preconference?

Glenn L. Hodge, County Administrator: Yes, Commissioner. We sent that out by e-mail. The one hundred eighteen thousand five hundred twenty-seven dollars (\$118,527.00) was for this year. We have a carry-forward amount of about two hundred thousand dollars (\$200,000.00) which I think brings it up over three hundred thousand dollars (\$300,000.00).

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Commissioner Hudson: Okay. I did not receive that. I do not know why; I can tell you that.

Glenn L. Hodge, County Administrator: Okay. We'll get a hard copy to you.

Commissioner Hudson: Okay.

Commissioner Merceria Ludgood: I received it. I think we probably need to start monitoring. If this is the amount that we will be receiving, we will not have that amount of carry-over every year. We need to do an analysis of what we are paying and what we would need to break even in the coming fiscal years.

Commission President Jerry L. Carl: Okay.

Glenn L. Hodge, County Administrator: Okay.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the grant/subsidy agreement with the Alabama Department of Youth Services for Fiscal Year 2019-2020, for acceptance of award in the amount of \$118,527.00, for the James T. Strickland Youth Center, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #19

AUTHORIZE PRESIDENT OF THE COUNTY COMMISSION
TO SIGN AN EASEMENT RELOCATION AGREEMENT/
ALABAMA POWER COMPANY/PROJECT MCD2-PF-16-001/
SEMME'S SENIOR CENTER ADDITION

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize the President of the County Commission to sign an easement relocation agreement with Alabama Power Company to accommodate the new addition on Project MCD2-PF-16-001, Semmes Senior Center Addition.

Motion carried unanimously.

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AGENDA #20

APPROVE PROFESSIONAL SERVICES CONTRACT/GOVEASE
AUCTION, LLC/REVENUE COMMISSIONER'S OFFICE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the professional services contract for online auction portal with GovEase Auction, LLC, to facilitate public auction for collecting delinquent property taxes for the Year 2019 by the sale of a tax lien instead of the sale of property, for the Revenue Commissioner's Office, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

AGENDA #21

APPROVE CDP-106-20/SPONSORSHIP/VICTORY
HEALTH PARTNERS/DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-106-20, sponsorship with Victory Health Partners in the amount of \$2,500.00, from District 1 funds, for its Annual Hope for Healing Event, and authorize the President of the Commission to execute the sponsorship on behalf of Mobile County.

Motion carried unanimously.

AGENDA #22

AUTHORIZE MEMORANDUM OF UNDERSTANDING/CITY OF
BAYOU LA BATRE, ALABAMA/BAYOU LA BATRE CITY
DOCKS BOAT RAMP REPLACEMENT PROJECT/GRANT FROM
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES (ADCNR) SPORT FISH RESTORATION PROGRAM

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize the Memorandum of Understanding with the City of Bayou La Batre, Alabama, regarding the implementation of the Bayou La Batre City Docks Boat Ramp Replacement Project for an amount up to \$250,000.00, to be funded by a grant from the Alabama Department of Conservation and Natural Resources (ADCNR)

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Sport Fish Restoration Program, with no County match required; subject to final legal review, and authorize the President of the Commission to execute the Memorandum of Understanding on behalf of Mobile County.

Motion carried unanimously.

AGENDA #23

APPROVE REAPPOINTMENT/BOARD OF
DIRECTORS OF THE SOLID WASTE DISPOSAL
AUTHORITY OF THE COUNTY OF MOBILE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the reappointment of Frank Dixon to serve on the Board of Directors of The Solid Waste Disposal Authority of the County of Mobile, for a term of four (4) years, expiring January 1, 2023.

Motion carried unanimously.

AGENDA #24

APPROVE AGREEMENT/RICHARD
MCLAUGHLIN/COST ALLOCATION PLAN

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the agreement with Richard McLaughlin, for cost allocation plan services related to the setting of direct and indirect cost rates. The cost of services not to exceed \$10,775.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #25

APPROVE AMENDING 2019 CAPITAL IMPROVEMENT
PLAN/PROJECT CIP-2019-003A/COASTAL
RESPONSE CENTER KITCHEN MODIFICATIONS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve amending the 2019 Capital Improvement Plan to increase the estimated cost for Project

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CIP-2019-003A, Coastal Response Center Kitchen
Modifications as follows:

CIP-2019-003A	\$139,500.00
Coastal Response Center Kitchen Modifications	

This amendment increases the estimated cost of Project CIP-2019-003A, and also allocates an additional \$130,000.00 from District 3 2019 CIP Unnamed Projects to CIP-2019-003A, Coastal Response Center Kitchen Modifications.

Motion carried unanimously.

AGENDA #26

APPROVE MEMORANDUM OF UNDERSTANDING/
KEEP MOBILE BEAUTIFUL/URBAN ORCHARD
PROJECT/JAMES T. STRICKLAND YOUTH CENTER

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the Memorandum of Understanding with Keep Mobile Beautiful for Urban Orchard Project at the James T. Strickland Youth Center, and authorize the President of the Commission to execute the Memorandum of Understanding on behalf of Mobile County.

Motion carried unanimously.

AGENDA #27

APPROVE CDP-107-20 AND EFP-207-20/
SPONSORSHIP/AMERICAN HEART ASSOCIATION/
DISTRICT 1 AND DISTRICT 2 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-107-20 and EFP-207-20, sponsorship with American Heart Association in the amount of \$5,000.00; to be equally divided between District 1 in the amount of \$2,500.00 and District 2 in the amount of \$2,500.00, for its Go Red Event, and authorize the President of the Commission to execute the sponsorship on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #28

APPROVE AMENDING ANNUAL CONTRACT/
DAUPHIN ISLAND SEA LAB D/B/A MOBILE
BAY NATIONAL ESTUARY PROGRAM (MBNEP) /
APPROVE EFP-112-20/SPONSORSHIP

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve amending annual contract with Dauphin Island Sea Lab d/b/a Mobile Bay National Estuary Program (MBNEP), and approve EFP-112-20, sponsorship in the amount of \$2,000.00, for its Annual Breakfast Meeting, and authorize the President of the Commission to execute the contract and sponsorship on behalf of Mobile County.

Motion carried unanimously.

AGENDA #29

APPROVE AMENDMENT OF HOME AGREEMENT/
PARTNERSHIP HOUSING OF SOUTHWEST ALABAMA,
INC./COTTAGE HILL ESTATES SUBDIVISION

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve an amendment of HOME Agreement with Partnership Housing of Southwest Alabama, Inc. relating to the construction of a single family home in the Cottage Hill Estates Subdivision, so as to increase funding by \$22,000.00 and bring the revised HOME investment to \$91,400.00, and increasing the Future Advance Mortgage and Promissory Note accordingly, and authorize the President of the Commission to execute the amendment on behalf of Mobile County.

Motion carried unanimously.

AGENDA #30

AWARD BIDS

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

award Bid #152-19, vending machine services bid, for Mobile County parks, to Coca-Cola Bottling Company United, Inc. for their bid of 20% commission paid to the County Commission.

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award Bid #153-19, SS-1H tack coat for asphalt resurfacing bid, for the Engineering and Public Works Department, to Blacklidge Emulsions, Inc. for their bid in the amount of \$2.80 per gallon.

Motion carried unanimously.

AGENDA #31

APPROVE LEASE AGREEMENT/CPC OFFICE
TECHNOLOGIES/BUILDING MAINTENANCE
DEPARTMENT/COUNTY'S ADMINISTRATION
GEOGRAPHIC INFORMATION SYSTEM (GIS)

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve a thirty-six (36) month lease agreement with CPC Office Technologies, for two (2) Ricoh MPCW2201SP color wide format plotters from the current US Communities Contract 440003732, for the Building Maintenance Department and the County's Administration Geographic Information System (GIS) at the cost of \$420.00 per month, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #32

APPROVE RENEWAL OF ANNUAL MAINTENANCE
AGREEMENT/DLT SOLUTIONS, LLC/
REVENUE COMMISSIONER'S OFFICE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the renewal of annual maintenance agreement with DLT Solutions, LLC, SolarWinds netflow traffic analyzer module, and network performance monitor SL250, for the period November 29, 2019 through November 29, 2020, for the Revenue Commissioner's Office at the cost of \$2,365.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #33

APPROVE RESOLUTION AND ORDER
AUTHORIZING ISSUANCE OF GENERAL
OBLIGATION WARRANT, SERIES 2019B

The Chairman stated that it would be appropriate to consider a Resolution and Order relating to the issuance of the County's General Obligation Warrant, Series 2019B in the principal amount of \$5,011,000.00, for the purpose of providing funds for the purchase of equipment for use by the County.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the resolution and order authorizing issuance of General Obligation Warrant, Series 2019B to finance equipment purchases of \$5,011,000.00, and authorize the President of the Commission to execute the resolution and order on behalf of Mobile County.

Commissioner Connie Hudson: The list of equipment purchases, is this all for Public Works and Engineering?

Dana Foster-Allen, Finance Director: No, other departments are included.

Commissioner Hudson: It goes beyond Public Works equipment?

Dana Foster-Allen, Finance Director: It's for Public Service, Environmental, Finance, and Engineering. The equipment is to be shared.

Commissioner Hudson: Okay. And these were all requests that were turned in during the budget process?

Dana Foster-Allen, Finance Director: No. We started this process in June or July of 2019. They gave us their equipment and vehicle wish list and once I got the list compiled, it was forwarded to both Glenn L. Hodge, County Administrator and Steve. Steve did an analysis and looked through the vehicles to see which ones would be the most overall cost effective for the County based on maintenance and availability for parts and previous experience. That is how this equipment list was developed.

Commissioner Hudson: Okay. It is primarily vehicles though?

Dana Foster-Allen, Finance Director: Primarily vehicles. Of the equipment, it's two million seven hundred thousand dollars (\$2,700,000.00) in heavy-duty equipment for Public Works.

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Commissioner Hudson: Okay. That is what I was getting at. Trying to figure out how much of it was heavy-duty equipment versus vehicles.

Dana Foster-Allen, Finance Director: Yes. Two million seven hundred thousand dollars (\$2,700,000.00) is heavy-duty equipment as requested by Public Works due to the massive need out there.

Commissioner Hudson: Okay. Thank you.

Commission President Jerry L. Carl: Could I get a copy of that list?

Dana Foster-Allen, Finance Director: Yes, sir. I have a copy of it here.

Commissioner President Carl: Not necessarily here. In my office at some time?

Commissioner Hudson: Yes. If you could share copies of that?

Dana Foster-Allen, Finance Director: I have copies of it here.

Commission President Carl: Is this a time sensitive thing that we need to vote on?

Dana Foster-Allen, Finance Director: The resolution? Yes, sir.

Commissioner Hudson: I do not have a problem with supporting it. I just wanted to know what the breakdown was on the types of equipment.

Commission President Carl: I was under the assumption that it was all heavy-duty equipment.

Dana Foster-Allen, Finance Director: No. We opened it up to everybody because various departments had major needs as well, since we are trying to do a renewal of equipment replacement program. The thought process is based on previous history, the County had cars that sometimes would be repaired so much that it depreciated the value of the vehicle. Our thought process was that we should go ahead and look at ultimately saving. We are going to track the maintenance expenditures for these vehicles versus previous years to show that a cost savings would be experienced. It was a need for everybody, especially as the Sheriff's fleet was aging. We had Public Service at the Parks' equipment, for them it's not just necessarily cars but it is also smaller equipment like mowers. I think they requested a dump truck. It is equipment that they have not been able to receive through

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the budgetary process. We want to do this approximately every four (4) years so that hopefully over time, every department would have newer equipment. At the time that we need to turn equipment in, we would have better equipment to sell to other smaller municipalities.

Commissioner Hudson: I think it is an excellent idea. I know that in Public Works, especially when the equipment is used for long periods of time, it ends up needing to be repaired a lot. Hopefully this program will help us to keep equipment in better working order. I support it.

Dana Foster-Allen, Finance Director: Yes, Commissioner.

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

Section 1 Findings of Commissioners. Having made due and proper investigation of the matters hereinafter referred to, the Commissioners hereby finds and determines (i) that it is necessary, advisable and in the interest of the public that the County provide funds to purchase various items of equipment consisting of vehicles and related equipment for County departments (the "Equipment"), all of which will be used in the performance of the County's governmental functions and responsibilities; (ii) that the estimated total cost of such purchase will be not less than \$4,981,100, (iii) that the County does not currently have available to it funds to finance the purchase of the Equipment; (iv) that it is necessary, advisable and in the public interest that the County issue a general obligation warrant to provide such financing; (v) it is necessary, advisable and in the interest of the public that the County borrow such funds from Regions Capital Advantage, Inc. (the "Lender") and to issue the Warrant hereinafter authorized as evidence of its obligation to such Lender.

Section 2. Authorization of the Warrant. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Chapter 28 of Title 11, Code of Alabama, 1975, and for the purposes of providing funds for the purchase of the Equipment described above and to finance certain costs of issuance thereof, there is hereby authorized to be issued by the County its General Obligation Warrant, Series 2019B in the principal amount of \$5,011,000 (the "Warrant"). The Warrant shall be dated the date of its delivery and shall contain and be subject to the terms and conditions set forth in the form of Warrant attached hereto as Exhibit A and made a part hereof.

Section 3. Source of Payment; Security. The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the County for payment of the principal of and the interest on which the full faith and credit of the County are hereby irrevocably pledged. The County further agrees that, so long as the Warrant remains outstanding and any portion thereof remains unpaid, and to the full extent of the County's power to do so under the constitution and laws of the State of Alabama, the County will continue to levy and collect taxes to the extent necessary to pay the principal of and interest on the Warrant.

Section 4. Creation of Warrant Fund. There is hereby created a special trust fund of the County, the full name of which shall be "County of Mobile, Alabama Warrant Fund, 2019B" which the County shall maintain with the Paying Agent so long as the Warrant is outstanding. The Paying Agent shall be and remain the depository, custodian and disbursing agent for the Warrant Fund. The monies in the Warrant Fund shall be used to pay the principal of and interest on the Warrant as the same shall become due and payable. There shall be paid into the Warrant Fund, on or before the last business day preceding any date on which a payment of principal of or interest on the Warrant is due, an amount which, when added to the amount then on deposit

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therein, will equal the principal of (if any) and interest on the Warrant coming due on such payment date.

All monies on deposit in the Warrant Fund shall be used for payment of the principal of and interest coming due on the Warrant.

(b) Investment of Monies in the Warrant Fund. The moneys on deposit in the Warrant Fund shall constitute public funds impressed with a trust for the benefit of the County and the holders of the Warrant. The Paying Agent shall at all times keep all moneys on deposit in the Warrant Fund secured by pledging securities that are Federal Securities having a market value at least equal to the amount of deposit therein, said pledge to be accomplished either

(i) by a deposit of such Federal Securities, in trust for the benefit of the County and the holders of the Warrant, with another bank or trust company, or

(ii) by the deposit of such Federal Securities, in trust for the benefit of the County and the holders of the Warrant, with its own trust department, wholly separate and apart from other assets.

At the written direction of the County, the Paying Agent shall, to the extent practicable, cause all moneys on deposit in the Warrant Fund to be kept continuously invested in Federal Securities or in money market funds invested solely in Federal Securities that have stated maturities, or are subject to redemption at the option of the holder thereof, not later than the last maturity on the Warrant. Such securities, together with all income therefrom, shall become a part of the Warrant Fund, to the same extent as if they were moneys on deposit therein. The Registrar may at any time and from time to time cause any such securities to be sold or otherwise converted into cash and to the extent that such sale or conversion is necessary to obtain moneys to prevent a default in payment of the principal of or the interest on the Warrant. The net proceeds from the sale or other conversion into cash of any securities forming a part of the Warrant Fund shall be paid into and shall become part of such Warrant Fund. In any determination of the amount at any time forming a part of the Warrant Fund, all such securities in which any portion of such moneys is so invested shall be included at their market value as of the date of such determination.

The Paying Agent shall be fully protected in making any investment, sale or conversion in accordance with the provisions of this section, and in the event any moneys in the Warrant Fund shall be invested as authorized with this section, it shall not be necessary for the Paying Agent to secure any such investment (unless otherwise required by law) so long as such moneys remain invested. In making any investment of moneys forming a part of any of the funds of which it has custody, the Paying Agent shall follow such written instructions as may be given by the County, but if and only to the extent such instructions are not inconsistent with any applicable provisions of this resolution. The Paying Agent and the County shall be fully protected in making any investment, sale or conversion in accordance with the provisions of this section.

Section 5. Provisions with Respect to Paying Agent. a) Appointment of Paying Agent and Acceptance of Duties. Regions Bank, Birmingham, Alabama (the "Paying Agent"), is hereindesignated and appointed and shall act as registrar, transfer agent and payment agent with respect to the Warrant. By its acceptance of such duties hereunder, the Paying Agent shall accept and agree to perform the duties required by this Resolution, subject, however, to the following conditions:

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

(ii) In the absence of bad faith or gross negligence on its part, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; provided, however, that in the case of

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any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

(iii) The Paying Agent shall perform the duties imposed by this Resolution and exercise the rights and powers vested in it by this Resolution.

(iv) No provision of this Resolution shall be construed to relieve the Paying Agent from liability for its own gross negligence or willful misconduct, except that no provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

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

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

(vii) Any action taken by the Paying Agent at the request of and with the consent of the holder of the Warrant will bind all subsequent holders of the same warrant and any Warrant issued hereunder in lieu thereof.

(viii) The Paying Agent shall not be liable for the proper application of any monies other than those that may be paid to or deposited with it.

(ix) The Paying Agent shall not be liable to pay or allow interest on any monies to be held by it under this Resolution or otherwise to invest any such monies, except as specifically required by this Resolution or as may be required by law or other written agreement between the County and the Paying Agent. The Paying Agent shall invest any amounts held by it upon the written instructions of the County.

(x) The Paying Agent may make any investments permitted or required hereby through its own investment department, or its affiliate and any investments issued or held by it hereunder shall be deemed investments and not deposits.

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

(xii) The recitals of fact herein and in the Warrant are statements by the County and not by the Paying Agent, and the Paying Agent is in no way responsible for the validity or security of the Warrant or the validity of the security afforded hereby.

(b) Resignation by Paying Agent. The Paying Agent and any successor Paying Agent may resign and be discharged from the duties under this Resolution by providing a thirty (30) day written notice postage prepaid, to the County and to the holder of the Warrant, effective upon appointment and acceptance of a successor Paying Agent.

(c) Removal of Paying Agent. The Paying Agent may be removed at any time, upon not less than thirty (30) days' notice, by an instrument or concurrent instruments in writing delivered to the Paying Agent and to the County and signed by the holder of the Warrant then outstanding, effective upon appointment and acceptance of a successor Paying Agent.

(d) Appointment of Successor Paying Agent. In case the Paying Agent shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers

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or of a receiver appointed by a court, a successor may be appointed by the County. The County shall cause notice of the appointment of a successor Paying Agent to be forwarded by United States registered or certified mail, postage prepaid, to the holder of the Warrant. Every successor Paying Agent appointed pursuant to this Section shall be a trust company or bank which is qualified to perform all duties of the Paying Agent under this Resolution and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept appointment as Paying Agent upon reasonable or customary terms.

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

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

(g) Compensation of Paying Agent. Subject to the provisions of any separate agreement with the Paying Agent, the County shall pay to the Paying Agent from time to time reasonable compensation for all services rendered by it under this Resolution, including its services as registrar and paying agent for the Warrant, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder. If the Paying Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Paying Agent's negligence or willful misconduct), the Paying Agent shall notify the County of the same in writing and the County shall promptly pay the Paying Agent for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith.

Section 6. Execution of the Warrant. The Warrant shall be executed in the name of the County by the manual signature of the President and each member of the County Commission, and by the County Administrator and Clerk inscribed thereon. The Warrant shall be registered by the Director of Finance of the County, in the records maintained by the Director of Finance, as a claim against the County and the Warrant Fund, which registration shall be made simultaneously with the issuance of the Warrant. The certificate of registration on the Warrant shall be executed by Regions Bank, as registrar for the Warrant. The official seal of the County shall be impressed thereon and shall be attested by the aforementioned signature of the County Administrator and Clerk. The said officers are hereby directed to cause the Warrant to be executed, sealed and registered in the manner provided by this section.

Section 7. Places and Medium of Payment of the Warrant. Principal of and interest on the Warrant shall be payable in lawful money of the United States of America. The principal and interest of the Warrant shall be payable at the offices of Regions Bank, as paying agent and registrar.

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Section 8. Prepayment of Warrant. The Warrant shall not be subject to prepayment or redemption during its term.

Section 9. Replacement of Mutilated, Lost, Stolen or Destroyed Warrant. In the event that the Warrant is mutilated, lost, stolen or destroyed, the County may execute and deliver a new Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided, that (a) in the case of any such mutilated Warrant, the Warrant is first surrendered to the County, and (b) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the County evidence of such loss, theft or destruction satisfactory to them, together with indemnity satisfactory to them. The County may charge the Holder with the expense of issuing any such new Warrant.

Section 10. Authority to Execute and Deliver the Warrant. The President and each member of the County Commission, the County Administrator of the Commission and Director of Finance of the County are hereby authorized and directed to cause the Warrant to be executed, sealed and attested as provided herein and delivered to the purchaser thereof upon payment to the County of the sale price therefor.

Section 11. Covenants with Respect to Exemption of Interest from Federal Income Taxation; Non-Arbitrage Covenant. The County acknowledges and agrees that the Warrant is to be issued in compliance with the conditions necessary for the interest income thereon to be exempt from federal income taxation pursuant to the relevant provisions of the Code. The County hereby covenants and agrees as follows:

- (a) It will not use or apply the proceeds of the Warrant or direct the investment of moneys in any funds or accounts established or maintained with respect to the Warrant in such manner as to constitute the Warrant an "arbitrage bond" within the meaning of Section 148 of the Code;
- (b) It will make timely rebate payments to the United States of America with respect to any "excess" arbitrage profits as required by Section 148(f) of the Code;
- (c) It will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as any Holder shall reasonably request in writing, which records shall be furnished to any Holder upon its request;
- (d) It will, within 60 days after a written request of the Lender therefor, furnish to the Lender evidence that it has made any payments to the United States necessary to prevent the Warrant from becoming an "arbitrage bond" under Section 148(f) of the Code;
- (e) Payment of the Warrant shall not be secured by, or derived from, property used in a private business use; proceeds of the Warrant shall not be used to make or finance loans to persons other than governmental units; and proceeds of the Warrant shall not be used in any manner that would cause the Warrant to be or become private activity bonds, as defined in Section 141 of the Code;
- (f) It will not cause or permit the Warrant to be federally guaranteed, within the meaning of Section 149(b) of the Code; and

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

The term "Determination of Taxability" as that term is used in the Warrant shall mean a determination that the interest income on the Warrant is includable in gross income of the recipient thereof for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

- (A) The date on which the County determines that the interest income hereon is includable in gross income for federal income tax purposes by filing with the Holder a statement to that effect;
- (B) The date on which the County or the Holder shall be advised by private ruling, technical advice or any other written communication from an authorized official of the Internal Revenue Service that, based upon any filings by the County, or upon any review or audit of the County, or upon any other grounds whatsoever, the interest income on any of the Bond is includable in gross income for federal income tax purposes; or
- (C) The date on which the County shall receive notice from the Holder in writing that the Holder has been advised (i) by any Holder that the Internal Revenue Service has notified such Holder that it has determined that the interest income hereon is includable in gross income for federal income tax purposes or (ii) by any authorized official of the Internal Revenue Service that the interest income hereon is includable in gross income for federal income tax purposes;

provided, that no Determination of Taxability shall occur as a result of any change in the Internal Revenue Code of 1986, as amended, which has the effect of causing interest on governmental obligations generally, or obligations having the characteristics similar to the Warrant, to be includable in income for purposes of federal income taxation, and provided further, that no Determination of Taxability shall be deemed to have occurred as described in clauses (b) or (c), above, unless and until (1) the County has been afforded a reasonable opportunity (for a period not to exceed 2 years), at its expense, to contest such a determination either through its own action (if permitted by law) or by or on behalf of the Holder, and (2) all such contests, if made, have been abandoned by the County or have been finally determined by a court of competent jurisdiction from which no further appeal exists, but if any such contest is unsuccessful the Taxable Rate shall be applicable from the date such interest is required to be included in gross income.

Section 12. Additional Covenants and Provisions. (a) So long as the Warrant is outstanding the County covenants and agrees that it shall deliver or cause to be delivered to the holder of the Warrant (i) the County's audited annual financial statements promptly upon the County's receipt thereof, and in no event later than twenty (20) days after receipt, which delivery may be accomplished through the filing thereof with the Municipal Securities Rulemaking Board through the facilities of its "EMMA" website, and (ii) upon request, such additional financial and operating data as the holder of the Warrant may reasonably request.

(b) The County acknowledges that neither the Lender nor its representatives are registered municipal advisors and that they do not provide advice to governmental entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of

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municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Warrant: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person;

(b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Warrant and any related information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the County has been informed that the County should discuss the issuance of the Warrant and any such other information, materials or communications with any and all internal and external advisors and experts that the County deems appropriate with respect to the Warrant and any related information, materials or communications.

(c) The County and, by its purchase of the Warrant, the Lender each acknowledges and agrees that the Lender is purchasing the Warrant in evidence of a privately negotiated loan and that the Warrant shall not be (i) assigned a separate rating by any securities rating agency, (ii) registered with the Depository Trust Company or any other securities depository, or (iii) assigned a CUSIP number by Standard & Poor's CUSIP service.

Section 13. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH OF THE COUNTY AND, BY ITS ACCEPTANCE OF THE WARRANT, THE LENDER HEREBY IRREVOCABLY AND VOLUNTARILY (1) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (2) WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN, KNOWINGLY AND VOLUNTARILY, BY EACH OF THE COUNTY AND THE LENDER, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE BETWEEN THE COUNTY AND THE LENDER AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE, INCLUDING WITHOUT LIMITATION ANY CLAIM OR CONTROVERSY, WHETHER ARISING IN CONTRACT OR TORT OR BY STATUTE, RELATING TO THE WARRANT, THIS RESOLUTION AND ORDER, ANY FINANCING DOCUMENT OR ANY MATTER RELATING TO OR ARISING FROM THE FOREGOING. LENDER IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS RESOLUTION AND ORDER, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF THE COUNTY'S WAIVER OF THE RIGHT TO JURY TRIAL.

Section 14. Further Acts. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Warrant or as contemplated by this Resolution.

Section 15. Contractual Provisions. The provisions of this Resolution and Order shall constitute a contract between the County and the Holder of the Warrant. Upon payment in full of the principal of and interest on the Warrant the obligations of the County hereunder shall cease with respect thereto.

Section 16. Severability. The various provisions of this Resolution and Order are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Resolution and Order.

Commissioner Hudson moved that the foregoing resolution be adopted and spread upon the minutes of this meeting, which motion was seconded by Commissioner Ludgood, and upon the said motion being put to vote, the following vote was recorded:

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YEAS:

NAYS:

President Jerry L. Carl
Commissioner Merceria Ludgood
Commissioner Connie Hudson

None

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

AGENDA #34

APPROVE CORRECTION/AUGUST 27,
2018 MINUTES, AGENDA ITEM #29

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve correction in the August 27, 2018 Minutes, Agenda Item #29; changing the name of the contracting party from Flight Works Alabama Educational Center to Alabama Aviation Education Center, Inc.

Motion carried unanimously.

AGENDA #35

APPROVE CDP-108-20/SPONSORSHIP/NEW LYONS
PARK TENNIS ASSOCIATION, INC/DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-108-20, sponsorship with New Lyons Park Tennis Association, Inc. in the amount of \$3,500.00, from District 1 funds, for its Annual Turkey Day Classic; subject to submission of documents and legal review, and authorize the President of the Commission to execute the sponsorship on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #36

ADOPT RESOLUTION AUTHORIZING REQUEST/
COUNTY GARAGE/DISPOSE OF CERTAIN ITEMS
FROM FIXED ASSETS INVENTORY LIST/DECLARE
AS SURPLUS PROPERTY/AUTHORIZE ITEMS TO
BE DISPOSED OF BY LAWFUL MEANS

Commissioner Hudson moved, seconded by Commissioner Ludgood, 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 state law to dispose of the same by order entered upon its minutes; and

WHEREAS, the County presently owns a 2014 Jeep Patriot, vehicle no. 1711, which is no longer needed;

NOW, THEREFORE, be it resolved that the above described scanner be, and it is hereby declared SURPLUS and removed from the fixed asset list, if applicable, 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 this 12th day of November, 2019.

Motion carried unanimously.

AGENDA #37

APPROVE CDP-109-20/CONTRACT/CITY
OF PRICHARD/DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-109-20, contract with the City of Prichard in the amount of \$1,650.00, from District 1 funds, to purchase a surplus vehicle from the County Garage, as follows:

2014 Jeep Patriot, Vehicle #1711

Motion carried unanimously.

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AGENDA #38

ADOPT RESOLUTION AUTHORIZING REQUEST/
ENGINEERING AND PUBLIC WORKS DEPARTMENT/
DISPOSE OF CERTAIN ITEMS FROM FIXED ASSETS
INVENTORY LIST/DECLARE AS SURPLUS PROPERTY/
AUTHORIZE ITEMS TO BE DISPOSED OF BY LAWFUL MEANS

Commissioner Hudson moved, seconded by Commissioner Ludgood, 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 state law to dispose of the same by order entered upon its minutes; and

WHEREAS, the County presently owns the following items of personal property, to wit:

Asset No. 5355, Promark2 Super Static Kit
Asset No. 15714, Reliance RTK/GPS System Satell
Asset No. 17083, Trimble GPS Receiver
Asset No. 17279, Trimble GPS Receiver

assigned to the Engineering/Public Works Department, which are old, obsolete or no longer needed;

NOW, THEREFORE, be it resolved by the Mobile County Commission that the above described items be, and they are hereby declared SURPLUS and 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 this 12th day of November, 2019.

Motion carried unanimously.

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AGENDA #39

APPROVE CDP-302-20/FURNISH LIGHT
PLANTS FOR GRAND BAY CHRISTMAS PARADE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-302-20, Furnish Light Plants for Grand Bay Christmas Parade, at an estimated cost of \$60.00, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

AGENDA #40

APPROVE PURCHASE AGREEMENT/AT&T/
ENGINEERING AND PUBLIC WORKS DEPARTMENT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the purchase agreement with AT&T through the State of Alabama Purchasing Contract T-303 for Fleet Complete, a fleet management system, for the Engineering and Public Works Department. The purchase agreement is \$12,211.00 upfront and \$4,063.50 per month with \$24,100.00 in credits being applied to the account within four (4) months, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #41

APPROVE REIMBURSABLE AGREEMENT/
SPIRE GULF/PROJECT MCR-2016-109/
CRAFT HIGHWAY BRIDGE REPLACEMENT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the reimbursable agreement with Spire Gulf for cost of redesign to avoid relocation of a gas line in conflict with proposed roadway improvements within municipal right-of-way on Project MCR-2016-109, Craft Highway Bridge Replacement. A second agreement for

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the increased construction cost will follow once an estimated construction cost is known, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #42

APPROVE RIGHT-OF-WAY AND/OR EASEMENT
AGREEMENT/PROJECT CIP-2015-007(A)/JOHNSON
ROAD WEST - GRADE, DRAIN, BASE, AND PAVE (GDBP)

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the right-of-way and/or easement agreement for Tract 3 in the amount of \$36,500.00, for Project CIP-2015-007(A), Johnson Road West - Grade, Drain, Base, and Pave (GDBP), and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

AGENDA #43

APPROVE RIGHT-OF-WAY AND/OR EASEMENT
AGREEMENT/PROJECT MCR-2016-304/TURKEY FARM
ROAD - GRADE, DRAIN, BASE, AND PAVE (GDBP)

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the right-of-way and/or easement agreement for Tract 1 in the amount of \$26,666.00, Tract 2 in the amount of \$26,667.00, and Tract 22 in the amount of \$26,667.00 for Project MCR-2016-304, Turkey Farm Road - Grade, Drain, Base, and Pave (GDBP), and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #44

APPROVE AUTHORIZING ACQUISITION OF PROPERTY
AND ACCEPTANCE OF RIGHT-OF-WAY DEED

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize the acquisition of property and acceptance of right-of-way deed from the following property owner, for the following project:

McDonald Road, Project MCR-2016-001, Tract 26

Daniel G. Wilson deed

Motion carried unanimously.

AGENDA #45

APPROVE SUPPLEMENTAL AGREEMENT
NO. 1/H.O. WEAVER AND SONS, INC./
PROJECT MCR-2016-009/PADGETT
SWITCH ROAD RESURFACING

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Supplemental Agreement No. 1 with H.O. Weaver and Sons, Inc., Project MCR-2016-009, Padgett Switch Road Resurfacing, for the addition of several guardrail items. The reduction of other existing guardrail contract quantities will offset the value of the proposed supplemental agreement. Also, add twenty (20) additional working days, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Commission President Jerry L. Carl: Why are we extending this by twenty (20) days?

Bryan Kegley, County Engineer: Commissioner, whenever we went out there to look at the guardrail, the existing installation did not meet the criteria. We are going to have to modify it to meet current guidelines.

Commission President Carl: Who put the guardrail down wrong?

Bryan Kegley, County Engineer: We believe that possibly our own forces did that years ago.

Commission President Carl: Okay. This is an old error.

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Bryan Kegley, County Engineer: We are correcting something.

Commission President Carl: It is not something that H.O. Weaver and Sons, Inc. put down and then we are paying them to move it again?

Bryan Kegley, County Engineer: No, sir.

Commission President Carl: Okay. That is what I was getting at. Thank you.

Motion carried unanimously.

AGENDA #46

APPROVE FINAL PLAT/DEES PLANTATION,
PHASE TWO SUBDIVISION/ADD ORCHARD
LANE EAST AND ORCHARD LANE SOUTH

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the final plat of Dees Plantation, Phase Two Subdivision (20 lots, Dawes Road, District 3), and authorize the County Engineer to sign the plat and add Orchard Lane East and Orchard Lane South to the private road inventory.

These streets have been constructed to a paved private road standard and certified by the developer's professional engineer.

Motion carried unanimously.

AGENDA #47

AWARD BID/PROJECT MCR-2018-303/
DAUPHIN ISLAND STREETS RESURFACING/
H.O. WEAVER AND SONS, INC.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board award bid for Project MCR-2018-303, Dauphin Island Streets Resurfacing, to H.O. Weaver and Sons, Inc. for their low bid in the amount of \$266,550.78.

Motion carried unanimously.

November 12, 2019

AGENDA #48

COMMISSION ANNOUNCEMENTS
AND/OR COMMENTS

There were none.

AGENDA #49

ADJOURN

There being no further business to come before the meeting, on motion duly made by Commissioner Hudson, seconded by Commissioner Ludgood and unanimously carried, the meeting was adjourned.

President of the County Commission
of Mobile County

ATTEST:

County Administrator of the County Commission
of Mobile County