#### MOBILE COUNTY COMMISSION

The Mobile County Commission met in regular session in the Government Plaza Auditorium, in the City of Mobile, Alabama, on Monday, September 14, 2020 at 10:00 A. M. The following members were:

PRESENT ABSENT

Jerry L. Carl, President Merceria Ludgood Connie Hudson

None

Commissioner Carl acted as Chairman of the meeting and Glenn L. Hodge, County Administrator and Clerk of the Commission, acted as clerk of the meeting. The chairman stated that a quorum was present and declared the meeting open for transaction of business.

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#### INVOCATION

The invocation was given by Glenn L. Hodge, County Administrator.

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Dena Pollard, Public Affairs Officer: Good morning, Commissioners.

**President Jerry L. Carl:** Good morning. Do we have our recipients here so we can do that first?

Dena Pollard: Yes.

President Carl: Okay. If you'll bring them down on
this second level here. Congratulations to everyone.

County Government Education Institute
Administered by Alabama Local Government
Training Institute & Association of
County Commissioners of Alabama

Jenny Dakin, Certificate in County Administration

Mike Evans, Basic Level Certification

Cynthia Feirman, Certificate in County Administration

Johnny Harper, Certificate in County Engineering Administration

Rick Hudson, Certificate in County Administration

Cynthia Johnson, Certificate in County Administration

Carmelo Miranda, Certificate in County Administration

Barbara T. Smith, Certificate in County Administration

James Vorpahl, Certificate in County Engineering

Administration

**President Carl:** We are so proud of these folks. They have gone the extra step to get educated in these fields. At one point, place, and time, they are going to replace the people you see here on this first row. We are very proud today.

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#### AGENDA #1

#### 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
8/21/2020	00000054	CINTAS CORP LOC 211	1,717.71
8/21/2020	00000055	DEES PAPER CO INC	125.73
8/21/2020	00000056	DRIVEN ENGINEERING INC	22,240.37
8/21/2020	00000057	GOODWYN MILLS AND CAWOOD INC	21,772.50
8/21/2020	00000058	GULF STATES DISTRIBUTORS INC	1,358.00
8/21/2020	00000059	GWINS STATIONERY	489.91
8/21/2020	00000060	HYDRAULIC REPAIR SVC	594.00
8/21/2020	00000061	KING SECURITY SERVICE LLC	272.00
8/21/2020	00000062	LADSCO INC	72.00
8/21/2020	00000063	MCGRIFF TIRE CO	246.02
8/21/2020	00000064	MIKE & JERRY'S AUTO PARTS COMP	1,013.89
8/21/2020	00000065	MOBILE CO FOSTER GRANDPARENT P	24,112.15
8/21/2020	00000066	MOBILE JANITORIAL AND PAPER CO	990.76
8/21/2020	00000067	P AND G MACHINE SUPPLY	12.80
8/21/2020	00000068	PATTERSON STARTER, ALTERNATOR	380.00
8/21/2020	00000069	RETIF OIL AND FUEL LLC	47,481.46
8/21/2020	00000070	SENIOR COMPANION PROGRAM OF MO	12,954.00
8/21/2020	00000071	SHERWIN WILLIAMS CO	112.35
8/21/2020	00000072	SPEAKS AND ASSOC CONSULTING EN	25,855.25
8/21/2020	00000073	SUPREME MEDICAL	1,243.80
8/21/2020	00000074	TRACTOR AND EQUIPMENT CO	272.55
8/21/2020	00000075	VULCAN SIGNS	2,617.50
8/21/2020	00000076	WITTICHEN SUPPLY CO INC	941.19

CHECK DATE	CHECK #	VENDOR	AMOUNT
8/25/2020	00000077	ADVANTAGE FIRST AID SAFETY	452.73
8/25/2020	00000078	AUDIO UNLIMITED INC	1,219.60
8/25/2020	00000079	B AND B APPLIANCE PARTS	117.75
8/25/2020	0800000	BAMA AUTO PARTS AND INDUSTRIAL	1,681.53
8/25/2020	00000081	BEARD EQUIPMENT CO	3,283.68
8/25/2020	00000082	BUMPER TO BUMPER AUTO PARTS	739.00
8/25/2020	00000083	CINTAS CORP LOC 211	511.54
8/25/2020	00000084	COAST SAFE AND LOCK	265.00
8/25/2020	00000085	DEES PAPER CO INC	2,160.74
8/25/2020	00000086	DIRT INC	480.00
8/25/2020	00000087	FORD LUMBER CO	118.42
8/25/2020	00000088		1,020.00
8/25/2020	00000089		2,273.88
8/25/2020	00000090	MORROWS CONTRACTING INC	3,840.43
8/25/2020	00000091	P H AND J ARCHITECTS, INC	26,473.16
8/25/2020	00000092	SOUTHEASTERN PRESS	987.00
8/25/2020	00000093	SPEAKS AND ASSOC CONSULTING EN	
8/28/2020	00000094		6,851.00
8/28/2020	00000095	CINTAS CORP LOC 211	736.16
8/28/2020	00000096	GRAINGER INDUSTRIAL SUPPLY	152.84
8/28/2020	00000097		400.00
8/28/2020	00000098	GULF CITY BODY AND TRAILER WOR	6,364.60
8/28/2020	00000099	KNOX PEST CONTROL	160.00
8/28/2020	00000100	SHERWIN WILLIAMS CO	1,005.55
8/28/2020	00000101	SOUTHERN EARTH SCIENCES INC	1,425.00
8/28/2020	00000102	SPEAKS AND ASSOC CONSULTING EN	
8/28/2020		SPENCERS ENTERPRISE INC	3,200.00
8/28/2020 8/28/2020	00000104	SPIRE STAFFORD AND ASSOCIATES INC	5,546.73 15,000.00
8/28/2020	00000103	SUPREME MEDICAL	274.60
8/28/2020	00000100		54.00
8/28/2020	00000107		639.29
		WITTICHEN SUPPLY CO INC	542.27
		ADAMS AND REESE LLP	66,584.50
	00000111	ALL OVER JANITORIAL SERVICES I	1,500.00
	00000112		299.69
	00000113		5,356.20
9/1/2020	00000114	BARRY A VITTOR AND ASSOCIATES	5,957.20
9/1/2020	00000115	BAY PAPER CO	1,334.10
9/1/2020	00000116	BEARD EQUIPMENT CO	351.40
9/1/2020	00000117	BUMPER TO BUMPER AUTO PARTS	5,497.44
9/1/2020	00000118	CAMELLIA TROPHY SHOP	543.00
9/1/2020	00000119	CINTAS CORP LOC 211	447.94
9/1/2020	00000120	CLUTCH AND POWERTRAIN	2,113.90
9/1/2020	00000121	COAST SAFE AND LOCK	54.00
9/1/2020	00000122	DEES PAPER CO INC	1,098.68
9/1/2020	00000123	FIREHOUSE SALES AND SERVICE	860.56
9/1/2020	00000124		27,248.00
	00000125		442.00
	00000126		46.38
	00000127		4,400.00
9/1/2020	00000128	TIMECLOCK PLUS LLC	36.00

CHECK DATE	CHECK #	VENDOR	AMOUNT
9/4/2020	00000129	ARCHITECTS GROUP INC, THE	5,591.87
9/4/2020	00000130	CINTAS CORP LOC 211	2,393.71
9/4/2020	00000131	GRAINGER INDUSTRIAL SUPPLY	702.74
9/4/2020	00000132	GWINS STATIONERY	574.88
9/4/2020	00000133	KNOX PEST CONTROL	200.00
9/4/2020	00000134	MOBILE CO FOSTER GRANDPARENT P	17,250.00
9/4/2020	00000135	P H AND J ARCHITECTS, INC	61,600.00
9/4/2020	00000136	QUICK INTERNET SOFTWARE SOLUTI	902.50
9/4/2020	00000137	SHERWIN WILLIAMS CO	28.39
9/4/2020	00000138	SITE ONE ON THE INTERNET INC	325.00
9/4/2020	00000139	SNIDER FLEET SOLUTIONS	119.90
9/4/2020	00000140		203.56
9/4/2020	00000141	TAYLOR POWER SYSTEMS INC	1,906.52
9/4/2020	00000142	WILLIAMS CONSULTANTS LLC	590.00
9/4/2020	00000143	WITTICHEN SUPPLY CO INC	28.65
9/8/2020	00000144	ADAMS AND REESE LLP	2,210.00
9/8/2020	00000145	ADCO COMPANIES LTD	3,412.91
9/8/2020	00000146		126.21
9/8/2020			696.70
9/8/2020	00000148	ALL OVER JANITORIAL SERVICES I	800.00
9/8/2020		AUDIO UNLIMITED INC	455.37
9/8/2020	00000150	B AND B APPLIANCE PARTS	306.40
9/8/2020	00000151	BAMA AUTO PARTS AND INDUSTRIAL	710.57
9/8/2020	00000152		56.60
9/8/2020	00000153		11,328.56
9/8/2020	00000154		463.25
9/8/2020			159.85
9/8/2020		CINTAS CORP LOC 211	1,835.31
9/8/2020		DEES PAPER CO INC	10,039.93
9/8/2020	00000158	DIRT INC	180.00
9/8/2020	00000159		1,923.84
9/8/2020		GCIS SUPPLY COMPANY INC	414.17
9/8/2020	00000161		80.00
9/8/2020	00000162		53,960.58
9/8/2020	00000163		25,225.75
9/8/2020	00000164	K AND K SYSTEMS INC	295.87
9/8/2020 9/8/2020	00000165 00000166	KING SECURITY SERVICE LLC	68.00
9/8/2020	00000166		5,667.65 118.32
9/8/2020		MORROWS CONTRACTING INC	2,319.00
9/8/2020		PATTERSON STARTER, ALTERNATOR	350.00
9/8/2020	00000109	PITTS AND SONS INC	450.00
9/8/2020	00000170	SPIRE	21.15
9/8/2020	00000171		551.15
9/8/2020		VULCAN SIGNS	5,800.00
9/8/2020	00000173		
9/8/2020	00000174		110.00
9/8/2020	00000173		1,003.75
8/21/2020			7,207.43
8/21/2020			440.30
8/21/2020			14,103.43
		ALABAMA POWER CO	672.22
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CHECK DATE	CHECK #	VENDOR	AMOUNT
8/21/2020	00376185	ALABAMA POWER CO	448.54
8/21/2020	00376186	ALABAMA POWER CO	300.69
8/21/2020	00376187	ALABAMA POWER CO	213.83
8/21/2020	00376188	ALABAMA POWER CO	274.60
8/21/2020	00376189	ALABAMA POWER CO	150.09
8/21/2020	00376190	ALABAMA POWER CO	527.30
8/21/2020	00376191	ALABAMA POWER CO	26.84
8/21/2020	00376192	ALABAMA POWER CO	49.19
8/21/2020	00376193	ALABAMA POWER CO	512.99
8/21/2020	00376194	ALABAMA POWER CO	2,535.26
8/21/2020	00376195	ALABAMA POWER CO	2,721.86
8/21/2020	00376196		174.74
8/21/2020	00376197	ALABAMA POWER CO	55.68
8/21/2020	00376198	ALABAMA SECTION ASCE	275.00
8/21/2020	00376199	BALDWIN COUNTY SHERIFFS OFFICE	2,831.60
8/21/2020	00376200	BAY AREA CONTRACTING INC	19,900.00
8/21/2020	00376201	BOARD OF SCHOOL COMMISSIONERS	,
8/21/2020	00376202		2,049.24
8/21/2020	00376203		242.60
8/21/2020	00376204		
8/21/2020	00376205	CITY OF MOBILE	5,196.26
8/21/2020	00376206	CITY OF SATSUMA	2,261.59
8/21/2020	00376207	FOSTER-ALLEN, DANA A	100.00
8/21/2020	00376208	GALLS LLC	1,726.44
8/21/2020	00376209		10,910.09
8/21/2020	00376210		5,799.46
8/21/2020 8/21/2020	00376211 00376212		15,669.23 1,500.00
8/21/2020	00376212	GOODWILL EASTER SEALS OF THE G	5,453.66
		GOODYEAR COMMERCIAL TIRE AND S	8,699.18
		GORAM AIR CONDITIONING CO INC	195.00
			1,171.94
8/21/2020		GUARDIAN INTEGRATORS LLC	41,706.81
8/21/2020	00376218		65.40
8/21/2020	00376219	HEALTH INSURANCE ACCOUNT	1,018,510.00
8/21/2020	00376220	HILLER SYSTEMS INC	90.00
8/21/2020	00376221	HISTORY MUSEUM OF MOBILE BOARD	50,000.00
8/21/2020	00376222	HOLLINGER'S ISLAND COMMUNITY A	5,000.00
8/21/2020	00376223	HOME DEPOT, THE	5,577.30
8/21/2020	00376224	ICE PLANT INC	37.50
8/21/2020	00376225	INDIGENT CARE FUND	13,981.17
8/21/2020	00376226	JACE CHANDLER AND ASSOC INC	1,595.00
8/21/2020	00376227	JOHN G WALTON CONSTRUCTION CO	31,754.03
8/21/2020	00376228	KANTOLA TRAINING SOLUTIONS LLC	1,779.00
8/21/2020	00376229	KENWORTH OF MOBILE INC	93.07
8/21/2020	00376230	KESCO	5,546.28
8/21/2020	00376231	KITTRELL AUTO GLASS LLC	2,640.68
8/21/2020	00376232	LAGNIAPPE	448.59
8/21/2020	00376233	LATON CLEANING SERVICES	1,225.00
8/21/2020	00376234	LAWSON PRODUCTS INC	327.12
8/21/2020		LEXISNEXIS RISK SOLUTIONS	230.35
8/21/2020	00376236	LOGICAL COMPUTER SOLUTIONS	10,398.00

CHECK DATE	CHECK #	VENDOR	AMOUNT
8/21/2020	00376237	LOWES	1,514.53
8/21/2020	00376238	LYONS LAW FIRM	4,167.00
8/21/2020	00376239	M AND A STAMP AND SIGN CO	138.50
8/21/2020	00376240	M AND A SUPPLY CO INC	533.76
8/21/2020	00376241	MAC'S FRESH PRODUCE LLC	262.70
8/21/2020	00376242	MANHOLES INC	175.00
8/21/2020	00376243	MCCONNELL AUTOMOTIVE CORP	1,555.41
8/21/2020	00376244	MCCRORY AND WILLIAMS	6,825.70
8/21/2020	00376245	MERCHANTS FOOD SERVICE	1,194.69
8/21/2020	00376246	MIKE HOFFMANS EQUIPMENT SERVIC	2,297.35
8/21/2020	00376247	MINGLEDORFFS INC	1,279.59
8/21/2020	00376248	MOBILE AREA CHAMBER OF COMMERC	15.00
8/21/2020	00376249	MOBILE AREA WATER AND SEWER SY	3,461.90
8/21/2020	00376250	MOBILE AREA WATER AND SEWER SY	13,014.74
8/21/2020	00376251	MOBILE AREA WATER AND SEWER SY	2,840.30
8/21/2020	00376252	MOBILE AREA WATER AND SEWER SY	75.24
8/21/2020	00376253	MOBILE AREA WATER AND SEWER SY	32.76
8/21/2020	00376254	MOBILE AREA WATER AND SEWER SY	16,080.93
8/21/2020	00376255	MOBILE CO HEALTH DEPT	2,397.39
8/21/2020	00376256	MOBILE CO PERSONNEL BOARD	248,283.01
8/21/2020	00376257	MOBILE CO WATER SEWER AND FIRE	574.21
8/21/2020	00376258	MOBILE GLASS CO	1,077.00
8/21/2020	00376259	MORRIS INSURANCE AGENCY	504.00
8/21/2020	00376260	MOSAIC COMMUNITY PLANNING LLC	8,822.00
8/21/2020	00376261	MOTT MACDONALD	9,375.00
8/21/2020	00376262	MULLINAX FORD OF MOBILE LLC	12,906.33
8/21/2020	00376263	NEEL SCHAFFER INC	14,186.03
8/21/2020	00376264	NEEL SCHAFFER INC	4,650.64
8/21/2020	00376265	NEXAIR LLC	2,968.71
8/21/2020	00376266	NORTHERN TOOL AND EQUIPMENT	162.68
8/21/2020	00376267	OLENSKY BROTHERS OFFICE PRODUC	195.00
8/21/2020	00376268	PACIFIC CONCEPTS INC	3,607.22
8/21/2020	00376269	PAINT STORE, THE	221.70
8/21/2020	00376270	PALMERS AIRPORT TOYOTA	193.77
8/21/2020	00376271	PERSONNEL CONCEPTS	20.90
8/21/2020		PHILLIPS FEED COMPANY INC	50.00
8/21/2020	00376273	PLUMBMASTER INC	4,089.31
8/21/2020	00376274	POPE TESTING SERVICES LLC	2,428.59
8/21/2020	00376275	POSTAGEINK COM LLC	147.51
8/21/2020	00376276	PPM CONSULTANTS INC	1,000.00
8/21/2020	00376277	PRITCHETT, BRYANT	230.00
8/21/2020	00376278	RAICOM	492.33
8/21/2020	00376279	RANGER ENVIRONMENTAL SERVICES	5.00
8/21/2020	00376280	REPUBLIC SERVICES 986	834.47
8/21/2020		REVELATION MISSIONARY BAPTIST	75.00
8/21/2020			2,692.30
8/21/2020			810.00
8/21/2020		SAFIN, MELISSA	25.00
8/21/2020		SARALAND CITY SCHOOL SYSTEM	209.59
8/21/2020		SATSUMA SCHOOL SYSTEM	98.34
8/21/2020			475.00
8/21/2020	00376288	SENIOR CITIZENS SERVICES INC	150.00

CHECK DATE	CHECK #	VENDOR	AMOUNT
8/21/2020	00376289	SERENITY GROUP	11,235.00
8/21/2020	00376290	SHARP ELECTRONICS CORP	8,080.35
8/21/2020	00376291	SHI INTERNATIONAL CORP	3,208.05
8/21/2020	00376292	SHRED IT US HOLD CO INC	111.77
8/21/2020	00376293	SNAP ON TOOLS	2,084.75
8/21/2020	00376294	SOUTH ALABAMA UTILITIES	6,285.52
8/21/2020	00376295	SOUTHERN APPEAL LANDSCAPE MANA	441.25
8/21/2020	00376296	SOUTHERN LAND DEVELOPMENT	64,269.60
8/21/2020	00376297	STAPLES BUSINESS ADVANTAGE	17,264.84
8/21/2020	00376298	STRICKLAND PAPER CO INC	149.85
8/21/2020	00376299	SURGE SUPPRESSION INC	1,672.00
8/21/2020		TERRI ROBIN ARTS	200.00
8/21/2020		THOMAS INDUSTRIES INC	86,063.28
8/21/2020	00376302	THOMASVILLE POLICE DEPT	3,072.72
8/21/2020	00376303	THYSSENKRUPP ELEVATOR CORP	16,249.13
8/21/2020	00376304	TRANSMISSION MAGICIANS	1,500.00
8/21/2020	00376305	UNITED PARCEL SERVICE	31.00
8/21/2020	00376306	VOLKERT INC	25,638.19
8/21/2020	00376307	VULCAN MATERIALS CO	2,261.89
8/21/2020	00376308	WALTERS CONTROL INC	3,893.45
8/21/2020	00376309		487.45
8/21/2020	00376310	WATER WORKS AND SEWER BOARD	3,872.25
8/21/2020	00376311	XEROX CORP	225.64
8/25/2020	00376312	3M COMPANY	4,005.27
8/25/2020	00376313	ACE AUTO TINTING INC	380.00
8/25/2020	00376314	AIRGAS USA LLC	185.46
8/25/2020		ALABAMA INSTITUTE FOR THE DEAF	•
8/25/2020 8/25/2020			1,500.00 95.60
8/25/2020	00376317	ALABAMA MEDIA GROUP ALABAMA MEDIA GROUP	384.52
8/25/2020			2,886.84
	00376319		
	00376320		134.30
	00376321		71.94
8/25/2020		AT AND T	1,114.50
8/25/2020		AT AND T	963.42
8/25/2020		AT AND T	124.95
8/25/2020		AT AND T LONG DISTANCE SERVICE	257.63
8/25/2020		BALDWIN COUNTY SHERIFFS OFFICE	
	00376328		225.00
		BAY NURSING INC	11,135.00
8/25/2020		BAYOU CONCRETE LLC	384.00
8/25/2020		BAYSIDE RUBBER AND PRODUCTS IN	107.71
8/25/2020		BENTLEY SYSTEMS INC	7,481.68
8/25/2020		BERGKAMP INC	4,197.07
8/25/2020	00376334	BLOSSMAN GAS INC	18.87
8/25/2020	00376335	BOB BARKER CO INC	484.44
8/25/2020	00376336	BOB CAT OF MOBILE	3,127.10
8/25/2020	00376337	BORDEN DAIRY COMPANY	243.00
8/25/2020	00376338	BURK KLEINPETER INC	7,761.55
8/25/2020	00376339	CALL NEWS	54.60
8/25/2020	00376340	CAMPER CITY	528.00

CHECK DATE	CHECK #	VENDOR	AMOUNT
8/25/2020	00376341	CDW GOVERNMENT INC	8,893.92
8/25/2020	00376342	CENTURYLINK	162.94
8/25/2020	00376343	CHARM TEX	339.60
8/25/2020	00376344	CITY ELECTRIC SUPPLY	385.32
8/25/2020	00376345	CITY OF BAY MINETTE	1,270.31
8/25/2020	00376346	CITY OF BAYOU LA BATRE	650.63
8/25/2020	00376347	CITY OF LINDEN	2,015.16
8/25/2020	00376348	CITY OF MOBILE	9,675.47
8/25/2020	00376349	CITY OF MOBILE	5,510.91
8/25/2020		COMCAST CABLE	10.49
8/25/2020	00376351	COMCAST CABLE	6.32
8/25/2020	00376352	COMCAST CABLE	12.64
8/25/2020		COMCAST CABLE	10.49
8/25/2020		COMCAST CABLE	7.38
8/25/2020	00376355	COMCAST CABLE	6.32
8/25/2020	00376356	COMPANION VETERINARY HOSPITAL	525.00
8/25/2020		CONSUMER CREDIT COUNSELING SER	708.57
8/25/2020		CORRECTIONAL HEALTH SOLUTIONS	
8/25/2020	00376359	COWIN EQUIPMENT CO INC	500,639.32
8/25/2020		CPC SOFTWARE SOLUTIONS	737.28
8/25/2020		CPC SOFTWARE SOLUTIONS	130.76
8/25/2020		CUMMINS MID SOUTH LLC	853.73
8/25/2020	00376363	CWS GROUP INC	202.50
8/25/2020	00376364	DADE PAPER AND BAG CO	2,580.00
8/25/2020	00376365	DAUPHIN ISLAND WATER SEWER AND	23.00
8/25/2020	00376366		2,247.00
8/25/2020			14,921.06
		DEMOPOLIS POLICE DEPARTMENT	964.56
8/25/2020			40.23
8/25/2020	00376370	DIXIE LEASING	217.64
8/25/2020	00376371	DONOHOO CHEVY	35,550.00
8/25/2020		DONOHOO CHEVY	35,550.00
8/25/2020		DONOHOO CHEVY	35,550.00
8/25/2020		DRISKELL TURF FARM	321.00
8/25/2020	00376375	ESCAMBIA COUNTY COMMISSION	1,996.72
8/25/2020	00376376	EVANS	109.50
8/25/2020	00376377	FAMILY COUNSELING CENTER OF MO	349.02
8/25/2020 8/25/2020	00376378	FEDERAL EXPRESS CORP	7.51 274.18
8/25/2020 8/25/2020	00376380 00376381		1,145.50
8/25/2020	00376381	GENERAL FUND GENERAL FUND	2,391.62 8,767.44
8/25/2020	00376383	GULF COAST RIGHT OF WAY SERVIC	1,306.25
8/25/2020	00376384	HCL CONTRACTING LLC	89,442.18
8/25/2020	00376385	IND REVOLVING FUND DEPT OF COR	
8/25/2020	00376386	KEITH MAP SERVICE	286.25
8/25/2020	00376387	LAGNIAPPE	50.92
8/25/2020	00376387	LOWES	20.82
8/25/2020	00376389	MCCRORY AND WILLIAMS	32,365.14
8/25/2020	00376390	MOTOR CARRIER CONSULTANTS INC	2,700.00
8/25/2020	00376391	MOTT MACDONALD	14,604.26
8/25/2020	00376392		2,394.94
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CHECK DATE	CHECK #	VENDOR	AMOUNT
8/25/2020	00376393	NORFOLK SOUTHERN RAILWAY CO	975.65
8/25/2020	00376394	OFFICE DEPOT	298.60
8/25/2020	00376395	POPE TESTING SERVICES LLC	11,842.41
8/25/2020	00376396	QUADIENT LEASING USA INC	785.92
8/25/2020	00376397	RAICOM	115.00
8/25/2020	00376398	REED PUBLICATIONS	1,765.00
8/25/2020	00376399	SEMMES WOMANS CLUB	2,557.76
8/25/2020	00376400	SHARP ELECTRONICS CORP	165.27
8/25/2020	00376401	SHORELINE ENVIRONMENTAL INC	4.25
8/25/2020	00376402	SNAP ON TOOLS	1,480.35
8/25/2020	00376403	SOUTH ALABAMA REGIONAL PLANNIN	496.90
8/25/2020	00376404	SOUTH ALABAMA UTILITIES	594.39
8/25/2020	00376405	STAPLES BUSINESS ADVANTAGE	1,272.96
8/25/2020	00376406	STEWART, VIOLET	28.18
8/25/2020	00376407	STRICKLAND PAPER CO INC	299.70
8/25/2020	00376408	SUNBELT RENTALS INC	783.40
8/25/2020	00376409	SURETY LAND TITLE INC	295.00
8/25/2020	00376410	TALLASSEE AUTOMOTIVE INC	18,732.00
8/25/2020	00376411	THOMPSON TRACTOR CO INC	540.78
8/25/2020	00376412	THOMSON	2,578.64
8/25/2020	00376413	THYSSENKRUPP ELEVATOR CORP	700.00
8/25/2020		TOMAHAWK LIVE TRAP LLC	57.50
8/25/2020		TOWN OF ELBERTA	901.67
8/25/2020		TOWN OF EXCEL	1,076.32
8/25/2020		TOWN OF FLOMATON	2,058.41
8/25/2020		TOWN OF PINE HILL	722.00
8/25/2020		VOLKERT INC	36,507.26
		VULCAN MATERIALS CO	14,919.85
		WALLEY PLUMBING COMPANY LLC	960.50
8/25/2020	00376422		187.64
8/25/2020	00376423	WEAVER AND SONS INC, HOSEA O	3,864.97
8/28/2020			96,322.39
8/28/2020	00376425	2017 CAPITAL IMPROVEMENT FUND	135,627.74
8/28/2020	00376426	ADMINISTRATIVE OFFICE OF COURT	•
8/28/2020	00376427	ALABAMA PORT VENTURES LLC	32,537.50
8/28/2020	00376428	ALABAMA POWER CO	28.35
8/28/2020	00376429	ALABAMA POWER CO	70.33
8/28/2020	00376430	ALABAMA POWER CO	12,475.72
8/28/2020	00376431	ALABAMA POWER CO	11,788.35
8/28/2020	00376432	ALABAMA POWER CO	476.76
8/28/2020	00376433	AS AND G CLAIMS ADMINISTRATION	•
8/28/2020	00376434	AZALEA CITY CHURCH OF CHRIST	100.00
8/28/2020	00376435	BISHOP, JIMME	45.00
8/28/2020	00376436	BOARD OF SCHOOL COMMISSIONERS	452,982.91
8/28/2020	00376437	BOARD OF SCHOOL COMMISSIONERS	226,491.47
8/28/2020 8/28/2020	00376438	BOARD OF SCHOOL COMMISSIONERS BURK KLEINPETER INC	452,982.91 5,400.00
8/28/2020	00376439	CALLAGHAN, KYLE	846.81
8/28/2020	00376441	CASTOR, DIONNE	45.00
8/28/2020	00376441	CITY OF BAYOU LA BATRE	13,333.31
8/28/2020	00376442	CITY OF CHICKASAW	2,086.57
8/28/2020	00376443	CITY OF CHICKASAW BOARD OF EDU	9,249.35
0/20/2020	000/0444	CIII OF CHICKASAW DOARD OF EDU	9,449.33

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8/28/2020	00376445	CITY OF CHICKASAW BOARD OF EDU	4,624.68
8/28/2020	00376446	CITY OF CHICKASAW BOARD OF EDU	9,249.35
8/28/2020	00376447	CITY OF CITRONELLE	1,764.07
8/28/2020	00376448	CITY OF CREOLA	17,659.00
8/28/2020	00376449	CITY OF MOBILE	291,466.47
8/28/2020	00376450	CITY OF PRICHARD	14,715.11
8/28/2020	00376451	CITY OF SARALAND	7,597.27
8/28/2020	00376452	CITY OF SATSUMA	5 <b>,</b> 670.06
8/28/2020	00376453	CNA SURETY	50.00
8/28/2020	00376454	CNA SURETY	138.00
8/28/2020	00376455	CYPRESS SHORES BAPTIST CHURCH	150.00
8/28/2020	00376456	DAVIS, MIRIAN	45.00
8/28/2020	00376457	DISTRICT ATTORNEYS FUND	6,419.31
8/28/2020	00376458	DMS MAIL MANAGEMENT INC	1,223.62
8/28/2020	00376459	FIBBE, JAMES	45.00
8/28/2020	00376460	FIRST BAPTIST CHURCH IRVINGTON	100.00
8/28/2020	00376461	FIRST BAPTIST CHURCH OF WILMER	150.00
8/28/2020	00376462	FRIENDSHIP BAPTIST CHURCH	150.00
8/28/2020	00376463	G G PORTABLES INC	213.00
8/28/2020	00376464	GARY A BYRD	2,758.00
8/28/2020	00376465	GLOBAL EQUIPMENT CO INC	181.94
8/28/2020	00376466	GOODYEAR COMMERCIAL TIRE AND S	7,166.46
8/28/2020	00376467	GORAM AIR CONDITIONING CO INC	946.00
8/28/2020	00376468	GULF COAST TRUCK AND EQUIPMENT	235.92
8/28/2020	00376469		32.70
8/28/2020	00376470		150.00
8/28/2020 8/28/2020	00376471 00376472	HCL CONTRACTING LLC HILLER SYSTEMS INC	25,599.32 1,212.75
8/28/2020	00376472	HOME DEPOT, THE	62.55
		HOT SPOT GRANT	124.46
		INGENUITY INC	18,000.00
		INTEGRA WATER LLC	7,082.77
	00376477		
8/28/2020	00376478	JOHNSON CONTROLS FIRE PROTECTI	
8/28/2020	00376479	JOHNSON, GARY	45.00
8/28/2020	00376480	KENMAR FAMILY FUNERAL HOME LLC	
8/28/2020	00376481	KENTWOOD SPRING WATER CO	338.97
8/28/2020	00376482	LAGNIAPPE	451.44
8/28/2020	00376483	LAGNIAPPE	153.52
8/28/2020	00376484	LATON CLEANING SERVICES	2,850.00
8/28/2020	00376485	MOBILE AREA CHAMBER OF COMMERC	15.00
8/28/2020	00376486	MOBILE AREA WATER AND SEWER SY	35.32
8/28/2020	00376487	MOBILE AREA WATER AND SEWER SY	48.56
8/28/2020	00376488	MOBILE AREA WATER AND SEWER SY	360.93
8/28/2020	00376489	MOBILE AREA WATER AND SEWER SY	245.73
8/28/2020	00376490	MOBILE AREA WATER AND SEWER SY	133.05
8/28/2020	00376491	MOBILE AREA WATER AND SEWER SY	32.05
8/28/2020	00376492	MOBILE AREA WATER AND SEWER SY	124.71
8/28/2020	00376493	MOBILE AREA WATER AND SEWER SY	
8/28/2020	00376494	MOBILE AREA WATER AND SEWER SY	
	00376495	MOBILE AREA WATER AND SEWER SY	1,494.99
8/28/2020	00376496	MOBILE AREA WATER AND SEWER SY	778.68

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8/28/2020	00376497	MOBILE AREA WATER AND SEWER SY	104.86
8/28/2020	00376498	MOBILE AREA WATER AND SEWER SY	257.67
8/28/2020	00376499	MOBILE AREA WATER AND SEWER SY	149.01
8/28/2020	00376500	MOBILE AREA WATER AND SEWER SY	35.32
8/28/2020	00376501	MOBILE AREA WATER AND SEWER SY	193.10
8/28/2020	00376502	MOBILE AREA WATER AND SEWER SY	35.32
8/28/2020	00376503	MOBILE AREA WATER AND SEWER SY	402.93
8/28/2020	00376504	MOBILE AREA WATER AND SEWER SY	381.93
8/28/2020	00376505	MOBILE CO HEALTH DEPT	71,503.94
8/28/2020	00376506	MOBILE CO HOSPITAL BOARD	250,263.78
8/28/2020	00376507	MOBILE CO WATER SEWER AND FIRE	229.75
8/28/2020	00376508	MOFFETT ROAD ASSEMBLY OF GOD	100.00
8/28/2020	00376509	MOTLOW, JUDY	759.45
8/28/2020	00376510	MOTT MACDONALD	25,965.83
8/28/2020	00376511	MOWA BAND OF CHOCTAW INDIANS	1,000.00
8/28/2020	00376512	NEEL SCHAFFER INC	5,387.11
8/28/2020	00376513	POSTMASTER	240.00
8/28/2020	00376514	PROBATE COURT	23.00
8/28/2020	00376515	PUBLIC BUILDINGS ROADS AND BRI	250,263.78
8/28/2020	00376516	RUBY MEDIA LLC	1,400.00
8/28/2020	00376517	SAFARILAND LLC	590.00
8/28/2020	00376518	SARALAND CITY SCHOOL SYSTEM	26,065.42
8/28/2020	00376519	SARALAND CITY SCHOOL SYSTEM	13,032.71
8/28/2020	00376520	SARALAND CITY SCHOOL SYSTEM	26,065.42
8/28/2020	00376521	SATSUMA SCHOOL SYSTEM	12,229.84
8/28/2020	00376522	SATSUMA SCHOOL SYSTEM	6,114.92
8/28/2020	00376523	SATSUMA SCHOOL SYSTEM	12,229.84
8/28/2020	00376524	SEVEN HILL BAPTIST CHURCH	175.00
8/28/2020	00376525	SHARP ELECTRONICS CORP	798.55
8/28/2020	00376526	SHARP ELECTRONICS CORP	63.12
8/28/2020	00376527	SHI INTERNATIONAL CORP	6,135.47
8/28/2020	00376528	SHRED IT US HOLD CO INC	225.91
8/28/2020	00376529	SOUTH ALABAMA UTILITIES	900.00
8/28/2020	00376530	SOUTH ALABAMA VOLUNTEER LAWYER	7,500.00
8/28/2020	00376531	SPECIAL HIGHWAY TAX FUND	464,775.55
8/28/2020	00376532	SPROT PRINTER RIBBONS LLC	1,257.30
8/28/2020	00376533	ST JOAN OF ARC CHURCH	100.00
8/28/2020	00376534	STAPLES BUSINESS ADVANTAGE	1,362.48
8/28/2020	00376535	STRICKLAND PAPER CO INC	1,648.35
8/28/2020	00376536	SURETY LAND TITLE INC	1,330.00
8/28/2020	00376537	TALLASSEE AUTOMOTIVE INC	29,393.00
8/28/2020	00376538	THE PARTS HOUSE	1,292.96
8/28/2020	00376539	THINKGARD LLC	9,196.00
8/28/2020	00376540	TILLMANS CORNER COMMUNITY CENT	150.00
8/28/2020	00376541	TINDLE CONSTRUCTION LLC	2,087.20
8/28/2020	00376542	TOOMEY EQUIPMENT CO INC	12,950.00
8/28/2020	00376543	TOWN OF DAUPHIN ISLAND	457.97
8/28/2020	00376544	TRANE USA INC	212.40
8/28/2020	00376545	TRANSMISSION MAGICIANS	1,190.00
8/28/2020		TWIN CITY SECURITY LLC	23,799.42
8/28/2020		UNITED WAY OF SOUTHWEST ALABAM	50,000.00
8/28/2020	00376548	VOLKERT INC	37,524.94

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8/28/2020	00376549	WASTE MANAGEMENT INC	207.05
8/28/2020	00376550	WATER WORKS AND SEWER BOARD	15.00
8/28/2020	00376551	WEAVER AND SONS INC, HOSEA O	53,551.37
8/28/2020	00376552	WILLIAMSON, KATIE	45.00
8/28/2020	00376553	WILSON DISMUKES INC	1,999.99
8/28/2020	00376554	WILSON, KEITH	268.00
8/28/2020	00376555	XEROX CORP	631.20
9/1/2020	00376556	ACCURATE CONTROL EQUIPMENT INC	345.00
9/1/2020	00376557	ACE AUTO TINTING INC	260.00
9/1/2020	00376558	ADVANCED DISPOSAL SERVICES	1,210.51
9/1/2020	00376559	ALABAMA POWER CO	181,580.10
9/1/2020	00376560	ANDREWS HARDWARE CO INC	494.12
9/1/2020	00376561	AT AND T LONG DISTANCE SERVICE	154.95
9/1/2020	00376562	B AND H PHOTO VIDEO	235.87
9/1/2020	00376563	BAYOU FASTENERS AND SUPPLY INC	168.16
9/1/2020	00376564	BEEBES PEST AND TERMITE CONTRO	275.00
9/1/2020	00376565	BEST BUY BUSINESS ADVANTAGE AC	7,781.07
9/1/2020	00376566	BIS CONSULTING	8,050.00
9/1/2020	00376567	BLACKBOX NETWORK SERVICES	439.38
9/1/2020	00376568	BLAKELY JR, ROBERT L	40.00
9/1/2020	00376569	BOB BARKER CO INC	1,490.50
9/1/2020	00376570		54.00
9/1/2020	00376571	BUMPERS, DONTE	150.00
9/1/2020	00376572	CAMPER CITY	3,208.00
9/1/2020	00376573	CDC ENGINEERS	1,125.00
9/1/2020	00376574	CDW GOVERNMENT INC	433.75
9/1/2020	00376575	CENTURYLINK	158.95
9/1/2020	00376576	CHARM TEX	1,747.60
		CITY ELECTRIC SUPPLY	273.46
9/1/2020	00376578	COASTAL POLICE SUPPLY	2,048.97
9/1/2020	00376579	COMCAST CABLE	558.93
	00376580		417.90
	00376581		43.05
	00376582		371.50
	00376583		429.20
9/1/2020	00376584		10.33
9/1/2020	00376585	CUSTOM DESIGNS	750.00
9/1/2020	00376586		2,893.70
	00376587		669.00
9/1/2020	00376588	DISH	85.02
	00376589		69.57
9/1/2020	00376590		77.34
9/1/2020	00376591		35,550.00
9/1/2020	00376592	DOWNTOWN MOBILE DISTRICT MANAG	160,000.00
9/1/2020	00376593	ESRI	310.68
9/1/2020	00376594		26.30
	00376595		368.00
	00376596		123.71
	00376597		13,902.28
	00376598		1,000.00
	00376599		69.30
9/1/2020	00376600	HASTIE, KIM	237.10

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9/1/2020	00376601	HD SUPPLY FACILITIES MAINTENAN	244.82
	00376602	JACE CHANDLER AND ASSOC INC	665.00
9/1/2020		LOWES	101.64
9/1/2020	00376604	OFFICE DEPOT	644.79
9/1/2020	00376605	POWE, JACINTA	50.00
9/1/2020	00376606	ROBERTS, SONDRA	50.00
9/1/2020	00376607	S AND O ENTERPRISES	1,200.00
9/1/2020	00376608	SHARP ELECTRONICS CORP	182.93
9/1/2020	00376609	SMITH, LEE MACK	50.00
9/1/2020	00376610	SNAP ON TOOLS	554.40
9/1/2020	00376611	SPEEGLE HOFFMAN HOLMAN & HOLIF	9,758.00
9/1/2020	00376612	SPHERION STAFFING LLC	13,835.52
9/1/2020	00376613	STAPLES BUSINESS ADVANTAGE	1,161.28
9/1/2020	00376614	STRICKLAND PAPER CO INC	1,240.15
9/1/2020	00376615	SURETY LAND TITLE INC	11,000.00
9/1/2020	00376616	TAX MANAGEMENT ASSOCIATES INC	19,595.00
9/1/2020	00376617	THE PARTS HOUSE	923.54
9/1/2020	00376618	THOMPSON TRACTOR CO INC	6,380.52
9/1/2020	00376619	THOMSON	1,646.01
9/1/2020	00376620	THYSSENKRUPP ELEVATOR CORP	175.00
9/1/2020	00376621	TOOMEY EQUIPMENT CO INC	103.76
9/1/2020	00376622	TRANSMISSION MAGICIANS	3,700.00
9/1/2020	00376623	TRIPLE POINT INDUSTRIES LLC	3,079.51
9/1/2020	00376624	TRUCKIN UP	1,768.00
9/1/2020	00376625	TWIN CITY SECURITY LLC	15,533.52
9/1/2020	00376626	UNITED PARCEL SERVICE	31.00
9/1/2020	00376627	WARD INTERNATIONAL TRUCKS OF A	2,829.56
9/1/2020	00376628	WHITE, LIZZIE	145.00
9/1/2020	00376629	WILLIAMS, JOYCE G	140.00
9/1/2020	00376630	WILLIAMS, LYDIA BRINKLEY	140.00
9/1/2020	00376631	WILLIS, ANTONIE	150.00
9/1/2020	00376632	XEROX CORP	739.21
9/4/2020	00376633	JORDAN, CAROLINE	390.00
9/4/2020	00376634	ADMINISTRATIVE OFFICE OF COURT	165,197.28
9/4/2020	00376635	AL DEPT OF ENVIRONMENTAL MANAG	1,385.00
9/4/2020	00376636	ALABAMA DEPARTMENT OF LABOR	40.00
9/4/2020	00376637	ALABAMA DEPT OF FORENSIC SCIEN	40,833.26
9/4/2020	00376638	ALABAMA DEPT OF TRANSPORTATION	4,322.77
9/4/2020	00376639	ALABAMA MEDIA GROUP	808.07
9/4/2020	00376640	ALABAMA MEDIA GROUP	447.70
9/4/2020	00376641	ALABAMA MEDIA GROUP	440.30
9/4/2020	00376642	ALABAMA MEDIA GROUP	338.25
9/4/2020	00376643	ALABAMA MEDIA GROUP	332.75
	00376644	ALABAMA PIPE AND SUPPLY CO INC	6,594.40
9/4/2020	00376645	ALABAMA POWER CO	51.07
9/4/2020	00376646	ALABAMA POWER CO	43.02
9/4/2020	00376647	ALABAMA POWER CO	120.45
9/4/2020	00376648	ALABAMA POWER CO	47.14
9/4/2020	00376649	ALABAMA POWER CO	81.77
9/4/2020		ALABAMA POWER CO	185.30
		ALABAMA POWER CO	336.72
9/4/2020	00376652	ANDREWS HARDWARE CO INC	5.28

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9/4/2020	00376653	AS AND G CLAIMS ADMINISTRATION	15,935.95
9/4/2020	00376654	AS AND G CLAIMS ADMINISTRATION	6 <b>,</b> 572 <b>.</b> 55
9/4/2020	00376655	AS AND G CLAIMS ADMINISTRATION	6,414.75
9/4/2020	00376656	AT AND T	1,481.84
9/4/2020	00376657	AVERY, MICHAEL T	92.00
9/4/2020	00376658	AZALEA CITY CHURCH OF CHRIST	390.00
9/4/2020	00376659	BEST BUY BUSINESS ADVANTAGE AC	299.99
9/4/2020	00376660	BLUEALLY TECHNOLOGY SOLUTIONS	9,092.00
9/4/2020	00376661	BRIDGE INC, THE	85,453.33
9/4/2020	00376662	BURK KLEINPETER INC	2,437.15
9/4/2020	00376663	C AND H CONSTRUCTION SERVICES	2,100.00
9/4/2020	00376664	CAMPER CITY	129.00
9/4/2020	00376665	CENTER POINTE ASSEMBLY	390.00
9/4/2020	00376666	CENTURYLINK	86.16
9/4/2020	00376667	CENTURYLINK	104.66
9/4/2020	00376668	CHRISTIAN LIFE CHURCH	390.00
9/4/2020	00376669	CITY ELECTRIC SUPPLY	260.00
9/4/2020	00376670	CPC SOFTWARE SOLUTIONS	51.47
9/4/2020	00376671	DADE PAPER AND BAG CO	864.10
9/4/2020	00376672	DAKINSTREET ARCHITECTS LLC	4,498.49
9/4/2020	00376673	DAVIS, STEVEN	11.50
9/4/2020	00376674	DAYSPRING BAPTIST CHURCH	390.00
9/4/2020	00376675	DICKSON, KAYLA ELIZABETH	264.00
9/4/2020	00376676	DISPLAY GALLERY INC	2,214.00
9/4/2020	00376677	DOGVACCINE4LESS.COM	1,327.20
9/4/2020	00376678	EVANS	186.75
9/4/2020	00376679	GASOLINE TAX FUND	145,138.90
9/4/2020	00376680	GENERAL FUND	8,556.44
9/4/2020	00376681	GENERAL FUND	200,991.20
9/4/2020	00376682	GEOTECHNICAL ENGINEERING TESTI	6,046.18
9/4/2020	00376683	GLOBAL INDUSTRIES SE	326.48
9/4/2020		GOLDEN TOUCH COMMERCIAL CLEANI	3,500.00
9/4/2020			14,607.30
9/4/2020	00376686	HASLER INC	30,000.00
9/4/2020	00376687	HAVEN HILL EGG CO INC	32.70
9/4/2020	00376688	HILLER SYSTEMS INC	450.00
9/4/2020	00376689	HON COMPANY, THE	3,310.62
9/4/2020	00376690	ICE PLANT INC	101.25
9/4/2020	00376691	ID WHOLESALER	71.20
9/4/2020	00376692		1,034.85
9/4/2020	00376693	KIMLEY HORN AND ASSO INC	3,038.12
9/4/2020	00376694	LANE, TRAVIS	100.00
9/4/2020	00376695	LOWES	2,367.09
9/4/2020	00376696	MOBILE AREA CHAMBER OF COMMERC	15.00
9/4/2020	00376697	MOBILE CO HEALTH DEPT	68,832.00
9/4/2020	00376698	MOBILE CONVENTION AND VISITORS	•
9/4/2020	00376699		470.40
9/4/2020	00376700	MONTGOMERY ADVERTISER	452.76
9/4/2020	00376701		6,000.00
9/4/2020	00376702	NEEL SCHAFFER INC	2,652.47
9/4/2020	00376703		537.24
9/4/2020	00376704	OH KNEEL PUBLISHING	500.00

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9/4/2020	00376705	PAINT STORE, THE	109.35
9/4/2020	00376706	PUBLIC BUILDINGS ROADS AND BRI	157,057.00
9/4/2020	00376707	QUADIENT LEASING USA INC	23,667.60
9/4/2020	00376708	REAPPRAISAL FUND	3,659.02
9/4/2020	00376709	RIVERS, CLIFFORD A	14,700.00
9/4/2020	00376710	ROSTEN, PETER	2,692.30
9/4/2020	00376711	S AND S SUPPLIES	27,708.72
9/4/2020	00376712	SHARP ELECTRONICS CORP	142.23
9/4/2020	00376713	SHERWIN WILLIAMS CO	366.52
9/4/2020	00376714	SHI INTERNATIONAL CORP	169.91
9/4/2020	00376715		307.47
9/4/2020	00376716		1,135.25
9/4/2020	00376717	SPROT PRINTER RIBBONS LLC	796.70
9/4/2020	00376718	STAPLES BUSINESS ADVANTAGE	981.27
9/4/2020	00376719	STRICKLAND PAPER CO INC	1,544.00
9/4/2020	00376720	TOOMEY EQUIPMENT CO INC	1,667.65
9/4/2020	00376721	TRANE USA INC	1,357.49
9/4/2020	00376722	TRUCKIN UP	300.00
9/4/2020	00376723		6,143.20
9/4/2020	00376724		1,634.84
9/4/2020		USSSA INDEPENDENT UMPIRES ASSN	•
9/4/2020	00376726	VULCAN MATERIALS CO	39,203.93
9/4/2020	00376727	W AND L PROPERTIES LLC	3,500.00
9/4/2020	00376728	WALCO INC	1,117.80
9/4/2020	00376729	WALKER, LEAH	390.00
9/4/2020	00376730	WARD INTERNATIONAL TRUCKS OF A	•
9/4/2020 9/4/2020	00376731 00376732	WARREN, ALLEN E WASTE SERVICES LLC	1,600.00 1,230.00
9/4/2020		WEST MARINE	36.96
9/4/2020	00376734	WILLIAMS, CAMERON	390.00
9/4/2020			14.95
9/4/2020		XEROX CORP	161.01
9/8/2020		3M COMPANY	2,316.17
9/8/2020	00376738	A AND M PORTABLES INC	85.00
9/8/2020	00376739	A T AND T MOBILITY	79.98
9/8/2020	00376740	ACE AUTO TINTING INC	560.00
9/8/2020	00376741	ADVANCED DISPOSAL SERVICES	523.94
9/8/2020	00376742	AIRWIND INC	5,000.00
9/8/2020	00376743	ALABAMA INSTITUTE FOR THE DEAF	451.45
9/8/2020	00376744	ALABAMA MEDIA GROUP	432.90
9/8/2020	00376745	ALABAMA MEDIA GROUP	324.50
9/8/2020	00376746	ALABAMA POWER CO	184.01
9/8/2020	00376747	ALABAMA POWER CO	137.69
9/8/2020	00376748	ALABAMA POWER CO	389.00
9/8/2020	00376749	ALABAMA POWER CO	133.62
9/8/2020	00376750		1.44
9/8/2020		ALABAMA POWER CO	706.36
9/8/2020		ALABAMA POWER CO	1,812.11
9/8/2020		ALABAMA POWER CO	7,890.32
9/8/2020	00376754		77.32
9/8/2020	00376755		10,577.59
9/8/2020	00376756	ALABAMA POWER CO	325.78

CHECK DATE	CHECK #	VENDOR	AMOUNT
9/8/2020	00376757	ALABAMA POWER CO	656.46
		ALABAMA POWER CO	98.21
9/8/2020	00376759	ALABAMA POWER CO	4,097.53
9/8/2020	00376760	ALABAMA POWER CO	25.83
9/8/2020	00376761	ALABAMA POWER CO	2,303.95
9/8/2020	00376762	ALABAMA STATE BAR	162.50
9/8/2020	00376763	ALSTON REFRIGERATION CO INC	131.25
9/8/2020	00376764	AMERICAN FOODS INC	2,291.81
9/8/2020	00376765	ANDREWS HARDWARE CO INC	199.93
	00376766	ARROW MAGNOLIA	1,040.40
9/8/2020	00376767	AT AND T	117.70
9/8/2020	00376768	BEST BUY BUSINESS ADVANTAGE AC	419.14
9/8/2020	00376769	BLACKLIDGE EMULSIONS INC	2,696.40
9/8/2020	00376770	BOB BARKER CO INC	445.65
9/8/2020	00376771	BORDEN DAIRY COMPANY	1,333.40
9/8/2020	00376772	BWI COMPANIES INC	153.08
9/8/2020	00376773	CDW GOVERNMENT INC	835.32
9/8/2020	00376774	CHILLYS LLC	40.00
9/8/2020	00376775	CHRIS MYERS AUTOMOTIVE	86.12
9/8/2020	00376776	CITY ELECTRIC SUPPLY	642.00
9/8/2020	00376777	CITY OF MOBILE	50.00
9/8/2020	00376778	CLASSIC PAINT AND BODY INC	6,343.11
9/8/2020	00376779	COCA-COLA BOTTLING COMPANY UNI	970.65
9/8/2020	00376780	COLEMAN, BYRON OWEN	600.00
9/8/2020	00376781	COMCAST CABLE	7.38
9/8/2020	00376782	COMCAST CABLE	12.64
9/8/2020	00376783	COVINGTON AND SONS LLC	133.50
9/8/2020	00376784	COWIN EQUIPMENT CO INC	186.34
9/8/2020	00376785	CUSTOM DESIGNS	230.00
9/8/2020	00376786	DADE PAPER AND BAG CO	1,015.93
9/8/2020	00376787	ELECTRONIC SUPPLY CO	231.73
9/8/2020	00376788	FEDERAL EXPRESS CORP	69.00
9/8/2020	00376789	GOODYEAR COMMERCIAL TIRE AND S	9,734.08
9/8/2020	00376790	HOLY NAME OF JESUS CATHOLIC CH	175.00
9/8/2020	00376791	J A DAWSON & CO	3,027.18
9/8/2020	00376792	JOHN G WALTON CONSTRUCTION CO	100,694.36
9/8/2020	00376793	JOHN G WALTON CONSTRUCTION CO	138,616.91
9/8/2020	00376794	JONES WALKER	1,050.00
9/8/2020	00376795	JONES WELDING CO INC	225.00
9/8/2020	00376796	KENWORTH OF MOBILE INC	13,985.06
9/8/2020	00376797	KITTRELL AUTO GLASS LLC	250.00
9/8/2020	00376798	LATON CLEANING SERVICES	650.00
9/8/2020	00376799	LAWSON PRODUCTS INC	137.00
9/8/2020	00376800	LESRO INDUSTRIES	8,258.40
9/8/2020	00376801	LYNN E YONGE MD	2,667.00
9/8/2020	00376802	M AND A STAMP CO	224.40
9/8/2020	00376803	MARTIN MARIETTA MATERIALS	4,727.30
9/8/2020	00376804	MCCONNELL AUTOMOTIVE CORP	2,809.82
9/8/2020	00376805	MCDONALD MUFFLER	1,400.00
9/8/2020	00376806	MEDIACOM	56.83
	00376807	MEDICAL SUPPLIES DEPOT INC	51.00
9/8/2020	00376808	MERCHANTS FOOD SERVICE	9,771.52

CHECK DATE	CHECK #	VENDOR	AMOUNT
0/0/2020	00276000	MEDEDICAL MILLIAM	1 200 00
9/8/2020	00376809	MEREDITH, WILLIAM	1,200.00
9/8/2020	00376810	MINGLEDORFFS INC MITCHELL 1	3,150.00
9/8/2020			1,728.00
9/8/2020	00376812 00376813	MITCHELL, RICHARD A	155.00
9/8/2020		MOBILE ACRUALE CO	
9/8/2020 9/8/2020	00376814	MOBILE REPORT CO	2,940.00
	00376815	MOBILE FENCE CO MOFFETT ROAD ACE HARDWARE LLC	8,456.58
9/8/2020	00376816		159.88
9/8/2020 9/8/2020	00376817 00376818	MONTGOMERY ADVERTISER MULLINAX FORD OF MOBILE LLC	540.96
9/8/2020	00376819	NEC CORPORATION OF AMERICA	13,964.02 49,585.47
9/8/2020	00376819		
	00376820	NEXAIR LLC	911.59
9/8/2020		NORTHERN TOOL AND EQUIPMENT	759.98
9/8/2020	00376822	OEC BUSINESS SUPPLIES	154.72 4,387.89
9/8/2020	00376823	OFFICE DEPOT	
9/8/2020	00376824 00376825	OLENSKY BROTHERS OFFICE PRODUC	10,778.78
9/8/2020		PACE ANALYTICAL SERVICES LLC	1,701.67
9/8/2020	00376826	PICTOMETRY INTERNATIONAL CORP	
9/8/2020	00376827 00376828	PIERCE LEDYARD PC	125.00
9/8/2020		PORT CITY TRAILERS	60.00
9/8/2020	00376829	PRINTING PLUS	235.02
9/8/2020	00376830	PROBATE COURT	5.50
9/8/2020	00376831	RANGER ENVIRONMENTAL SERVICES	436.65
9/8/2020	00376832	REGIONS BANK	87.50
9/8/2020	00376833	REPUBLIC SERVICES 986	503.69
9/8/2020	00376834 00376835	RUSSELL THOMPSON BUTLER AND HO	5,000.00
9/8/2020	00376835	S AND S SPRINKLER CO LLC SERVICEMASTER ADVANCED CLEANIN	300.00
9/8/2020 9/8/2020	00376836	SHARP ELECTRONICS CORP	4,342.52
9/8/2020	00376838	SHARP ELECTRONICS CORP	544.10
9/8/2020	00376839	SOUTH ALABAMA UTILITIES	
9/8/2020	00376839	SOUTH ALABAMA UTILITIES SOUTH ALABAMA UTILITIES	76.97 220.14
9/8/2020	00376841	SOUTH ALADAMA UTILITIES SOUTHERN APPEAL LANDSCAPE MANA	441.25
9/8/2020	00376841	SPECTRONICS INC	239.00
	00376843	SPROT PRINTER RIBBONS LLC	344.00
9/8/2020	00376844	STAPLES BUSINESS ADVANTAGE	8,125.50
	00376845	SURETY LAND TITLE INC	147.50
9/8/2020	00376846	SURETY LAND TITLE INC	295.00
9/8/2020	00376847	TAX MANAGEMENT ASSOCIATES INC	8,200.00
9/8/2020	00376848	TWIN CITY SECURITY LLC	4,958.44
9/8/2020	00376849	UNITED STATES POSTAL SERVICE	364.00
	Total Cla	ims Paid for General Invoices	\$ 9,672,808.24
0/2/2020	00000405	MODILE CO ACCOUNTS DAVADLE ACC	127 040 00
9/3/2020 8/24/2020	00000405 00001025	MOBILE CO ACCOUNTS PAYABLE ACC MOBILE CO ACCOUNTS PAYABLE ACC	127,840.00 536,189.32
8/24/2020	00001025	MOBILE CO ACCOUNTS PAYABLE ACC	
8/2//2020	00001026	MOBILE CO ACCOUNTS PAYABLE ACC	6,364.60 35,550.00
8/20/2020		MOBILE CO ACCOUNTS PAYABLE ACC	
8/24/2020		MOBILE CO ACCOUNTS PAYABLE ACC	
8/27/2020		MOBILE CO ACCOUNTS PAYABLE ACC	
9/3/2020	00001058	MOBILE CO ACCOUNTS PAYABLE ACC	77,690.36
J/ J/ ZUZU	00001033	MODITE CO ACCOUNTS PATABLE ACC	11,090.30

CHECK DATE	CHECK #		VENDOR		AMOUNT
9/8/2020	00001060	MOBILE CO	ACCOUNTS	PAYABLE ACC	100,694.36
8/20/2020	00001074	MOBILE CO	ACCOUNTS	PAYABLE ACC	103,124.59
8/24/2020	00001075	MOBILE CO	ACCOUNTS	PAYABLE ACC	63,531.21
8/27/2020	00001076	MOBILE CO	ACCOUNTS	PAYABLE ACC	1,330.00
9/8/2020	00001077	MOBILE CO	ACCOUNTS	PAYABLE ACC	442.50
8/24/2020	00001090	MOBILE CO	ACCOUNTS	PAYABLE ACC	9,574.84
8/27/2020	00001091	MOBILE CO	ACCOUNTS	PAYABLE ACC	14,499.27
8/20/2020	00001235			PAYABLE ACC	2,049.24
8/27/2020	00001236	MOBILE CO	ACCOUNTS	PAYABLE ACC	32,450.32
9/3/2020	00001237	MOBILE CO	ACCOUNTS	PAYABLE ACC	6,882.15
9/8/2020	00001238			PAYABLE ACC	1,298.36
8/20/2020	00001268	MOBILE CO	ACCOUNTS	PAYABLE ACC	22,045.25
8/24/2020	00001269			PAYABLE ACC	29,323.01
8/20/2020	00001399			PAYABLE ACC	7,714.59
8/24/2020	00001400			PAYABLE ACC	23,672.06
8/27/2020	00001401			PAYABLE ACC	86,088.87
9/3/2020	00001402			PAYABLE ACC	440.00
9/8/2020	00001403			PAYABLE ACC	138,616.91
8/24/2020	00001508			PAYABLE ACC	89,442.18
9/8/2020	00001509			PAYABLE ACC	5.50
8/20/2020	00001710			PAYABLE ACC	6,285.52
8/20/2020	00001764			PAYABLE ACC	50,347.96
8/27/2020	00001765			PAYABLE ACC	50,589.34
8/31/2020	00001766			PAYABLE ACC	11,175.00
9/3/2020	00001767			PAYABLE ACC	160,357.36
9/8/2020	00001768			PAYABLE ACC	53,960.58
8/20/2020	00002081	MOBILE CO		PAYABLE ACC	8,822.00
8/24/2020	00002082	MOBILE CO		PAYABLE ACC PAYABLE ACC	8,978.87 32,971.72
8/20/2020 8/24/2020	00002085			PAYABLE ACC	46,072.08
8/27/2020	00002080			PAYABLE ACC	11,943.77
9/3/2020	00002087			PAYABLE ACC	213,979.15
8/20/2020	00002000			PAYABLE ACC	40,990.33
8/28/2020	00002951		PAYROLL A		32,791.09
8/31/2020	00002952			PAYABLE ACC	0.20
8/31/2020	00002954			TAX ACCOUNT	2,446.05
9/3/2020	00002955			PAYABLE ACC	17,250.00
9/8/2020	00002956			S RETIREMENT	2,713.64
8/20/2020	00004897		_	PAYABLE ACC	
8/24/2020	00004898			PAYABLE ACC	940.00
8/27/2020	00004899		PAYROLL A		422,068.61
8/28/2020	00004900			TAX ACCOUNT	30,821.01
9/8/2020	00004901			S RETIREMENT	74,484.63
8/20/2020	00005114			PAYABLE ACC	2,295.00
8/27/2020	00005115	MOBILE CO	ACCOUNTS	PAYABLE ACC	911.18
8/27/2020	00005116		PAYROLL A		5,460.80
8/28/2020	00005117	MOBILE CO	FEDERAL '	TAX ACCOUNT	383.46
9/8/2020	00005118			S RETIREMENT	1,087.90
8/20/2020	00006754	MOBILE CO	ACCOUNTS	PAYABLE ACC	42,994.10
8/24/2020	00006755	MOBILE CO	ACCOUNTS	PAYABLE ACC	8,875.92
8/27/2020	00006756	MOBILE CO	ACCOUNTS	PAYABLE ACC	270.00
8/27/2020	00006757	MOBILE CO	PAYROLL A	ACCOUNT	123,764.91

September 14, 2020

CHECK			
DATE	CHECK #	VENDOR	AMOUNT
8/28/2020	00006758	MOBILE CO FEDERAL TAX ACCOUNT	9,163.73
8/31/2020	00006759	MOBILE CO ACCOUNTS PAYABLE ACC	23,525.90
9/3/2020	00006760	MOBILE CO ACCOUNTS PAYABLE ACC	12,357.27
9/8/2020	00006761	MOBILE CO EMPLOYEES RETIREMENT	22,699.01
9/8/2020	00006762	MOBILE CO ACCOUNTS PAYABLE ACC	429,655.00
8/27/2020	00010431	MOBILE CO ACCOUNTS PAYABLE ACC	29,461.81
9/3/2020	00010432	MOBILE CO ACCOUNTS PAYABLE ACC	7,271.99
8/20/2020	00014414	MOBILE CO ACCOUNTS PAYABLE ACC	72,433.23
8/24/2020	00014415	MOBILE CO ACCOUNTS PAYABLE ACC	97,567.74
8/27/2020	00014416	MOBILE CO ACCOUNTS PAYABLE ACC	63,147.29
8/31/2020	00014417	MOBILE CO ACCOUNTS PAYABLE ACC	24,482.00
9/3/2020	00014418	MOBILE CO ACCOUNTS PAYABLE ACC	102,187.64
9/8/2020	00014419	MOBILE CO ACCOUNTS PAYABLE ACC	69,988.64
8/20/2020	00082735	MOBILE CO ACCOUNTS PAYABLE ACC	1,422,702.66
8/24/2020	00082736	MOBILE CO ACCOUNTS PAYABLE ACC	104,197.37
8/27/2020	00082737	MOBILE CO ACCOUNTS PAYABLE ACC	3,050,857.58
8/27/2020	00082738	MOBILE CO PAYROLL ACCOUNT	2,175,366.10
8/28/2020	00082739	MOBILE CO FEDERAL TAX ACCOUNT	160,000.94
8/28/2020	00082740	MOBILE CO PAYROLL ACCOUNT	468,020.85
8/31/2020	00082741	MOBILE CO ACCOUNTS PAYABLE ACC	556,943.35
8/31/2020	00082742	MOBILE CO FEDERAL TAX ACCOUNT	31,036.07
8/31/2020	00082743	MOBILE CO PAYROLL ACCOUNT	402.24
9/2/2020	00082744	MOBILE CO FEDERAL TAX ACCOUNT	31.40
9/3/2020	00082745	MOBILE CO ACCOUNTS PAYABLE ACC	576,801.51
9/8/2020	00082746	MOBILE CO EMPLOYEES RETIREMENT	389,533.82
9/8/2020	00082747	MOBILE CO ACCOUNTS PAYABLE ACC	253,036.45
9/9/2020	00376850	STAPLES BUSINESS ADVANTAGE	144.95
9/9/2020	00376851	AMERICAN TRAFFIC SAFETY SERVIC	83.00
· · · · · ·			
	Total Claims Paid for Treasury Division		\$13,614,354.16
		Total Claims Paid	\$23,287,162.40

Motion carried unanimously.

## AGENDA #2

# APPROVE INVESTMENT PURCHASE OF COUNTY FUNDS BY TREASURER/AUGUST 2020

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve investment purchase of County funds by the Treasurer for August 2020.

# APPROVE CORRECTION/AUGUST 24, 2020 MINUTES, AGENDA ITEM #37

The Commission approved this item at its conference on Thursday, September 10, 2020, as follows:

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve correction in the August 24, 2020 Minutes, Agenda Item #37 to include relocation of the following voting precinct that was inadvertently omitted:

#### PRECINCT 11

From: Lafitte Baptist Church

3201 Lafitte Road Saraland, AL 36571

To: Destination Church

1601 Celeste Road Saraland, AL 36571

Motion carried unanimously.

## AGENDA #4

APPROVE RENEWAL OF AGREEMENT/HEARTLAND PAYMENT SOLUTIONS DOING BUSINESS AS HEARTLAND SCHOOL SOLUTIONS/JAMES T. STRICKLAND YOUTH CENTER

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve renewal of agreement with Heartland Payment Solutions doing business as Heartland School Solutions in the amount of \$497.50, for the period August 1, 2020 through July 31, 2021, for the Child Nutrition Program menu planning software support services, for the James T. Strickland Youth Center, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

APPROVE RENEWAL/MAINTENANCE AGREEMENT/ SIGMA OFFICE SYSTEMS, INC./PROBATE COURT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve renewal of one (1) year maintenance agreement with Sigma Office Systems, Inc. in the amount of \$5,000.00, for the period September 2, 2020 through September 1, 2021, for printers, for Probate Court, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #6

APPROVE APPLICATION FOR TRANSFER OF LIQUOR LICENSE/V AND S 2, LLC/WEST MOBILE LIQUOR/DISTRICT 3

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve application of V and S 2, LLC, for transfer of lounge retail liquor license - Class II (package store), for West Mobile Liquor, from 2502 Schillinger Road South, Store 3, Mobile, Alabama 36695, to 2502 Schillinger Road South, Suite 7, Mobile, Alabama 36695. (District 3)

Motion carried unanimously.

#### AGENDA #7

APPROVE CDP-318-20/CONTRACT/VETERANS RECOVERY RESOURCES/DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-318-20, contract with Veterans Recovery Resources in the amount of \$100,000.00, from District 3 funds, for operational expenses, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

APPROVE EFP-317-20/CONTRACT/PEARL HASKEW ELEMENTARY PARENT TEACHER ORGANIZATION (PTO)/DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-317-20, contract with Pearl Haskew Elementary Parent Teacher Organization (PTO) in the amount of \$2,144.75, from District 3 funds, to purchase technology equipment, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #9

APPROVE CDP-319-20/CONTRACT/FEEDING THE GULF COAST/DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-319-20, contract with Feeding the Gulf Coast in the amount of \$1,500.00, from District 3 funds, for a food drive in Irvington, Alabama, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #10

APPROVE TERMINATION/CONTRACT/IRBY-OVERTON VETERINARY HOSPITAL, P.C. DOING BUSINESS AS OVERTON VETERINARY HOSPITAL/MOBILE COUNTY ANIMAL SHELTER

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve termination of contract for veterinary services with Irby-Overton Veterinary Hospital, P.C. doing business as Overton Veterinary Hospital at the Mobile County Animal Shelter, by mutual agreement, effective September 14, 2020, and authorize the President of the Commission to execute the termination of contract on behalf of Mobile County.

APPROVE EFP-145-20/CONTRACT/BISHOP STATE COMMUNITY COLLEGE FOUNDATION/DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-145-20, contract with Bishop State Community College Foundation in the amount of \$5,000.00, from District 1 funds, for its scholarship fund, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #12

APPROVE APPLICATION OF LIQUOR LICENSE/SAI SR, LLC/WILMER WINE AND LIQUOR/DISTRICT 2

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve application of SAI SR, LLC, for lounge retail liquor license - Class II (package store), for Wilmer Wine and Liquor, 13433 Moffett Road, Suite B, Wilmer, Alabama 36587. (District 2)

Motion carried unanimously.

### AGENDA #13

APPROVE AWARDING BID/CIP-2017-014/
AMERICANS WITH DISABILITIES ACT (ADA)
UPGRADES AT VARIOUS BUILDINGS/TINDLE
CONSTRUCTION, LLC/MOBILE COUNTY COMMISSION

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve awarding bid for CIP-2017-014, Americans with Disabilities Act (ADA) Upgrades at Various Buildings, to Tindle Construction, LLC for a total bid of \$1,116,392.00, for Mobile County Commission.

APPROVE AMENDMENT #1/GOODWYN, MILLS, AND CAWOOD, INC./CIP-2019-001L/AFRICATOWN HERITAGE HOUSE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Amendment #1 with Goodwyn, Mills, and Cawood, Inc., for CIP-2019-001L, Africatown Heritage House. The amendment will increase the contract by \$24,500.00 to provide enhanced civil engineering services for parking and other site improvements. The new total will be \$62,000.00, and authorize the President of the Commission to execute the amendment on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #15

APPROVE CONTRACT/THE GROUNDS/CONDUCT POLL WORKER TRAINING/PROBATE COURT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve contract with The Grounds for rental of the Grand Ballroom in the estimated amount of \$2,800.00, October 20, 2020 through October 24, 2020 and October 30, 2020 through October 31, 2020, to conduct Poll Worker training in accordance with Centers for Disease Control and Prevention (CDC) recommendations for social distancing amid the COVID-19 pandemic, for Probate Court, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #16

APPROVE RENEWAL/AUXILIARY AUDIT
AGREEMENT/AVENU INSIGHTS & ANALYTICS,
LLC/LICENSE COMMISSIONER'S OFFICE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve renewal of auxiliary audit agreement with AVENU Insights & Analytics, LLC, for audit services for business license fees, sales and use taxes, rental/lease tax, lodging tax, and other taxes designated

by the County, for a three-year term for the License Commissioner's Office, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #17

HOLD PUBLIC HEARING/CONSIDER
RECOMMENDATIONS/SMALL BUSINESS
RELIEF GRANT PROGRAM COMMITTEE/
AWARD GRANTS TO LOCAL BUSINESSES
EXPERIENCING FINANCIAL HARDSHIP
WITH COVID-19 PUBLIC HEALTH CRISIS

President Carl asked if any citizen of the County wanted an opportunity to be heard, for or against, the recommendations from the Small Business Relief Grant Program Committee to award grants to fifty-four (54) local businesses that are experiencing financial hardship with the COVID-19 Public Health Crisis located within Mobile County, Alabama, for the purpose of promoting the economic and industrial development of the County in accordance with Amendment No. 772 of the Constitution of Alabama.

David Rodgers, Vice President of Economic Development, Mobile Area Chamber of Commerce: Commissioners, how are you?

President Jerry L. Carl: Good. Good to see you, sir.

David Rodgers: Thank you, all of you, for your time. I am here on behalf of the Mobile Area Chamber of Commerce to discuss being in favor of these fifty-four (54) applications. These fifty-four (54) applications represent three hundred eighty-six (386) employees in just this round alone. This was a very significant round for the Small Business Relief Grant Program. With the new parameters put in place, the average of these comes out to just over five thousand five hundred dollars (\$5,500.00) per application on this one here. It was two hundred ninety-seven thousand eight hundred eighty-nine dollars (\$297,889.00) that is being requested today. These companies are reaching out to us right now as they are in desperate need. You are making a very real impact to these employees and to these companies in Mobile County. Again, we do appreciate your leadership in that. Let me give you a quick recap of where we are currently today with the fifty-four (54) that are on this application. The volunteer committee, as of September 9, 2020, has provided to the County Commission recommendations for one hundred fifteen (115) grants.

Those grants represent nine hundred thirty-four thousand five hundred one dollars (\$934,501.00) and that represent six hundred ninety-seven (697) employees in Mobile County. Again, this program you designed is doing exactly what it was designed to do. I commend you for your leadership and your thought on this. We were just happy to be a small part of this. We have closed the application process. We are still on the final review of a handful of applications and we expect to have that done by Friday of this week. We will have our final meetings over the next couple of weeks to these applications. I am happy to answer any questions you may have.

Commissioner Connie Hudson: I just want to say thank you for your partnership and support. It has been tremendous and I am glad to hear this very favorable report and what it has meant to businesses within our community. That is exactly what it was intended to do. Thank you.

David Rodgers: Absolutely.

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#### AGENDA #18

APPROVE AWARD OF GRANT FUNDS/ BUSINESSES EXPERIENCING FINANCIAL HARDSHIP/COVID-19 PUBLIC HEALTH CRISIS

Commissioner Hudson moved, seconded by President Carl, that the Board approve award of grant funds to the following fifty-four (54) businesses in the following amounts that are experiencing financial hardship with the COVID-19 Public Health Crisis located within Mobile County, Alabama, for the purpose of promoting the economic and industrial development of the County in accordance with Amendment No. 772 of the Constitution of Alabama.

- Hope Creation, sole proprietorship in the amount of \$2,938.00, to be used for utilities expenses for one (1) employee for the next twelve (12) months.
- Chris & Carla's Enterprises Corporation in the amount of \$7,500.00, to be used for payroll, rent, and utilities expenses for six (6) employees for the next four (4) weeks.
- Cre-Port City Realty Corporation in the amount of \$7,500.00, to be used for rent expenses for two (2) employees for the next four (4) weeks.

- SOCU Restaurant-EB Eleven Ventures, LLC in the amount of \$10,000.00, to be used for payroll expenses for thirty (30) employees for the next four (4) weeks.
- Seven P's, LLC in the amount of \$5,000.00, to be used for payroll expenses for one (1) employee for the next three (3) months.
- 4-P Timber Company, LLC in the amount of \$4,384.00, to be used for payroll and utilities expenses for four (4) employees for the next three (3) months.
- Mobile Sports and Entertainment, LLC in the amount of \$10,000.00, to be used for rent expenses for forty-one (41) employees for the next two (2) months.
- Seaman Brand Oysters, Inc. in the amount of \$7,500.00, to be used for payroll and utilities expenses for four (4) employees for the next two (2) months.
- B&W Mail Ship and More, sole proprietorship in the amount of \$4,329.00, to be used for rent and utilities expenses for one (1) employee for the next three (3) months.
- Lockestar Cleaning Service, sole proprietorship in the amount of \$300.00, to be used for utilities expenses for one (1) employee for the next three (3) months.
- Alabama Music Box, LLC in the amount of \$6,248.00, to be used for payroll, rent, and utilities expenses for nine (9) employees for the next three (3) months.
- Residential, Private, and Commercial Services, sole proprietorship in the amount of \$7,050.00, to be used for payroll, rent, and utilities expenses for eleven (11) employees for the next three (3) months.
- The Merry Widow/Nuns & Hoses, LLC in the amount of \$7,500.00, to be used for payroll, rent, and utilities expenses for five (5) employees for the next two (2) months.
- S&A Machine Works, LLC in the amount of \$7,500.00, to be used for payroll expenses for eight (8) employees for the next two (2) months.
- Oyster Shell Strategy, LLC in the amount of \$7,500.00, to be used for payroll expenses for four (4) employees for the next four (4) weeks.

- Linda's Nails, sole proprietorship in the amount of \$7,500.00, to be used for payroll, rent, and utilities expenses for eight (8) employees for the next two (2) months.
- ICU Counseling & Mental Health Support Services, LLC in the amount of \$3,200.00, to be used for rent expenses for one (1) employee for the next three (3) months.
- Cowboy XM Motorsports Corporation in the amount of \$7,500.00, to be used for rent and utilities expenses for ten (10) employees for the next four (4) weeks.
- Geneva Sims, sole proprietorship in the amount of \$429.00, to be used for payroll, rent, and utilities expenses for two (2) employees for the next four (4) weeks.
- Nails By Princess, sole proprietorship in the amount of \$7,500.00, to be used for payroll, rent, and utilities expenses for three (3) employees for the next two (2) months.
- Master Seams Ltd. in the amount of \$2,482.00, to be used for rent and utilities expenses for one (1) employee for the next three (3) months.
- Alabama Hotels, LLC in the amount of \$10,000.00, to be used for payroll expenses for sixty-seven (67) employees for the next four (4) weeks.
- Kiel's Enterprises, LLC in the amount of \$5,818.00, to be used for rent and utilities expenses for seven (7) employees for the next three (3) months.
- The Rose Bud Flowers & Gifts, LLC in the amount of \$7,500.00, to be used for payroll expenses for twelve (12) employees for the next four (4) weeks.
- ISAM North America Corporation in the amount of \$7,500.00, to be used for payroll expenses for eight (8) employees for the next four (4) weeks.
- Shackle Free, sole proprietorship in the amount of \$7,500.00, to be used for payroll, rent, and utilities expenses for two (2) employees for the next four (4) weeks.
- Royal Barbers, sole proprietorship in the amount of \$3,600.00, to be used for rent and utilities expenses for one (1) employee for the next three (3) months.

- Port City Hospitality Group, LLC in the amount of \$7,500.00, to be used for utilities and business expenses for seventeen (17) employees for the next four (4) weeks.
- Jones Handwash Auto Detailing, sole proprietorship in the amount of \$1,650.00, to be used for rent and utilities expenses for seven (7) employees for the next three (3) months.
- Seize The Day, LLC in the amount of \$7,500.00, to be used for payroll expenses for seventeen (17) employees for the next four (4) weeks.
- CW Lee Ventures, LLC in the amount of \$7,500.00, to be used for payroll, rent, and utilities expenses for twelve (12) employees for the next four (4) weeks.
- Southern Crescent Transcription Services Corporation in the amount of \$4,050.00, to be used for rent and utilities expenses for six (6) employees for the next three (3) months.
- Haberdasher, LLC in the amount of \$7,500.00, to be used for payroll, rent, and utilities expenses for thirteen (13) employees for the next four (4) weeks.
- Angeleca Harris d/b/a Angie's Sweet Dough & Decorations, sole proprietorship in the amount of \$3,856.00, to be used for payroll, rent, and utilities expenses for one (1) employee for the next four (4) months.
- Premier Appraisals, LLC in the amount of \$7,500.00, to be used for rent and utilities expenses for one (1) employee for the next three (3) months.
- Cribella, LLC in the amount of \$7,500.00, to be used for payroll expenses for three (3) employees for the next two (2) months.
- Chez Peri Salon, LLC in the amount of \$3,846.00, to be used for rent and utilities expenses for five (5) employees for the next three (3) months.
- Hippie Fish, LLC in the amount of \$7,500.00, to be used for payroll and rent expenses for six (6) employees for the next three (3) months.
- Virgin Treasures, LLC in the amount of \$2,550.00, to be used for rent and utilities expenses for two (2) employees for the next three (3) months.

- Herz, LLC in the amount of \$1,573.00, to be used for utilities expenses for two (2) employees for the next three (3) months.
- Pop's Barbershop, sole proprietorship in the amount of \$2,218.00, to be used for rent and utilities expenses for one (1) employee for the next two (2) months.
- Frank R. Friedman, DMD, sole proprietorship in the amount of \$7,500.00, to be used for payroll, rent, and utilities expenses for six (6) employees for the next three (3) months.
- The People Beauty Supply, sole proprietorship in the amount of \$3,064.00, to be used for payroll, rent, and utilities expenses for three (3) employees for the next three (3) months.
- Andre's Unstoppable Lawn Care & Trash Haul, sole proprietorship in the amount of \$1,082.00, to be used for payroll and utilities expenses for two (2) employees for the next two (2) months.
- Lam Fulton Grocery, sole proprietorship in the amount of \$7,500.00, to be used for utilities and rent expenses for two (2) employees for the next three (3) months.
- Classic Beauty Salon and Spa, limited partnership in the amount of \$5,326.00, to be used for rent and utilities expenses for two (2) employees for the next three (3) months.
- Express Cleaning Services, LLC in the amount of \$7,500.00, to be used for payroll, rent, and utilities expenses for eight (8) employees for the next two (2) months.
- Hood2Trunk Automotive, LLC in the amount of \$300.00, to be used for utilities expenses for one (1) employee for the next three (3) months.
- Melissa's Quality Hair Care, sole proprietorship in the amount of \$2,786.00, to be used for payroll and utilities expenses for one (1) employee for the next three (3 months).
- Faye's Boutique, sole proprietorship in the amount of \$186.00, to be used for payroll and rent expenses for one (1) employee for the next four (4) weeks.

- Taste of Heaven, LLC in the amount of \$1,824.00, to be used for rent and utilities expenses for two (2) employees for the next two (2) months.
- Marion's Painting, sole proprietorship in the amount of \$5,194.00, to be used for payroll, rent, and utilities expenses for five (5) employees for the next two (2) months.
- Deirdre Sanders Enterprises, LLC d/b/a Sanders Sewing in the amount of \$7,500.00, to be used for payroll, rent, and utilities expenses for three (3) employees for the next four (4) weeks.
- Rayshe Builders and Repairs, LLC in the amount of \$2,606.00, to be used for payroll and utilities expenses for one (1) employee for the next three (3) months.

Commissioner Ludgood voted "No".

Motion carried.

AGENDA #19

APPROVE TERMINATION/MANAGEMENT, OPERATION, AND MAINTENANCE AGREEMENT/MOBILE UNITED FUTBOL CLUB/MOBILE COUNTY SOCCER COMPLEX

Commissioner Ludgood moved, seconded by Commissioner Hudson, that the Board approve termination of management, operation, and maintenance agreement with Mobile United Futbol Club to oversee the management, operation, and maintenance of the Mobile County Soccer Complex by mutual agreement of both parties, effective August 31, 2020, and authorize the President of the Commission to execute the termination of agreement on behalf of Mobile County.

APPROVE EFP-319-20/CONTRACT/DAWES
INTERMEDIATE PARENT TEACHER
ASSOCIATION (PTA)/DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-319-20, contract with Dawes Intermediate Parent Teacher Association (PTA) in the amount of \$73,000.00, from District 3 funds, to go toward the completion of the Playground With A Purpose Project, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #21

APPROVE CDP-320-20/CONTRACT/CITIZENS FOR A BETTER GRAND BAY, INC./DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-320-20, contract with Citizens For A Better Grand Bay, Inc. in the amount of \$25,000.00, from District 3 funds, for operational expenses for the Grand Bay Senior Center, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #22

APPROVE CDP-140-20/PROFESSIONAL SERVICES AGREEMENT/OH KNEEL PUBLISHING/DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-140-20, professional services agreement with Oh Kneel Publishing in the amount of \$6,000.00, from District 1 funds, to provide digital platform management and consultation services, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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# ADOPT RESOLUTION/AUTHORIZING RELOCATION OF POLLING SITE/PRECINCT NO. 83

The Commission adopted this item at its conference on Thursday, September 10, 2020, as follows:

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

WHEREAS, the Mobile County Commission has previously established precincts and voting centers or all Mobile County elections; and

WHEREAS, some of the existing voting centers are not large enough, in some cases due to spacing requirements related to the COVID-19 pandemic, the Governor's declaration of a state public health emergency and the orders of the State Health Officer; some are not suitably accessible, or are inconvenient due to traffic, parking and travel time issues; or for other reasons it is necessary to designate a new polling center; and

WHEREAS, the Mobile County Commission has determined that there exists a necessity for relocating voting centers to make it easier and more convenient for the citizens of Mobile County to vote; and

WHEREAS, a plan for alleviating the above conditions has been created for and studied by the Mobile County Commission;

**NOW THEREFORE,** in consideration of the premises, it is hereby resolved:

PREECINCT 83: The voting center for Precinct 83 is moved from  $\$ 

First Baptist Church of Irvington 9074 Irvington Bayou La Batre Hwy Irvington, AL 36544

То

First Evangelical Methodist 11329 Padgett Switch Road Irvington, AL 36544

## AGENDA #24

APPROVE AMENDING 2019 CAPITAL IMPROVEMENT PLAN/CIP-2019-012/UPGRADE VEHICLE FUELING SYSTEM AT FIVE (5) MOBILE COUNTY SITES/CIP-2019-010/VIRGINIA STREET RELOCATION

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve amending the 2019 Capital Improvement Plan to add project and estimated cost as follows:

CIP-2019-012
Upgrade Vehicle Fueling System
at five (5) Mobile County sites

\$211,215.37

This amendment creates Project CIP-2019-012, Upgrade Vehicle Fueling System at five (5) Mobile County sites, and decreases CIP-2019-010, Virginia Street Relocation by \$211,215.37.

Motion carried unanimously.

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#### AGENDA #25

APPROVE RECOMMENDATION/MOBILE COUNTY BOARD OF HEALTH/EXEMPT ORGANIZATIONS FROM PAYING FOOD AND LODGING FEES

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve recommendation of the Mobile County Board of Health to exempt the listed organizations for a one (1) year exemption from paying food and lodging fees, effective October 1, 2020 through September 30, 2021, as follows:

- Alabama Baptist Children's Home
- Alta Pointe
- Creekwood Church of Christ Meals on Wheels
- East Coast Migrant Head Start Project
- Feeding the Gulf Coast Food Bank
- Goodwill Easter Seals
- Government Street Presbyterian Meals on Wheels
- Mobile Association for Retarded Citizens

- Mulherin Custodial Home, Inc.
- Regional Association for Deaf & Blind
- Salvation Army
- Wilmer Hall Episcopal Children's Home

Motion carried unanimously.

#### AGENDA #26

ADOPT RESOLUTION/DESIGNATING PRECINCTS, POLLING PLACES, NUMBER OF BALLOT COUNTERS, ADA AUTOMARK DEVICES, AND EXPRESSVOTE ASSIST TERMINALS/NOVEMBER 3, 2020 GENERAL ELECTION

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

WHEREAS, the governing body of Mobile County, Alabama is required by Section 17-6-3, Code of Alabama (1975), as amended, to establish election precincts and to name and designate them numerically or alphabetically; and

WHEREAS, the governing body is further required by Section 17-6-4, id., to designate one or more voting places in each precinct and, where electronic voting machines are used, to determine the number of electronic voting machines for each voting place;

NOW, THEREFORE, the premises considered, the Mobile County Commission establishes and designates the election precincts and voting places, and assigns the number of electronic voting machines for each voting place, as are reflected on the attached Voter Precinct Manifest for the November 3, 2020 General Election.

#### AGENDA #27

AUTHORIZE ADVERTISEMENT FOR BIDS/ CCP-2019-001/NEW PARKING LOT FOR MOBILE COUNTY COMMUNITY CORRECTIONS BUILDING

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize advertisement for bids for CCP-2019-001, New Parking Lot for Mobile County Community Corrections Building.

Motion carried unanimously.

#### AGENDA #28

# ADOPT RESOLUTION/APPROVING HOLIDAY SCHEDULE/FISCAL YEAR 2020-2021

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

WHEREAS, the Mobile County Commission is authorized by Title 1-3-8 of the 1975 Code of Alabama to close the Court House and annexes thereto on Saturdays, Sundays, and Legal Holidays; AND

WHEREAS, it has been customary for all County offices
to be closed on certain legal holidays during the year;
THEREFORE, BE IT

**RESOLVED** by the Mobile County Commission in regular meeting convened this day that all offices in the Court House, wings and annexes are hereby authorized to be closed, as the Court House building will be closed on the following holidays, except as noted otherwise, during the fiscal year 2020-2021:

Columbus Day Veterans Day	Monday, October 12, 2020 Wednesday, November 11, 2020
Thanksgiving	Thursday, November 26, 2020 Friday, November 27, 2020
Christmas	Thursday, December 24, 2020 Friday, December 25, 2020
New Years	Friday, January 1, 2021
Martin Luther King, Jr. &	

Robert E. Lee's Birthday Monday, January 18, 2021

Mardi Gras Monday, February 15, 2021 Tuesday, February 16, 2021

\*\*Confederate Memorial Day Monday, April 26, 2021

Memorial Day Monday, May 31, 2021

Independence Day \*Monday, July 5, 2021

Labor Day Monday, September 6, 2021

The Mobile County Commission further grants all County employees one floating holiday to be taken between October 1, 2020 and September 30, 2021.

Adopted September 14, 2020

President Carl voted "No".

Motion carried.

#### AGENDA #29

APPROVE PROFESSIONAL SERVICES AGREEMENT/
AIRWIND, INC./POLL WORKER TRAINING
VIDEO SERIES/PROBATE COURT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve professional services agreement with Airwind, Inc. in the estimated amount of \$9,795.00, for Poll Worker Training Video Series for implementation of Electronic Poll Book System for the November 3, 2020 General Election, for Probate Court, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

ADOPT RESOLUTION/REVENUE COMMISSIONER'S
OFFICE AT THE MICHAEL SQUARE SHOPPING
CENTER LOCATION/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 items of technology equipment shown on the \*attached five (5) page list, assigned to the Revenue Commissioner, which are old, obsolete or no longer needed;

NOW, THEREFORE, be it resolved by the Mobile County Commission that the items of technology equipment shown on the \*attached five (5) page list be, and they are hereby declared SURPLUS and, where applicable, removed from the fixed assets list, to be disposed of by lawful means.

It is further DIRECTED that a copy of this resolution be entered upon the minutes of the regular meeting of the Mobile County Commission convened on the  $14^{\rm th}$  day of September, 2020.

#### \*Attachment on file in Administrator's Office

Motion carried unanimously.

#### AGENDA #31

APPROVE EFP-320-20/CONTRACT/B.C.
RAIN HIGH SCHOOL PARENT TEACHER
ORGANIZATION (PTO)/DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-320-20, contract with B.C. Rain High School Parent Teacher Organization (PTO) in the amount of \$61,659.20, from District 3 funds, for the

Football Program and Media Center, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #32

APPROVE PROFESSIONAL SERVICES AGREEMENT/
SUSAN J. LEE, M.S., R.D., L.D./JAMES
T. STRICKLAND YOUTH CENTER

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve professional services agreement with Susan J. Lee, M.S., R.D., L.D., for food service management consulting at the James T. Strickland Youth Center, for a term of one (1) year commencing October 1, 2020 and ending September 30, 2021, at an hourly rate of \$60.00, but not to exceed \$12,000.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #33

APPROVE PROFESSIONAL SERVICES
AGREEMENT/LYNN YONGE, M.D./
JAMES T. STRICKLAND YOUTH CENTER

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve professional services agreement with Lynn Yonge, M.D., for provision of medical care for juveniles at the James T. Strickland Youth Center, for a term of one (1) year commencing October 1, 2020 and ending September 30, 2021, for the annual sum of \$32,000.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

**Commissioner Connie Hudson:** Did we make the determination that is the first and last name?

Glenn L. Hodge, County Administrator: Yes, we did. We did separate it.

Commissioner Hudson: Alright.

Motion carried unanimously.

#### AGENDA #34

APPROVE CHANGE ORDER #1/HUGHES PLUMBING AND UTILITY/CCP-2018-006/MOUNT VERNON WASTE WATER TREATMENT PLANT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Change Order #1 with Hughes Plumbing and Utility for CCP-2018-006, Mount Vernon Waste Water Treatment Plant. This is a final summary change order and will reduce the contract amount by \$6,670.70, and authorize the President of the Commission to execute the Change Order on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #35

AUTHORIZE ADVERTISEMENT AND RECEIVING OF BIDS/PROJECT GMSA-2105-1A/ESCATAWPA HOLLOW PARK & CAMPGROUND IMRPOVEMENTS, PHASE 1A

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize advertisement and receiving of bids for Project GMSA-2105-1a, Escatawpa Hollow Park & Campground Improvements, Phase 1a.

Motion carried unanimously.

#### AGENDA #36

APPROVE AMENDMENT/CDP-209-20/SPONSORSHIP/ SOUTH ALABAMA JAG GALS/DISTRICT 2 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve amendment of CDP-209-20, \$500.00 sponsorship with South Alabama Jag Gals, to change

use of funds from Southern Belle Brunch and Bingo fundraiser and the 2020 Football Social Fundraiser, canceled due to COVID-19, to an online auction fundraiser.

Motion carried unanimously.

#### AGENDA #37

APPROVE CDP-238-20/SPONSORSHIP/PROVIDENCE HOSPITAL FOUNDATION/DISTRICT 2 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-238-20, sponsorship with Providence Hospital Foundation in the amount of \$2,000.00, from District 2 funds, for its Double Eagle Sponsorship of the Charity Golf Classic event.

Motion carried unanimously.

#### AGENDA #38

APPROVE CDP-239-20 AND CDP-142-20/ SPONSORSHIP/SENIOR CITIZEN SERVICES DOING BUSINESS AS VIA HEALTH, FITNESS, & ENRICHMENT/DISTRICT 2 AND 1 FUNDS

Commissioner Merceria Ludgood: I didn't remember doing this in the past, but it is a good idea.

Commissioner Connie Hudson: You didn't do it, I did. It all works out.

**President Jerry L. Carl:** That is one facility all three of us seem to help out. Is that where our districts come together? I did all of their parking lot, lights, and air conditioning last year.

W. Bryan Kegley II, County Engineer: Commissioner Ludgood, would you like for us to create a Commission District Project number for District 1 for the one thousand five hundred dollars (\$1,500.00)?

Commissioner Ludgood: Yes, create one for District 1.

W. Bryan Kegley II: Okay. Will do.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-239-20 and CDP-142-20, sponsorship with Senior Citizen Services doing business as Via Health, Fitness, & Enrichment in the amount of \$1,500.00 each for a total of \$3,000.00, from District 2 and 1 funds, for its 2020 Giving Campaign.

Motion carried unanimously.

#### AGENDA #39

## APPROVE COSTS/2020 GENERAL ELECTION TO BE HELD NOVEMBER 3, 2020

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve costs for the 2020 General Election to be held November 3, 2020, for the total amount of \$197,175.00, as follows:

Inspectors Chief Clerks Provisional Ballot			00.00 75.00		17,000.00 14,875.00
Officers	96	x \$1	50.00	\$	14,400.00
Assistant Clerks	688	x \$1	50.00	\$1	103,200.00
Supplemental Poll Worker Pay (2020 CARES Act F			50.00 ent)	\$	47,700.00
Total Election Pay Day				\$ 2	197,175.00
Inspectors Chief Clerks Provisional Ballot			30.00	\$ \$	2,550.00 2,550.00
Officers Assistant	96	x \$	15.00	\$	1,440.00
Clerks	688	х \$	15.00	\$	10,320.00
Standby Poll Workers	100	х \$	15.00	\$	1,500.00
Total Poll Worker Training			\$	18,360.00	
Mandatory SECOND Poll Worker Training					
Inspectors Chief Clerks Provisional Ballot			30.00	\$ \$	2,550.00 2,550.00
Officers	96	х \$	15.00	\$	1,440.00
Total SECOND Poll Worker Training for all Inspectors, Chief Clerks, and					
Provisional Ballo				\$	6,540.00

Mileage \$0 Cell Phone	.575 @ 1,300 miles 85 x \$5.00 each	\$ \$	748.00 425.00
Total Cost		\$	1,173.00
Returning Officer Manager Clerks Supplemental Poll	1 @ \$200.00 1 @ \$200.00 38 @ \$150.00	\$ \$ \$	
Worker Pay	40 x \$ 50.00	\$	2,000.00
40 Total Absentee	Election Officials	\$	8,100.00
Motion carried unanimously.			

#### AGENDA #40

APPROVE RENTAL CONTRACT/MOBILE POPCORN COMPANY, INC. & MOBILE PARTY RENTALS, LLC/JAMES T. STRICKLAND YOUTH CENTER

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve rental contract with Mobile Popcorn Company, Inc. & Mobile Party Rentals, LLC for rental of a tent to shade persons waiting for court hearings at the James T. Strickland Youth Center, due to COVID-19, at a cost of \$485.00 per month plus one-time delivery fee of \$165.00, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #41

APPROVE CONTRACT/SPHERION STAFFING SERVICES/ 2020 GENERAL ELECTION/PROBATE COURT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve contract with Spherion Staffing Services for one hundred (100) temporary polling technicians and their training for the 2020 General

Election in the amount of \$30,672.00 for Probate Court, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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#### AGENDA #42

APPROVE EVENT AGREEMENT/RPI BEL AIR MALL, LLC/USE OF FORMER SITE FOR FOREVER YOUNG AS POLLING SITE/ NOVEMBER 3, 2020 GENERAL ELECTION

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve event agreement with RPI BEL AIR MALL, LLC for use of the former site for Forever Young as a polling site for the November 3, 2020 General Election, for the rental sum of \$1,000.00 paid in advance, subject to final legal review, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #43

APPROVE AGREEMENT/SMG AND CITY OF MOBILE/ USE OF MOBILE CIVIC CENTER EAST EXHIBIT AREA/POLL WORKER TRAINING/2020 ELECTION CYCLE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve agreement with SMG and the City of Mobile for use of the Mobile Civic Center East Exhibit Area for poll worker training for the 2020 Election Cycle, October 9-14, rental fee has been waived by the City, subject to final legal review, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

APPROVE CONTRACT/MOTT MACDONALD/PROJECT RST-M1A03-WDSU-260/BAYOU LA BATRE WATER DISTRIBUTION SYSTEM UPGRADES PHASE 1

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve contract with Mott MacDonald to provide professional engineering services, for Project RST-M1A03-WDSU-260, Bayou La Batre Water Distribution System Upgrades Phase 1, pending legal review, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #45

APPROVE ADOPTING SHARED SPACE PROPOSAL/
GUARDIAN ANGEL FOUNDATION AND MOBILE
COUNTY ANIMAL CONTROL

**Commissioner Merceria Ludgood:** Should this be Animal Shelter?

Martha Durant, Chief Staff Attorney: Animal Control is a part of the Animal Shelter.

**Glenn L. Hodge, County Administrator:** Animal Control is a department within the Animal Shelter.

**Commissioner Ludgood:** That is what the department is called?

Glenn L. Hodge: Yes.

Commissioner Ludgood: Okay.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve adopting the Shared Space Proposal between the Guardian Angel Foundation and the Mobile County Animal Control with the stipulation that the agreement will be edited by the County Legal Department.

APPROVE RESCINDING EFP-216-20/ CONTRACT/OLIVE J. DODGE ELEMENTARY SCHOOL PTA/DISTRICT 2 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve rescinding EFP-216-20, contract with Olive J. Dodge Elementary School PTA in the amount of \$14,700.00, from District 2 funds; Agenda #14 in the December 9, 2019 Minutes.

Motion carried unanimously.

#### AGENDA #47

APPROVE PROFESSIONAL SERVICES AGREEMENT/ AIRWIND, INC./PROBATE COURT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve professional services agreement with Airwind, Inc. to produce Public Service Announcements (PSA's), as well as paid media schedules, specifically addressing identified concerns surrounding Absentee Voting for Probate Court, in an amount of up to \$55,000.00, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #48

APPROVE 2021-2025 MOBILE COUNTY GULF OF MEXICO ENERGY SECURITY ACT (GOMESA) EXPENDITURE PLAN

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the 2021-2025 Mobile County Gulf of Mexico Energy Security Act (GOMESA) Expenditure Plan.

## APPROVE AGREEMENT/THE UNIVERSITY OF SOUTH ALABAMA/ INTERNSHIP PROGRAM

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve agreement with The University of South Alabama for internship program for students in the School of Computing and related fields of study, for the period October 1, 2020 through September 30, 2021, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #50

ADOPT RESOLUTION/REQUIRING EMPLOYEES
WHO DO NOT PARTICIPATE IN THE LGHIP
WELLNESS SCREENING PROGRAM TO PAY AN
ADDITIONAL \$50.00 PER MONTH/EFFECTIVE
JANUARY 1, 2022 AND THEREAFTER

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

WHEREAS, county employees and retirees electing to enroll are afforded health insurance coverage through the Local Government Health Insurance Board (the Board); and

WHEREAS, on September 1, 2020, the Board approved changes regarding the administration of the Local Government Health Insurance Plan (LGHIP); and

WHEREAS, among those changes are the following:

- Increase the current wellness participation criteria for the preferred premium from 30% or greater to 80% or greater, effective January 1, 2022
- Eliminate the \$10 wellness screening premium discount which will be accounted for in the preferred premium rate, effective January 1, 2022

WHEREAS, in order to maintain preferred premium coverage, at an annual savings of \$1,800,000, more or less, the Commission wishes to motivate employees to participate in the wellness screening program;

**NOW, THEREFORE,** the premises considered, employees who do not participate in the LGHIP wellness screening program will pay an additional \$50.00 per month, to be added to the employee contribution to health insurance costs, effective January 1, 2022 and thereafter.

Motion carried unanimously.

#### AGENDA #51

APPROVE CONTRACT/AFC MOBILE/MOBILE COUNTY SOCCER COMPLEX

Commissioner Connie Hudson: If you'll add in effective October 1, 2020, pending final legal review. The idea is they will take over during the month of October part of the management and operation, but by November 1, 2020 they will fully take everything over including maintenance. They will work into it.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve contract with AFC Mobile for the management and operation of the Mobile County Soccer Complex effective October 1, 2020, subject to final legal review, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #52

ADOPT RESOLUTION/CREATING MOBILE COUNTY SOCCER COMPLEX ADVISORY COUNCIL

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

WHEREAS, the Mobile County Commission recognizes that the Mobile County Soccer Complex, located at 3701 Halls Mill Road in Mobile, Alabama ((the "Complex") is an important asset to the residents of Mobile County;

WHEREAS, the Mobile County Commission seeks to encourage community input and involvement through the formation of an advisory council dedicated to study and make recommendations regarding the maintenance, use, management, operation, community, and development needs as they relate to the Complex; and

WHEREAS, members of the soccer community in Mobile County have expressed interest in serving the County as volunteers in this endeavor.

## NOW, THEREFORE, BE IT RESOLVED BY THE MOBILE COUNTY COMMISSION:

- 1. That the Mobile County Soccer Complex Advisory Council (the "Advisory Council") is hereby established.
- 2. That the Advisory Council shall exist and conduct its advisory role pursuant to the Bylaws attached hereto as \*Exhibit "A" and incorporated as if fully stated herein.
- 3. That members of the Advisory Council shall be the following electors residing Mobile and be appointed by the Mobile County Commission.

#### Exhibit "A" on file in the Administrator's Office

Motion carried unanimously.

#### AGENDA #53

AWARD BIDS/
REJECT AWARD OF BIDS/
APPROVE PURCHASES/
APPROVE RENEWALS

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

award Bid #40-20, inmate telephone system, video visitation system, and other equipment for Mobile County Metro Jail and James T. Strickland Youth Center, to Global Tel\*Link Corporation.

award Bid #45-20, minimum of one (1) new current production model tank trailer for the Public Works Department, to Gulf City Body & Trailer Works, Inc., for their bid in the amount of \$77,699.00.

award Bid #49-20, meats to be delivered to James T. Strickland Youth Center for the month of October 2020, To the Merchants Company, for their bid in the amount Of \$9,895.13.

award Bid #50-20, annual crushed aggregate bid for the Public Works Department, to Martin Marietta Aggregates for their bid in the amount of \$23.90 per ton.

award Bid #55-20, annual guard services for the County Commission, to Community Security Services LLC, for their bid in the amount of \$10.99 per hour.

award Bid #66-20, annual resident uniforms bid for James T. Strickland Youth Center, to Bob Barker Company, Inc.

award Bid #67-20, 6-month class III reinforced concrete arch pipe bid for the Public Works Department, to Alabama Pipe & Supply Company, Inc.

award Bid #68-20, 6-month class III reinforced circular concrete pipe bid for the Public Works Department, to Alabama Pipe & supply Company, Inc.

award Bid #69-20, 6-month polyethylene (P.E.) storm drain pipe bid for the Public Works Department, to Fallin Farms d/b/a Harvey Culvert.

award Bid #72-20, 6-month road base stabilization and dust control agent bid for the Public Works Department, to LL Associates d/b/a Chemstation Gulf Coast for their bid in the amount of \$220.00 per ton.

award Bid #74-20, 6-month pre-packaged concrete sacked riprap bid for the Public Works Department, to Mobile Lumber & Building Materials, Inc., for their bid in the amount of \$5.98/80 lb bag.

award Bid #75-20, grounds maintenance for the James T. Strickland Youth Center and Annex, to Bay Landscaping, Inc., for their bid of \$12,300.00 per year.

award Bid #76-20, annual sand clay, sand, and top soil bid for the Public Works Department, to David Scott Lofton Contractor, D.O.T. Dirt, LLC, and John G. Walton Construction Co., Inc.

award Bid #84-20, annual staff uniform bid for James T. Strickland Youth Center, to Leo's Western & Uniform Corporation.

award Bid #85-20, annual Mobile County Court Police uniforms bid, to Leo's Western & Uniforms Corporation.

award Bid #90-20, annual janitorial services bid for Citronelle Offices, to Laton Cleaning Services for their bid in the amount of \$6,200.00 per year.

award Bid #91-20, 6-month coarse aggregate bid for the Public Works Department to Graestone Aggregates LLC, for their bid in the amount of \$25.24 per ton for #4 and #57 ALDOT coarse aggregate.

award Bid #92-20, 6-month riprap materials bid for the Public Works Department, to Vulcan Construction Materials LLC, for their bid in the amount of \$44.00 per ton for #610-C loose Class 1 and Class 2.

award Bid #95-20, 6-month wood fiber mulch for hydro seeding for the Public Works Department, to Site One Landscape Supply, LLC, for their bid in the amount of \$0.31 per pound.

award Bid #96-20, 6-month wood fiber mulch/tactifier for hydro seeding bid for the Public Works Department, to Site One Landscape Supply, LLC, for their bid in the amount of \$0.31 per pound.

award Bid #98-20, 6-month gabion stone material bid for the Public Works Department, to Vulcan Construction Materials, LLC, for their bid in the amount of \$44.00 per ton.

award Bid #99-20 6-month erosion materials bid for the Public Works Department, to Ferguson Enterprises, LLC for their bid in the amount of \$0.62 per square yard.

award Bid #100-20, 6-month Portland cement bid for the Public Works Department, to Bayou Concrete, LLC.

award Bid #101-20, 3-month seeding bid for the Public Works Department, to Pennington Seed, Inc.

award Bid #108-20, 6-month tied concrete block erosion material bid for the Public Works Department, to Southern Pipe and Supply Company, Inc., for their bid in the amount of \$2.95 per square foot.

award Bid #119-20, annual scanning and converting records to microfilm for the Revenue Commission, to Legal Imaging, LLC.

award Bid #121-20, 6-month SS-1H tack coat bid for the Public Works Department, to Blackledge Emulsions, Inc., for their bid in the amount of \$2.90 per gallon.

award Bid #123-20, annual janitorial services bid for the Bay Haas Building, to Perfecting That Cleaning Service, LLC, for their bid in the amount of \$14,304.00 per year.

award Bid #136-20, minimum of four (4) new full size pick-up trucks for the Building Maintenance Department, to Joe Bullard Chevrolet, Inc., in the total amount of \$90,208.35.

award Bid #137-20, minimum of one (1) new mid-size sport utility vehicle for the County Commission, to U J Chevrolet Company, Inc., in the amount of \$45,106.00.

reject award of Bid #102-20, 3-month centipede and St. Augustine sod bid for the Public Works Department and authorize a rebid.

reject award of Bid #112-20, annual fleet emergency equipment for the Sheriff's Office and authorize rebid.

approve the purchase of one (1) Vactor truck under the current purchasing Co-operative Contract Sourcewell Contract No. 122017-FSC from Sansom Equipment Company in the amount of \$378,091.00, for the Public Works Department.

approve the purchase of one (1) US Mower EX50HD under the current State of Alabama Contract MA999180000000312 from Cowin Equipment Company, Inc. in the amount of \$20,611.80, for the Public Works Department.

approve the purchase of one (1) Dymax DXTX LS14 under the current State of Alabama Contract MA999180000000312 from Cowin Equipment Company, Inc., in the amount of \$15,387.90, for the Public Works Department.

approve the purchase on one (1) CV515 SFA International 23,500# GVWR under the current State of Alabama Contract T193A from Southland International Trucks d/b/a Southland Transportation Group in the amount of \$51,773.96, for the Public Works Department.

approve the purchase of one (1) Hamm Roller under the current Purchasing Co-operative Sourcewell Contract No. 032119-JDC from Tractor & Equipment Company in the amount of \$44,300.00, for the Public Works Department.

approve software maintenance renewal for Trimble positions mobile extension from Navigation Electronics, Inc., terms through July 14, 2021, in the amount of \$2,367.00 for the County Commission.

approve Leadsonline power plus investigation system service renewal from Leadsonline term October 1, 2020 through September 30, 2021 in the amount of \$9,588.00, for the Sheriff's Office.

Motion carried unanimously.

#### AGENDA #54

APPROVE AMENDED LEASE AGREEMENT/ COUNTY AND KEEP MOBILE BEAUTIFUL

Commissioner Connie Hudson: This is to extend the lease, correct?

Martha Durant, Chief Staff Attorney: Commissioner, it extends automatically.

Commissioner Hudson: That is right, we already had that conversation. We do not need to take any steps at this point? Unless you take steps to end the lease, then it will automatically roll over, correct?

Martha Durant: Yes. It automatically rolls over.

Commissioner Hudson: Okay.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve amended lease agreement between the County and Keep Mobile Beautiful, to add additional space to the leased premises, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

ADOPT RESOLUTION AND ORDER/AUTHORIZING ISSUANCE OF PRINCIPAL AMOUNT/LIMITED OBLIGATION WARRANTS (GOMESA PROJECTS) SERIES 2020

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

#### RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE OF UP TO \$30,000,000 PRINCIPAL AMOUNT OF LIMITED OBLIGATION WARRANTS (GOMESA PROJECTS), SERIES 2020

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

#### ARTICLE I

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

Section 1. <u>Definitions</u>. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations:

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

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

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

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

"County" means the political subdivision of the State of Alabama known as Mobile County as it now exists, and any political subdivision resulting from any merger or consolidation thereof with any other political subdivision.

"Debt Service Fund" means the 2020 GOMESA Debt Service Fund established under the Financing and Trust Agreement and consisting of a Principal Account and an Interest Account.

"Definitive Terms Certificate" means the certificate executed by the President or Vice President of the Commission, delivered on the date of delivery of the Warrants and being in substantially the form attached hereto as <a href="Exhibit A">Exhibit A</a>.

"Federal Fiscal Year" means the one-year period from each October 1 through and until the following September 30.

"Financing and Trust Agreement" means the Financing and Trust Agreement between the County and the Trustee as authorized pursuant to Section 7.1 hereof.

"GOMESA" means the Gulf of Mexico Energy Security Act of 2006.

"GOMESA Projects" means the improvements described in Section 1.3(a) hereof (as such description may be amended by the Commission pursuant to Section 9.1 hereof), the costs of which are to be paid, in whole or in part, out of the proceeds of the sale of the Warrants.

"GOMESA Revenues" means those Qualified Outer Continental Shelf Revenues received by the County pursuant to GOMESA.

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

"Interest Payment Date" means any May 1 or November 1, commencing November 1, 2020, prior to payment of the Warrants.

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

"Overdue Interest Payment Date" means the Interest Payment Date fixed by the Trustee, pursuant to the provisions of Section 2.7 hereof, for the payment of Overdue Interest.

"Pledged Revenues" means the percentage of the GOMESA Revenues received by the County in any Federal Fiscal Year, as set forth in the Definitive Terms Certificate, pledged as security for the Warrants pursuant to Section 3.1 hereof.

"Purchase Agreement" means the Warrant Purchase Agreement between the County and the Underwriters named in Section 6.2 in respect of the sale of the Warrants.

"Record Date" means, as to any Interest Payment Date, the April 15 or October 15 immediately preceding such Interest Payment Date.

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

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

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

"Trustee" means Regions Bank, a state banking corporation having a principal corporate trust office in Birmingham, Alabama, as Trustee under the Financing and Trust Agreement and Warrant Registrar, Transfer Agent, Paying Agent and Depository for certain funds and accounts established pursuant to the Financing and Trust Agreement.

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

"Warrants" means the County's Limited Obligation Warrants (GOMESA Projects), Series 2020, as more particularly described in Section 2.2 hereof.

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

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

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

The definitions set forth in Section 1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

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

The County has determined that it is necessary, advisable and in the public interest that it provide funding for the costs of various qualified projects under GOMESA, as more particularly described in the Financing and Trust Agreement and the County's Gulf of Mexico Energy Security Act Expenditure Plan 2021-2025 (the "GOMESA Projects").

The County does not have and does not expect to have in the near future, funds sufficient to enable it to pay all the costs of the GOMESA Projects. Since such GOMESA Projects are urgently needed in the County, the Commission has determined to issue the Warrants herein authorized in anticipation of its receipt of GOMESA Revenues for the purpose of providing funds necessary to pay costs of such GOMESA Projects. GOMESA Revenues are expected to be received in annual installments until 2055, in accordance with GOMESA and the regulations issued thereunder. Based upon amounts received to date and projections for future years GOMESA Revenues expected to be received during and after the Federal Fiscal Year ending September 30, 2021 will be not less than either the principal amount of the Warrants herein authorized or the amounts necessary to pay the principal of and interest on the Warrants.

The County has determined that the total costs of the GOMESA Projects, together with the costs of issuance of the Warrants and the capitalized interest on the Warrants to be paid hereunder, will be not less than the expected proceeds from the sale of the Warrants authorized herein.

Pursuant to the Authorizing Law, the County is authorized to issue its warrants in anticipation of the receipt of GOMESA Revenues in order to finance the costs of the GOMESA Projects and to pledge the Pledged Revenues as security for such warrants. Immediately after the issuance of the Warrants, the total indebtedness of the County chargeable against the general debt limitation for the County prescribed by the Constitution of the State of Alabama (not including debt chargeable against the special tax debt limitation provided in Amendment 18 to the Constitution or debt chargeable to the special debt limitation for economic development projects under Section 94.01 of the Constitution) will not be more than 5% of the assessed valuation of taxable property within the boundaries of the County for the last fiscal year (ended September 30, 2019).

#### **ARTICLE II**

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

Section 2.1 <u>Authorization of the Warrants</u>. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly the Authorizing Law, and for the purposes of providing the funds needed for the GOMESA Projects in anticipation of receipt of GOMESA Revenues, paying certain interest to come due on the Warrants and paying the costs of the issuance of the Warrants, there is hereby authorized to be issued by the County up to \$30,000,000 in aggregate principal amount of its Limited Obligation Warrants (GOMESA Projects), Series 2020, as provided in the Definitive Terms Certificate.

Section 2.2 <u>Description of the Warrants</u>. The Warrants shall be issued only in fully registered form, without coupons, shall be issued in principal amounts of \$100,000 or any integral multiple of \$5,000 in excess thereof, and shall be numbered from No. R-1 upwards, issued initially as one certificate per maturity and registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, which will act as the securities depository for the Warrants. The Warrants shall be dated the date of their initial issuance and delivery, shall bear interest from their date (or in the case of a Warrant registered in the name of a Holder on or after the first Interest Payment Date, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration) on the principal amount then outstanding at the rate set forth in the Definitive Terms Certificate, not to exceed 5.50% (calculated on the basis of a 360-day year of twelve 30-day months), payable on each May 1 and November 1 until payment of the principal amount thereof, beginning November 1, 2020, and shall mature on or before November 1, 2045, as evidenced by the Definitive Terms Certificate.

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

Section 2.4 <u>Places and Medium of Payment of the Warrants</u>. Principal of and interest on the Warrants shall be payable in lawful money of the United States of America. Payment of the principal of and accrued interest on this Warrant due upon maturity or prior redemption in whole shall be payable at the principal office of the Trustee in Birmingham, Alabama, upon presentation and surrender of the Warrants as the same become due and payable. Payments of interest on and of principal upon partial redemption of the Warrants shall be payable by check or draft mailed by the Trustee to the lawful holders of the Warrants at the address shown on the registry books of the Trustee pertaining to the Warrants as of the Record Date.

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

(Form of Warrants)

## [FORM OF CAPTION FOR WARRANTS HELD IN BOOK ENTRY FORM]

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

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# UNITED STATES OF AMERICA STATE OF ALABAMA COUNTY OF MOBILE LIMITED OBLIGATION WARRANT (GOMESA PROJECTS), SERIES 2020

or registered assigns, to the extent not already paid, on the maturity date specified above, and to pay (but solely out of the Debt Service Fund) interest on the principal sum outstanding from time to time from the date hereof (or in the case of a Warrant registered in the name of the registered Holder hereof on or after November 1, 2020, as evidenced by the Registration Certificate attached hereto, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration), until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on May 1 and November 1 in each year, beginning November 1, 2020 (each such date herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this Warrant.

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

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

Subject to the foregoing paragraph, payments of interest hereon and payments of principal due upon any partial redemption hereof due shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Warrant Register maintained with respect to the Warrants. Such payments of interest and principal shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of this Warrant and payment of accrued interest on this Warrant due upon maturity or redemption in whole shall be made only upon surrender of this Warrant at a principal corporate trust office of the hereinafter described Bank in Birmingham, Alabama. Upon the terms and conditions provided in the Warrant Resolution (as hereinafter defined), the registered holder of any Warrant or Warrants in an aggregate principal amount of not less than \$1,000,000 may request that payment of interest on such Warrant or Warrants be made by wire transfer to an account of such holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Trustee. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Warrant is one of the duly authorized issue of warrants of the County, aggregating \$\_\_\_\_\_\_ in principal amount, entitled "Limited Obligation Warrants (GOMESA Projects), Series 2020" (the "Warrants") and issued under and pursuant to a resolution and order duly adopted by the governing body of the County (the "Warrant Resolution") and the constitution and laws of the State of Alabama, including particularly Chapter 28 of Title 11 of the Code of Alabama, 1975. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Resolution.

The Warrant Resolution provides that Regions Bank, a state banking corporation with a principal corporate trust office in the City of Birmingham, Alabama (the "Trustee"), will serve as Paying Agent and Registrar with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Resolution. For purposes of this Warrant and the Warrant Resolution, the principal office

of the Trustee shall mean the office where the Trustee maintains its principal corporate trust office in Birmingham, Alabama, or such other office as shall be designated by the Trustee by written notice to the County and the registered holders of the Warrants.

The indebtedness evidenced by the Warrants is a limited obligation of the County for the payment of which has irrevocably pledged \_\_\_\_\_\_ percent (\_\_\_%) of the revenues received by it in each federal fiscal year (the "Pledged Revenues") under the Gulf of Mexico Energy Security Act of 2006, pro rata and without preference or priority of one Warrant over another. The Warrants are limited and special obligations of the County payable solely from and secured by an assignment and pledge of the Pledged Revenues. No other revenues or assets of the County are available for payment of the principal of or interest on the Warrants.

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

The Warrants shall be redeemed in part, in increments of \$5,000, prior to its stated maturity from amounts on deposit in the Principal Account of the Debt Service Fund on each November 1, commencing November 1, [2022], from amounts on deposit in the Principal Account of the Debt Service Fund resulting from the transfers contemplated by Section 3.2(b)(iv) of the Financing and Trust Agreement in accordance with the following schedule, but only to the extent such amounts are actually on deposit therein:

#### [INSERT TARGETED ANNUAL MINIMUM REDEMPTION AMOUNT SCHEDULE]

The Warrants shall also be redeemed in part, in increments of \$5,000, prior to their stated maturity from amounts on deposit in the Principal Account of the Debt Service Fund on each November 1, commencing November 1, [2022], resulting from the transfers of Pledged Revenues in excess of those required for redemptions described in the foregoing paragraph. Such redemption will only occur to the extent sufficient Pledged Revenues are available.

The Warrants are subject to redemption prior to maturity at the option of the County, on or after November 1, [2029], as a whole at any time, or in part, in increments of \$5,000, on any Interest Payment Date, at the redemption price of one hundred percent (100%) of the principal amount thereof, plus accrued interest to the redemption date.

If less than all Warrants then outstanding are called for redemption, those Warrants (or portions thereof) to be redeemed shall be selected in accordance with DTC's rules and procedures for Pro Rata Pass-Through Distribution of Principal or by such other method as the Trustee shall deem fair and appropriate.

Written notice of the call for redemption of this Warrant (or portion of the principal thereof) shall be forwarded by registered or certified mail to the registered owner hereof, not less than thirty (30) or more than (60) days prior to the date fixed for redemption. Upon the giving of notice of redemption in accordance with the provisions of the Warrant Resolution, the Warrants (or principal portions thereof) so called for

redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Warrant Resolution to the contrary notwithstanding, and all future interest on the Warrants (or principal portion thereof) so called for prepayment shall cease to accrue after the date specified in such notice. Any partial redemption of this Warrant shall be noted in the records of the Trustee, as Warrant Registrar, and any subsequent purchaser shall take subject to such redemption.

A notice of optional redemption may state that the redemption of Warrants is contingent upon specified conditions such as receipt of a specified source of funds or the occurrence of specified events.

This Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Trustee, as Registrar and Transfer Agent of the County, and only upon surrender of this Warrant to such Registrar for cancellation, and upon any such transfer a new Warrant of like tenor herewith will be issued to the transferee in exchange therefor, all as more particularly described in the Warrant Resolution. Each Holder hereof, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that this Warrant may be transferred only in accordance with the provisions of the Warrant Resolution. Provision is also made in the Warrant Resolution for the exchange of Warrants for a like aggregate principal amount and in authorized denominations, all upon the terms and subject to the conditions set forth in the Warrant Resolution.

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

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

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

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

with the signatures of the President and each	d its corporate seal to be hereunto impressed,
	MOBILE COUNTY, ALABAMA
(SEAL)	
	By President of the County Commission
	Member of the County Commission
	Member of the County Commission
County Administrator of the Mobile County Commission	
[Form of Registration as Claim Against Deb	ot Service Fund]
I hereby certify that this Warrant has been re Service Fund referred to in this Warrant.	egistered by me as a claim against the Debt
	Treasurer, Mobile County, Alabama
[Form of Registration Certificate]	
DATE OF REGISTRATION:	
This Warrant was registered in the name of date set forth above.	the above-registered owner on the registration
REGIONS BANK, Birmingham, Alabama	
	By: Its Authorized Officer

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

TEN COM							
TEN ENT JT TEN		As tenants by the entireties As joint tenants with right of survivorship and not as					
	tenants in common and not as community property						
UNIF TRANS MIN	,						
ACT	-						
		(Custodian) (Minor) under Uniform Transfer to Minors Act					
(State)		<u>—</u>					
Additional abbreviation	ns may be used althoug	th not in the above list.					
[Form of Assignmen	t]						
For value rec	eived	hereby sell(s), assign(s)					
and transfer(s) unto _		the within Warrant and hereby					
irrevocably constitute	e(s) and appoint(s), a	ttorney, with full power of substitution in the					
premises, to transfer	the Warrant on the bo	ooks of the within mentioned Trustee.					
Dated this the	e day of	<del>,</del>					
		NOTE: The signeture on this assignment					
		NOTE: The signature on this assignment must correspond with the name of the					
		registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.					
Signature Guaranteed	d:	whatsocver.					
~-B							
(Bank or Trust Comp	oany)						
By	) (CC:)						
(Authorized C Its Medallion Number	<i>,</i>						
		e guarantor institution which is a member of a					
		Securities Transfer Agents Medallion Program					
(STAMP), Stock Exch	anges Medallion Progra	am (SEMP), or New York Stock Exchange					
Medallion Signature Pr	rogram (MSP)						

Section 2.6 <u>Home Office Payment Agreement</u>. Upon the written request of the Holder of any Warrant or Warrants having an aggregate principal amount of not less than \$1,000,000, the Trustee will make payment of interest due on such Warrant or Warrants upon any Interest Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same day funds that is acceptable to the Trustee, provided that payment of the principal of such Warrant or Warrants shall be made only upon surrender of such Warrant or Warrants to the Trustee, as Paying Agent.

Section 2.7 <u>Interest After Payment Due Date</u>. Any interest payments, or portions thereof, not paid when due shall be payable on the next Interest Payment Date on which the Trustee determines there are adequate funds with which to make such payment (the "Overdue Interest Payment Date") from funds on deposit in the Interest Account of the Debt Service Fund. Failure to pay any interest on any Interest Payment Date shall not

constitute a default hereunder to the extent that such failure by the County to timely pay interest on an Interest Payment Date is the result of insufficient Pledged Revenues received by the County to make such payments.

Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to a Warrant Holder solely by reason of such Warrant Holder having been the Holder on the Record Date next preceding the Interest Payment Date on which such interest became due and payable, but shall be payable by the Trustee to the persons in whose names the Warrants are registered on the Overdue Interest Payment Date, which shall fully discharge and satisfy all liability for the same.

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

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

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

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

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

- (a) that such Securities Depository is not required to present a Warrant to the Trustee in order to receive a partial payment of principal;
- (b) that a legend shall appear on each Warrant so long as the Warrants are subject to such agreement; and

(c) that different provisions for notice to such Securities Depository may be set forth therein.

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

#### ARTICLE III

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

Section 3.1 <u>Pledge to Secure Warrants; Limited Obligation; No Additional Obligations</u>. The County does hereby appropriate and agree to use, and does hereby specially and irrevocably pledge, for payment of the principal of and interest on the Warrants as the same become due, whether at maturity or upon redemption prior thereto, so much of the Pledged Revenues as may be necessary for the said purpose. The County covenants and agrees that the Pledged Revenues shall be deposited and applied as provided in the Financing and Trust Agreement.

The indebtedness evidenced by the Warrants is not a general obligation of the County. The Warrants are payable solely from Pledged Revenues and from any money received by the Trustee under the Financing and Trust Agreement. The Warrants do not constitute or create an obligation, debt, liability or moral obligation of the State or any political subdivision thereof except the County to the extent set forth herein and neither the faith and credit nor the taxing power of the County or the State or any political subdivision thereof is pledged to the payment of the indebtedness evidenced by the Warrants.

So long as the Warrants remain outstanding the County covenants and agrees not to issue any other warrants, bonds or other obligations secured by a pledge of the Pledged Revenues; provided, however, that the County may issue obligations for the purpose of refunding the Warrants if simultaneously with the issuance thereof the Warrants shall be paid or deemed to have been paid in accordance with Section 3.2. Nothing in this paragraph shall limit the ability of the County to issue warrants, bonds or other obligations secured by GOMESA Revenues which are not part of the Pledged Revenues.

#### Section 3.2 Provision for Payment of Warrants.

- (a) If the principal of and interest on the Warrants is paid in accordance with the terms of the Warrants and this Resolution, then all covenants, agreements and other obligations of the County to the Holders of such Warrants shall thereupon cease, terminate and become void and be discharged and satisfied. In such event the Trustee shall pay to the County any surplus remaining in the Debt Service Fund.
- (b) Warrants shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 3.2 if
- (1) The County and the Trustee (or another bank acting as trustee) enter into an appropriate trust agreement under which there shall be deposited, for payment of such Warrants and for payment of the interest to accrue thereon until maturity, Government Obligations and cash or any combination of cash and Government Obligations which,

together with the income to be derived from such, will produce monies sufficient to provide for the payment and retirement of such Warrants as and when the same become due;

- (2) The County and the Trustee shall have been furnished with an opinion of nationally recognized bond counsel to the effect that the creation of any such trust will not result in subjecting to federal income taxation the interest on any of the Warrants that are to be paid in accordance with such trust; and
- (3) The County and the Trustee shall have been furnished a certificate of a nationally recognized verification agent satisfactory to the Trustee stating that such trust will produce monies sufficient to provide for the full payment and retirement of such Warrants as and when the principal of and interest on such Warrants shall come due.
- Section 3.3. Retention of Moneys for Payment of Warrants. The amounts held by the Trustee for the payment of the principal of and interest on any Warrants due on any date shall, pending such payment, be held in trust by the Trustee for the holders of the Warrants entitled thereto, and for the purposes of this Resolution the principal of and interest on such Warrants shall no longer be considered to be unpaid. All liability of the County to the Holders of such Warrants and all rights of such Holders against the County under the Warrants or under this Ordinance shall thereupon cease and terminate, and the sole right of such Holders shall thereafter be against such funds. If any Warrant shall not be presented for payment within a period of five (5) years following the date when such Warrant becomes due, whether by maturity, redemption or otherwise, or if the check or draft providing for any payment of interest on any Warrant shall not have been negotiated within such period, the Trustee shall return to the County any moneys theretofore held by it for payment of such Warrant or such interest, subject to applicable laws of escheat.

#### ARTICLE IV

#### REDEMPTION PROVISIONS

- Section 4.1 (a) <u>Targeted Annual Minimum Redemption of Warrants</u>. The Warrants shall be redeemed in part, in increments of \$5,000, prior to their stated maturity from amounts on deposit in the Principal Account of the Debt Service Fund on each November 1, commencing not earlier than November 1, 2022, as specified in the Definitive Terms Certificate, resulting from the transfers of Pledged Revenues, in the amounts specified in the Financing and Trust Agreement as "Targeted Annual Minimum Redemption Schedule Amounts" and as further provided in Section 3.2(b)(iv) of the Financing and Trust Agreement. Such redemption will only occur to the extent sufficient Pledged Revenues are available.
- (b) <u>Turbo Redemption</u>. The Warrants shall be redeemed in part on each November 1, commencing not earlier than November 1, 2022, as specified in the Definitive Terms Certificate, in increments of \$5,000, from amounts equal to the amount on deposit in the Principal Account of the Debt Service Fund on each November 1 resulting from the transfers of Pledged Revenues in excess of the amounts otherwise required to be paid in accordance with Section 3.2(b)(v) of the Financing and Trust Agreement. Such redemption will only occur to the extent sufficient Pledged Revenues are available.
- (c) <u>Optional Redemption of the Warrants</u>. The Warrants are subject to redemption prior to maturity at the option of the County, on or after November 1, of the year specified in the Definitive Terms Certificate, but not later than November 1, 2029, as a whole at any time, or in part, in increments of \$5,000, on any Interest Payment Date,

at the Redemption Price of one hundred percent (100%) of the principal amount thereof being redeemed, plus accrued interest to the Redemption Date. The County shall give the Trustee at least forty-five (45) days' notice of any optional redemption to be made specifying the Redemption Date and principal amounts to be redeemed.

Section 4.2 <u>Procedure for Redemption; Resolution Authorizing Optional</u>
<u>Redemption.</u> In the event that less than all of the Warrants are to be redeemed those
Warrants or portions thereof to be redeemed shall be selected in accordance with DTC's rules and procedures for Pro Rata Pass-Through Distribution of Principal or by such other method as the Trustee shall deem fair and appropriate.

Not more than sixty (60) or less than thirty (30) days prior to the Redemption Date, the County (or the Trustee on behalf of the County) shall give, or cause to be given, written notice of such redemption and prepayment by United States mail, registered or certified, to the Holders of each of the Warrants to be redeemed, in whole or in part, at the address of such registered Holder as such address appears on the registry books of the Registrar, stating that the Warrants (or principal portions thereof) have been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date and that all interest thereon will cease to accrue after the Redemption Date. Such notice shall also contain the Warrant numbers and any identification numbers of the Warrants or portions thereof to be redeemed and the place where such Warrants are to be surrendered for payment. The holders of any of the Warrants to be redeemed may waive the requirements for notice with respect to the Warrants held by them without affecting the validity of the call for redemption of any other Warrants.

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

A notice of optional redemption may state that the redemption of Warrants is contingent upon specified conditions such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the County shall not be required to redeem Warrants (or portions thereof) identified in such notice, and any Warrants surrendered on the specified redemption date shall be returned to the Holders of such Warrants.

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

Section 4.3 <u>Deposit of Funds for Optional Redemption</u>. The County shall cause to be paid and made available at the office of the Trustee, on or prior to the Redemption Date the total Redemption Price of the Warrants (or portions thereof) called for optional redemption on such date. Out of the moneys so deposited with it, or in the

case of redemptions other than at the option of the County out of moneys on deposit and available for the purpose in accordance with the Financing and Trust Agreement, the Trustee shall make provision for payment of the Warrants (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 4.4 Result of Redemption of Warrants. Upon compliance with the requirements set forth in this Article IV, the Warrants (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price and on the Redemption Date specified in the notice provided for in Section 4.2 and upon the payment of such Redemption Price the Warrants or portions thereof so redeemed shall no longer be outstanding and secured by the Pledged Revenues. Upon such redemption the Trustee shall enter into the Warrant Registry or other records maintained by it with respect to the Warrants a record of the Warrants or portions thereof redeemed and such record shall be binding upon the future Holders of the Warrants so redeemed.

#### ARTICLE V

#### REGISTRATION AND TRANSFER OF THE WARRANTS

Section 5.1 Registration and Transfer of the Warrants. The Warrants shall be registered as to both principal and interest. Each Warrant shall have endorsed thereon a registration certificate substantially in the form provided in Section 2.5 hereof, and a condition to the validity of each Warrant shall be the manual execution of such certificate on behalf of the Trustee. The Trustee is hereby appointed as the Registrar and Transfer Agent for the Warrants, and shall be authorized to keep at its office proper registry books in which it shall register the Warrants, as to both principal and interest, noting the registry on the Warrants so presented. Such registration shall conclusively designate the Warrant Holder as the sole person to whom or on whose order the payment of the principal of and interest on the Warrants so registered may be made. After such registration no transfer of a Warrant so registered shall be valid unless it is presented at the said office with written power to transfer, properly stamped if required, in form and with guaranty of signature satisfactory to the Registrar, and such new registration noted thereon by the Registrar.

Section 5.2 Exchange of Warrants. Upon request of the Holder of any Warrant, the County shall execute, and the Trustee shall register and deliver, upon surrender to the Trustee of the Warrant or Warrants, in exchange therefor, a Warrant or Warrants of like tenor in different authorized principal amounts (of \$5,000 or integral multiples thereof), together aggregating the same principal amount as the then unpaid principal of the Warrant or Warrants so surrendered, all as may be requested by the persons surrendering such Warrant or Warrants.

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

Section 5.4 <u>Effect of Registration</u>. The County, the Registrar, and the Paying Agent may deem and treat the person in whose name a Warrant is registered on the books of the Registrar as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name a Warrant is registered shall, to the extent of such payment, fully discharge all liability thereof.

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

Section 5.6 <u>Provisions with Respect to Trustee</u>. The Trustee is herein designated and appointed and shall act as registrar, transfer agent, payment agent and depository with respect to the Warrants. By its execution and delivery of the Financing and Trust Agreement, the Trustee shall accept and agree to perform the duties required by this Resolution, subject, however, to the terms and conditions thereof in the Financing and Trust Agreement.

#### ARTICLE VI

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

Section 6.1 <u>Authority to Execute and Deliver the Warrants</u>. The President and each member of the County Commission and the County Administrator are hereby authorized and directed to cause the Warrants to be executed, sealed and attested as provided herein and delivered to the purchaser thereof upon payment to the County of the sale price therefor.

Section 6.2 Sale of Warrants; Authorization of Purchase Agreement; Definitive Terms Certificate. The Warrants shall be sold to Wells Fargo Securities, LLC and Piper Sandler & Co. (the "Underwriters") pursuant to the Purchase Agreement. In order to provide for the sale of the Warrants, the President or the Vice President of the Commission is hereby authorized and directed to execute and deliver the Purchase Agreement for and in the name and behalf of the County. The Purchase Agreement shall be in such form as the executing officer, acting with the advice and recommendation of the employees of and advisors to the County, shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution, the determination of the definitive form of the Purchase Agreement by the executing officer to be conclusively established by his or her execution of the same. Notwithstanding the foregoing provisions of this paragraph, the executing officer shall not execute and deliver the Purchase Agreement unless (1) the principal amount of the Warrants does not exceed \$30,000,000; (2) the maturity date for the Warrants is not later than November 1, 2045; (3) the interest rate for the Warrants does not exceed 5.50%; (4) the period of time between the date of the Warrants and the first date on which the Warrants are subject to optional redemption is no longer than ten (10) years, and the redemption price payable on the Warrants in connection with any such optional redemption does not exceed the principal thereof and accrued interest thereon to the date of redemption; (5) the first date on which the Warrants become subject to Targeted Annual Minimum redemption or Turbo redemption is not later than November 1, 2022, with annual targeted redemption amounts as are set forth in the Purchase Agreement; (6) the all-in total interest cost for the Warrants (that is, taking into account accrued interest, any original issue discount or original issue premium, the underwriters' discount, any premiums or fees for credit enhancement paid from proceeds of the Warrants, and any other costs of issuance paid from proceeds of the Warrants) is not greater than 5.75%; (7) the underwriters' discount reflected in the Purchase Agreement does not exceed \$12.00 per

thousand dollars of the principal amount of the Warrants; and (8) the portion of the County's GOMESA Revenues pledged to secure the Warrants does not exceed 47.5%. The President or Vice President of the Commission is authorized to deliver the Definitive Terms Certificate confirming that the final pricing terms of the Warrants is within the parameters set forth above. The execution and delivery of the Purchase Agreement and the Definitive Terms Certificate by the President or Vice President of the Commission shall constitute his or her approval of the final pricing terms of the Warrants.

Section 6.3 <u>Application of Proceeds of Sale; Additional Sums</u>. The gross proceeds derived from the sale of the Warrants, less the amount of Underwriters Discount, shall be deposited into the Warrant Proceeds Fund established under the Financing and Trust Agreement and applied as set forth therein.

#### ARTICLE VII

# AUTHORIZATION OF FINANCING AND TRUST AGREEMENT; CREATION OF FUNDS; AUTHORIZATION OF CONTROL AGREEMENT

Section 7.1 <u>Authorization of Financing and Trust Agreement</u>. The Commission does hereby approve and authorize the form of the Financing and Trust Agreement between the Commission and Regions Bank, as trustee, in substantially the form presented to and considered by the Commission. Upon issuance and delivery of the Warrants, the President of the Commission is hereby authorized and directed to execute and deliver the Financing and Trust Agreement in the name and on behalf of the Commission in the form presented to the Commission at this meeting, with such changes or additions thereto or deletions therefrom as the executing officer shall approve, which approval shall be conclusively evidenced by his or her execution of such document. Any Event of Default under the Financing and Trust Agreement shall also be a default hereunder unless cured pursuant to the Financing and Trust Agreement.

Section 7.2 <u>Creation and Maintenance of Funds</u>. Pursuant to the Financing and Trust Agreement the County shall create the Revenue Fund, the Debt Service Fund, the Construction Fund and the other funds and accounts described therein. All such funds and accounts shall be held by the Trustee under the terms of the Financing and Trust Agreement for the benefit of the Holders from time to time of the Warrants.

Section 7.3 <u>Authorization of Account Control Agreement</u>. The County shall enter into, and the Commission hereby approves and authorizes, the Deposit Account Control Agreement between the County, Regions Bank, as depository for the General Fund of the County (the "Fiscal Agent"), and the Trustee in order to provide for the transfer by the Fiscal Agent of all Pledged Revenues to the Trustee upon receipt thereof by the Fiscal Agent. As a condition to the issuance and delivery of the Warrants, the President of the Commission is hereby authorized and directed to execute and deliver the Deposit Account Control Agreement in the name and on behalf of the Commission in the form presented to the Commission at this meeting, with such changes or additions thereto or deletions therefrom as the executing officer shall approve, which approval shall be conclusively evidenced by his or her execution of such document.

#### ARTICLE VIII

#### APPROVAL OF LIMITED OFFERING MEMORANDUM; AUTHORIZATION OF CONTINUING DISCLOSURE AGREEMENT AND FURTHER ACTS

Section 8.1 Approval of Limited Offering Memorandum. The Commission does hereby authorize the President of the Commission and the County Administrator and Director of Finance of the County, acting with the advice and recommendation of the employees of and advisors to the County, to prepare the Preliminary Limited Offering Memorandum, and the Commission does hereby approve, authorize, ratify and confirm the distribution, on or after the date hereof, of the Preliminary Limited Offering Memorandum to prospective purchasers of the Warrants. The Preliminary Limited Offering Memorandum shall be in substantially the form presented at the meeting at which this Resolution is adopted, with such additions (including, without limitation, addition of the appendices thereto) and revisions as the President of the Commission and the Director of Finance of the County shall approve. The President of the Commission or the Director of Finance is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" as contemplated by Rule 15c2-12 promulgated by the United States Securities and Exchange Commission. The President of the Commission and the Director of Finance of the County are hereby authorized and directed to complete the Preliminary Limited Offering Memorandum (such Preliminary Limited Offering Memorandum as completed being herein referred to as the "Limited Offering **Memorandum**") with (i) information relating to the terms of sale of and interest rates on the Warrants as herein provided and as provided in the Definitive Terms Certificate, (ii) such information regarding reoffering prices or yields on the Warrants as shall be provided by the purchaser of the Warrants and (iii) such changes or additions thereto or deletions therefrom as the executing officers shall approve and shall be acceptable to the purchaser of the Warrants. The President of the Commission and the Director of Finance of the City are hereby authorized and directed to date the Limited Offering Memorandum as of an appropriate date and to deliver the Limited Offering Memorandum in the name and on behalf of the City.

Section 8.2. <u>Authorization of Continuing Disclosure Agreement</u>. Upon delivery of the Warrants to the purchaser thereof, the President of the Commission and the County Administrator are hereby authorized and directed to execute and deliver for and on behalf of the County, the Continuing Disclosure Agreement in substantially the form presented at the meeting of the Commission at which this Resolution is adopted. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the County to comply with the Continuing Disclosure Agreement shall not be considered a default hereunder or with respect to the Warrants; provided, however, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section 8.2.

Section 8.3 <u>Authorization of Tax Agreement</u>. The President of the Commission and the County Finance Director are hereby authorized and directed to execute and deliver on behalf of the County a Tax Certificate and Agreement setting for the facts and reasonable expectations of the County with respect to the issuance of the Warrants, the expenditure of the proceeds thereof and the use and nature of the GOMESA Projects and to provide such other statements and information as shall be reasonably required by bond counsel.

Section 8.4 Further Acts. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Warrants and in the execution and delivery of the Limited Offering Memorandum or as contemplated by this Warrant Resolution.

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

#### ARTICLE IX

#### MISCELLANEOUS PROVISIONS

Section 9.1 Amendment of Description of GOMESA Projects. The County may amend or change the description of the GOMESA Projects contained in the Financing and Trust Agreement to modify or supplement the GOMESA Projects to be financed by adoption of a resolution setting forth such amendment or change; provided, that the GOMESA Projects as so amended or changed must be eligible for financing with proceeds of Warrants issued pursuant to the Authorizing Law and eligible for funding from GOMESA Revenues, such amendment or change may not cause the amount of the Warrants chargeable against the County's constitutional limitation on indebtedness to increase, and any such amendment with respect to the GOMESA Projects financed with the Warrants must not, in the opinion of nationally recognized bond counsel, adversely affect the tax exempt status of the Warrants. Upon adoption of such a Resolution the County shall execute an amendment to the Financing and Trust Agreement amending the description of the GOMESA Projects contained in <a href="Exhibit A">Exhibit A</a> thereto and shall provide notice of such amendment to the extent required by the Continuing Disclosure Agreement.

Section 9.2 <u>Contractual Provisions</u>. The provisions of this Resolution shall constitute a contract between the County and the Holders at any time of the Warrants. Upon payment in full of the principal of and interest on the Warrants the obligations of the County hereunder shall cease with respect to such Warrants.

Section 9.3 <u>Warrants Payable at Par</u>. Each bank at which the Warrants may at any time be payable, by acceptance of its duties as paying agent there for, shall be construed to have agreed thereby with the Holders of the Warrants that all remittances made by it on the Warrants shall be made in bankable funds at par and without deduction for exchange, fees or expenses.

Section 9.4 <u>Severability</u>. The various provisions of this Resolution and Order are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Resolution and Order.

Section 9.5 <u>Repeal of Conflicting Provisions</u>. All resolutions, orders or parts thereof in conflict with this Resolution and Order are to the extent of such conflict are hereby repealed.

President Carl voted "No".

Motion carried.

#### AGENDA #56

# APPROVE RENEWING CONTRACT/ EARL DUDLEY, LLC

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve renewing contract with Earl Dudley, LLC, for a one-year subscription of iNet CORS GPS Network, for the period from September 1, 2020 through August 31, 2021, in the amount of \$1,200.00, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

## AGENDA #57

AUTHORIZE ACQUISITION OF PROPERTY/
ACCEPTANCE OF RIGHT-OF-WAY DEED AND/OR EASEMENT

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

Dawes Road, MCP-003-18, Tract 1

Jojo Schwarzauer

easement

McDavid Road, Project MCR-2018-204, Tract 11

Steven Warner Anthony and Melissa Ann Anthony

deed

APPROVE RENEWING CONTRACT/ COASTAL WEATHER RESEARCH CENTER/ FORECAST AND WARNING SERVICE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve renewing contract with the Coastal Weather Research Center for their Forecast and Warning Service, for one-year, for the period from September 1, 2020 through August 31, 2021, in the amount of \$3,600.00, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

## AGENDA #59

APPROVE FINAL PLAT/CREEKSIDE ESTATES,
PHASE I/ACCEPT ROAD RIGHTS-OF-WAYS ON
THE SUBDIVISION PLAT/ACCEPT ROADS IN
SUBDIVISION FOR MAINTENANCE BY MOBILE
COUNTY/ACCEPT WARRANTY DEED FOR
RIGHTS-OF-WAYS ON PLAT/DISTRICT 3

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve final plat of Creekside Estates, Phase I and accept road rights-of-ways as shown on the subdivision plat for the following streets:

Stream Bank Drive Creek Side Trail

and accept the roads in this subdivision for maintenance by Mobile County together with the drainage system as it affects said roads and accept the Warranty Deed for the rights-of-ways indicated on this plat. (37 lots, Stream Bank Drive and Creek Side Trail, District 3)

APPROVE FINAL PLAT/COLLETON PLACE,
PHASE 4/ACCEPT ROAD RIGHTS-OF-WAYS
ON SUBDIVISION PLAT/ACCEPT ROADS IN
SUBDIVISION FOR MAINTENANCE BY MOBILE
COUNTY/ACCEPT WARRANTY DEED FOR
RIGHTS-OF-WAYS ON PLAT/DISTRICT 2

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve final plat of Colleton Place, Phase 4 and accept road rights-of-ways as shown on the subdivision plat for the following streets:

Colleton Drive East Fairview Court Hilltop Court

and accept the roads in this subdivision for maintenance by Mobile County together with the drainage system as it affects said roads and accept the Warranty Deed for the rights-of-ways indicated on this plat.

(37 lots, Colleton Drive East, Fairview Court, and Hilltop Court, District 2)

Motion carried unanimously.

Dena Pollard, Public Affairs Officer: Excuse me, Commissioners. Someone has signed in to address you on item #61.

President Jerry L. Carl: Okay.

**Dena Pollard:** Mr. Jack French with the Livingstone Subdivision.

President Carl: Good morning, Mr. French.

Jack French, 2201 Livingstone Court, Mobile, AL 36695: How are you doing, Commissioner Carl? I guess like a bad habit, I am back. I do not know if I am alone this time or not, so I am just going to ask if anyone else is here for Livingstone Subdivision? I do not know anybody in the other thirty-two (32) or so houses. I am sure there is somebody from the Board of Engineers.

President Carl: Right there beside you.

Jack French: Yes. First of all, I appreciate y'all listening to me. It restores my faith in what I have always believed in with the Federal System of Government. I think it should operate from the bottom up because the

decay is coming from the top down. I hold no bad thoughts at all of this Commission, the way we do business in Mobile County, and I love living here. I have been here for nine (9) years and in our neighboring county for four (4) years. I feel like I am from here even though I am a native Mississippian. Let me start from the top down, but I would say if we have anybody who can ever do anything about what is going on at the top, I would ask them to be their own person and continue to believe in the things that made this country great and things God intended for us to do. Moving onto a specific situation now, some things need to be gone over. The Commission Meeting that  $y^{\prime}$  all instructed or requested us to have with the real estate company, they must have known I was coming because they didn't want anything to do with me. In fact, I did not receive a reply from all three (3) entities during the week since we have been gone. That's neither here nor there. I think something was devised. I do not feel good about it. had a meeting last Friday night. I am not going to go into deep details, but I am pretty busy on Friday nights this time of year. I think everybody in Alabama ought to be and I am sure there should be a fine for holding a meeting on a Friday night. I just need to check back to see if there is one; if not we need to get one. This is all we have left. I appreciate what y'all did when I saw what you did for B.C. Rain High School. He is one of my friends and co-coaches. There is nothing left for us as private Christian citizens in this country as professional sports and college sports are going downhill. High school sports is about all we have left. I do appreciate your support and what y'all gave us for that. Now let me get to this deal. Since I wasn't there, I had to listen to what the neighbors told me what went on, what they asked, and what the answers were. I think it was a good meeting. It got a lot of information. I think it was two (2) hours' worth of meeting. I think we all felt better and as I told you the first time I came here, I have no problem with a retirement home. I think that is the best thing they could put there. If you asked of all of the things that could be built on the property next to you, I think that would have been your best choice. However, it is not an average retirement home. They gave us a place to look at in Fairhope, Alabama. I can tell you it is not an ugly place, but it is not a pretty place. I imagine if you made it a three-story building, it will not be an attractive place. They have all kinds of pictures of buildings they did on their website and I do not see any three-story buildings. I think there will be some problems, the least of which would be our fire department situation that needs to be considered. They asked if there would be a fence and at that time they said no. Later on they came back and said they probably would. I do not even like fences. I never asked for one. I am going to be neighborly. The people that live in the building will be my neighbors and I am going to treat them just like the neighbors I already have.

If they give me an opportunity, I am going to invite them to go to church with me. My wife will continue her usual habit of taking over sausage bread to all fifty-six (56) of We're going to be nice. We are going to treat them like friends and neighbors and consider them as a mission or whatever we got to do. The time could come with a three-story building where we do not need a fence, but will need a wall of some kind. I really do not care about the If the back of it can look decent, I think they do have some amenities they are going to put back there. take on fifty-six (56) neighbors that walk through there and wave at them on the way to the grocery store. fixing to be within walking distance of one of those and we're not excited about it. The next and last subject and then I will sit down, is they asked them about the trees. Everybody in the subdivision has always enjoyed those trees even though it appears to be a tight-eye thicket. The surveyors gave us a little bit better of a look at just what we are talking about. As a Mississippian, I am going to tell you the tallest magnolia trees I have ever seen are up in there. I wish they could stay. There is one live oak tree that I know of on that property. It sits ten (10) feet from my property line. I have watered it for nine (9) years off of my system. I saw where it was and said I would leave it on full throttle and it will take care of the tree. The first job we were given when we were made was to take care of our garden. That is their garden now. I know y'all are not the people to go to about problems about this other than maybe you would support me on it. do not think any live oak tree should be fallen by an ax. None, ever. I think that should be a commandment. I have come to love them. They do not have them where I come from. I think we are very lucky in Mobile, Alabama because we have a lot of them. This one is a particularly pretty tree. I am not an expert but there is one on my property. There are not many trees in Livingstone Subdivision. If you know anything about subdivisions that are built without trees, but if you come back twenty (20) years later, they do not even look like a subdivision. I am all for that and that particular tree is interesting to me. I think the reason it is interesting is its beauty and that is one thing we cannot have too much of. I am not going to stop if these people ever call me back, I am going to ask for the life of one (1) tree.

**President Carl:** Coach, I would suggest you try to work through our staff and see if they can get that message to them.

Jack French: Yes, sir. I would do anything. I will
even pay money out of my pocket to save that tree.

**President Carl:** The only thing we can as a Commission is follow the rules, regulations, and laws. We do not have laws on the book that say we as the Commission have

anything to do with trees in the County. We will be more than glad to deliver your message. For those of y'all that do not know, Coach French is the head football coach at Faith Academy. My mother was extremely independent. is dead and gone now, but she lived in Oleander Park Apartments for a number of years. I cannot tell you of a place that is better managed than Oleander Park Apartments. It is exactly the same type of complex being built here. They were primarily females and were primarily widows. They do not get out and roam much. There is not much of a backyard. I used to go to my mother's house and take her pellet gun away from her. She would shoot at raccoons after her bird food she put out. That is about as wild as they got around there. You could not ask for better neighbors. Will it be an eyesore? I have no idea. With a three-story building, I don't know. When you start talking about taking care of our elderly, especially our widows, and there are a handful of people who are handicapped in there as they have to allot for five (5%) or six (6%) percent for handicap, it is a very peaceful place. couldn't think of a better place as a taxpayer to spend and invest my money than there. There are a lot of mothers there, just like mine was. As independent as she was, that is where she wanted to live. We supported her wishes. I know it will be a change for your neighborhood. All we are voting on is to allow the property to be combined as one piece. That is all we have any influence over. They have met every rule and regulation that our Engineering Department has. As much as I would like to address all of your issues, we simply can't.

**Jack French:** You heard them and I appreciate that. I will deal with the other two (2) entities if they ever call me back.

**President Carl:** Again, I encourage you to work with our staff here. Maybe we can get them a message, especially about the live oak tree. I totally agree with you.

Jack French: Thank y'all very much for hearing me.

President Carl: Thank you.

APPROVE PRELIMINARY AND FINAL PLAT/
JACQUELINE SQUARE, DISTRICT 3/RESURVEY
OF LOTS 1-4, LIVINGSTONE ESTATES
CORRECTION PLAT, DISTRICT 3/SUNRISE
SUBDIVISION, DISTRICT 3

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve preliminary and final plat of Jacqueline Square. (4 lots, McFarland Road at Cottage Hill Road, District 3)

approve preliminary and final plat of Resurvey of Lots 1-4, Livingstone Estates Correction Plat. (2 lots, McFarland Road at Jeff Hamilton Road, District 3)

AND

approve preliminary and final plat of Sunrise Subdivision. (1 lot, Oyler Road near McLeod, District 3)

Motion carried unanimously.

#### AGENDA #62

AWARD BID/PROJECT MCR-2012-310/DAWES ROAD AT JEFF HAMILTON ROAD/JEFF HAMILTON ROAD EXTENSION ROUNDABOUT/HOSEA O. WEAVER AND SONS, INC.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board award the bid for Project MCR-2012-310, Dawes Road at Jeff Hamilton Road/Jeff Hamilton Road Extension Roundabout, to Hosea O. Weaver and Sons, Inc. for their low bid in the amount of \$1,755,408.56.

ASSIGN CONTRACT/PROJECT MCR-2018-001/ STPMB-4919(250)/ADDITIONAL LANES ON THREE NOTCH-KRONER ROAD FROM MCDONALD ROAD TO SCHILLINGER ROAD SOUTH/MICHAEL BAKER INTERNATIONAL, INC.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board assign a contract for preliminary engineering services for Project MCR-2018-001/STPMB-4919(250), Additional Lanes on Three Notch-Kroner Road from McDonald Road to Schillinger Road South, to Michael Baker International, Inc. The cost is not to exceed \$635,374.00, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #64

APPROVE REIMBURSABLE AGREEMENT/BOARD
OF WATER AND SEWER COMMISSIONERS OF THE
CITY OF MOBILE (MAWSS)/MCP-49-082-15/
WIDENING AND RESURFACING OF DAWES ROAD
FROM SCOTT DAIRY LOOP ROAD SOUTH
TO COTTAGE HILL ROAD

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Reimbursable Agreement for Installation of Waterline Facilities within County Right-of-Way with Board of Water and Sewer Commissioners of the City of Mobile (MAWSS) for facilities in conflict with MCP-49-082-15, Widening and Resurfacing of Dawes Road from Scott Dairy Loop Road South to Cottage Hill Road. The total estimated cost is \$20,373.14, to be shared by the Alabama Department of Transportation (ALDOT) and Mobile County at a ratio of 80/20, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

## AGENDA #65

AUTHORIZE TO ADVERTISE AND RECEIVE BIDS/
MCP-001-20/RA49-02-20/RESURFACING AND
STRIPING SOLLIE ROAD FROM THREE NOTCH-KRONER
ROAD NORTHERLY TO COTTAGE HILL ROAD

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize to advertise and receive bids for MCP-001-20/RA49-02-20, Resurfacing and Striping Sollie Road from Three Notch-Kroner Road Northerly to Cottage Hill Road.

Motion carried unanimously.

#### AGENDA #66

ASSIGN CONTRACT/PROJECT MCD3-PW-20-001/ GRAND FARMS ROAD WEST, WATERLINE RELOCATION, FENCE RESET, AND DRIVEWAY PIPE INSTALLATION/ SPEAKS AND ASSOCIATES CONSULTING ENGINEERS, INC.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board assign a contract for professional engineering services for Project MCD3-PW-20-001, Grand Farms Road West, Waterline Relocation, Fence Reset, and Driveway Pipe Installation, to Speaks and Associates Consulting Engineers, Inc., and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

## AGENDA #67

ASSIGN CONTRACT/MCP-012-20 (RA49-04-21)/ CREOLA-AXIS LOOP ROAD NORTH, RRR/ DRIVEN ENGINEERING, INC.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board assign a contract for professional engineering services for MCP-012-20 (RA49-04-21), Creola-Axis Loop Road North, Resurfacing, Restoration, and

Rehabilitation (RRR), to Driven Engineering, Inc., and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

## AGENDA #68

ASSIGN CONTRACT/MCP-012-20 (RA49-04-21)/ CREOLA-AXIS LOOP ROAD NORTH, RRR/ SOUTHERN EARTH SCIENCES, INC.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board assign a contract for professional geotechnical engineering services for MCP-012-20 (RA49-04-21), Creola-Axis Loop Road North, Resurfacing, Restoration, and Rehabilitation (RRR), to Southern Earth Sciences, Inc., and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

## AGENDA #69

ASSIGN CONTRACT/MCP-013-20 (RA49-02-21)/ SAND RIDGE ROAD, RRR/CIVIL SOUTHEAST, LLC

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board assign a contract for professional engineering services for MCP-013-20 (RA49-02-21), Sand Ridge Road, Resurfacing, Restoration, and Rehabilitation (RRR), to Civil Southeast, LLC., and authorize the President of the Commission to execute the contract on behalf of Mobile County.

## AGENDA #70

ASSIGN CONTRACT/MCP-013-20 (RA49-02-21)/ SAND RIDGE ROAD, RRR/GEOTECHNICAL ENGINEERING-TESTING, INC.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board assign a contract for professional geotechnical engineering services for MCP-013-20 (RA49-02-21), Sand Ridge Road, Resurfacing, Restoration, and Rehabilitation (RRR), to Geotechnical Engineering-Testing, Inc., and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #71

APPROVE RIGHT-OF-WAY AND/OR EASEMENT AGREEMENT/PROJECT MCR-2018-204/MCDAVID ROAD - GRADE, DRAIN, BASE, AND PAVE (GDBP)

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve right-of-way and/or easement agreement for Tract 12 in the amount of \$759.00 for Project MCR-2018-204, McDavid 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.

### AGENDA #72

APPROVE RIGHT-OF-WAY AND/OR EASEMENT AGREEMENT/PROJECT MCR-2014-013/DAWES ROAD - WIDENING, RESURFACING, AND STRIPING

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve right-of-way and/or easement agreement for Tract 7 in the amount of \$300.00 for

Project MCR-2014-013, Dawes Road - Widening, Resurfacing, and Striping, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

## AGENDA #73

APPROVE RIGHT-OF-WAY AND/OR EASEMENT AGREEMENT/PROJECT MCR-2016-001/ MCDONALD ROAD - ADDITIONAL LANES

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve right-of-way and/or easement agreement for Tract 13 in the amount of \$12,000.00 for Project MCR-2016-001, McDonald Road - Additional Lanes, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

#### AGENDA #74

APPROVE RIGHT-OF-WAY AND/OR EASEMENT
AGREEMENT/PROJECT MCR-2018-307/
JOYCE CIRCLE, LLOYD ROAD, AND WILLIAMS
ROAD - GRADE, DRAIN, BASE, AND PAVE (GDBP)

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve right-of-way and/or easement agreement for Tract 21 in the amount of \$945.00 for Project MCR-2018-307, Joyce Circle, Lloyd Road, and Williams Road - Grade, Drain, Base, and Pave (GDBP), and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

## AGENDA #75

ASSIGN CONTRACT/PROJECT MCR-2004-109B/ CITRONELLE STREETS - TRIUMPH ROAD/ TERRACON CONSULTANTS, INC.

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board assign a contract for professional geotechnical engineering services for Project MCR-2004-109B, Citronelle Streets - Triumph Road, to Terracon Consultants, Inc., and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

#### ADD-ON #1

APPROVE COOPERATIVE AGREEMENT/MOBILE
COUNTY COMMISSION, ACCOUNTS DEPARTMENT
OF THE 13TH JUDICIAL CIRCUIT, MOBILE
COUNTY DEPARTMENT OF HUMAN RESOURCES, AND
DEPARTMENT OF HUMAN RESOURCES OF THE STATE
OF ALABAMA/CHILD SUPPORT ENFORCEMENT
PROGRAM FOR FY 2021

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Cooperative Agreement between the Mobile County Commission, Accounts Department of the 13th Judicial Circuit, Mobile County Department of Human Resources, and the Department of Human Resources of the State of Alabama for implementation of the Child Support Enforcement Program for FY 2021, in an amount not to exceed \$1,862,611.06, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

ADD-ON #2

APPROVE CORRECTION/AGENDA ITEM #2 AUGUST 20, 2020

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve correction to Agenda Item 2 August 20, 2020, to read as follows:

Contract for the purchase of an electronic poll book system from Tenex Software Solutions to include hardware, software, printers, training, related peripherals, and first year software licensing and maintenance for the sum of \$597,601.00 and purchase of software maintenance and support for the annual sum of \$56,125.00 payable on the first, second, and third anniversary of the contract, subject to final legal review. This purchase is made with the consent of the Alabama Secretary of State for the November 3, 2020 General Election and thereafter, and anticipated reimbursement from COVID-19 funding sources, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

ADD-ON #3

ADOPT RESOLUTION/DECLARING EXISTENCE
OF LOCAL EMERGENCY AFFECTING PUBLIC
HEALTH AND SAFETY/TROPICAL STORM
OR HURRICANE SALLY

Glenn L. Hodge, County Administrator: Commissioners, we did make a change to the resolution to include the Vice President to have the authority to make a decision as far as for contracting and the closing of County facilities.

President Jerry L. Carl: Thank you.

**Commissioner Connie Hudson:** At this point, do we have any idea or do we anticipate if a decision will be made today?

President Carl: At 10:00 a.m. by Kay Ivey, Alabama
Governor. It just came across.

Commissioner Hudson: About closure of our offices?

President Carl: Yes.

Commissioner Hudson: I know Nick Matranga, License Commissioner, is here today and has that question as well. Welcome Commissioner Matranga.

**Commissioner Hudson:** Are we waiting for updates from the National Weather Service through our Emergency Management Agency (EMA)?

**Glenn L. Hodge:** We are waiting for updates. We just received another one that said we are now under hurricane warning in Mobile County. I am sure by this evening they will know something.

President Carl: Have they upgraded it?

Glenn L. Hodge: Yes to hurricane warning.

President Carl: Okay. They are looking at landfall
sometime in the morning?

Glenn L. Hodge: Yes, early Tuesday morning.

**Commissioner Hudson:** We should potentially know by the close of business today on how it will affect our offices tomorrow, correct?

Glenn L. Hodge: We should.

Commissioner Hudson: Okay.

**Commissioner Merceria Ludgood:** It is called Tropical Storm Sally on the resolution. Do we need to include any upgrades?

Glenn L. Hodge: We do.

Commissioner Ludgood: Okay.

Commissioner Hudson: Tropical Storm/Hurricane Sally.

Glenn L. Hodge: Yes.

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

WHEREAS, the Mobile County Commission is authorized by law to take certain action to protect the safety and welfare of the public upon a determination that an emergency or disaster has occurred or is imminently like to occur; and

WHEREAS, there is an existing and increasing possibility of an emergency or disaster in that the National Hurricane Center has forecast that the path of Tropical Storm/Hurricane Sally may increase to hurricane strength and cross in or around Mobile County, Alabama within the next 24 hours;

WHERAS, Mobile County, along with other Alabama counties, has entered into regional pre-event debris removal and monitoring services contracts for services in the event of a natural disaster necessitating debris removal;

WHEREAS, said service contracts require that in the event county desires to utilize the services of debris removal and/or monitoring, the county will forward to the contractor a written Notice to Proceed on a form prepared for that purpose;

WHEREAS, the Mobile County Commission on the 24th day of August, 2020 adopted by resolution a memorandum of understanding between Mobile County Commission and the Town of Dauphin Island whereby the County Commission assumes responsibility for debris removal and monitoring services and provides for such services to be provided in the jurisdictional limits of the Town of Dauphin Island pursuant to the County's regional pre-event debris removal and monitoring services contracts;

# NOW, THEREFORE, be it resolved that

- 1. The Mobile County Commission determines that an emergency or disaster is imminently likely to occur relating to Tropical Storm/Hurricane Sally and declares a local state of emergency.
- 2. The Commission does hereby waive procedure and formalities otherwise required by law pertaining to the performance of public work, including but not limited to procedure and formalities set out in Section 11-3-8, Code of Alabama (1975), and the Alabama Open Meetings Act, related to calling and conducting its meetings; entering into contracts; incurring obligations, employment of temporary workers; utilization of volunteer workers; rental of equipment; acquisition and distribution, with or without compensation, of supplies, materials, and facilities (including, but not limited to, fuel as needed by federal, state and local governmental entities, relief organizations, and law enforcement and fire departments); and appropriation of public funds.
- 3. The Commission does hereby authorize the President or Vice President of the Commission, to sign, execute, forward, deliver, and take all steps necessary to effectuate the Notice to Proceed with contractor(s) for services of debris removal and/or monitoring to be provided within the jurisdictional limits of Mobile County and the Town of Dauphin Island, as necessary.

4. The Commission requires that all department heads remain in Mobile County for the duration of the emergency.

The Commission does hereby authorize the President or Vice President of the Commission, acting on its behalf, and in light of developing weather and safety conditions resulting from the approach of Tropical Storm/Hurricane Sally, to close Mobile Government Plaza and the annexes thereto, such authority to continue in effect through the duration of the storm.

Motion carried unanimously.

E. Edwin Kerr, Deputy County Administrator:

Commissioners, we have an amendment needed to Item #38. The sponsorship should come from District 2 funds instead of District 1 funds as printed.

**Commissioner Merceria Ludgood:** I do not mind doing it. Can we keep it and do it as Districts 1 and 2 for one thousand five hundred dollars (\$1,500.00) each?

Commissioner Connie Hudson: Even better.

AGENDA #76

# COMMISSION ANNOUNCEMENTS AND/OR COMMENTS

Commissioner Merceria Ludgood: I would like to thank Dena Pollard, Public Affairs Manager, and everybody who worked with her to help make the event for the Feed the Gulf Coast a success. It was a real logistical event to handle more than one thousand five hundred (1,500) cars and ninety thousand pounds (90,000 lbs.) of food. Feeding the Gulf Coast has it down to a science and we thank all of the volunteers who were there. It could not have happened without the volunteers. I just wanted to acknowledge their efforts this morning.

**Commissioner Connie Hudson:** There was a focus on filling out census information. Was that successful as well?

Commissioner Ludgood: We got a lot. A lot of people said they had already done it. We did get a lot of people who did complete census forms.

Commissioner Hudson: Very good.

Commissioner Ludgood: Yes.

President Jerry L. Carl: We have some retirees I
would like to mention.

Delores Poole, Court Police, 24 years

Avis Wilson, License Commission, 18 years

Michael Ranaldson, Road and Bridge Camp 98, 13 years

Michael Imel, Building Maintenance, 15 years

 $\mbox{\bf President Carl:}\ \mbox{\bf We would like to thank them for their service.}$ 

# AGENDA #77

## ADJOURNED

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

President of the County Commission of Mobile County

ATTEST:

Glenn L. Hodge, County Administrator