

September 28, 2020

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 28, 2020 at 10:00 A. M. The following members were:

PRESENT

ABSENT

President Jerry L. Carl  
Commissioner Merceria Ludgood  
Commissioner Connie Hudson

None

Commissioner Carl acted as chairman of the meeting and Glenn L. Hodge, County Administrator and Clerk of the Commission, acted as the 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 W. Bryan Kegley II, County Engineer.

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**President Jerry L. Carl:** Ms. Torrans, can we get you to come down please? We would like to do a resolution for Domestic Violence Awareness Month in Mobile County, something we take very seriously.

MOBILE COUNTY RECOGNIZES  
Domestic Violence Awareness Month

**WHEREAS:** Once a secret kept in families, domestic violence is now recognized as a serious crime, one that has severe consequences for the survivors, their children, their employers and the community; **AND**

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**WHEREAS:** The problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; **AND**

**WHEREAS:** The impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, through the United States, and the world; **AND**

**WHEREAS:** Almost four million women are physically abused by husbands or boyfriends every year; **AND**

**WHEREAS:** Stopping the cycle of this vicious crime requires not only the resolve and courage of survivors, but also the support and involvement of all of us;

**NOW THEREFORE LET IT BE RESOLVED:** The Mobile County Commission does hereby proclaim October 2020 as:

Domestic Violence Awareness Month

in Mobile County; and commends the efforts of the Mobile County Domestic Violence Task Force; we further urge all residents to actively participate in the scheduled activities and programs to work toward improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

**President Carl:** This means a lot to us and I know how hard you work for it. Thank you for your services.

**Tonie Ann Torrans, Executive Director of Penelope House:** I will just say briefly it is not just a Mobile County thing, it is National Domestic Violence Awareness Month. You'll see this Thursday on October 1st a display we will have outside. All of us have been following along with COVID-19 and the precautions. There have been a lot of Safer-At-Home and Stay-At-Home Orders like that. The theme of the awareness display this year is "Peace on Earth begins at home". We have birdhouses that our clients and their children in the shelter and the staff have decorated. They will be on display at Government Plaza for about two and half (2.5) weeks and then they'll go to Mobile Regional Airport for two and half (2.5) weeks. We will also have a virtual display that will be going on in several businesses in the community that have participated. We will be featuring these birdhouses as a constant reminder to keep the peace at home because that peace will spill out into our communities. Thank you for having us here and thank you for acknowledging October. Wear your purple in support. Thank you.

**Wakanda Figures-Williams, Penelope House:** We thank you for your support.

**President Carl:** All right. I know through COVID-19 our street crimes went down but domestic violence went up. It is one of the things we are having to deal with at this moment. Thank y'all.

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AGENDA #1

APPROVE MINUTES

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve minutes of the special meeting on August 20, 2020 and regular meeting of August 24, 2020.

Motion carried unanimously.

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AGENDA #2

APPROVE CLAIMS

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

CHECK DATE	CHECK #	VENDOR	AMOUNT
9/11/2020	00000177	CINTAS CORP LOC 211	252.74
9/11/2020	00000178	DEES PAPER CO INC	571.22
9/11/2020	00000179	DRIVEN ENGINEERING INC	8,952.32
9/11/2020	00000180	EPHRIAM AND ASSOCIATES ENVIRON	7,306.41
9/11/2020	00000181	GCIS SUPPLY COMPANY INC	3,910.17
9/11/2020	00000182	GOODWYN MILLS AND CAWOOD INC	7,070.00
9/11/2020	00000183	GRAINGER INDUSTRIAL SUPPLY	76.28
9/11/2020	00000184	GULF CITY BODY AND TRAILER WOR	754.62
9/11/2020	00000185	GULF STATES CONSULTANTS AND AD	2,990.00
9/11/2020	00000186	GWINS STATIONERY	1,453.21
9/11/2020	00000187	HYDRAULIC REPAIR SVC	2,192.00
9/11/2020	00000188	KING SECURITY SERVICE LLC	6,326.00
9/11/2020	00000189	LADSCO INC	125.00
9/11/2020	00000190	LATON CLEANING SERVICES	325.00
9/11/2020	00000191	MCGRIFF TIRE CO	1,039.70
9/11/2020	00000192	MORROWS CONTRACTING INC	2,046.70
9/11/2020	00000193	NEEL SCHAFFER INC	6,713.39
9/11/2020	00000194	RETIF OIL AND FUEL LLC	59,860.02
9/11/2020	00000195	SENIOR COMPANION PROGRAM OF MO	12,174.01
9/11/2020	00000196	SOUTHEASTERN PRESS	987.00
9/11/2020	00000197	SOUTHERN EARTH SCIENCES INC	1,783.25
9/11/2020	00000198	THINKGARD LLC	766.33
9/11/2020	00000199	TRACTOR AND EQUIPMENT CO	519.88
9/11/2020	00000200	TRUCK EQUIPMENT SALES INC	405.00
9/11/2020	00000201	VOLKERT INC	26,309.55
9/11/2020	00000202	VULCAN SIGNS	4,930.00
9/11/2020	00000203	WILLIAMS CONSULTANTS LLC	705.00
9/11/2020	00000204	WITTICHEN SUPPLY CO INC	219.51
9/15/2020	00000205	ADCO COMPANIES LTD	4,569.20
9/15/2020	00000206	ALL OVER JANITORIAL SERVICES I	3,800.00
9/15/2020	00000207	AUDIO UNLIMITED INC	1,082.54
9/15/2020	00000208	BAMA AUTO PARTS AND INDUSTRIAL	1,369.43
9/15/2020	00000209	BAY PAPER CO	365.96
9/15/2020	00000210	BEARD EQUIPMENT CO	45.32
9/15/2020	00000211	BUMPER TO BUMPER AUTO PARTS	20.70
9/15/2020	00000212	CHARM TEX	9,590.10
9/15/2020	00000213	CINTAS CORP LOC 211	1,419.26

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CHECK DATE	CHECK #	VENDOR	AMOUNT
9/15/2020	00000214	COAST SAFE AND LOCK	235.00
9/15/2020	00000215	CULLIGAN WATER OF MOBILE	143.60
9/15/2020	00000216	DEES PAPER CO INC	362.96
9/15/2020	00000217	DRIVEN ENGINEERING INC	8,100.00
9/15/2020	00000218	FORD LUMBER CO	141.58
9/15/2020	00000219	GULF STATES DISTRIBUTORS INC	379.80
9/15/2020	00000220	ICE PLANT INC	101.25
9/15/2020	00000221	K AND K SYSTEMS INC	39.34
9/15/2020	00000222	KING SECURITY SERVICE LLC	1,564.00
9/15/2020	00000223	LADD SUPPLY CO INC	85.98
9/15/2020	00000224	MCALEER OFFICE FURNITURE	1,300.00
9/15/2020	00000225	MCGRIFF TIRE CO	153.70
9/15/2020	00000226	MORROWS CONTRACTING INC	382.00
9/15/2020	00000227	NAPHCARE INC	683,906.61
9/15/2020	00000228	ROSSLER, JAMES B	26.10
9/15/2020	00000229	SOUTHEASTERN PRESS	654.00
9/15/2020	00000230	SOUTHERN EARTH SCIENCES INC	4,391.01
9/15/2020	00000231	SPIRE	3,463.93
9/15/2020	00000232	STAFFORD AND ASSOCIATES INC	3,309.00
9/15/2020	00000233	SUPREME MEDICAL	195.96
9/15/2020	00000234	VOLKERT INC	1,167.77
9/22/2020	00000235	AARMS LLC	175.00
9/22/2020	00000236	B AND B APPLIANCE PARTS	671.02
9/22/2020	00000237	BAY NURSING INC	9,400.00
9/22/2020	00000238	BUMPER TO BUMPER AUTO PARTS	43.95
9/22/2020	00000239	C AND S ELECTRIC	2,505.00
9/22/2020	00000240	CINTAS CORP LOC 211	337.95
9/22/2020	00000241	DEES PAPER CO INC	1,966.71
9/22/2020	00000242	GOODWYN MILLS AND CAWOOD INC	16,275.00
9/22/2020	00000243	KNOX PEST CONTROL	986.00
9/22/2020	00000244	MIKE & JERRY'S AUTO PARTS COMP	1,315.26
9/22/2020	00000245	MOBILE CO FOSTER GRANDPARENT P	24,682.15
9/22/2020	00000246	NEEL SCHAFFER INC	15,612.32
9/22/2020	00000247	RETIF OIL AND FUEL LLC	8,408.12
9/22/2020	00000248	RETIRED AND SENIOR VOLUNTEER P	5,730.00
9/22/2020	00000249	SATSUMA SCHOOL SYSTEM	123.78
9/22/2020	00000250	SENIOR COMPANION PROGRAM OF MO	13,919.02
9/22/2020	00000251	SHERWIN WILLIAMS CO	73.42
9/22/2020	00000252	THAMES BATRE	100.00
9/22/2020	00000253	TRIPLE POINT INDUSTRIES LLC	1,131.92
9/22/2020	00000254	ULINE	1,188.15
9/22/2020	00000255	WESCO GAS AND WELDING SUPPLY I	73.00
9/22/2020	00000256	WITTICHEN SUPPLY CO INC	887.35
9/11/2020	00376852	D3 INC	750.60
9/11/2020	00376853	ALABAMA INTERACTIVE LLC	580.00
9/11/2020	00376854	ALABAMA MEDIA GROUP	607.60
9/11/2020	00376855	ALABAMA POWER CO	11,421.54
9/11/2020	00376856	AS AND G CLAIMS ADMINISTRATION	29,360.00
9/11/2020	00376857	AT AND T	14,525.89
9/11/2020	00376858	B B AND T FINANCIAL	4,559.08
9/11/2020	00376859	B B AND T FINANCIAL	21.00
9/11/2020	00376860	CHAPMAN MASONRY	800.00
9/11/2020	00376861	CITY ELECTRIC SUPPLY	1,521.54
9/11/2020	00376862	DADE PAPER AND BAG CO	4,635.10
9/11/2020	00376863	DISPLAY GALLERY INC	2,781.00
9/11/2020	00376864	FEEDING THE GULF COAST	16,000.00
9/11/2020	00376865	FRED PRYOR SEMINARS	149.00
9/11/2020	00376866	FUSIONPOINT MEDIA INC	25.00
9/11/2020	00376867	G AND C SUPPLY	29,025.00

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CHECK DATE	CHECK #	VENDOR	AMOUNT
9/11/2020	00376868	G G PORTABLES INC	71.00
9/11/2020	00376869	GENERAL FUND	109,101.35
9/11/2020	00376870	GENERAL FUND	484,332.32
9/11/2020	00376871	GILMORE SERVICES	119.90
9/11/2020	00376872	GOLDEN TOUCH COMMERCIAL CLEANI	1,750.00
9/11/2020	00376873	GOODYEAR COMMERCIAL TIRE AND S	14,975.99
9/11/2020	00376874	GRAESTONE AGGREGATES LLC	675.87
9/11/2020	00376875	GRAINGER INDUSTRIAL SUPPLY	143.10
9/11/2020	00376876	GULF COAST TRUCK AND EQUIPMENT	206.87
9/11/2020	00376877	H G MAYBECK CO INC	921.00
9/11/2020	00376878	HALL, TESSA	149.00
9/11/2020	00376879	HOLT, GRADY	125.25
9/11/2020	00376880	HOME DEPOT, THE	807.09
9/11/2020	00376881	INDUSTRIAL MOWING LLC	2,142.00
9/11/2020	00376882	JORDAN, THOMAS TIMOTHY	120.00
9/11/2020	00376883	KENWORTH OF MOBILE INC	553.52
9/11/2020	00376884	KRONOS INC	7,288.32
9/11/2020	00376885	LAGNIAPPE	990.37
9/11/2020	00376886	LAGNIAPPE	101.65
9/11/2020	00376887	LITTLETON, DENISE I	2,697.05
9/11/2020	00376888	MCDONALD MUFFLER	50.00
9/11/2020	00376889	MCKESSON MEDICAL SURGICAL GOVE	562.15
9/11/2020	00376890	MIDWAY LUMBER	157.50
9/11/2020	00376891	MINGLEDORFFS INC	1,434.99
9/11/2020	00376892	MOBILE AREA WATER AND SEWER SY	1,383.58
9/11/2020	00376893	MOBILE AREA WATER AND SEWER SY	360.93
9/11/2020	00376894	MOBILE AREA WATER AND SEWER SY	360.93
9/11/2020	00376895	MOBILE FENCE CO	1,403.00
9/11/2020	00376896	MULLINAX FORD OF MOBILE LLC	3,515.87
9/11/2020	00376897	NOTARY PUBLIC UNDERWRITERS INC	171.00
9/11/2020	00376898	PITNEY BOWES BANK INC, THE	16,200.00
9/11/2020	00376899	PROBATE COURT	23.00
9/11/2020	00376900	PROVETLOGIC LLC	169.50
9/11/2020	00376901	RHODES MECHANICAL LLC	510.00
9/11/2020	00376902	ROOFERS MART SOUTHEAST INC	584.25
9/11/2020	00376903	S AND O ENTERPRISES	60.00
9/11/2020	00376904	SEMMES COMMUNITY CENTER	475.00
9/11/2020	00376905	SMITH, LEE MACK	30.00
9/11/2020	00376906	SOUTH ALABAMA UTILITIES	13,255.09
9/11/2020	00376907	STAPLES BUSINESS ADVANTAGE	918.05
9/11/2020	00376908	STRICKLAND PAPER CO INC	1,212.50
9/11/2020	00376909	TERRACON	3,928.61
9/11/2020	00376910	TSA INC	4,005.00
9/11/2020	00376911	VIC REAL ESTATE LLC	1,800.00
9/11/2020	00376912	VULCAN MATERIALS CO	26,393.74
9/11/2020	00376913	WARD INTERNATIONAL TRUCKS OF A	110.83
9/11/2020	00376914	WATTIER SURVEYING INC	5,450.98
9/11/2020	00376915	WEX BANK	166.97
9/15/2020	00376916	2019 CAPITAL IMPROVEMENT FUND	80,000.00
9/15/2020	00376917	A AND M PORTABLES INC	150.00
9/15/2020	00376918	A T AND T MOBILITY	3,330.21
9/15/2020	00376919	AASHTO PUBLICATIONS	651.84
9/15/2020	00376920	ABBA SHRINERS	900.00
9/15/2020	00376921	AL FLA PLASTIC CO	3,868.33
9/15/2020	00376922	ALABAMA DEPARTMENT OF LABOR	500.00
9/15/2020	00376923	ALABAMA INSTITUTE FOR THE DEAF	657.36
9/15/2020	00376924	ALABAMA LAW ENFORCEMENT AGENCY	13,050.00
9/15/2020	00376925	ALACOURT COM	234.00
9/15/2020	00376926	ALTAPOINTE HEALTH SYSTEMS INC	32,194.25

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9/15/2020	00376927	AMERICAN MESSAGING SERVICES LL	58.93
9/15/2020	00376928	ARROW MAGNOLIA	458.61
9/15/2020	00376929	ARTCRAFT PRESS INC	84.00
9/15/2020	00376930	AT AND T	122.15
9/15/2020	00376931	AZALEA COFFEE SERVICE INC	44.50
9/15/2020	00376932	B AND H PHOTO VIDEO	44.99
9/15/2020	00376933	B B AND T	22,893.73
9/15/2020	00376934	BALDWIN COUNTY SHERIFFS OFFICE	1,950.00
9/15/2020	00376935	BAMA PEST CONTROL	2,520.00
9/15/2020	00376936	BAYSIDE RUBBER AND PRODUCTS IN	1,350.50
9/15/2020	00376937	BLOSSMAN GAS INC	141.23
9/15/2020	00376938	BNI PUBLICATION	295.75
9/15/2020	00376939	BOARD OF SCHOOL COMMISSIONERS	249,607.75
9/15/2020	00376940	BOB BARKER CO INC	1,763.90
9/15/2020	00376941	BORDEN DAIRY COMPANY	238.00
9/15/2020	00376942	BROWNELLS	27.98
9/15/2020	00376943	CDW GOVERNMENT INC	9,582.24
9/15/2020	00376944	CENTURYLINK	74.37
9/15/2020	00376945	CITY ELECTRIC SUPPLY	3,029.40
9/15/2020	00376946	CITY OF DAPHNE	232.33
9/15/2020	00376947	CITY OF MOBILE	8,535.22
9/15/2020	00376948	CITY OF MOBILE	2,336.28
9/15/2020	00376949	CITY OF SARALAND	805.50
9/15/2020	00376950	CITY OF SATSUMA	4,394.49
9/15/2020	00376951	COIN LAUNDRY EQUIPMENT CO	144.38
9/15/2020	00376952	COMCAST CABLE	257.62
9/15/2020	00376953	COOKS PEST CONTROL	70.00
9/15/2020	00376954	COVINGTON AND SONS LLC	108.00
9/15/2020	00376955	CRAFTMASTER HARDWARE CO INC	123.91
9/15/2020	00376956	DADE PAPER AND BAG CO	4,216.71
9/15/2020	00376957	DAVISON FUELS INC	1,800.31
9/15/2020	00376958	DEER OAKS EAP SERVICES LLC	2,228.80
9/15/2020	00376959	DELTA FLOORING INC	14,968.00
9/15/2020	00376960	DIXIE LEASING	184.03
9/15/2020	00376961	DONOHOO CHEVY	123,639.80
9/15/2020	00376962	ELECTION SYSTEMS AND SOFTWARE	91,374.15
9/15/2020	00376963	ENNIS-FLINT INC	4,933.50
9/15/2020	00376964	FADALLAS AUTO AIR AND DETAIL	1,829.17
9/15/2020	00376965	FEDERAL EXPRESS CORP	7.90
9/15/2020	00376966	FEDERAL EXPRESS CORP	37.95
9/15/2020	00376967	FERGUSON ENTERPRISES INC	443.23
9/15/2020	00376968	GENERAL FUND	8,705.86
9/15/2020	00376969	GLOBALSTAR USA	264.59
9/15/2020	00376970	GULF COAST MULTIPLE LISTING SE	864.00
9/15/2020	00376971	H AND S LAND INC	2,980.25
9/15/2020	00376972	HALL, TESSA	208.00
9/15/2020	00376973	HASTIE, KIM	15.00
9/15/2020	00376974	HAVEN HILL EGG CO INC	35.70
9/15/2020	00376975	HEALTH INSURANCE ACCOUNT	25,537.78
9/15/2020	00376976	HICKS, DONALD	14.96
9/15/2020	00376977	IDA MOBILE CO ECONOMIC DEV FUN	94,489.32
9/15/2020	00376978	INFORMATION TRANSPORT SOLUTION	37,471.67
9/15/2020	00376979	INFORMATION TRANSPORT SOLUTION	55.00
9/15/2020	00376980	INFORMATION TRANSPORT SOLUTION	26,020.00
9/15/2020	00376981	IRBY OVERTON VETERINARY HOSPIT	2,764.93
9/15/2020	00376982	JOHN G WALTON CONSTRUCTION CO	200,864.22
9/15/2020	00376983	JOHN G WALTON CONSTRUCTION CO	61,166.29
9/15/2020	00376984	JOHNSON CONTROLS FIRE PROTECTI	23,760.00
9/15/2020	00376985	JSI/DIV JASPER SEATING CO INC	6,499.39

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9/15/2020	00376986	KENWORTH OF MOBILE INC	56.34
9/15/2020	00376987	KRONOS INC	3,644.16
9/15/2020	00376988	LOWES	3,523.81
9/15/2020	00376989	M D BELL CO INC	1,500.00
9/15/2020	00376990	MARSHALL AND SWIFT	7,437.15
9/15/2020	00376991	MCCONNELL AUTOMOTIVE CORP	161.22
9/15/2020	00376992	MCCRORY AND WILLIAMS	5,879.29
9/15/2020	00376993	MCELHENNEY CONSTRUCTION COMPAN	28,480.40
9/15/2020	00376994	MCMASTER CARR SUPPLY CO	85.15
9/15/2020	00376995	MOBILE ASPHALT CO	197.30
9/15/2020	00376996	MOBILE PRESS REGISTER	35.82
9/15/2020	00376997	MONROE COUNTY COMMISSION	593.78
9/15/2020	00376998	MULLINAX FORD OF MOBILE LLC	294.32
9/15/2020	00376999	MWI VETERINARY SUPPLY CO	308.79
9/15/2020	00377000	NATIONAL OFFICE FURNITURE	2,591.00
9/15/2020	00377001	NATIONAL RECREATION AND PARK A	175.00
9/15/2020	00377002	OFFICE DEPOT	359.38
9/15/2020	00377003	OLENSKY BROTHERS OFFICE PRODUC	577.12
9/15/2020	00377004	PALMERS AIRPORT TOYOTA	400.00
9/15/2020	00377005	PENELOPE HOUSE FAMILY VIOLENCE	1,649.28
9/15/2020	00377006	PERFECTING THAT CLEANING SERVI	649.55
9/15/2020	00377007	PLUMBMASTER INC	953.00
9/15/2020	00377008	PRECISION AUTO GLASS INC	275.00
9/15/2020	00377009	PREMIUM PARKING SERVICE LLC	1,860.00
9/15/2020	00377010	PRINT KING	485.63
9/15/2020	00377011	RANGER ENVIRONMENTAL SERVICES	3,591.60
9/15/2020	00377012	REPUBLIC SERVICES 986	115.69
9/15/2020	00377013	RON BUSH INC	6,672.65
9/15/2020	00377014	SAFIN, MELISSA	20.00
9/15/2020	00377015	SEMMES WOMANS CLUB	3,830.73
9/15/2020	00377016	SHARP ELECTRONICS CORP	25.80
9/15/2020	00377017	SHERIFFS FUND	7,239.37
9/15/2020	00377018	SHORELINE ENVIRONMENTAL INC	5,830.29
9/15/2020	00377019	SOUTHERN LAND DEVELOPMENT	93,738.71
9/15/2020	00377020	SPROT PRINTER RIBBONS LLC	1,592.50
9/15/2020	00377021	STANLEY CONVERGENT SECURITY SO	57.12
9/15/2020	00377022	STAPLES BUSINESS ADVANTAGE	101.04
9/15/2020	00377023	STRATUS AUDIO INC	50.00
9/15/2020	00377024	SURETY LAND TITLE INC	147.50
9/15/2020	00377025	TALLASSEE AUTOMOTIVE INC	142,357.00
9/15/2020	00377026	TDA CONSULTING INC	528.00
9/15/2020	00377027	THOMPSON TRACTOR CO INC	3,809.24
9/15/2020	00377028	TRANE USA INC	1,476.00
9/15/2020	00377029	TROTTER SALES AND SERVICE INC	501.00
9/15/2020	00377030	UNIVERSITY OF SOUTH ALABAMA	65,088.99
9/15/2020	00377031	US BANK NATIONAL ASSOCIATION	159,957.51
9/15/2020	00377032	US BANK NATIONAL ASSOCIATION	38,425.19
9/15/2020	00377033	WARD INTERNATIONAL TRUCKS OF A	877.65
9/15/2020	00377034	WASTE MANAGEMENT INC	274.24
9/15/2020	00377035	WEAVER AND SONS INC, HOSEA O	115,793.31
9/15/2020	00377036	WILLIAMS SCOTSMAN INC	576.46
9/15/2020	00377037	XEROX CORP	1,189.44
9/22/2020	00377038	ALABAMA POWER CO	5,526.60
9/22/2020	00377039	ALABAMA POWER CO	227.88
9/22/2020	00377040	ALABAMA POWER CO	661.03
9/22/2020	00377041	ALABAMA POWER CO	426.56
9/22/2020	00377042	ALABAMA POWER CO	427.27
9/22/2020	00377043	ALABAMA POWER CO	615.06
9/22/2020	00377044	ALABAMA POWER CO	51.07

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9/22/2020	00377045	ALABAMA POWER CO	150.09
9/22/2020	00377046	ALABAMA POWER CO	115.19
9/22/2020	00377047	ALABAMA POWER CO	25.37
9/22/2020	00377048	ALABAMA POWER CO	272.96
9/22/2020	00377049	ALABAMA POWER CO	199.24
9/22/2020	00377050	ALABAMA POWER CO	43.02
9/22/2020	00377051	ALABAMA POWER CO	274.60
9/22/2020	00377052	ALABAMA POWER CO	108.44
9/22/2020	00377053	ALABAMA POWER CO	81.51
9/22/2020	00377054	ALABAMA POWER CO	54.66
9/22/2020	00377055	ALABAMA POWER CO	43.96
9/22/2020	00377056	ALABAMA POWER CO	697.92
9/22/2020	00377057	ALABAMA POWER CO	46.20
9/22/2020	00377058	ALABAMA SECTION ASCE	325.00
9/22/2020	00377059	ALABAMA TAX ADMINISTRATORS ASS	625.00
9/22/2020	00377060	ANIMAL CARE OF MOBILE COUNTY	100.00
9/22/2020	00377061	ARAMARK SERVICES INC	132,040.32
9/22/2020	00377062	AS AND G CLAIMS ADMINISTRATION	32,000.00
9/22/2020	00377063	AT AND T	1,114.50
9/22/2020	00377064	AT AND T	963.42
9/22/2020	00377065	AUBURN UNIVERSITY	600.00
9/22/2020	00377066	AVERY, MICHAEL T	22.94
9/22/2020	00377067	B B AND T FINANCIAL	2,255.00
9/22/2020	00377068	BARCLIFT, MATTHEW	260.00
9/22/2020	00377069	BAYSIDE IRRIGATION AND LANDSCA	550.00
9/22/2020	00377070	BLUE CROSS BLUE SHIELD OF ALAB	6,882.45
9/22/2020	00377071	BOARD OF SCHOOL COMMISSIONERS	4,584.92
9/22/2020	00377072	CALL NEWS	53.60
9/22/2020	00377073	CHADS LANDSCAPE MANAGEMENT INC	568.00
9/22/2020	00377074	CITY OF CHICKASAW BOARD OF EDU	93.62
9/22/2020	00377075	CITY OF MOBILE	301.44
9/22/2020	00377076	CITY OF MOBILE	874,603.86
9/22/2020	00377077	CVS PHARMACY	73.39
9/22/2020	00377078	DADE PAPER AND BAG CO	3,422.00
9/22/2020	00377079	DANA SAFETY SUPPLY	1,036.32
9/22/2020	00377080	DELTA FLOORING INC	3,078.69
9/22/2020	00377081	DICKSON, KAYLA ELIZABETH	286.00
9/22/2020	00377082	DISTRICT ATTORNEYS FUND	2,368.66
9/22/2020	00377083	ELECTION SYSTEMS AND SOFTWARE	2,349.79
9/22/2020	00377084	FEDERAL EXPRESS CORP	9.89
9/22/2020	00377085	GASOLINE TAX FUND	700,000.00
9/22/2020	00377086	GEOCUE GROUP INC	850.00
9/22/2020	00377087	GOLDEN TOUCH COMMERCIAL CLEANI	575.00
9/22/2020	00377088	HEROMAN SERVICES PLANT CO LLC	2,524.00
9/22/2020	00377089	INDIGENT CARE FUND	19,167.80
9/22/2020	00377090	JOHNSON CONTROLS FIRE PROTECTI	4,748.00
9/22/2020	00377091	KITTRELL AUTO GLASS LLC	2,094.84
9/22/2020	00377092	LAGNIAPPE	445.17
9/22/2020	00377093	LEADERSHIP ALABAMA	175.00
9/22/2020	00377094	LYONS LAW FIRM	4,167.00
9/22/2020	00377095	MOBILE AREA WATER AND SEWER SY	23,829.99
9/22/2020	00377096	MOBILE AREA WATER AND SEWER SY	3,637.08
9/22/2020	00377097	MOBILE AREA WATER AND SEWER SY	17,401.16
9/22/2020	00377098	MOBILE AREA WATER AND SEWER SY	2,928.93
9/22/2020	00377099	MOBILE AREA WATER AND SEWER SY	35.32
9/22/2020	00377100	MOBILE AREA WATER AND SEWER SY	57.36
9/22/2020	00377101	MOBILE AREA WATER AND SEWER SY	12,390.92
9/22/2020	00377102	MOBILE AREA WATER AND SEWER SY	2,992.28
9/22/2020	00377103	MOBILE AREA WATER AND SEWER SY	129.14



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CHECK DATE	CHECK #	VENDOR	AMOUNT
9/22/2020	00377104	MOBILE AREA WATER AND SEWER SY	587.96
9/22/2020	00377105	MOBILE AREA WATER AND SEWER SY	1,587.81
9/22/2020	00377106	MOBILE AREA WATER AND SEWER SY	35.32
9/22/2020	00377107	MOBILE AREA WATER AND SEWER SY	35.32
9/22/2020	00377108	MOBILE AREA WATER AND SEWER SY	446.14
9/22/2020	00377109	MOBILE AREA WATER AND SEWER SY	48.56
9/22/2020	00377110	MOBILE CO HEALTH DEPT	3,374.89
9/22/2020	00377111	MOBILE CO POLLWORKERS FUND	1,950.00
9/22/2020	00377112	MOBILE CO WATER SEWER AND FIRE	25.54
9/22/2020	00377113	MOBILE CO WORKERS COMP ESCROW	11,577.03
9/22/2020	00377114	MOBILE TECHNICAL INSTITUTE	5,900.00
9/22/2020	00377115	MULLINAX FORD OF MOBILE LLC	564.02
9/22/2020	00377116	NATIONAL STORMWATER CENTER	774.00
9/22/2020	00377117	OFFICE DEPOT	1,515.88
9/22/2020	00377118	PRINT KING	380.00
9/22/2020	00377119	PROVETLOGIC LLC	169.50
9/22/2020	00377120	REAVES, CATHERINE	45.54
9/22/2020	00377121	REGIONS BANK	3,850.00
9/22/2020	00377122	ROADRUNNER PHARMACY	816.00
9/22/2020	00377123	ROSTEN, PETER	2,692.30
9/22/2020	00377124	S AND O ENTERPRISES	870.00
9/22/2020	00377125	SARALAND CITY SCHOOL SYSTEM	263.82
9/22/2020	00377126	SENTRY SECURITY FASTENERS INC	453.00
9/22/2020	00377127	SHRED IT US HOLD CO INC	172.92
9/22/2020	00377128	SIT ON IT	658.26
9/22/2020	00377129	SMALLS MORTUARY INC	3,600.00
9/22/2020	00377130	SOUTH ALABAMA UTILITIES	449.94
9/22/2020	00377131	SPROT PRINTER RIBBONS LLC	154.80
9/22/2020	00377132	SURETY LAND TITLE INC	295.00
9/22/2020	00377133	THE PARTS HOUSE	1,068.80
9/22/2020	00377134	THYSSENKRUPP ELEVATOR CORP	8,805.00
9/22/2020	00377135	TRANE USA INC	3,386.51
9/22/2020	00377136	TURFWELL ATHLETIC FIELDS	1,100.00
9/22/2020	00377137	USSSA INDEPENDENT UMPIRES ASSN	1,130.00
9/22/2020	00377138	WATER WORKS AND SEWER BOARD	358.38
9/22/2020	00377139	WATER WORKS AND SEWER BOARD	152.01
9/22/2020	00377140	WATER WORKS AND SEWER BOARD	2,632.31
9/22/2020	00377141	WICKER, TIMOTHY	21.85
9/22/2020	00377142	WILCOR INTERNATIONAL	264.59
9/22/2020	00377143	XEROX FINANCIAL SERVICES	75.24
9/22/2020	00377144	XEROX FINANCIAL SERVICES	3.75
9/22/2020	00377145	XEROX FINANCIAL SERVICES	73.86
Total Claims Paid for General Invoices			\$ 5,668,847.06
9/14/2020	00000198	MOBILE CO ACCOUNTS PAYABLE ACC	188.10
9/21/2020	00000406	MOBILE CO ACCOUNTS PAYABLE ACC	700,000.00
9/10/2020	00000653	MOBILE CO ACCOUNTS PAYABLE ACC	26,309.55
9/14/2020	00001028	MOBILE CO ACCOUNTS PAYABLE ACC	232,244.80
9/10/2020	00001061	MOBILE CO ACCOUNTS PAYABLE ACC	12,520.98
9/14/2020	00001062	MOBILE CO ACCOUNTS PAYABLE ACC	61,166.29
9/21/2020	00001063	MOBILE CO ACCOUNTS PAYABLE ACC	15,612.32
9/10/2020	00001078	MOBILE CO ACCOUNTS PAYABLE ACC	8,579.40
9/14/2020	00001079	MOBILE CO ACCOUNTS PAYABLE ACC	201,209.02
9/21/2020	00001080	MOBILE CO ACCOUNTS PAYABLE ACC	295.00
9/14/2020	00001092	MOBILE CO ACCOUNTS PAYABLE ACC	1,167.77
9/10/2020	00001239	MOBILE CO ACCOUNTS PAYABLE ACC	13,255.09
9/21/2020	00001240	MOBILE CO ACCOUNTS PAYABLE ACC	875,049.03
9/10/2020	00001270	MOBILE CO ACCOUNTS PAYABLE ACC	16,598.00

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CHECK DATE	CHECK #	VENDOR	AMOUNT
9/10/2020	00001404	MOBILE CO ACCOUNTS PAYABLE ACC	10,735.57
9/14/2020	00001405	MOBILE CO ACCOUNTS PAYABLE ACC	127,858.03
9/10/2020	00001769	MOBILE CO ACCOUNTS PAYABLE ACC	2,062.60
9/14/2020	00001770	MOBILE CO ACCOUNTS PAYABLE ACC	3,868.33
9/21/2020	00001771	MOBILE CO ACCOUNTS PAYABLE ACC	11,883.69
9/14/2020	00002083	MOBILE CO ACCOUNTS PAYABLE ACC	5,480.01
9/10/2020	00002089	MOBILE CO ACCOUNTS PAYABLE ACC	484,332.32
9/14/2020	00002090	MOBILE CO ACCOUNTS PAYABLE ACC	27,553.46
9/21/2020	00002091	MOBILE CO ACCOUNTS PAYABLE ACC	18,643.66
9/10/2020	00002957	MOBILE CO ACCOUNTS PAYABLE ACC	16,261.77
9/14/2020	00002958	MOBILE CO ACCOUNTS PAYABLE ACC	536.92
9/21/2020	00002959	MOBILE CO ACCOUNTS PAYABLE ACC	44,331.17
9/10/2020	00004902	MOBILE CO PAYROLL ACCOUNT	404,038.80
9/11/2020	00004903	MOBILE CO FEDERAL TAX ACCOUNT	29,412.17
9/14/2020	00004904	MOBILE CO ACCOUNTS PAYABLE ACC	4,343.73
9/10/2020	00005119	MOBILE CO ACCOUNTS PAYABLE ACC	311.61
9/10/2020	00005120	MOBILE CO PAYROLL ACCOUNT	5,460.80
9/11/2020	00005121	MOBILE CO FEDERAL TAX ACCOUNT	383.46
9/14/2020	00005122	MOBILE CO ACCOUNTS PAYABLE ACC	639,935.23
9/10/2020	00006763	MOBILE CO ACCOUNTS PAYABLE ACC	23,521.07
9/10/2020	00006764	MOBILE CO PAYROLL ACCOUNT	127,945.78
9/11/2020	00006765	MOBILE CO FEDERAL TAX ACCOUNT	9,490.66
9/14/2020	00006766	MOBILE CO ACCOUNTS PAYABLE ACC	15,672.54
9/21/2020	00006767	MOBILE CO ACCOUNTS PAYABLE ACC	750.00
9/14/2020	00010433	MOBILE CO ACCOUNTS PAYABLE ACC	8,100.00
9/10/2020	00014420	MOBILE CO ACCOUNTS PAYABLE ACC	170,226.90
9/14/2020	00014421	MOBILE CO ACCOUNTS PAYABLE ACC	170,148.21
9/21/2020	00014422	MOBILE CO ACCOUNTS PAYABLE ACC	7,185.38
9/10/2020	00082748	MOBILE CO ACCOUNTS PAYABLE ACC	204,776.92
9/10/2020	00082749	MOBILE CO PAYROLL ACCOUNT	2,197,001.45
9/11/2020	00082750	MOBILE CO FEDERAL TAX ACCOUNT	161,501.48
9/14/2020	00082751	MOBILE CO ACCOUNTS PAYABLE ACC	1,133,145.44
9/21/2020	00082752	MOBILE CO ACCOUNTS PAYABLE ACC	372,987.15

Total Claims Paid for Treasury Division      \$ 8,604,081.66

Total Claims Paid      \$14,272,928.72

Motion carried unanimously.

AGENDA #3

HOLD PUBLIC HEARING/FUND  
BALANCE REPORT/AUGUST 31, 2020

President Carl asked if any citizen of the County wanted an opportunity to be heard, for or against, any item related to the Statement of Revenues, Expenditures, and Changes in the Fund Balance Report, for the period ending August 31, 2020.  
(Act No. 86-414)

There was no response.

September 28, 2020

AGENDA #4

ADOPT MOBILE COUNTY BUDGET/FISCAL YEAR  
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board adopt Mobile County Budget for Fiscal Year October 1, 2020 through September 30, 2021.

**WHEREAS**, it is the desire of the Mobile County Commission to adopt a budget for the operation of the Mobile County government, including the General Fund and the Road and Bridge Fund; and

**WHEREAS**, it is also the intention of the Commission to make certain appropriations and approve contracts necessary to expend funds authorized in the budget;

**NOW, THEREFORE**, the premises considered, the Mobile County Commission does hereby adopt the following budget for the various County funds for the budget year October 1, 2020, through September 30, 2021; and

**BE IT FURTHER RESOLVED**, that the Commission does hereby approve the various appropriations and contract amounts budgeted to be contracted for and appropriated to the various agencies without further action of the County Commission; and

**BE IT FURTHER RESOLVED**, that the President of the Commission is hereby authorized to sign these various contracts and the County Administrator is also authorized to attest the same; and

**BE IT FURTHER RESOLVED**, that no further action shall be required of the Commission to authorize expenditures or appropriations pursuant to any contract or appropriation adopted and approved pursuant to said budget and this resolution.

**Mobile County Commission**  
**Fiscal Year 2020-21**  
**Approved Budget**

General Fund	12,320,993	144,250,475	153,596,261	(2,975,207)	-
Cigarette Tax Fund	-	4,918,520	4,918,520	-	-
Gasoline Tax Fund	-	1,889,000	5,747,138	3,858,138	-
Public Bldg. R&B Fund	-	16,530,600	16,530,600	-	-
Public Hwy & Traffic Fund	-	1,230,250	-	(1,230,250)	-
RRR Gasoline Tax Fund	-	2,411,450	2,411,450	-	-
Reappraisal Fund	-	9,209,929	9,209,929	-	-
Indigent Care Fund	-	829,350	829,350	-	-
Special Grant Funds	-	805,079	1,152,398	347,319	-
Total General And					
Special Revenue Funds	12,320,993	182,074,653	194,395,646	-	-
Special Hwy Tax Fund	-	30,935,000	5,399,850	-	25,535,150 #
TOTALS	12,320,993	215,863,007	202,648,850	-	25,535,150

\* Funds carried over from the prior year

# Funds Accumulation for the Pay-As You-Go program. The Pay-as-You-Go Projects are not included in the annual budget because of the multi year nature of these projects

Functional Budget-All Departments

General Government

Department	Budget
Account Clerk	269,003
Absentee Ballot Manager	311,311
Fiscal Year 2020-21	537,818
Build Maint.-Annex	323,466
Build Maint.-Complex	5,499,264
Build Maint.-Government Plaza	1,485,169
Circuit Court	2,329,640
County Attorney	410,451
County Commission	7,855,581
County Tourism-Appropriation	2,521,756
Custodial-Gov. Plaza	1,268,334
District Court	62,891
District Projects	450,000
Economic Development-Appropriation	10,000
Economic Development-Incentives	1,144,112
Electronics	1,574,659
Garage #4	1,000,122
General Government Projects	964,535
General Support Services	5,816,796
Legislative Delegation	171,508
License Commissioner	7,326,760
Probate Court	6,699,543
Revenue Commissioner	4,415,428
Risk Management	1,798,220
State Offices-Non-Judicial	23,435
Tax Equalization Board	258,293
Treasurer	400,921
Voting Machine Operations	505,881
Total General Government	55,434,897
Percent of Budget	27.36%

Public Safety

Department	Budget
13th Judicial Police	1,779,809
Build Maint.-SYC	549,030
Build Maint.-SYC Annex	105,474
Building Inspections	2,123,716
Build Maint.-Jail	3,050,793
Community Corrections Center	1,768,402
Community Traffic Safety Program	18,131
District Attorney	2,913,488
Public Safety Appropriation	3,095,638
Sheriff's Office/Divisions	23,950,502
Sheriff-Metro Jail	29,125,148
Youth Center Administration	6,232,089
Youth Center Child Nutrition	936,475
Youth Center Juvenile Treatment Program	1,417,808
Total Public Safety	77,066,503
Percent of Budget	38.03%

Sanitation

Department	Budget
Animal Control	1,398,209
Environmental Services	1,674,240
Mobile County Environmental Enforcement	1,162,028
Waste Disposal	75,104
Total Sanitation	4,309,581
Percent of Budget	2.13%

Health

Department	Budget
Health Appropriation	871,984
Total Health	871,984
Percent of Budget	0.43%

Social Services

Department	Budget
Social Services Appropriation	783,554
Total Social Services	783,554
Percent of Budget	0.39%

Culture and Recreation

Department	Budget
Bay Front Park	50,116
Chickasabogue Park	1,246,013
Coastal Response Center	4,877
Escatawpa Hollow Park	308,461
Grand Bay SR/Community Center	3,125
Library-Grand Bay	3,500
Library-Semmes	44,040
Oddfellows Park	49,000
River Delta Marina	716,381

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Semmes Community Center	24,092
Semmes Senior Center	4,963
Soccer Complex	135,000
Tillman's Corner Senior Center	2,542
West Mobile Park	767,517
Wilmer Senior Center	2,768
Total Culture and Recreation	3,362,395
Percent of Budget	1.66%

Road & Bridge

<b>Department</b>	<b>Budget</b>
Mobile County Engineer & Public Works	22,277,738
RRR Projects	2,411,450
County Improvement	2,853,354
Total Road & Bridge	27,542,542
Percent of Budget	13.59%

Misc. Other Accounts

<b>Department</b>	<b>Budget</b>
Tobacco Tax	4,918,520
Reappraisal	9,209,929
Indigent Care	829,350
Special Grant	1,152,398
Total Misc. Other Accounts	16,110,197
Percent of Budget	7.95%

Education

<b>Department</b>	<b>Budget</b>
AG Center	4,264
Commission Educ. Projects	1,200,000
Education Appropriation	1,856,585
Extension Service	8,170
Total Education	3,069,019
Percent of Budget	1.51%

Debt Service

<b>Department</b>	<b>Budget</b>
General Fund Debt Service	8,698,328
Special Highway Tax Debt Service	5,399,850
Total Debt Service	14,098,178
Percent of Budget	6.96%

Transfers

Department	Budget
Operating Transfers (Out)	(4,205,457)
Operating Transfers In	4,205,457
Total Transfers	0
	Percent of Budget 0.00%
Grand Total Functional Budget-All Departments	202,648,850
	100.00%

Functional Budget-General Fund

General Government

Department	Budget
Account Clerk	269,003
Absentee Ballot Manager	311,311
Fiscal Year 2020-21	537,818
Build Maint.-Annex	323,466
Build Maint.-Complex	5,499,264
Build Maint.-Government Plaza	1,485,169
Circuit Court	2,329,640
County Attorney	410,451
County Commission	7,855,581
County Tourism-Appropriation	2,521,756
Custodial-Gov. Plaza	1,268,334
District Court	62,891
District Projects	450,000
Economic Development-Appropriation	10,000
Economic Development-Incentives	1,144,112
Electronics	1,574,659
Garage #4	1,000,122
General Government Projects	964,535
General Support Services	5,816,796
Legislative Delegation	171,508
License Commissioner	7,326,760
Probate Court	6,699,543
Revenue Commissioner	4,415,428
Risk Management	1,798,220

State Offices-Non-Judicial	23,435
Tax Equalization Board	258,293
Treasurer	400,921
Voting Machine Operations	505,881
Total General Government	55,434,897
Percent of Budget	35.52%

Public Safety

Department	Budget
13th Judicial Police	1,779,809
Build Maint.-SYC	549,030
Build Maint.-SYC Annex	105,474
Building Inspections	2,123,716
Build Maint.-Jail	3,050,793
Community Corrections Center	1,768,402
Community Traffic Safety Program	18,131
District Attorney	2,913,488
Public Safety Appropriation	3,095,638
Sheriff's Office/Divisions	23,950,502
Sheriff-Metro Jail	29,125,148
Youth Center Administration	6,232,089
Youth Center Child Nutrition	936,475
Youth Center Juvenile Treatment Program	1,417,808
Total Public Safety	77,066,503
Percent of Budget	49.38%

Sanitation

Department	Budget
Animal Control	1,398,209
Environmental Services	1,674,240
Mobile County Environmental Enforcement	1,162,028
Waste Disposal	75,104
Total Sanitation	4,309,581
Percent of Budget	2.76%

Health

Department	Budget
Health Appropriation	871,984
Total Health	871,984
Percent of Budget	0.56%

Social Services

Department	Budget
Social Services Appropriation	783,554
Total Social Services	783,554
Percent of Budget	0.50%



Culture and Recreation

Department	Budget
Bay Front Park	50,116
Chickasabogue Park	1,246,013
Coastal Response Center	4,877
Grand Bay SR/Community Center	3,125
Library-Grand Bay	3,500
Library-Semmes	44,040
River Delta Marina	716,381
Semmes Community Center	24,092
Semmes Senior Center	4,963
Tillman's Corner Senior Center	2,542
West Mobile Park	767,517
Wilmer Senior Center	2,768
Total Culture and Recreation	2,869,934
Percent of Budget	1.84%

Education

Department	Budget
AG Center	4,264
Commission Educ. Projects	1,200,000
Education Appropriation	1,856,585
Extension Service	8,170
Total Education	3,069,019
Percent of Budget	1.97%

Debt Service

Department	Budget
General Fund Debt Service	8,698,328
Total Debt Service	8,698,328
Percent of Budget	5.57%

Transfers

Department	Budget	
Operating Transfers Out	2,975,207	8
Total Transfers	2,975,207	
Percent of Budget	1.91%	

Grand Total Functional Budget-General Fund 156,079,007  
100.00%

Revenues and Other Sources

GENERAL FUND	
Charges for Service	Revenue / Resources
Animal Shelter Fees	37,000
Junk Ordinance Fees	4,116
Landfill Fees	135,000
Commissions on Pay Telephones	150,000
IP Video Svc Franchise Fees	200,000
Sheriff Fees	10,544
Sheriff Bingo Permits	1,000
Revenue Comm Fees Standard	9,130,000
Revenue Comm Fees School 2001	1,563,000
License Commissioner Fees	2,600,000
Chickasabogue Park Fees	75,000
West Mobile County Park Fees	40,000
River Delta Marina Fees	75,000
Escatawpa Hollow Fees	110,190
Circuit Court Fees	212,020
Alt Senten Act 98-298 Circuit	69,000
Community Corrections Fees	150,000
Domestic Relations Court Fees	38,500
District Court Fees	185,000
Alt Senten Act 98-298 District	125,000
District Court Littering Fine	100
Expungement Fees	650
Juvenile Court Fees	15,000
Probate Judge Fees	1,732,775
Sheriff Sex Offender Fees	19,611
Sheriff Driving Privilege Fee	800
Total Charges for Services	16,679,306
Intergovernmental Revenue	Revenue / Resources
Forfeited Bail	13,931
Drivers License Act 2006-554	44,818
ABC Board Licenses	260,000
State Beer Tax	116,385
State Table Wine Tax	325
Financial Institutions Excise	750,000
State Sales Tax	19,000
Simplified Sellers Tax	4,000,000
Business Privilege Tax-State	579,289
Bus Priv Tx-Corp Shrs Rplc-St	419,514
Oil & Gas-Regular	200,137
Oil & Gas-Offshore	15,802
I&R Circuit Court	1,200,000
Elections	276,000
Board of Voter Registrars	66,037 10
Community Subsidy-Youth Center	255,151
Special Prog Revenue-Youth Ctr	1,025,440
Metro Jail Social Sec Incentive	41,200
Metro Jail - Federal and State	1,136,861
City of Semmes	1,457,283
City of Mobile-Govt Plaza	1,526,269
City of Mobile-Metro Jail	8,680,247
City of Mobile-Youth Center	2,945,867
Grant Reimbursement Revenue	250,000
Total Inter-Governmental Revenue	25,279,556
Taxes	Revenue / Resources
Sales Tax	61,774,420

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Sales Tax-Motor Vehicles	779,148
Sales Tax-Boats	38,726
County Lodging Tax	1,470,000
County Table Wine Tax	30,881
Local Cable Tax	550,000
Property Taxes-Real Property	28,441,986
Property Taxes-Motor Vehicle	3,400,000
Property Taxes-Rev Com Suprnum	30,361
Property Taxes-Rev Com Salary	145,252
Property Taxes-Lic Com Salary	110,864
Property Taxes-Lic Com Suprnum	62,242
Land Redemptions	272,886
Payment in Lieu of Taxes	22,779
Mortgage Filing Tax	1,010,323
Deed Filing Tax	275,000
Mineral Filing Tax	600
<b>Total Taxes</b>	<b>98,415,468</b>

<b>Miscellaneous Income</b>	<b>Revenue / Resources</b>
Rent-Building & Land	37,858
Rent-Agricultural Center	18,031
Rent-Govt Plaza Other	9,893
Commission-Snack Drink Machine	4,651
Rent-Eight Mile Center	250,000
Rental-Theodore Oaks	84,600
Rent-Parking Garage	95,000
Oil Leases	860
Natural Gas Leases	2,680
Sale of Fixed Assets	100,000
Supernumerary Contr-Probate Jd	3,401
Supernumerary Contr-Circuit Jd	3,524
Federal Payments Lieu of Tax	29,000
Interest Revenue	46,779
Investment Income	350,000
Gain/Loss on Investments	(10,000)
Miscellaneous Revenue	1,000,000
Beer Tax Admin Costs	102,145
Gasoline Tax Admin Costs	10,500
Indirect Cost Recovery	133,911
<b>Total Miscellaneous Income</b>	<b>2,272,833</b>

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<b>License and Permit Fees</b>	<b>Revenue / Resources</b>
Solid Waste Permits	15,000
Junkyard License Fees	5,000
Building Permits	950,000
Manufactured Homes	133,312

Business Privilege License	500,000
<b>Total License and Permit Fees</b>	<b>1,603,312</b>

<b>Carryover</b>	<b>Revenue / Resources</b>
Carryover	12,320,993
<b>Total Carryover</b>	<b>12,320,993</b>

<b>Total General Fund Revenue (&amp; Carryover)</b>	<b>156,571,468</b>
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<b>CIGARETTE TAX FUND</b>	<b>Revenue / Resources</b>
Carryover	35,000
4 Cent County Cigarette Tax	910,786
5 Cent County Cigarette Tax	1,789,084
6 Cent County Cigarette Tax	2,146,900
Interest Revenue	750
Cigarette Tax Admin Costs	36,000
<b>Total Revenue (&amp; Carryover)</b>	<b>4,918,520</b>

<b>GASOLINE TAX FUND</b>	<b>Revenue / Resources</b>
Carryover	-
State Gasoline Tax	1,872,000
Interest Revenue	500
Sales of Maps & Publications	3,000
Sale of Fixed Assets	3,500
Miscellaneous Revenue	10,000
<b>Total Revenue (&amp; Carryover)</b>	<b>1,889,000</b>

<b>PUBLIC BUILDING ROAD &amp; BRIDGE</b>	<b>Revenue / Resources</b>
Carryover	-
Property Taxes-Public Bldg.	13,750,000
Property Taxes-Motor Vehicle	1,800,000
Land Redemption-Public Bldg.	130,000
County Gasoline Tax	490,000
Bus Priv Tax-Corp Shrs Rplc	245,000
County Engineer Salary-Reimb	80,600
Interest Revenue	35,000
<b>Total Revenue (&amp; Carryover)</b>	<b>16,530,600</b>

<b>PUBLIC HIGHWAY &amp; TRAFFIC FUND</b>	<b>Revenue / Resources</b>
Carryover	- 14
Mtr Vehicle Regs & Lic Out of State	500,000
MV Lic & Reg Fees-Base Amt	609,000
License Commissioner Fees	120,500
Interest Revenue	750
<b>Total Revenue (&amp; Carryover)</b>	<b>1,230,250</b>

COUNTY IMPROVEMENT FUND	Revenue / Resources
Carryover	1,491,354
Oil & Gas Trust Fund	1,360,000
Interest Revenue	2,000
<b>Total Revenue (&amp; Carryover)</b>	<b>2,853,354</b>

RRR GASOLINE TAX FUND	Revenue / Resources
Carryover	-
MV Lic & Reg Fees Addl	675,000
State Gasoline Tax	1,056,000
Petroleum Inspection Fee	112,000
Additional Excise Tax Fuel	30,250
State Gasoline Tax-Five Cent	523,200
Investment Income	15,000
<b>Total Revenue (&amp; Carryover)</b>	<b>2,411,450</b>

REAPPRAISAL WARRANT FUND	Revenue / Resources
Reappraisal Update	9,134,929
Sale of Fixed Assets	75,000

<b>Total Revenue (&amp; Carryover)</b>	<b>9,209,929</b>
INDIGENT CARE	Revenue / Resources

Carryover	-
Oil & Gas-Regular Indigent	799,000
Oil & Gas-Offshore Indigent	30,000
Interest Revenue	350
<b>Total Revenue (&amp; Carryover)</b>	<b>829,350</b>

SPECIAL GRANT FUNDS	Revenue / Resources
Senior Companion Grant	366,793
RSVP Grant	65,000
Foster Grandparent Grant	373,286
<b>Total Revenue</b>	<b>805,079</b>

SPECIAL HIGHWAY TAX FUND	Revenue / Resources
Carry Over	- 15
Property Taxes-Debt Services	26,260,000
Property Taxes-Motor Veh DS	3,600,000
Land Redemption-Debt Svc	200,000
Bus Priv Tx-Corp Shrs Rplc	450,000
Investment Income	425,000
<b>Total Revenue (&amp; Carryover)</b>	<b>30,935,000</b>
<b>Grand Total Revenue (&amp; Carryover)</b>	<b>228,184,000</b>

***Expenditures and Other Uses***

GENERAL FUND			
County Commission			
	Personnel		5,550,989
	Utility		149,150
	Operating		1,945,442
	Capital		210,000
	Total Budget		7,855,581
Treasurer			
	Personnel		362,136
	Utility		2,965
	Operating		35,820
	Total Budget		400,921
Circuit Court-Judges			
	Personnel		293,653
	Utility		51,480
	Operating		2,545
	Total Budget		347,678
Circuit Court-Clerk			
	Utility		3,400
	Operating		500,000
	Total Budget		503,400
Circuit Court-Investigation & Recovery			
	Personnel		1,311,423
	Utility		10,850
	Operating		125,212
	Total Budget		1,447,485
Circuit Court-Law Library			
	Personnel		1,027
	Utility		2,400
	Operating		23,850
	Total Budget		27,277
Circuit Court-Domestic Relations			
	Utility		3,800
	Total Budget		3,800
District Court-Judges			
	Personnel		39,891
	Utility		23,000
	Total Budget		62,891

Accounts Clerk Office

Personnel	251,436
Utility	1,500
Operating	16,067
Total Budget	269,003

District Attorney Office

Utility	4,728
Operating	2,908,760
Total Budget	2,913,488

Probate Court Administration

Personnel	3,649,427
Utility	45,625
Operating	538,511

Total Budget	4,233,563
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Probate Court Elections

Utility	12,000
Operating	2,453,980
Total Budget	2,465,980

Absentee Ballot Manager

Personnel	311,311
Total Budget	311,311

Board of Registrars

Personnel	443,578
Utility	7,940
Operating	86,300
Total Budget	537,818

License Commissioner

Personnel	6,268,460
Utility	123,500
Operating	934,800
Total Budget	7,326,760

Revenue Commissioner

Personnel	3,135,908
Utility	75,800
Operating	1,203,720
Total Budget	4,415,428

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General Support Services

Personnel	1,689,466
Utility	55,428
Operating	4,071,902
Total Budget	5,816,796

State Offices (Non-Judicial)

Utility	22,960
Operating	475
Total Budget	23,435

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<b>Waste Disposal</b>		
	Operating	75,104
<b>Total Budget</b>		<b>75,104</b>
<b>Risk Management</b>		
	Operating	1,798,220
<b>Total Budget</b>		<b>1,798,220</b>
<b>Economic Incentives</b>		
	Operating	1,144,112
<b>Total Budget</b>		<b>1,144,112</b>
<b>Garage #4</b>		
	Personnel	798,927
	Utility	48,713
	Operating	152,482
<b>Total Budget</b>		<b>1,000,122</b>
<b>Legislative Delegation</b>		
	Personnel	167,491
	Operating	4,017
<b>Total Budget</b>		<b>171,508</b>
<b>Voting Machine Operations</b>		
	Personnel	237,098
	Utility	48,914
	Operating	219,869
<b>Total Budget</b>		<b>505,881</b>
<b>Tax Equalization Board</b>		
	Personnel	147,197
	Utility	2,343
	Operating	108,753
<b>Total Budget</b>		<b>258,293</b>
<b>Build Maint. Government Plaza</b>		
	Utility	1,073,360
	Operating	411,761
	Capital	48
<b>Total Budget</b>		<b>1,485,169</b>
<b>Build Maint. Complex</b>		
	Personnel	3,020,765
	Utility	1,164,126
	Operating	1,300,605
	Capital	13,768
<b>Total Budget</b>		<b>5,499,264</b>
<b>Build Maint. SYC Building</b>		
	Personnel	195,907
	Utility	246,980
	Operating	106,143
<b>Total Budget</b>		<b>549,030</b>



Build Maint. Jail Building			
	Personnel		733,637
	Utility		1,355,000
	Operating		962,156
Total Budget			3,050,793
Build Maint. SYC Annex			
	Utility		20,350
	Operating		85,124
	Total Budget		105,474
Admin-Facilities Design and Construction			
	Personnel		323,466
	Total Budget		323,466
Community Corrections Center			
	Personnel		1,490,669
	Utility		34,000
	Operating		216,733
	Capital		27,000
	Total Budget		1,768,402
County Attorney			
	Personnel		344,414
	Utility		4,940
	Operating		61,097
	Total Budget		410,451
Electronics			
	Personnel		825,078
	Utility		98,053
	Operating		651,528
	Total Budget		1,574,659
Sheriff's Office Administration			
	Personnel		21,424,559
	Utility		249,700
	Operating		2,276,243
Total Budget			23,950,502
Sheriff's Metro Jail & Minimal Security			
	Personnel		18,025,106
	Utility		41,500
	Operating		11,058,542
	Total Budget		29,125,148
Youth Center Administration / Detention			
	Personnel		5,501,710
	Utility		61,750
	Operating		668,629
	Total Budget		6,232,089

Youth Center Child Nutrition

Personnel	621,016
Operating	315,459
Total Budget	936,475

Youth Center Juvenile Treatment Program

Personnel	123,755
Operating	1,294,053
Total Budget	1,417,808

Building Inspection

Personnel	1,682,155
Utility	56,996
Operating	384,565
Total Budget	2,123,716

Environmental Services

Personnel	997,700
Utility	28,656
Operating	647,884

Total Budget 1,674,240

Animal Control

Personnel	984,085
Utility	24,713
Operating	389,411
Total Budget	1,398,209

Mo Co Dept. of Env. Enforcement

Personnel	958,358
Utility	12,200
Operating	191,470
Total Budget	1,162,028

Chickasabogue Park

Personnel	950,583
Utility	114,580
Operating	180,850
Total Budget	1,246,013 23

West Mobile Park

Personnel	530,696
Utility	87,479
Operating	149,342
Total Budget	767,517

Bayfront Park

Utility	8,100
Operating	42,016
Total Budget	50,116

River Delta Marina

Personnel	498,937
Utility	81,663
Operating	135,781

Total Budget	716,381
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Escatawpa Hollow Park

Personnel	152,618
Utility	57,743
Operating	51,400
	46,700

Total Budget	308,461
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Oddfellows Park

Utility	32,000
Operating	17,000

Total Budget	49,000
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Soccer Complex

Utility	27,000
Operating	108,000

Total Budget	135,000
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Extension Service

Utility	6,000
Operating	2,170

Total Budget	8,170
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Educational/AG Center Arena

Operating	4,264
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Total Budget	4,264
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Thirteenth Judicial Police

Personnel	1,623,336
Utility	4,384
Operating	122,419
Capital	29,670

Total Budget	1,779,809
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Government Plaza Custodial

Personnel	1,119,338
Utility	1,923
Operating	147,073

Total Budget	1,268,334
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Community Traffic Safety Program

Personnel	17,689
Operating	442

Total Budget	18,131
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Semmes Community Center			
	Utility		13,285
	Operating		10,807
	Total Budget		24,092
Grand Bay Community Center			
	Operating		3,125
	Total Budget		3,125
Wilmer Community Center			
	Operating		2,768
	Total Budget		2,768
Tillman's Corner Sr. Center			
	Operating		2,542
Total Budget			2,542
Semmes Senior Center			
	Operating		4,963
	Total Budget		4,963
Coastal Response Center			
	Operating		4,877
	Total Budget		4,877
Mobile Public Library-Semmes			
	Utility		32,200
	Operating		11,840
	Total Budget		44,040
Mobile Public Library-Grand Bay			
	Operating		3,500
	Total Budget		3,500
General Government Projects			
	Operating		964,535
	Total Budget		964,535
Education Projects			
	Operating		1,200,000
	Total Budget		1,200,000
District Projects			
	Operating		450,000
	Total Budget		450,000
General Fund Debt Service			
	Debt Funds		8,698,328
Total Budget			8,698,328
Economic Development Appropriations			
Alabama Forestry Commission			10,000
	Total Budget		10,000

**Public Safety Appropriations**

Ala. Dept. of Forensic Sciences	490,000
Mobile Co Emergency Management Agency	649,348
Mobile Co Emergency Medical Services	1,625,000
Mobile Co Assoc Vol Fire Depts	300,000
Mobile Co Sheriff Mounted Unit	8,550
<u>Mobile Co Sheriff Flotilla</u>	<u>22,740</u>
<b>Total Budget</b>	<b>3,095,638</b>

**Health Appropriations**

Board of Health	825,984
Keep Mobile Beautiful	6,000
Sickle Cell Disease Association	20,000
<u>AIDS Alabama South, LLC</u>	<u>20,000</u>
<b>Total Budget</b>	<b>871,984</b>

**Social Services Appropriations**

Mobile Co DHR	27,242
Penelope House	24,023
SARPC Area Agency on Aging	106,314
Child Advocacy Ctr Appropriation	44,645
Family Counseling - 211	88,525
Goodwill Easter Seals-Recycle	150,000
Mobile Area Interfaith Conf.	50,400
Mobile United	22,000
Boys & Girls Clubs South Alabama	160,000
The Salvation Army	12,488
Homeless Coalition of Gulf Coast	10,000
Independent Living Center	45,107
Mobile Co Soil Water Cons Dist	15,000
United Cerebral Palsy of Mobile	2,810
<u>Senior Citizens Services</u>	<u>25,000</u>
<b>Total Budget</b>	<b>783,554</b>

**Education Appropriations**

Dauphin Island Sea Lab	25,000
Chickasaw Public Library	29,770
Citronelle Memorial Library	19,435
Mobile Public Library	1,492,450
Bayou La Batre Public Library	13,105
Prichard Public Library	111,755
Satsuma Public Library	30,910
Mt Vernon Public Library	7,500
Ala Coop Extension System	81,660
<u>Mobile Area Education Foundation</u>	<u>45,000</u>
<b>Total Budget</b>	<b>1,856,585</b>

<b>County Tourism Appropriations</b>		
America's Junior Miss		90,000
Mobile Arts & Sports Association		165,000
Mobile Arts Council		75,591
The Museum of Mobile		50,000
Mobile Museum of Art		50,000
Mobile Area Tennis Association		180,000
South Alabama Botanical & Horticultural Society		10,000
Center for the living Arts		100,000
Gulf Coast Exploreum Museum		50,000
Mobile Alabama Bowl		165,000
Mobile Bay Sports Authority		415,000
Visit Mobile-Mobile Area Convention Center		501,165
Mobile County Summer Internship Program		145,000
Gulf Coast Challenge		125,000
Ladd-Peebles Stadium		150,000
USA Stadium		250,000
<b>Total Budget</b>		<b>2,521,756</b>
<b>Grand Total General Fund</b>		
Personnel Funds Total		86,804,995
Utility Funds Total		5,620,177
Operational Funds Total		43,006,058
Capital Funds Total		327,186
Appropriations Funds Total		9,139,517
<b>Debt Service Funds Total</b>		<b>8,698,328</b>
<b>GENERAL FUND GRAND TOTAL</b>		<b>153,596,261</b>
<b>CIGARETTE TAX FUND</b>		
<b>Cigarette Tax Collector</b>		
	Personnel	196,309
	Utility	2,585
	Operating	162,193
<b>Total Budget</b>		<b>361,087</b>
<b>Alta Pointe</b>		
	Operating	2,086,000
<b>Total Budget</b>		<b>2,086,000</b>
<b>Mobile Infirmary</b>		
	Operating	338,887
<b>Total Budget</b>		<b>338,887</b>
<b>Industrial Development Authority</b>		
	Operating	1,016,660
<b>Total Budget</b>		<b>1,016,660</b>
<b>University of South Alabama</b>		
	Operating	671,735
<b>Total Budget</b>		<b>671,735</b>
<b>Board of School Commissioners</b>		
	Operating	444,151
<b>Total Budget</b>		<b>444,151</b>

<b>Grand Total Cigarette Tax Fund</b>		
Personnel		196,309
Utility		2,585
Operating		4,719,626
<b>CIGARETTE TAX FUND GRAND TOTAL</b>		<b>4,918,520</b>
<b>GASOLINE TAX FUND</b>		
<b>Mobile County Engineering and Public Works</b>		
Utility		510,000
Operating		5,237,138
<b>Total Budget</b>		<b>5,747,138</b>
<b>Grand Total Gasoline Tax Fund</b>		
Utility		510,000
Operating		5,237,138
<b>GASOLINE TAX FUND GRAND TOTAL</b>		<b>5,747,138</b>
<b>PUBLIC BUILDING ROAD AND BRIDGE FUND</b>		
<b>Mobile County Engineering and Public Works</b>		
Personnel		16,524,600
Operating		6,000
<b>Total Budget</b>		<b>16,530,600</b>
<b>Grand Total Public Building Road and Bridge Fund</b>		
Personnel		16,524,600
Operating		6,000
<b>PUBLIC BUILDING ROAD AND BRIDGE FUND GRAND TOTAL</b>		<b>16,530,600</b>
<b>COUNTY IMPROVEMENT FUND</b>		
<b>Facility Projects</b>		
Operating		1,476,122
<b>Total Budget</b>		<b>1,476,122</b>
<b>Infrastructure Projects</b>		
Operating		753,814
<b>Total Budget</b>		<b>753,814</b>
<b>Dauphin Island/Jeremiah Denton Airport</b>		
Operating		8,140
<b>Total Budget</b>		<b>8,140</b>
<b>Transport Alt. Program Sidewalk</b>		
Operating		50,000
<b>Total Budget</b>		<b>50,000</b>
<b>Transport Alt. Program Curb Ramps</b>		
Operating		200,000
<b>Total Budget</b>		<b>200,000</b>
<b>Count Economic Development Program</b>		
Operating		365,278
<b>Total Budget</b>		<b>365,278</b>

<b>Grand Total County Improvement Fund</b>			2,853,354
<b>COUNTY IMPROVEMENT FUND GRAND TOTAL</b>			<b>2,853,354</b>
<b>RRR GASOLINE TAX FUND</b>			
<b>RRR Operations</b>			
Operating			2,411,450
<b>Total Budget</b>			<b>2,411,450</b>
<b>Grand Total RRR Gasoline Tax Fund</b>			
Operating			2,411,450
<b>RRR GASOLINE TAX FUND GRAND TOTAL</b>			<b>2,411,450</b>
<b>REAPPRAISAL FUND</b>			
<b>Revenue Commissioner-Reappraisal Department</b>			
Personnel			5,530,601
Utility			153,000
Operating			2,694,328
Capital			832,000
<b>Total Budget</b>			<b>9,209,929</b>
<b>Grand Total Reappraisal Fund</b>			
Personnel			5,530,601
Utility			153,000
Operating			2,694,328
Capital			832,000
<b>REAPPRAISAL FUND GRAND TOTAL</b>			<b>9,209,929</b>
<b>INDIGENT CARE FUND</b>			
<b>Medical Care for Indigents</b>			
Operating			829,350
<b>Total Budget</b>			<b>829,350</b>
<b>Grand Total Medical Care for Indigents</b>			
Operating			829,350
<b>INDIGENT CARE FUND GRAND TOTAL</b>			<b>829,350</b>
<b>SPECIAL GRANT FUNDS</b>			
<b>Senior Companion Grant Program</b>			
Operating			366,793
Appropriation			144,352
<b>Total Budget</b>			<b>511,145</b>
<b>RSVP Grant Program</b>			
Operating			65,000
Appropriation			99,296
<b>Total Budget</b>			<b>164,296</b>
<b>Foster Grandparent Grant Program</b>			
Operating			373,286
Appropriation			103,671
<b>Total Budget</b>			<b>476,957</b>



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<b>Grand Total Special Grant Funds</b>	
Operating	805,079
Appropriation	347,319
<b>SPECIAL GRANT FUNDS GRAND TOTAL</b>	<b>1,152,398</b>
<b>SPECIAL HIGHWAY TAX FUND</b>	
<b>Special Highway Tax Debt Service</b>	
Operating	30,000
Debt	5,369,850
<b>Total Budget</b>	<b>5,399,850</b>
<b>Grand Total Special Highway Tax Debt Service</b>	
Operating	30,000
Debt	5,369,850
<b>SPECIAL HIGHWAY TAX FUND GRAND TOTAL</b>	<b>5,399,850</b>
<b>Grand Total All Budgeted Funds</b>	
Personnel Funds Total	109,056,505
Utility Funds Total	6,285,762
Operational Funds Total	62,592,383
Capital Funds Total	1,159,186
Appropriations Funds Total	9,486,836
Debt Service Funds Total	14,068,178
<b>EXPENDITURES AND OTHER USES GRAND TOTAL</b>	<b>202,648,850</b>

**Operating Transfers Out**

**General Fund**

Transfer to Gas Tax	2,627,888
Transfer to Senior Companion Program	144,352
Transfer to RSVP Program	103,671
Transfer to Foster Grandparent Program	99,296
<b>General Fund Transfers Out</b>	<b>2,975,207</b>

**Public Highway & Traffic Fund**

Transfer to Gas Tax Fund	1,230,250
<b>Public Highway &amp; Traffic Fund Transfers Out</b>	<b>1,230,250</b>

<b>GRAND TOTAL TRANSFERS OUT</b>	<b>4,205,457</b>
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**Operating Transfers In**

**Gasoline Tax Fund**

Transfer from General Fund	2,627,888
Transfer From Public Highway & Traffic Fund	1,230,250
<b>Total Fund Transfers In</b>	<b>3,858,138</b>

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**Special Grant Funds**

Senior Companion Grant	Transfer from General Fund	144,352
RSVP Grant Program	Transfer from General Fund	103,671
<u>Foster Grandparent Program</u>	<u>Transfer from General Fund</u>	<u>99,296</u>

<b>Total Fund Transfers In</b>	<b>347,319</b>
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**GRAND TOTAL TRANSFERS IN**

**4,205,457**

Motion carried unanimously.

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AGENDA #5

APPROVE AMENDING COUNTY COMMISSION  
CONFERENCE AND MEETING SCHEDULE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve amending County Commission Conference and Meeting Schedule to change meeting from Monday, October 12, 2020, to Tuesday, October 13, 2020 at 9:30 A.M.

Motion carried unanimously.

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AGENDA #6

APPROVE RENEWAL/MEMORANDUM OF  
UNDERSTANDING/ADMINISTRATIVE OFFICE  
OF COURTS (AOC)/CIRCUIT COURT CLERK'S  
OFFICE/METRO JAIL'S BUDGET

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve renewal of Memorandum of Understanding with the Administrative Office of Courts (AOC) to provide funding for an employee in the Circuit Court Clerk's Office assigned to process matters related to incarcerated persons to be paid from the Metro Jail's budget, for the period October 1, 2020 through September 30, 2021.

Motion carried unanimously.

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AGENDA #7

APPROVE RENEWAL/PROFESSIONAL  
SERVICES AGREEMENT/PETER ROSTEN/  
JAMES T. STRICKLAND YOUTH CENTER

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve renewal of professional services agreement with Peter Rosten, to provide professional computer, networking, and IT services in the amount of \$70,000.00, for the

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period October 1, 2020 through September 30, 2021, for the James T. Strickland Youth Center, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #8

APPROVE AGREEMENT/TERRACON CONSULTANTS,  
INC./ENVIRONMENTAL REVIEW RECORDS/PROGRAMS  
FUNDED WITH FEDERAL AND/OR STATE FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve agreement with Terracon Consultants, Inc. for professional environmental services pursuant to producing Environmental Review Records for the Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), and other programs as may be funded with Federal and/or State funds requiring similar environmental review. This contract will be for a one (1) year term commencing on October 12, 2020 and shall expire on October 11, 2021; provided, however, the contract shall be automatically renewable for two (2) additional one (1) year terms for a total of not more than three (3) years, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #9

AUTHORIZE ADVERTISEMENT FOR BIDS/  
PROJECT CCP-007-20/2020 THREE YEAR  
FLOOR COVERING REPLACEMENT/INSTALLATION  
AT MOBILE COUNTY FACILITIES

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize advertisement for bids for Project CCP-007-20, 2020 Three Year Floor Covering Replacement/Installation at Mobile County Facilities.

Motion carried unanimously.

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AGENDA #10

APPROVE CHANGE ORDER #1/PROJECT MFP-002-17/  
2017 ELEVATOR MAINTENANCE AND SERVICE FOR  
MOBILE COUNTY FACILITIES/THYSSENKRUPP  
ELEVATOR CORPORATION

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Change Order #1 for Project MFP-002-17, 2017 Elevator Maintenance and Service for Mobile County Facilities with ThyssenKrupp Elevator Corporation. If implemented, the change will decrease the contract by \$9,041.51, and the new contract total will be \$307,818.49, and authorize the President of the Commission to execute the Change Order on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #11

APPROVE AMENDMENT #1/MOTT MCDONALD/  
PROJECT CIP-2019-001M/RENOVATION  
OF PROPERTY AT 355 N. ANN STREET

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Amendment #1 with Mott McDonald for Project CIP-2019-001M, Renovation of Property at 355 N. Ann Street. This amendment will increase the contract amount by \$46,300.00 for additional professional architectural services, and the new contract amount will be \$76,300.00, and authorize the President of the Commission to execute the amendment on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #12

APPROVE HOST COMMUNITY ACCEPTANCE/PROPOSED  
MODIFICATIONS TO THE PERMITTED LANDFILL  
FACILITY OWNED BY ECOSOUTH SERVICES OF  
MOBILE, LLC IN AXIS, ALABAMA/MOBILE  
COUNTY SOLID WASTE DISPOSAL AUTHORITY

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Host Community Acceptance of the proposed modifications to the permitted landfill facility owned by EcoSouth Services of Mobile, LLC in Axis, Alabama, as recommended by the Mobile County Solid Waste Disposal Authority during their Board Meeting of September 9, 2020.

Motion carried unanimously.

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AGENDA #13

APPROVE ISSUANCE OF REQUEST FOR  
PROPOSALS/PART-TIME VETERINARIAN AND  
LICENSED VETERINARY TECHNICIAN/  
MOBILE COUNTY ANIMAL SHELTER

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve issuance of request for proposals for part-time veterinarian and licensed veterinary technician for the Mobile County Animal Shelter.

Motion carried unanimously.

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AGENDA #14

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 four (4) 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.

**Commissioner Connie Hudson:** I think these are our last four (4), if I am not mistaken.

**Jay Ross, County Attorney:** These are our last four (4).

**President Jerry L. Carl:** Okay. Thank you.

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AGENDA #15

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 four (4) 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.

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- Coastal Hospitality Services, LLC in the amount of \$7,500.00, to be used for payroll and rent expenses for three (3) employees for the next four (4) weeks.
- Curry's Service, Inc. in the amount of \$884.00, to be used for utilities expenses for one (1) employee for the next three (3) months.
- Pope Tax and Accounting, LLC in the amount of \$2,302.00, to be used for payroll and rent expenses for ten (10) employees for the next two (2) months.
- Phoenix Forest Products LLC in the amount of \$2,560.00, to be used for payroll and rent expenses for one (1) employee for the next four (4) weeks.

Commissioner Ludgood voted "No".

Motion carried.

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AGENDA #16

AUTHORIZE AMENDMENT/SUB-RECIPIENT  
AGREEMENT/GOODWILL EASTER SEALS OF  
THE GULF COAST, INC./PROJECT NO. 21-07/  
GULF OF MEXICO ENERGY SECURITY ACT  
(GOMESA) EXPENDITURE PLAN/MOBILE COUNTY  
RECYCLE CENTER PROGRAM SUPPORT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board authorize amendment to the sub-recipient agreement with Goodwill Easter Seals of the Gulf Coast, Inc., for Project No. 21-07 of the Gulf of Mexico Energy Security Act (GOMESA) Expenditure Plan, Mobile County Recycle Center Program Support, and authorize the President of the Commission to execute the amendment on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #17

APPROVE PERFORMANCE CONTRACT/MOBILE  
COUNTY COMMISSION AND THE BRIDGE, INC./  
FY 20/21/TRANSITIONS CONTINUING CARE  
PROGRAM AND IN-HOME COUNSELING/ALABAMA  
DEPARTMENT OF YOUTH SERVICES

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve performance contract between the Mobile County Commission and The Bridge, Inc. for FY 20/21 for the provision of the Transitions Continuing Care Program and

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In-Home Counseling, in the amount of \$986,000.00, contingent upon receipt of funding from the Alabama Department of Youth Services, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #18

ADOPT RESOLUTION AND ORDER/AUTHORIZE  
ISSUANCE OF GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2020A

The Commission adopted this item at its conference on Thursday, September 24, 2020, as follows:

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

RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE  
OF \$35,790,000 PRINCIPAL AMOUNT OF  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A

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

**"Authorizing Law"** means Chapter 81 of Title 11, Code of Alabama, 1975, as amended.

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

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

**"Bond Holder"** or **"Holder"** means the registered holder, from time to time, of any of the Bonds.

**"Bonds"** means the County's General Obligation Refunding Bonds, Series 2020A, as more particularly described in Section 2.2 hereof.

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

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

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

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**"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.

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

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

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

**"Interest Payment Date"** means any February 1 or August 1 commencing February 1, 2021, prior to payment of the Bonds.

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

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

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

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

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

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

**"Refunded Bonds"** means those of the Series 2010C Bonds maturing on or after June 1, 2021, being all of the Series 2010C Bonds currently outstanding, refunded with proceeds of the Bonds.

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

**"Series 2010C Bonds"** means the County's General Obligation Refunding Bonds, Series 2010C, originally issued in the principal amount of \$46,095,000 and currently outstanding in the aggregate principal amount of \$45,195,000.

**"Special Bond Tax"** means the ad valorem tax authorized under the provisions of the Special Tax Amendment, to be levied annually on the assessed valuation of all taxable property in the County.

**"Special Tax Amendment"** means Amendment 18 to the Constitution of Alabama, as amended by Amendments 152 and 363 to the Constitution of Alabama, codified as Mobile County Section 5 of the Official Recompilation of the Constitution of Alabama of 1901, Local Amendments, as amended from time to time.

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

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

"Hereby", "herein", "hereinafter", "hereof", "hereunder" and other equivalent words refer to this Resolution 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. Findings of Commission. Having made due and proper investigation of the matters hereinafter referred to, the Commission hereby finds and determines:



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(a) The County has heretofore issued the Series 2010C Bonds pursuant to resolutions and orders of the County adopted on January 25, 2010 and February 8, 2010, as supplemented and amended by resolution adopted on February 26, 2010 (the “2010C Resolution”).

(b) The County has determined that it is necessary, advisable and in the public interest that the County refund the Series 2010C Bonds.

(c) The Series 2010C Bonds are presently outstanding in the aggregate principal amount of \$45,195,000. The County is not in default in the payment of the principal of and the interest on the Series 2010C Bonds or under the 2010C Resolution.

(d) Pursuant to the Authorizing Law the County is authorized to issue its bonds, without an election, in order to refund outstanding bonds of the County, in a principal amount not to exceed the principal amount of the refunded bonds.

(e) The County is authorized to pledge for the security of bonds issued to refund outstanding bonds of the County any tax or revenues pledged to secure the refunded bonds.

(f) Immediately after the issuance of the Bonds, the total indebtedness of the County chargeable against the debt limitation provided for in the Special Tax Amendment will not be more than 6 1/2 % of the assessed valuation of taxable property within the boundaries of the County for the last fiscal year (ended September 30, 2019).

(g) After the issuance of the Bonds, the maximum aggregate amount of principal and interest that will hereafter mature or come due in any fiscal year of the County with respect to the Bonds and all of the debt obligations of the County then outstanding (excluding obligations provision for payment of which has been made as permitted by law) that are secured by a pledge of the Special Bond Tax shall not exceed an amount equal to the proceeds collected from the Special Bond Tax during the last fiscal year of the County (ended September 30, 2019).

ARTICLE II

AUTHORIZATION, DESCRIPTION,  
EXECUTION, PAYMENT AND FORM OF THE BONDS

Section 2.1 Authorization of the Bonds. 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 to fund an escrow to pay the principal of and interest on the Refunded Bonds, and to pay the costs of the issuance of the Bonds, there is hereby authorized to be issued by the County \$35,790,000 in aggregate principal amount of its General Obligation Refunding Bonds, Series 2020A.

Section 2.2 Description of the Bonds. The Bonds shall be issued only in fully registered form, without coupons, shall be issued in principal amounts of \$5,000 or any integral multiple thereof, and shall be numbered from R-1 upwards in the order of their issuance and delivery. The Bonds shall be dated the date of their initial issuance and delivery, shall bear interest from their date (or in the case of a Bond registered in the name of a Holder on or after the first Interest Payment Date, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration) at the rates shown below (calculated on the basis of a 360-day year of twelve 30-day months), payable on each February 1 and August 1 until payment of the principal amount thereof, beginning February 1, 2021, and shall mature on August 1 in the years and amounts as follows:

Year of	Amount	Interest
<u>Maturity</u>	<u>Maturing</u>	<u>Rate</u>
2028	\$2,660,000	5.000%
2029	2,765,000	5.000%
2030	2,880,000	5.000%
2031	2,990,000	5.000%
2032	3,110,000	5.000%
2033	3,235,000	5.000%

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2034	3,360,000	5.000%
2035	3,505,000	5.000%
2036	3,645,000	4.000%
2037	3,760,000	4.000%
2038	3,880,000	4.000%

Section 2.3 Execution of the Bonds. The Bonds shall be executed in the name of the County by the manual or facsimile signatures of the President 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 Bond is the manual execution on behalf of the Bank of the Registration Certificate endorsed on each Bond). 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 Bonds to be executed and sealed in the manner provided by this section.

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

Section 2.5 Form of the Bonds and Related Certificates. The Bonds, the certificate of registration thereof, the registration thereof as a claim against the Bond 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 Bonds)

[FORM OF CAPTION FOR SERIES 2020A BONDS 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.

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

UNITED STATES OF AMERICA  
STATE OF ALABAMA  
COUNTY OF MOBILE  
GENERAL OBLIGATION REFUNDING BOND,  
SERIES 2020A

Maturity Date CUSIP No. Interest Rate

MOBILE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"),  
for value received, promises to pay to

or registered assigns, the principal sum of

\_\_\_\_\_ Dollars

on the Maturity Date specified above or such earlier date as this Bond may be called for redemption, and  
to pay interest on such principal sum from the date hereof (or in the case of a Bond registered in the name  
of the registered Holder hereof on or after February 1, 2021, as evidenced by the Certificate of Registration

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attached hereto, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration), until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on February 1 and August 1 in each year, beginning February 1, 2021 (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 Bond and (to the extent legally enforceable) on any overdue installment of interest on this Bond at the rate borne hereby.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Bond Resolution hereinafter described, be paid to the person in whose name this Bond 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 Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Bond Resolution (as hereinafter defined). One Bond certificate, in the aggregate principal amount of each maturity of the Bonds, 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 Bonds, 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 Bonds 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 Bond, notwithstanding the provisions herein contained, payment of principal of and interest on this Bond will be made in accordance with the existing arrangements between the Paying Agent and DTC.

Subject to the foregoing paragraph, payment of interest on this Bond due on each Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Bond Register maintained with respect to the Bonds. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (an premium, if any, on) this Bond and payment of accrued interest on this Bond due upon maturity shall be made only upon surrender of this Bond at a principal corporate trust office of the hereinafter described Bank in Birmingham, Alabama. Upon the terms and conditions provided in the Bond Resolution, the Holder of any Bond or Bonds in an aggregate principal amount of not less than \$500,000 may request that payment of interest on such Bond or Bonds be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Bank. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the duly authorized issue of Bonds of the County, aggregating \$35,790,000 in principal amount, entitled "General Obligation Refunding Bonds, Series 2020A" (the "Bonds") and issued under and pursuant to a resolution and order duly adopted by the governing body of the County (the "Bond Resolution") and the constitution and laws of the State of Alabama, including particularly Chapter 81 of Title 11 of the Code of Alabama, 1975. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Bond Resolution.

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

The indebtedness evidenced by the Bonds is a general obligation of the County for the payment of which the full faith and credit of the County have been irrevocably pledged, pro rata and without preference or priority of one Bond over another. In addition, the County has specifically pledged and is obligated to make provision annually, for payment of the said principal and interest, so much as may be necessary for that purpose of the special annual ad valorem tax (the "Special Bond Tax") that is authorized to be levied by the County in Amendment XVIII to the Constitution of Alabama, as amended. The said pledge of the

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Special Bond Tax is on a parity with all other pledges of such tax at any time validly made for the benefit of certain other bonds of the County for payment of which the Special Bond Tax may be lawfully pledged or used. Subject to certain limitations and restrictions, the county has the power of pledging from time to time, for payment of the principal of and interest on additional obligations of the County, on a parity with the pledge of the Special Bond Tax made for the benefit of the Bonds, so much of the Special Bond Tax as may be necessary to pay at their respective maturities the principal of and interest on the said additional parity obligations.

Those Bonds maturing on or after August 1, 2031 will be subject to redemption prior to maturity at the option of the County, on August 1, 2030 and on any date thereafter, as a whole or in part, at the redemption price equal to 100% of the principal amount of each Bond (or principal portion thereof) redeemed, plus accrued interest to the date fixed for redemption.

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

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

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

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

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

It has been ascertained and found, and it is hereby certified and recited, that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed or happen precedent to or in the issuance of this Bond 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 Bond Fund and is lawfully due without condition, and that the indebtedness evidenced and ordered paid by this Bond, 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 Bank, as Registrar for the Bonds, by manual signature, this Bond shall not be entitled to any benefit under the Bond Resolution or be valid or obligatory for any purpose.

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IN WITNESS WHEREOF, the County has caused this Bond to be executed with the signatures of the President of the County Commission and by the County Administrator, has caused its corporate seal to be hereunto impressed, and has caused this Bond to be dated October 13, 2020.

MOBILE COUNTY, ALABAMA

(SEAL)

By s\ Jerry Carl  
President of the County Commission

s\ Glenn L. Hodge  
County Administrator of the Mobile  
County Commission

(Form of Registration Certificate)

DATE OF REGISTRATION: \_\_\_\_\_

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

REGIONS BANK, Birmingham, Alabama

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

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

TEN COM	-	As tenants in common
TEN ENT	-	As tenants by the entireties
JT TEN	-	As joint tenants with right of survivorship and not as tenants in common and not as community property
UNIF TRANS MIN ACT	-	<div><div>_____</div><div>(Custodian) (Minor)</div><div>under Uniform Transfer to Minors Act</div></div>

\_\_\_\_\_  
(State)

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

(Form of Assignment)

For value received \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_ the within Bond and hereby irrevocably constitute(s) and appoint(s), attorney, with full power of substitution in the premises, to transfer the Bond on the books of the within mentioned Bank.

Dated this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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Signature Guaranteed:

\_\_\_\_\_  
(Bank or Trust Company)

By \_\_\_\_\_  
(Authorized Officer)

Its Medallion Number \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP) Section 2.6 Home Office Payment Agreement. Upon the written request of the Holder of any Bond or Bonds having an aggregate principal amount of not less than \$500,000, the Bank will make payment of interest due on such Bond or Bonds upon any Interest Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same day funds that is acceptable to the Bank, provided that payment of the principal of such Bond or Bonds shall be made only upon surrender of such Bond or Bonds to the Bank, as Paying Agent.

Section 2.7 Interest After Payment Due Date. The Bonds, any premium thereon and, to the extent legally enforceable, overdue installments of interest thereon, shall bear interest after the maturity dates thereof until paid or until money sufficient for the payment thereof shall have been deposited for that purpose with the Bank, at the respective rates borne thereby.

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

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

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

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

Section 2.8 Temporary Bonds. Pending the preparation of definitive Bonds the County may execute, and upon request of the County the Bank shall register and deliver, temporary Bonds which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Bonds 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 Bonds may determine, as evidenced by their execution of such Bonds.

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

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

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

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

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

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

### ARTICLE III

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

Section 3.1 General Obligation. The indebtedness evidenced by the Bonds is and shall be a general obligation of the County and the full faith and credit of the County are hereby irrevocably pledged to the payment of the principal thereof and interest thereon. In addition, 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 Bonds as the same become due, so much of the Special Bond Tax as may be necessary for the said purpose, including the surplus proceeds on hand collected under the levies of the Special Bond Tax made for the benefit of certain other Bonds of the County at any time issued. The said special pledge shall be on parity with all other valid pledges of the Special Bond Tax at any time made for the benefit of certain other obligations of the County at any time issued.

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

#### Section 3.3 Provision for Payment of Bonds.

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

(b) Bonds 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 3.3 if

- (1) the County and the Bank (or another bank acting as trustee) enter into an appropriate trust agreement under which there shall be deposited, for payment of such Bonds and for payment of the interest to accrue thereon until maturity or early redemption, Government

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Obligations and cash or any combination of cash and Government Obligations which, together with the income to be derived from such, will produce monies sufficient to provide for the payment, redemption and retirement of such Bonds as and when the same become due;

- (2) the County shall have adopted all necessary proceedings providing for the redemption of any such Bonds that are required to be redeemed prior to their respective maturities and shall have instructed the Bank or other trustee under the aforesaid trust agreement to provide such notices of redemption as are required under this Resolution;
- (3) The County and the Bank shall have been furnished with an opinion of nationally recognized bond counsel to the effect that the creation of any such trust will not result in subjecting to federal income taxation the interest on any of the Bonds that are to be paid in accordance with such trust; and
- (4) The County and the Bank shall have been furnished a certificate of a firm of certified public accountants satisfactory to the Bank stating that such trust will produce monies sufficient to provide for the full payment and retirement of such Bonds as and when the principal of and interest on such Bonds shall come due.

Section 3.4. Retention of Moneys for Payment of Bonds. The amounts held by the Bank for the payment of the principal of and interest on any Bonds due on any date shall, pending such payment, be held in trust by the Bank for the holders of the Bonds entitled thereto, and for the purposes of this Resolution the principal of and interest on such Bonds shall no longer be considered to be unpaid. All liability of the County to the Holders of such Bonds and all rights of such Holders against the County under the Bonds or under this Ordinance shall thereupon cease and terminate, and the sole right of such Holders shall thereafter be against such funds. If any Bond shall not be presented for payment within a period of five (5) years following the date when such Bond becomes due, whether by maturity, redemption or otherwise, or if the check or draft providing for any payment of interest on any Bond shall not have been negotiated within such period, the Bank shall return to the County any moneys theretofore held by it for payment of such Bond or such interest, subject to applicable laws of escheat.

#### ARTICLE IV

##### REDEMPTION PROVISIONS

Section 4.1 Optional Redemption of the Bonds. The Bonds having stated maturities on or after August 1, 2031 will be subject to redemption prior to maturity at the option of the County, on August 1, 2030 and on any date thereafter, as a whole or in part, at the redemption price equal to 100% of the principal amount of each Bond (or principal portion thereof) redeemed, plus accrued interest to the date fixed for redemption.

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

Section 4.2 Procedure for Redemption; Provisions With Respect to Optional Redemption. Not more than sixty (60) or less than thirty (30) days prior to the Redemption Date, the County (or the Bank on behalf of the County) shall give, or cause to be given, written notice of such redemption and prepayment by United States mail, registered or certified, to the Holders of each of the Bonds 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 Bonds (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 Bond numbers and any identification numbers of the Bonds or portions thereof to be redeemed and the place where such Bonds are to be surrendered for payment. The holders of any of the Bonds to be redeemed may waive the requirements for notice with respect to the Bonds held by them without affecting the validity of the call for redemption of any other Bonds. The County shall cause to be paid and made available at the office of the Bank, on or prior to the Redemption Date the total Redemption Price of the Bonds (or portions thereof) so called for redemption on such date. Out of the moneys so deposited with it, the Bank shall make provision for payment of the Bonds (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.



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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 Bonds. 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 Bonds 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 Bonds (or portions thereof) identified in such notice, and any Bonds surrendered on the specified redemption date shall be returned to the Holders of such Bonds.

Any optional redemption or prepayment of the Bonds 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 Bonds 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 Bonds or (ii) that all of the Bonds then outstanding are to be retired on the Redemption Date.

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

## ARTICLE V

### REGISTRATION AND TRANSFER OF THE BONDS

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

Section 5.2 Exchange of Bonds. Upon request of the Holder of any Bond, the County shall execute, and the Bank shall register and deliver, upon surrender to the Bank of the Bond or Bonds, in exchange therefor, a Bond or Bonds 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 Bond or Bonds so surrendered, all as may be requested by the persons surrendering such Bond or Bonds.

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

Section 5.4 Effect of Registration. The County, the Registrar, and the Paying Agent may deem and treat the person in whose name a Bond 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 Bond is registered shall, to the extent of such payment, fully discharge all liability thereof.

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

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

- (i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Resolution, and no implied covenants or obligations shall be read into this Resolution against the Bank.
- (ii) In the absence of bad faith or negligence on its part, the Bank may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bank and conforming to the requirements of this Resolution; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Bank, the Bank shall be under a duty to examine the same to determine whether they conform to the requirements of this Resolution.
- (iii) The Bank shall perform the duties imposed by this Resolution and exercise the rights and powers vested in it by this Resolution in accordance with the same degree of care and skill in the performance of such duties as in the conduct of its own affairs.
- (iv) No provision of this Resolution shall be construed to relieve the Bank from liability for its own gross negligence or willful misconduct, except that no provision of this Resolution shall require the Bank to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.
- (v) The Bank may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.
- (vi) The Bank need not recognize a Holder of a Bond as such without the satisfactory establishment of his title to such Bond.
- (vii) Any action taken by the Bank at the request of and with the consent of the Holder of a Bond will bind all subsequent Holders of the same Bond and any Bond issued hereunder in lieu thereof.
- (viii) The Bank may be a Holder or a pledgee of any of the Bonds as if not Bank hereunder.
- (ix) The Bank shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.
- (x) The Bank shall not be liable to pay or allow interest on any moneys to be held by it under this Resolution or otherwise to invest any such moneys, except as specifically required by this Resolution or as may be required by law or other written agreement between the County and the Bank.
- (xi) The Bank may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.
- (xii) The Bank shall, upon reasonable request, inform the County of the amount at the time on deposit in any of the special funds or accounts created hereunder.
- (xiii) The recitals of fact herein and in the Bonds are statements by the County and not by the Bank, and the Bank is in no way responsible for the validity or security of the Bonds or the validity of the security afforded hereby.

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

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

(d) Appointment of Successor Bank; Interim Bank. In case the Bank shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by Holders of a majority in aggregate principal amount of the Bonds then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Bank to be incapable of acting, the County, by an instrument signed by the President of the Commission, shall appoint an interim Bank to serve until a successor Bank shall be appointed by the Holders of a majority in aggregate principal amount of the Bonds, as provided above. Whenever necessary to avoid or fill a vacancy in the office of Bank, the County will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the County shall immediately and without further act be superseded by the Bank appointed by the holders of the Bonds.

The County shall cause notice of the appointment of an interim Bank, in the event that such an appointment is made, to be forwarded by United States registered or certified mail, postage prepaid, to every Holder of a Bond. When the appointment of a successor Bank, as selected by the Holders of a majority in principal amount of the Bonds then outstanding, becomes effective, the County shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim Bank. Every interim or successor Bank appointed pursuant to this Section shall be a trust company or bank which is qualified to perform all duties of the Bank under this Resolution and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept appointment as Bank upon reasonable or customary terms.

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

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

(g) Compensation of Bank. Subject to the provisions of any separate agreement with the Bank, the County shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Resolution, including its services as registrar and paying agent for the Bonds, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

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## ARTICLE VI

### EXECUTION AND DELIVERY OF THE BONDS; APPROVAL OF SALE OF BONDS; USE OF PROCEEDS THEREFROM

Section 6.1 Authority to Execute and Deliver the Bonds. The President of the County Commission and the County Administrator are hereby authorized and directed to cause the Bonds 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 Bonds. The County does hereby (i) approve the sale of the Bonds to Piper Sandler & Co., Loop Capital Markets and Raymond James & Associates, Inc. at the purchase price of \$46,210,097.50 (which reflects original issue premium of \$10,563,257.50 and an Underwriters' discount of \$143,160.00), and (ii) ratify and approve the execution by the President of the Commission of the Bond Purchase Agreement, dated September 23, 2020, between the County and the purchasers.

Section 6.3 Application of Proceeds of Sale; Additional Sums. The gross proceeds derived from the sale of the Bonds shall be used solely for the following purposes:

- (a) The amount of \$46,088,399.06 shall be paid to the Regions Bank, as custodian for the Bond Fund created with respect to the Series 2010C Bonds, to be applied to the redemption and payment of the Series 2010C Bonds; and
- (b) The remainder of the proceeds of the sale of the Bonds (viz., the sum of \$264,858.44), less the amount of the Underwriters' Discount (viz. \$143,160.00), shall be deposited into the Issuance Expense Fund and applied for the purposes described in Section 7.1.

## ARTICLE VII

### CREATION OF ISSUANCE EXPENSE FUND AND BOND FUND; COVENANTS WITH RESPECT TO BOND PROCEEDS

Section 7.1 Issuance Expense Fund. There is hereby created a special account, the full name of which shall be the "Mobile County Issuance Expense Fund, 2020A." The Issuance Expense Fund shall be maintained as a separate fund until the moneys in said fund shall have been fully expended as hereinafter provided. Regions Bank, Birmingham, Alabama is hereby designated as the Depository of the Issuance Expense Fund. The County will apply the moneys in the Issuance Expense Fund solely for payment of costs of issuance of the Bonds, as and when such costs become due and payable.

Moneys may be withdrawn from the Issuance Expense Fund by check, draft or order, signed on behalf of the County by its duly authorized officers. The Depository or Depositories shall be fully protected in paying out any moneys at the time on deposit in the Issuance Expense Fund on checks, drafts or orders signed as hereinabove provided by an authorized officer of the County, and the said depository shall not be liable for the misapplication by the County of any moneys at any time forming a part of the Issuance Expense Fund if such moneys shall be so disbursed without knowledge or reason on the part of said depository to believe that such disbursement constitutes a misapplication of funds. Any amounts remaining on deposit in the Issuance Expense Fund on the date that is ninety (90) days after the date of issuance of the Bonds shall be transferred to the Bond Fund and applied to the payment of interest coming due on the Bonds on or before August 1, 2023.

Section 7.2 Bond Fund. There is hereby created a special account, the full name of which shall be the "Mobile County Bond Fund, 2020A." The Bond Fund shall be maintained as a separate fund until payment in full of the principal of and interest on the Bonds. The Bank is hereby designated as the custodian of the Bond Fund. On or before the Business Day next preceding any Interest Payment Date, the County shall deposit into the Bond Fund an amount which, when added to the amounts already on deposit therein, will be sufficient to provide for the payment of all principal of and interest on the Bonds coming due on such Interest Payment Date. Monies deposited in the Bond Fund shall be used by the Bank for the payment of principal and interest of the Bonds, and for no other purpose until the payment in full of the Bonds.

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

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

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

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

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- (f) It will not cause or permit the Bonds to be federally guaranteed, within the meaning of Section 149(b) of the Code; and
- (g) It will not in any other way cause or permit the proceeds of the Bonds to be used in a manner which would cause the interest on the Bonds to lose the exemption from federal income taxation as provided under the Code and the applicable regulations thereunder and will comply with all applicable provisions of the Code (including, without limitation, the provisions relating to post-issuance actions affecting tax exemption) to the extent necessary for interest on the Bonds to be excludable from gross income of the holders thereof.

ARTICLE VIII

REDEMPTION OF SERIES 2010C BONDS

Section 8.1. Call for Redemption. As of the date of this Resolution there is presently outstanding \$45,195,000 of the Series 2010C Bonds, which bear interest at the rates, and mature on June 1 in the years, as set forth below:

<b>Year of</b>	<b>Interest</b>	<b>Principal</b>
<b><u>Maturity</u></b>	<b><u>Rate</u></b>	<b><u>Amount</u></b>
2021	3.500%	\$ 105,000
2022	3.750	110,000
2023	3.750	115,000
2024	3.750	120,000
2025	4.000	120,000
2026	4.000	125,000
2027	4.125	130,000
2028	4.250	3,365,000
2029	4.250	3,480,000
2030	4.250	3,600,000
2031	4.375	3,720,000
2032	4.500	3,855,000
2033	4.500	3,995,000
2034	4.500	4,140,000
2035	4.500	4,305,000
2038	4.500	13,910,000

The County hereby calls the Refunded Bonds for redemption and payment on November 12, 2020 (said date herein called the "**Redemption Date**"), the said redemption to be effected at a redemption price equal to 100% of the principal amount of the Refunded Bonds plus accrued interest thereon to the Redemption Date. Regions Bank, in its capacity as paying agent for the Series 2010C Bonds, is hereby authorized and directed to give notice of and effect said redemption of the Refunded Bonds in the manner provided in the Series 2010C Resolution, and to take all such other action as shall be necessary or desirable to carry out the foregoing.

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Section 8.2. Payment of Redemption Price. The redemption price, including the outstanding principal amount of the Refunded Bonds and interest accrued and payable thereon to the date of redemption shall be paid from the proceeds of the Bonds.

## ARTICLE IX

### APPROVAL OF OFFICIAL STATEMENT; MISCELLANEOUS PROVISIONS

Section 9.1 Approval of Official Statement. The Commission hereby approves and ratifies the actions heretofore taken in connection with the preparation and distribution of a Preliminary Official Statement respecting the Bonds, which Preliminary Official Statement has heretofore been deemed final within the meaning of Securities and Exchange Commission Rule 15c2-12. The Commission hereby approves and adopts the final Official Statement dated September 23, 2020, respecting the Bonds, the said final Official Statement to be in substantially the form presented to the meeting of the Commission at which this resolution is adopted. The Commission further authorizes the use and distribution of the said Official Statement by the underwriters in connection with the reoffering of the Bonds. In evidence of the approval by the Commission of the said Official Statement, the President of the Commission is hereby authorized and directed to sign manually and deliver the said Official Statement, on behalf of the Commission, with such changes and additions as the President of the Commission shall deem necessary or desirable to consummate the sale and issuance of the Bonds, the determination of the definitive form of the said Official Statement by the President of the Commission to be conclusively established by execution

Section 9.2. Authorization of Continuing Disclosure Agreement. Upon delivery of the Bonds 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 Bonds; 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 9.2.

Section 9.3 Further Acts. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Bonds and in the execution and delivery of the Official Statement or as contemplated by this Bond Resolution.

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

Section 9.4 Contractual Provisions. The provisions of this Resolution shall constitute a contract between the County and the Holders at any time of the Bonds. Upon payment in full of the principal of and interest on the Bonds the obligations of the County hereunder shall cease with respect to such Bonds.

Section 9.5 Bonds Payable at Par. Each bank at which the Bonds 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 Bonds that all remittances made by it on the Bonds shall be made in bankable funds at par and without deduction for exchange, fees or expenses.

Section 9.6 Severability. The various provisions of this Resolution and Order are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Resolution and Order.

Section 9.7 Repeal of Conflicting Provisions. All resolutions, orders or parts thereof in conflict with this Resolution and Order are to the extent of such conflict are hereby repealed.

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

YEAS:

Commissioner Jerry L. Carl  
Commissioner Merceria Ludgood  
Commissioner Connie Hudson

NAYS:

None

Motion carried unanimously.

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AGENDA #19

ADOPT RESOLUTION AND ORDER/AUTHORIZE  
ISSUANCE OF GENERAL OBLIGATION  
REFUNDING WARRANTS, SERIES 2020B

The Commission adopted this item at its conference on Thursday, September 24, 2020, as follows:

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

RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE  
OF \$7,580,000 PRINCIPAL AMOUNT OF  
GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2020B

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

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

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

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

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

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

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



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**"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.

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

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

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

**"Interest Payment Date"** means any February 1 or August 1, commencing February 1, 2021, prior to payment of the Warrants.

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

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

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

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

**"Redemption Date"** means the date on which 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.

**"Refunded Warrants"** means those of the Series 2010A Warrants and the Series 2010B Warrants, maturing on or after June 1, 2021 and refunded with proceeds of the Warrants.

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

**"Series 2010A Warrants"** means the County's General Obligation Build America Warrants, Series 2010A (Taxable), originally issued in the principal amount of \$6,155,000 and currently outstanding in the aggregate principal amount of \$1,465,000.

**"Series 2010B Warrants"** means the County's General Obligation Recovery Zone Economic Development Warrants, Series 2010B (Taxable), originally issued in the principal amount of \$7,305,000 and currently outstanding in the aggregate principal amount of \$7,305,000.

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

**"Warrants"** means the County's General Obligation Refunding Warrants, Series 2020B, as more particularly described in Section 2.2 hereof.

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

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

"Hereby", "herein", "hereinafter", "hereof", "hereunder" and other equivalent words refer to this Resolution 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. Findings of Commission. Having made due and proper investigation of the matters hereinafter referred to, the Commission hereby finds and determines:

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(h) The County has heretofore issued its Series 2010A Warrants and Series 2010B Warrants pursuant to resolutions and orders of the County adopted on January 25, 2010 and February 8, 2010, as supplemented and amended by resolution adopted on February 26, 2010 (the “2010 Resolution”).

(i) The County has determined that it is necessary, advisable and in the public interest that the County refund the Series 2010A Warrants and the Series 2010B Warrants.

(j) The County is not in default in the payment of the principal of and the interest on the Series 2010A Warrants or the Series 2010B Warrants or under the 2010 Resolution.

(k) The Series 2010A Warrants and Series 2010B Warrants are presently outstanding in the aggregate principal amounts of \$1,465,000 and \$7,305,000, respectively.

(l) Pursuant to the Authorizing Law, the County is authorized to issue its Warrants in order to refund outstanding warrants of the County and to pledge for the security thereof the general faith and credit of the County.

(m) 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 Amendment 772 to 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 Authorization of the Warrants. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly the Authorizing Law, and for the purposes of providing the funds needed to refund the Refunded Warrants described above, and paying the costs of the issuance of the Warrants, there is hereby authorized to be issued by the County \$7,580,000 in aggregate principal amount of its General Obligation Refunding Warrants, Series 2020B.

Section 2.2 Description of the Warrants. The Warrants shall be issued only in fully registered form, without coupons, shall be issued in principal amounts of \$5,000 or any integral multiple thereof, and shall be numbered from R-1 upwards in the order of their issuance and delivery. The Warrants shall 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) at the rates shown below (calculated on the basis of a 360-day year of twelve 30-day months), payable on each February 1 and August 1 until payment of the principal amount thereof, beginning February 1, 2021, and shall mature on August 1 in the years and amounts as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$855,000	4.00%
2022	\$725,000	4.00%
2023	\$755,000	4.00%
2024	\$785,000	4.00%
2025	\$815,000	4.00%
2026	\$850,000	5.00%
2027	\$890,000	5.00%
2028	\$930,000	5.00%
2029	\$975,000	5.00%

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Section 2.3 Execution of the Warrants. The Warrants shall be executed in the name of the County by the manual or facsimile signatures of the President and each member of the Commission and of the 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 Bank of the Registration Certificate endorsed on each Warrant). The seal of the Commission, as the official seal of the County, shall be impressed or printed or otherwise reproduced thereon and shall be attested by the aforementioned signature of the 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 Places and Medium of Payment of the Warrants. Principal of and interest on the Warrants shall be payable in lawful money of the United States of America. The principal of the Warrants shall be payable at the principal office of the Bank in Birmingham, Alabama, upon presentation and surrender of the Warrants as the same become due and payable. Interest on the Warrants shall be payable by check or draft mailed by the Bank to the lawful holders of the Warrants at the address shown on the registry books of the Bank pertaining to the Warrants as of the Record Date.

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

(Form of Warrants)

[FORM OF CAPTION FOR SERIES 2020B 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.

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

UNITED STATES OF AMERICA  
STATE OF ALABAMA  
COUNTY OF MOBILE  
GENERAL OBLIGATION REFUNDING WARRANT,  
SERIES 2020B

**Maturity Date****CUSIP No.**

### Interest Rate

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

Dollars

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

or registered assigns, on the maturity date specified above, and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof (or in the case of a Warrant registered in the name of the registered Holder hereof on or after February 1, 2021, as evidenced by the Certificate of Registration attached hereto, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration), until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on February 1 and August 1 in each year, beginning February 1, 2021 (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

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each. Interest shall be payable on overdue principal (and premium, if any) on this Warrant and (to the extent legally enforceable) on any overdue installment of interest on this Warrant at the rate borne hereby.

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

The Warrants are being issued by means of a book-entry system with no physical distribution of Warrant certificates to be made except as provided in the Warrant Resolution (as hereinafter defined). One Warrant certificate, in the aggregate principal amount of each maturity of the Warrants, registered in the name of Cede & Co. as nominee of the DTC, is being issued and required to be deposited with DTC (or an authorized banking institution acceptable to DTC) and immobilized in its custody. The book-entry system will evidence ownership of the Warrants, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal 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, payment of interest on this Warrant due on each Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Warrant Register maintained with respect to the Warrants. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of this Warrant and payment of accrued interest on this Warrant due upon maturity 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, the Holder of any Warrant or Warrants in an aggregate principal amount of not less than \$500,000 may request that payment of interest on such Warrant or Warrants be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Bank. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Warrant is one of the duly authorized issue of warrants of the County, aggregating \$7,580,000 in principal amount, entitled "General Obligation Refunding Warrants, Series 2020B" (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 "Bank"), will serve as Paying Agent and Registrar with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Resolution. For purposes of this Warrant and the Warrant Resolution, the principal office of the Bank shall mean the office where the Bank maintains its principal corporate trust office in Birmingham, Alabama, or such other office as shall be designated by the Bank by written notice to the County and the Holders of the Warrants.

The indebtedness evidenced by the Warrants is a general obligation of the County for the payment of which the full faith and credit of the County have been irrevocably pledged, pro rata and without preference or priority of one Warrant over another.

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

The Warrants are not subject to mandatory or optional redemption prior to maturity.

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

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

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

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

IN WITNESS WHEREOF, the County has caused this Warrant to be executed with the signatures of the President and each member of the County Commission and by the County Administrator, has caused its corporate seal to be hereunto impressed, and has caused this Warrant to be dated October 13, 2020.

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

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[Form of Registration as Claim Against Warrant Fund]

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

\_\_\_\_\_  
Treasurer, Mobile County, Alabama

[Form of Registration Certificate]

DATE OF REGISTRATION: \_\_\_\_\_

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

REGIONS BANK, Birmingham, Alabama

: \_\_\_\_\_  
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	-	As tenants in common
TEN ENT	-	As tenants by the entirety
JT TEN	-	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)

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

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(Form of Assignment)

For value received \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_ the within Warrant and hereby irrevocably constitute(s) and appoint(s), attorney, with full power of substitution in the premises, to transfer the Warrant on the books of the within mentioned Bank.

Dated this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Signature Guaranteed:

\_\_\_\_\_  
(Bank or Trust Company)

By \_\_\_\_\_  
(Authorized Officer)

Its Medallion Number \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP)

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

Section 2.7 Interest After Payment Due Date. The Warrants, any premium thereon and, to the extent legally enforceable, overdue installments of interest thereon, shall bear interest after the maturity dates thereof until paid or until money sufficient for the payment thereof shall have been deposited for that purpose with the Bank, at the respective rates borne thereby.

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

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

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

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

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

Any such temporary Warrants shall be executed by the manual signatures of President and each member of the Commission as required in Article II of this Ordinance 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 Bank, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Warrants the County shall execute and the Bank shall authenticate and deliver in exchange therefor a like principal amount of definitive Warrants of authorized denominations. Until so exchanged, temporary Warrants shall in all respects be entitled to the security and benefits of this Warrant Resolution.

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

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

(a) that such Securities Depository is not required to present a Warrant to the Bank in order to receive a partial payment of principal;

(b) that a legend shall appear on each Warrant so long as the Warrants are subject to such agreement; and

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

So long as an agreement with a Securities Depository is in effect, the County, the Bank and any paying agent or 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

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

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

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



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Section 3.3 Provision for Payment of Warrants.

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

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

- (1) the County and the Bank (or another bank acting as trustee) enter into an appropriate trust agreement under which there shall be deposited, for payment 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 Bank shall have been furnished with an opinion of nationally recognized bond counsel to the effect that the creation of any such trust will not result in subjecting to federal income taxation the interest on any of the Warrants that are to be paid in accordance with such trust; and
- (3) The County and the Bank shall have been furnished a certificate of a firm of certified public accountants satisfactory to the Bank stating that such trust will produce monies sufficient to provide for the full payment and retirement of such Warrants as and when the principal of and interest on such Warrants shall come due.

Section 3.4. Retention of Moneys for Payment of Warrants. The amounts held by the Bank for the payment of the principal of and interest on any Warrants due on any date shall, pending such payment, be held in trust by the Bank for the holders of the Warrants entitled thereto, and for the purposes of this 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 Bank shall return to the County any moneys theretofore held by it for payment of such Warrant or such interest, subject to applicable laws of escheat.

ARTICLE IV

REDEMPTION PROVISIONS

Section 4.1 The Warrants are not subject to mandatory or optional redemption prior to maturity.

ARTICLE V

REGISTRATION AND TRANSFER OF THE WARRANTS

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

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

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of the Warrant or Warrants so surrendered, all as may be requested by the persons surrendering such Warrant or Warrants.

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

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

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

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

- (i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Resolution, and no implied covenants or obligations shall be read into this Resolution against the Bank.
- (ii) In the absence of bad faith or negligence on its part, the Bank may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bank and conforming to the requirements of this Resolution; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Bank, the Bank shall be under a duty to examine the same to determine whether they conform to the requirements of this Resolution.
- (iii) The Bank shall perform the duties imposed by this Resolution and exercise the rights and powers vested in it by this Resolution in accordance with the same degree of care and skill in the performance of such duties as in the conduct of its own affairs.
- (iv) No provision of this Resolution shall be construed to relieve the Bank from liability for its own gross negligence or willful misconduct, except that no provision of this Resolution shall require the Bank to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.
- (v) The Bank may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.
- (vi) The Bank need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such Warrant.
- (vii) Any action taken by the Bank at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any Warrant issued hereunder in lieu thereof.
- (viii) The Bank may be a Holder or a pledgee of any of the Warrants as if not Bank hereunder.
- (ix) The Bank shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.
- (x) The Bank shall not be liable to pay or allow interest on any moneys to be held by it under this Resolution or otherwise to invest any such moneys, except as specifically required by this

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Resolution or as may be required by law or other written agreement between the County and the Bank.

(xi) The Bank may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.

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

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

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

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

(d) Appointment of Successor Bank; Interim Bank. In case the Bank shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by Holders of a majority in aggregate principal amount of the Warrants then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Bank to be incapable of acting, the County, by an instrument signed by the President of the Commission, shall appoint an interim Bank to serve until a successor Bank shall be appointed by the Holders of a majority in aggregate principal amount of the Warrants, as provided above. Whenever necessary to avoid or fill a vacancy in the office of Bank, the County will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the County shall immediately and without further act be superseded by the Bank appointed by the holders of the Warrants.

The County shall cause notice of the appointment of an interim Bank, in the event that such an appointment is made, to be forwarded by United States registered or certified mail, postage prepaid, to every Holder of a Warrant. When the appointment of a successor Bank, as selected by the Holders of a majority in principal amount of the Warrants then outstanding, becomes effective, the County shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim Bank. Every interim or successor Bank appointed pursuant to this Section shall be a trust company or bank which is qualified to perform all duties of the Bank under this Resolution and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept appointment as Bank upon reasonable or customary terms.

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

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

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(g) Compensation of Bank. Subject to the provisions of any separate agreement with the Bank, the County shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Resolution, including its services as registrar and paying agent for the Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

## ARTICLE VI

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

Section 6.1 Authority to Execute and Deliver the Warrants. 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. The County does hereby (i) approve the sale of the Warrants to Piper Sandler & Co., Loop Capital Markets and Raymond James & Associates, Inc. at the purchase price of \$9,029,377.95 (which takes into account original issue premium of \$1,479,697.95 and an Underwriters' discount of \$30,320.00), and (ii) ratify and approve the execution by the President of the Commission of the Warrant Purchase Agreement, dated September 23, 2020, between the County and the purchasers.

Section 6.3 Application of Proceeds of Sale; Additional Sums. The gross proceeds derived from the sale of the Warrants shall be used solely for the following purposes:

- (a) The amount of \$1,496,797.50 shall be paid to Regions Bank, as custodian for the Warrant Fund established with respect to the Series 2010A Warrants, shall be held uninvested and applied to the redemption and prepayment of the Series 2010A Warrants; and
- (b) The amount of \$7,489,044.81 shall be paid to Regions Bank, as custodian for the Warrant Fund established with respect to the Series 2010B Warrants, shall be held uninvested and applied to the redemption and prepayment of the Series 2010B Warrants; and
- (c) The remainder of the proceeds of the sale of the Warrants (viz., the sum of \$73,855.65), less the amount of the Underwriters' Discount (viz. \$30,320.00), shall be deposited into the Issuance Expense Fund and applied for the purposes described in Section 7.1.

## ARTICLE VII

### CREATION OF ISSUANCE EXPENSE FUND AND WARRANT FUND; COVENANTS WITH RESPECT TO WARRANT PROCEEDS

Section 7.1 Issuance Expense Fund. There is hereby created a special account, the full name of which shall be the "Mobile County Issuance Expense Fund, 2020B." The Issuance Expense Fund shall be maintained as a separate fund until the moneys in said fund shall have been fully expended as hereinafter provided. Regions Bank, Birmingham, Alabama is hereby designated as the Depository of the Issuance Expense Fund. The County will apply the moneys in the Issuance Expense Fund solely for payment of costs of issuance of the Warrants, as and when such costs become due and payable.

Moneys may be withdrawn from the Issuance Expense Fund by check, draft or order, signed on behalf of the County by its duly authorized officers. The Depository or Depositories shall be fully protected in paying out any moneys at the time on deposit in the Issuance Expense Fund on checks, drafts or orders signed as hereinabove provided by an authorized officer of the County, and the said depository shall not be liable for the misapplication by the County of any moneys at any time forming a part of the Issuance Expense Fund if such moneys shall be so disbursed without knowledge or reason on the part of said depository to believe that such disbursement constitutes a misapplication of funds. Any amounts remaining on deposit in the Issuance Expense Fund on the date that is ninety (90) days after the date of issuance of the Warrants shall be transferred to the Warrant Fund and applied to the payment of interest coming due on the Warrants on or before August 1, 2023.

Section 7.2 Warrant Fund. There is hereby created a special account, the full name of which shall be the "Mobile County Warrant Fund, 2020B." The Warrant Fund shall be maintained as a separate fund until payment in full of the principal of and interest on the Warrants. The Bank is hereby designated as the custodian of the Warrant Fund.

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On or before the Business Day next preceding any Interest Payment Date, the County shall deposit into the Warrant Fund an amount which, when added to the amounts already on deposit therein, will be sufficient to provide for the payment of all principal of and interest on the Warrants coming due on such Interest Payment Date. Monies deposited in the Warrant Fund shall be used by the Bank for the payment of principal and interest of the Warrants, and for no other purpose until the payment in full of the Warrants.

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

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

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

- (h) It will not use or apply the proceeds of the Warrants or direct the investment of moneys in any funds or accounts established or maintained with respect to the Warrants in such manner as to constitute any Warrant an "arbitrage bond" within the meaning of Section 148 of the Code;
- (i) It will make timely rebate payments to the United States of America with respect to any "excess" arbitrage profits as required by Section 148(f) of the Code;
- (j) It will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as any Holder shall reasonably request in writing, which records shall be furnished to any Holder upon its request;
- (k) It will, within 60 days after a written request of the Bank therefor, furnish to the Bank and to any Holder a certificate by an independent certified public accountant or opinion of nationally recognized bond counsel stating that as of such date it had made all rebate payments to the United States of America necessary to prevent the Warrants from becoming "arbitrage bonds" under Section 148(f) of the Code;
- (l) Proceeds of the Warrants shall not be used in any private business use, payment of the Warrants shall not be secured by, or derived from, property used in a private business use, and proceeds of the

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Warrants shall not be used to make or finance loans to persons other than governmental units, in any case that would cause the Warrants to be or become private activity bonds, as defined in Section 141 of the Code;

- (m) It will not cause or permit the Warrants to be federally guaranteed, within the meaning of Section 149(b) of the Code; and
- (n) It will not in any other way cause or permit the proceeds of the Warrants to be used in a manner which would cause the interest on the Warrants to lose the exemption from federal income taxation as provided under the Code and the applicable regulations thereunder and will comply with all applicable provisions of the Code (including, without limitation, the provisions relating to post-issuance actions affecting tax exemption) to the extent necessary for interest on the Warrants to be excludable from gross income of the holders thereof.

ARTICLE VIII

REDEMPTION OF SERIES 2010A WARRANTS AND SERIES 2010B WARRANTS

Section 8.1. Call for Redemption of the Series 2010A Warrants. As of the date of this Resolution there is presently outstanding \$1,695,0000 of the Series 2010A Warrants, which bear interest at the rates, and mature on June 1 in the years, as set forth below:

<b>Year of</b>	<b>Interest</b>	<b>Principal</b>
<b><u>Maturity</u></b>	<b><u>Rate</u></b>	<b><u>Amount</u></b>
2021	4.750%	\$ 860,000
2022	5.000	605,000

The County hereby calls the Series 2010A Warrants maturing on or after June 1, 2021 (the “*Called 2010A Warrants*”), being all of the outstanding Series 2010A Warrants, for redemption and payment on November 12, 2020 (said date herein called the “*2010A Redemption Date*”), the said redemption to be effected at a redemption price equal to 100% of the principal amount of the Called 2010A Warrants plus accrued interest thereon to the 2010A Redemption Date. Regions Bank, in its capacity as paying agent for the Series 2010A Warrants, is hereby authorized and directed to give notice of and effect said redemption of the Called 2010A Warrants in the manner provided in the Series 2010 Resolution, and to take all such other action as shall be necessary or desirable to carry out the foregoing.

Section 8.2. Call for Redemption of the Series 2010B Warrants. As of the date of this Resolution there is presently outstanding \$7,305,0000 of the Series 2010B Warrants, which bear interest at the rates, and mature on June 1 in the years, as set forth below:

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<b>Year of</b>	<b>Interest</b>	<b>Principal</b>
<b><u>Maturity</u></b>	<b><u>Rate</u></b>	<b><u>Amount</u></b>
2022	5.000%	\$ 290,000
2023	5.125	915,000
2024	5.300	940,000
2025	5.500	970,000
2026	5.625	1,000,000
2027	5.800	1,030,000
2028	6.000	1,060,000
2029	6.125	1,100,000

The County hereby calls those of the outstanding Series 2010B Warrants maturing on or after June 1, 2022 (the “***Called 2010B Warrants***”), being all of the outstanding Series 2010B Warrants, for redemption and payment on November 12, 2020 (said date herein called the “***2010B Redemption Date***”), the said redemption to be effected at a redemption price equal to 100% of the principal amount of the Called 2010B Warrants plus accrued interest thereon to the 2010B Redemption Date. Regions Bank, in its capacity as paying agent for the Series 2010B Warrants, is hereby authorized and directed to give notice of and effect said redemption of the Called 2010B Warrants in the manner provided in the Series 2010 Resolution, and to take all such other action as shall be necessary or desirable to carry out the foregoing.

Section 8.3. Payment of Redemption Price. The redemption price, including the outstanding principal amount of the Called 2010A Warrants and the Called 2010B Warrants and interest accrued and payable thereon to the date of redemption shall be paid from the proceeds of the Warrants.

ARTICLE IX

APPROVAL OF OFFICIAL STATEMENT; APPROVAL OF SALE;  
MISCELLANEOUS PROVISIONS

Section 9.1 Approval of Official Statement. The Commission hereby approves and ratifies the actions heretofore taken in connection with the preparation and distribution of a Preliminary Official Statement respecting the Warrants, which Preliminary Official Statement has heretofore been deemed final within the meaning of Securities and Exchange Commission Rule 15c2-12. The Commission hereby approves and adopts the final Official Statement dated September, 2020 respecting the Warrants, the said final Official Statement to be in substantially the form presented to the meeting of the Commission at which this resolution is adopted. The Commission further authorizes the use and distribution of the said Official Statement by the underwriters in connection with the reoffering of the Warrants. In evidence of the approval by the Commission of the said Official Statement, the President of the Commission is hereby authorized and directed to sign manually and deliver the said Official Statement, on behalf of the Commission, with such changes and additions as the President of the Commission shall deem necessary or desirable to consummate the sale and issuance of the Warrants, the determination of the definitive form of the said Official Statement by the President of the Commission to be conclusively established by execution

Section 9.2. Authorization of Continuing Disclosure Agreement. 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 9.2.

Section 9.3 Further Acts. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents as may

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be necessary in the issuance of the Warrants and in the execution and delivery of the Official Statement or as contemplated by this Warrant Resolution.

The President of the Commission and the 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.

Section 9.4 Contractual Provisions. The provisions of this Resolution shall constitute a contract between the County and the Holders at any time of the Warrants. Upon payment in full of the principal of and interest on the Warrants the obligations of the County hereunder shall cease with respect to such Warrants.

Section 9.5 Warrants Payable at Par. 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 9.6 Severability. The various provisions of this Resolution and Order are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Resolution and Order.

Section 9.7 Repeal of Conflicting Provisions. All resolutions, orders or parts thereof in conflict with this Resolution and Order are to the extent of such conflict are hereby repealed.

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

YEAS:

Commissioner Jerry L. Carl  
Commissioner Merceria Ludgood  
Commissioner Connie Hudson

NAYS:

None

Motion carried unanimously.

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#### AGENDA #20

#### ADOPT RESOLUTION AND ORDER/AUTHORIZE ISSUANCE OF GENERAL OBLIGATION REFUNDING WARRANTS, SERIES 2020C

The Commission adopted this item at its conference on Thursday, September 24, 2020, as follows:

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

#### RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE OF \$22,800,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING WARRANTS (TAXABLE), SERIES 2020C

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



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ARTICLE I

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

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

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

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

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

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

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

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

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

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

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

"**Escrow Trust Agreement**" means the Escrow Trust Agreement, dated as of October 1, 2020, between the County and Regions Bank, as escrow trustee.

"**Escrow Trustee**" means Regions Bank, as escrow trustee for the Series 2012-C Warrants and Series 2015 Warrants under the terms of the Escrow Trust Agreement.

"**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 February 1 or August 1, commencing February 1, 2021, prior to payment of the Warrants.

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

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

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

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

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

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

**“Refunded Warrants”** means those of the Series 2012-C Warrants maturing on and after August 1, 2027 and those of the Series 2015 Warrants maturing on and after August 1, 2029, refunded with proceeds of the Warrants as provided herein and in the Escrow Trust Agreement.

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

**“Series 2012-C Warrants”** means the County’s General Obligation Improvement Warrants, Series 2012-C, originally issued in the principal amount of \$25,000,000 and currently outstanding in the aggregate principal amount of \$8,660,000.

**“Series 2015 Warrants”** means the County’s General Obligation Improvement Warrants, Series 2015, originally issued in the principal amount of \$26,285,000 and currently outstanding in the aggregate principal amount of \$21,565,000.

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

**“Warrants”** means the County's General Obligation Refunding Warrants (Taxable), Series 2020C, as more particularly described in Section 2.2 hereof.

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

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

"Hereby", "herein", "hereinafter", "hereof", "hereunder" and other equivalent words refer to this Resolution 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. Findings of Commission. Having made due and proper investigation of the matters hereinafter referred to, the Commission hereby finds and determines:

(n) The County has heretofore issued its (i) Series 2012-C Warrants pursuant to a resolution and order of the County adopted on July 23, 2012, as supplemented by a supplemental resolution adopted on September 25, 2012 (the “2012 Resolution”) and (ii) Series 2015 Warrants pursuant to a resolution and order of the County adopted on June 24, 2015, as supplemented by a supplemental resolution adopted on September 24, 2015 (the “2015 Resolution”)

(o) The County has determined that it is necessary, advisable and in the public interest that the County refund the Series 2012-C Warrants and the Series 2015 Warrants.

(p) The County is not in default in the payment of the principal of and the interest on the Series 2012-C Warrants or the Series 2015 Warrants or under the 2012 Resolution or 2015 Resolution.

(q) The Series 2012-C Warrants and Series 2015 Warrants are presently outstanding in the aggregate principal amounts of \$8,660,000 and \$21,565,000, respectively.

(r) Pursuant to the Authorizing Law, the County is authorized to issue its Warrants in order to refund outstanding warrants of the County and to pledge for the security thereof the general faith and credit of the County.

(s) 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 Amendment 772 to 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 Authorization of the Warrants. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly the Authorizing Law, and for the purposes of providing the funds needed to refund the Refunded Warrants described above, and paying the costs of the issuance of the Warrants, there is hereby authorized to be issued by the County \$22,800,000 in aggregate principal amount of its General Obligation Refunding Warrants (Taxable), Series 2020C.

Section 2.2 Description of the Warrants. The Warrants shall be issued only in fully registered form, without coupons, shall be issued in principal amounts of \$5,000 or any integral multiple thereof, and shall be numbered from R-1 upwards in the order of their issuance and delivery. The Warrants shall 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) at the rates shown below (calculated on the basis of a 360-day year of twelve 30-day months), payable on each February 1 and August 1 until payment of the principal amount thereof, beginning February 1, 2021, and shall mature on August 1 in the years and amounts as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$ 475,000	0.287%
2022	410,000	0.387%
2023	410,000	0.507%
2024	410,000	0.719%
2025	415,000	0.819%
2026	415,000	1.009%
2027	2,130,000	1.159%
2028	2,185,000	1.374%
2029	1,730,000	1.474%
2030	1,760,000	1.574%
2031	1,790,000	1.724%
2032	5,175,000	1.824%
2033	1,800,000	1.924%
2034	1,830,000	2.024%
2035	1,865,000	2.074%

Section 2.3 Execution of the Warrants. The Warrants shall be executed in the name of the County by the manual or facsimile signatures of the President and each member of the Commission and of the 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 Bank of the Registration Certificate endorsed on each Warrant). The seal of the Commission, as the official seal of the County, shall be impressed or printed or otherwise reproduced thereon and shall be attested by the aforementioned signature of the 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 Places and Medium of Payment of the Warrants. Principal of and interest on the Warrants shall be payable in lawful money of the United States of America. The principal of the Warrants shall be payable at the principal office of the Bank in Birmingham, Alabama, upon presentation and surrender of the Warrants as the same become due and payable. Interest on the Warrants shall be payable

by check or draft mailed by the Bank to the lawful holders of the Warrants at the address shown on the registry books of the Bank pertaining to the Warrants as of the Record Date.

(Form of Warrants)

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.

\$\_\_\_\_\_

**Interest Rate**

\_\_\_\_ Dollars

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

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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, payment of interest on this Warrant due on each Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Warrant Register maintained with respect to the Warrants. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of this Warrant and payment of accrued interest on this Warrant due upon maturity 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, the Holder of any Warrant or Warrants in an aggregate principal amount of not less than \$500,000 may request that payment of interest on such Warrant or Warrants be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Bank. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Warrant is one of the duly authorized issue of warrants of the County, aggregating \$22,800,000 in principal amount, entitled "General Obligation Refunding Warrants (Taxable), Series 2020C" (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 "Bank"), will serve as Paying Agent and Registrar with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Resolution. For purposes of this Warrant and the Warrant Resolution, the principal office of the Bank shall mean the office where the Bank maintains its principal corporate trust office in Birmingham, Alabama, or such other office as shall be designated by the Bank by written notice to the County and the Holders of the Warrants.

The indebtedness evidenced by the Warrants is a general obligation of the County for the payment of which the full faith and credit of the County have been irrevocably pledged, pro rata and without preference or priority of one Warrant over another.

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

Prior to August 1, 2030, the Warrants will be subject to redemption prior to their respective maturities, at the option of the County, in whole or in part, in any authorized denomination on any date at a redemption price equal to the Make-Whole Redemption Price. The "Make-Whole Redemption Price" of any Warrants to be redeemed is an amount equal to the greater of (i) 100% of the principal amount of such Warrants; or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such Warrants, not including any portion of those payments of interest accrued and unpaid as of the date on which such Warrants are to be redeemed, discounted to the date on which such Warrants are to be redeemed on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as defined below) plus 12.5 basis points, plus, in each case, accrued and unpaid interest on such Warrants on such redemption date. The "Treasury Rate" is, as of any redemption date of any Warrants, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to such redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such redemption date to the maturity date of such Warrants; provided, however, that if the period from such redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Make-Whole Redemption Price

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will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the County to calculate such redemption price (the "Calculation Agent"). The determination by the Calculation Agent of the redemption price will be conclusive and binding on the County and the holders of the Warrants.

The Warrants having stated maturities on or after August 1, 2031 will be subject to redemption prior to maturity at the option of the County, on August 1, 2030 and on any date thereafter, as a whole or in part, at the redemption price equal to 100% of the principal amount of each Warrant (or principal portion thereof) redeemed, plus accrued interest to the date fixed for redemption.

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the County has caused this Warrant to be executed with the signatures of the President and each member of the County Commission and by the County Administrator, has caused its corporate seal to be hereunto impressed, and has caused this Warrant to be dated October 13, 2020.

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 Warrant Fund)

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

\_\_\_\_\_  
Treasurer, Mobile County, Alabama

(Form of Registration Certificate)

DATE OF REGISTRATION: \_\_\_\_\_

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

REGIONS BANK, 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	-	As tenants in common
TEN ENT	-	As tenants by the entireties
JT TEN	-	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
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\_\_\_\_\_  
(State)

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

(Form of Assignment)

For value received \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_ the within Warrant and hereby irrevocably constitute(s) and appoint(s), attorney, with full power of substitution in the premises, to transfer the Warrant on the books of the within mentioned Bank.

Dated this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Signature Guaranteed:

\_\_\_\_\_  
(Bank or Trust Company)

By \_\_\_\_\_  
(Authorized Officer)

Its Medallion Number \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP)

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

Section 2.7 Interest After Payment Due Date. The Warrants, any premium thereon and, to the extent legally enforceable, overdue installments of interest thereon, shall bear interest after the maturity dates thereof until paid or until money sufficient for the payment thereof shall have been deposited for that purpose with the Bank, at the respective rates borne thereby.

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

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

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



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

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

Any such temporary Warrants shall be executed by the manual signatures of President and each member of the Commission as required in Article II of this Ordinance 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 Bank, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Warrants the County shall execute and the Bank shall authenticate and deliver in exchange therefor a like principal amount of definitive Warrants of authorized denominations. Until so exchanged, temporary Warrants shall in all respects be entitled to the security and benefits of this Warrant Resolution.

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

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

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

So long as an agreement with a Securities Depository is in effect, the County, the Bank and any paying agent or 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.

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### ARTICLE III

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

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

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

Section 3.3 Provision for Payment of Warrants.

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

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

- (1) the County and the Bank (or another bank acting as trustee) enter into an appropriate trust agreement under which there shall be deposited, for payment 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; and
- (2) The County and the Bank shall have been furnished a certificate of a firm of certified public accountants satisfactory to the Bank stating that such trust will produce monies sufficient to provide for the full payment and retirement of such Warrants as and when the principal of and interest on such Warrants shall come due.

Section 3.4. Retention of Moneys for Payment of Warrants. The amounts held by the Bank for the payment of the principal of and interest on any Warrants due on any date shall, pending such payment, be held in trust by the Bank for the holders of the Warrants entitled thereto, and for the purposes of this 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 Bank shall return to the County any moneys theretofore held by it for payment of such Warrant or such interest, subject to applicable laws of escheat.

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## ARTICLE IV

### REDEMPTION PROVISIONS

Section 4.1 Optional Redemption of the Warrants. Prior to August 1, 2030, the Warrants will be subject to redemption prior to their respective maturities, at the option of the County, in whole or in part, in any authorized denomination on any date at a redemption price equal to the Make-Whole Redemption Price. The “Make-Whole Redemption Price” of any Warrants to be redeemed is an amount equal to the greater of (i) 100% of the principal amount of such Warrants; or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such Warrants, not including any portion of those payments of interest accrued and unpaid as of the date on which such Warrants are to be redeemed, discounted to the date on which such Warrants are to be redeemed on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as defined below) plus 12.5 basis points, plus, in each case, accrued and unpaid interest on such Warrants on such redemption date. The “Treasury Rate” is, as of any redemption date of any Warrants, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to such redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such redemption date to the maturity date of such Warrants; provided, however, that if the period from such redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Make-Whole Redemption Price will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the County to calculate such redemption price (the “Calculation Agent”). The determination by the Calculation Agent of the redemption price will be conclusive and binding on the County and the holders of the Warrants.

The Warrants having stated maturities on or after August 1, 2031 will be subject to redemption prior to maturity at the option of the County, on August 1, 2030 and on any date thereafter, as a whole or in part, at the redemption price equal to 100% of the principal amount of each Warrant (or principal portion thereof) redeemed, plus accrued interest to the date fixed for redemption.

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

Section 4.2 Procedure for Redemption; Provisions with Respect to Optional Redemption. Not more than sixty (60) or less than thirty (30) days prior to the Redemption Date, the County (or the Bank on behalf of the County) shall give, or cause to be given, written notice of such redemption and prepayment by United States mail, registered or certified, to the Holders of each of the Warrants to be redeemed, in whole or in part, at the address of such registered Holder as such address appears on the registry books of the Registrar, stating that the Warrants (or principal portions thereof) have been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date and that all interest thereon will cease to accrue after the Redemption Date. Such notice shall also contain the Warrant numbers and any identification numbers of the Warrants or portions thereof to be redeemed and the place where such Warrants are to be surrendered for payment. The holders of any of the Warrants to be redeemed may waive the requirements for notice with respect to the Warrants held by them without affecting the validity of the call for redemption of any other Warrants. The County shall cause to be paid and made available at the office of the Bank, on or prior to the Redemption Date the total Redemption Price of the Warrants (or portions thereof) so called for redemption on such date. Out

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of the moneys so deposited with it, the Bank shall make provision for payment of the Warrants (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

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

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

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

## ARTICLE V

### REGISTRATION AND TRANSFER OF THE WARRANTS

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

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

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as the then unpaid principal of the Warrant or Warrants so surrendered, all as may be requested by the persons surrendering such Warrant or Warrants.

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

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

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

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

- (i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Resolution, and no implied covenants or obligations shall be read into this Resolution against the Bank.
- (ii) In the absence of bad faith or negligence on its part, the Bank may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bank and conforming to the requirements of this Resolution; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Bank, the Bank shall be under a duty to examine the same to determine whether they conform to the requirements of this Resolution.
- (iii) The Bank shall perform the duties imposed by this Resolution and exercise the rights and powers vested in it by this Resolution in accordance with the same degree of care and skill in the performance of such duties as in the conduct of its own affairs.
- (iv) No provision of this Resolution shall be construed to relieve the Bank from liability for its own gross negligence or willful misconduct, except that no provision of this Resolution shall require the Bank to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.
- (v) The Bank may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.

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

(vii) Any action taken by the Bank at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any Warrant issued hereunder in lieu thereof.

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

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

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

(xi) The Bank may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.

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

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

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

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

(d) Appointment of Successor Bank; Interim Bank. In case the Bank shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by Holders of a majority in aggregate principal amount of the Warrants then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Bank to be incapable of acting, the County, by an instrument signed by the President of the Commission, shall appoint an interim Bank to serve until a successor Bank shall be appointed by the Holders of a majority in aggregate principal amount of the Warrants, as provided above. Whenever necessary to avoid or fill a vacancy in the office of Bank, the County will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the County shall immediately and without further act be superseded by the Bank appointed by the holders of the Warrants.

The County shall cause notice of the appointment of an interim Bank, in the event that such an appointment is made, to be forwarded by United States registered or certified mail, postage prepaid, to every Holder of a Warrant. When the appointment of a successor Bank, as selected by the Holders of a majority in principal amount of the Warrants then outstanding, becomes effective, the County shall also cause notice of that fact to be given in the manner provided above for the

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notice required to be given upon the appointment of an interim Bank. Every interim or successor Bank appointed pursuant to this Section shall be a trust company or bank which is qualified to perform all duties of the Bank under this Resolution and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept appointment as Bank upon reasonable or customary terms.

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

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

(g) Compensation of Bank. Subject to the provisions of any separate agreement with the Bank, the County shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Resolution, including its services as registrar and paying agent for the Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

## ARTICLE VI

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

Section 6.1 Authority to Execute and Deliver the Warrants. 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. The County does hereby (i) approve the sale of the Warrants to Piper Sandler & Co., Loop Capital Markets and Raymond James & Associates, Inc. at the purchase price of \$22,708,800.00 (which reflects an Underwriters' discount of \$91,200.00), and (ii) ratify and approve the execution by the President of the Commission of the Warrant Purchase Agreement, dated September 23, 2020 between the County and the purchasers.

Section 6.3 Application of Proceeds of Sale; Additional Sums. The gross proceeds derived from the sale of the Warrants shall be used solely for the following purposes:

- (a) The amount of \$22,621,293.75 shall be paid to the Escrow Trustee for deposit into the Escrow Trust Funds established pursuant to the Escrow Trust Agreement; and
- (b) The remainder of the proceeds of the sale of the Warrants (viz., the sum of \$178,706.25), less the amount of the Underwriters' Discount (viz. \$91,200.00),

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shall be deposited into the Issuance Expense Fund and applied for the purposes described in Section 7.1.

## ARTICLE VII

### CREATION OF ISSUANCE EXPENSE FUND AND WARRANT FUND; COVENANTS WITH RESPECT TO WARRANT PROCEEDS

Section 7.1 Issuance Expense Fund. There is hereby created a special account, the full name of which shall be the "Mobile County Issuance Expense Fund, 2020C." The Issuance Expense Fund shall be maintained as a separate fund until the moneys in said fund shall have been fully expended as hereinafter provided. Regions Bank, Birmingham, Alabama is hereby designated as the Depository of the Issuance Expense Fund. The County will apply the moneys in the Issuance Expense Fund solely for payment of costs of issuance of the Warrants, as and when such costs become due and payable.

Moneys may be withdrawn from the Issuance Expense Fund by check, draft or order, signed on behalf of the County by its duly authorized officers. The Depository or Depositories shall be fully protected in paying out any moneys at the time on deposit in the Issuance Expense Fund on checks, drafts or orders signed as hereinabove provided by an authorized officer of the County, and the said depository shall not be liable for the misapplication by the County of any moneys at any time forming a part of the Issuance Expense Fund if such moneys shall be so disbursed without knowledge or reason on the part of said depository to believe that such disbursement constitutes a misapplication of funds. Any amounts remaining on deposit in the Issuance Expense Fund on the date that is ninety (90) days after the date of issuance of the Warrants shall be transferred to the Warrant Fund and applied to the payment of interest coming due on the Warrants on or before August 1, 2023.

Section 7.2 Warrant Fund. There is hereby created a special account, the full name of which shall be the "Mobile County Warrant Fund, 2020." The Warrant Fund shall be maintained as a separate fund until payment in full of the principal of and interest on the Warrants. The Bank is hereby designated as the custodian of the Warrant Fund.

On or before the Business Day next preceding any Interest Payment Date, the County shall deposit into the Warrant Fund an amount which, when added to the amounts already on deposit therein, will be sufficient to provide for the payment of all principal of and interest on the Warrants coming due on such Interest Payment Date. Monies deposited in the Warrant Fund shall be used by the Bank for the payment of principal and interest of the Warrants, and for no other purpose until the payment in full of the Warrants.

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



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investments, sales, and conversions of any such securities upon written direction given to it by the Commission or its designee.

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

ARTICLE VIII

REDEMPTION OF SERIES 2012-C WARRANTS AND SERIES 2015 WARRANTS;  
AUTHORIZATION OF ESCROW TRUST AGREEMENT

Section 8.1. Call for Redemption of the Series 2012-C Warrants. As of the date of this Resolution there is presently outstanding \$8,660,000 of the Series 2012-C Warrants, which bear interest at the rates, and mature on August 1 in the years, as set forth below:

Year of	Interest	Principal
<u>Maturity</u>	<u>Rate</u>	<u>Amount</u>
2022	4.500%	\$1,335,000
2027	3.000	1,825,000
2028	3.000	1,910,000
2032	3.250	3,590,000

The County hereby calls those of the outstanding Series 2012-C Warrants maturing on or after August 1, 2027 (the “*Called 2012-C Warrants*”) for redemption and payment on August 1, 2022 (said date herein called the “*2012-C Redemption Date*”), the said redemption to be effected at a redemption price equal to 100% of the principal amount of the Called 2012-C Warrants plus accrued interest thereon to the 2012-C Redemption Date. Regions Bank, in its capacity as paying agent for the Series 2012-C Warrants, is hereby authorized and directed to give notice of and effect said redemption of the Called 2012-C Warrants in the manner provided in the Series 2012 Resolution, and to take all such other action as shall be necessary or desirable to carry out the foregoing.

Section 8.2. Call for Redemption of the Series 2015 Warrants. As of the date of this Resolution there is presently outstanding \$21,565,000 of the Series 2015 Warrants, which bear interest at the rates, and mature on August 1 in the years, as set forth below:

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<b>Year of</b>	<b>Interest</b>	<b>Principal</b>
<b><u>Maturity</u></b>	<b><u>Rate</u></b>	<b><u>Amount</u></b>
2021	5.000%	\$1,000,000
2022	5.000	1,050,000
2023	5.000	1,100,000
2024	5.000	1,155,000
2025	5.000	1,215,000
2026	5.000	1,275,000
2027	5.000	1,340,000
2028	5.000	1,405,000
2029	5.000	1,475,000
2030	5.000	1,550,000
2031	5.000	1,630,000
2032	5.000	1,710,000
2033	5.000	1,795,000
2034	5.000	1,885,000
2035	5.000	1,980,000

The County hereby calls those of the outstanding Series 2015 Warrants maturing on or after August 1, 2029 (the “***Called 2015 Warrants***”) for redemption and payment on August 1, 2025 (said date herein called the “***2015 Redemption Date***”), the said redemption to be effected at a redemption price equal to 100% of the principal amount of the Called 2015 Warrants plus accrued interest thereon to the 2015 Redemption Date. Regions Bank, in its capacity as paying agent for the Series 2015 Warrants, is hereby authorized and directed to give notice of and effect said redemption of the Called 2015 Warrants in the manner provided in the Series 2015 Resolution, and to take all such other action as shall be necessary or desirable to carry out the foregoing.

Section 8.3. Payment of Redemption Price. The redemption price, including the outstanding principal amount of the Called 2012-C Warrants and the Called 2015 Warrants and interest accrued and payable thereon to the date of redemption shall be paid from the proceeds of the Warrants.

Section 8.4. Authorization of Escrow Trust Agreement. The County does hereby approve and authorize the form of the Escrow Trust Agreement between the County and Regions Bank, as escrow trustee, in substantially the form presented to and considered by the County. Upon issuance and delivery of the Warrants, the President of the Commission is hereby authorized and directed to execute and deliver the Escrow Trust Agreement in the name and on behalf of the County in the form presented to the County 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. At the written direction of the Commission, Regions Bank, as escrow trustee under the Escrow Trust Agreement is authorized and directed to cause the moneys held by it thereunder to be invested in the manner specified therein.

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## ARTICLE IX

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

Section 9.1 Approval of Official Statement. The Commission hereby approves and ratifies the actions heretofore taken in connection with the preparation and distribution of a Preliminary Official Statement respecting the Warrants, which Preliminary Official Statement has heretofore been deemed final within the meaning of Securities and Exchange Commission Rule 15c2-12. The Commission hereby approves and adopts the final Official Statement dated September 23, 2020 respecting the Warrants, the said final Official Statement to be in substantially the form presented to the meeting of the Commission at which this resolution is adopted. The Commission further authorizes the use and distribution of the said Official Statement by the underwriters in connection with the reoffering of the Warrants. In evidence of the approval by the Commission of the said Official Statement, the President of the Commission is hereby authorized and directed to sign manually and deliver the said Official Statement, on behalf of the Commission, with such changes and additions as the President of the Commission shall deem necessary or desirable to consummate the sale and issuance of the Warrants, the determination of the definitive form of the said Official Statement by the President of the Commission to be conclusively established by execution

Section 9.2. Authorization of Continuing Disclosure Agreement. 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 9.2.

Section 9.3 Further Acts. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Warrants and in the execution and delivery of the Official Statement or as contemplated by this Warrant Resolution.

The President of the Commission and the 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.

Section 9.4 Contractual Provisions. The provisions of this Resolution shall constitute a contract between the County and the Holders at any time of the Warrants. Upon payment in full of the principal of and interest on the Warrants the obligations of the County hereunder shall cease with respect to such Warrants.

Section 9.5 Warrants Payable at Par. 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.

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Section 9.6 Severability. The various provisions of this Resolution and Order are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Resolution and Order.

Section 9.7 Repeal of Conflicting Provisions. All resolutions, orders or parts thereof in conflict with this Resolution and Order are to the extent of such conflict are hereby repealed.

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

YEAS:	NAYS:
Commissioner Jerry L. Carl	None
Commissioner Merceria Ludgood	
Commissioner Connie Hudson	

Motion carried unanimously.

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AGENDA #21

APPROVE AGENCY GRANT AGREEMENT/  
ALABAMA DEPARTMENT OF YOUTH  
SERVICES FOR FY 20/21

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve agency grant agreement with the Alabama Department of Youth Services for FY 20/21, in the amount of \$1,025,440.00, for the development of a diversion program and provision of diversion services, and authorize the President of the Commission to accept the grant award.

Motion carried unanimously.

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AGENDA #22

APPROVE CONTRACT/WEST, A THOMSON  
REUTERS BUSINESS/LEGAL DEPARTMENT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve contract with West, a Thomson Reuters business, to upgrade Legal Department's online/practice solutions/software program called Westlaw Edge to West Proflex, online/practice solutions/software program, which includes West LegalEdenter, professional

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development solution in the amount of \$1,981.92 per month commencing November 1, 2020, for a term of thirty-six (36) months, ending October 31, 2023, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #23

APPROVE EFP-234-20/CONTRACT/BOARD  
OF SCHOOL COMMISSIONERS OF MOBILE  
COUNTY/TO BENEFIT OLIVE J. DODGE  
ELEMENTARY SCHOOL/DISTRICT 2 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-234-20, contract with Board of School Commissioners of Mobile County (to benefit Olive J. Dodge Elementary School) in the amount of \$14,700.00, from District 2 funds, to purchase technology equipment, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #24

APPROVE CDP-141-20/CONTRACT/RESTORE  
MOBILE, INC./DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-141-20, contract with Restore Mobile, Inc. in the amount of \$25,000.00, from District 1 funds, for the continuation of the acquisition and stabilization of brick-and-mortar restoration projects, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #25

APPROVE CDP-241-20/CONTRACT/MOBILE  
REGIONAL SENIOR COMMUNITY CENTER  
FOUNDATION, INC./DISTRICT 2 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-241-20, contract with Mobile Regional Senior Community Center Foundation, Inc. in the amount of \$14,370.00, from District 2 funds, for landscape maintenance, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #26

APPROVE EFP-146-20/CONTRACT/LILLIE B.  
WILLIAMSON HIGH SCHOOL PARENT TEACHER  
ASSOCIATION (PTA)/DISTRICT 1 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-146-20, contract with Lillie B. Williamson High School Parent Teacher Association (PTA) in the amount of \$10,000.00, from District 1 funds, to purchase technology equipment and cover the cost of the Parent University online program, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #27

APPROVE EFP-321-20/CONTRACT/GRIGGS  
ELEMENTARY SCHOOL PARENT TEACHER  
ASSOCIATION (PTA)/DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-321-20, contract with Griggs Elementary School Parent Teacher Association (PTA) in the amount of \$54,000.00, from District 3 funds, for technology equipment and playground improvements, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #28

APPROVE EFP-322-20/CONTRACT/BURROUGHS  
ELEMENTARY SCHOOL PARENT TEACHER  
ORGANIZATION (PTO)/DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-322-20, contract with Burroughs Elementary School Parent Teacher Organization (PTO) in the amount of \$50,000.00, from District 3 funds, for playground equipment, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #29

APPROVE EFP-323-20/CONTRACT/ANNA F.  
BOOTH ELEMENTARY SCHOOL PARENT TEACHER  
ASSOCIATION (PTA)/DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-323-20, contract with Anna F. Booth Elementary School Parent Teacher Association (PTA) in the amount of \$2,000.00, from District 3 funds, to purchase audio transmitting equipment, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

**President Jerry L. Carl:** The equipment is so the Principal or the teachers can make a recording. The parents dropping children off can turn into a certain radio station channel and hear the recording. It could be a lunch menu or an early dismissal. I thought it was the neatest idea.

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AGENDA #30

APPROVE EFP-324-20/CONTRACT/DIXON  
ELEMENTARY SCHOOL PARENT TEACHER  
ORGANIZATION (PTO)/DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve EFP-324-20, contract with Dixon Elementary School Parent Teacher Organization (PTO) in the amount of \$50,000.00, from District 3 funds, for a

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new playground, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #31

APPROVE CDP-322-20/CONTRACT/TILLMAN'S  
CORNER SENIOR CENTER/DISTRICT 3 FUNDS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-322-20, contract with Tillman's Corner Senior Center in the amount of \$25,000.00, from District 3 funds, for operational expenses, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #32

AWARD BIDS/  
REJECT AWARD OF BIDS

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

award Bid #46-20, 6-month toilet tissue, roll towels, and folded towels bid for the County Commission, to Bay Paper Company and Imperial Dade.

award Bid #47-20, 3-month groceries bid to be delivered to the James T. Strickland Youth Center, to American Wholesales Grocery d/b/a American Foods for their bid in the amount of \$19,708.86, and The Merchants Company d/b/a Merchants Foodservice for their bid in the amount of \$57,195.88.

award Bid #48-50, 3-month OEM printer and fax supplies bid for Mobile County Commission, to Olensky Brothers and Sprot Printer Ribbon LLC.

award Bid #52-20, annual asphalt plant mix bid for the Public Works Department, to John G. Walton Construction Co., Mobile Asphalt Company LLC, and H.O. Weaver & Sons, Inc.



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award Bid #56-20, annual dairy products bid for the James T. Strickland Youth Center, to Borden Dairy.

award Bid #63-20, annual traffic sign bid for the Public Works Department, to Vulcan Inc.

award Bid #71-20, annual grounds maintenance bid for Jon Archer Agriculture Center, to Industrial Mowing LLC for their bid in the amount of \$1,900.00 per year.  
award Bid #77-20, janitorial services bid for Mobile County Government Plaza South Tower and Atrium, to Spencer Enterprise, Inc. for their thirty-six (36) month bid in the total amount of \$435,705.76.

award Bid #94-20, 6-month recycled asphalt plant mix (RAP) bid for the Public Works Department, to H.O. Weaver & Sons, Inc., and as an alternate, Mobile Asphalt Company LLC.

award Bid #105-20, annual janitorial services bid for the James T. Strickland Youth Center Annex, to Spencer's Enterprise, Inc., for their bid in the amount of \$18,800.00 per year.

award Bid #107-20, annual solar powered LED flashing warning signals and related components bid for the Public Works Department, to K&K Systems, Inc.

award Bid #120-20, annual book binding bid for the Revenue Commissioner's Office, to Bob's Book Binding.

award Bid #126-20, annual janitorial services bid for the Building Maintenance Department, to Perfecting That Cleaning Service LLC, for their bid in the amount of \$13,482.00 per year.

award Bid #127-20, annual janitorial services bid for Mobile County Sheriff's Office (MCSO) Southside Substation, to Spencer's Enterprise, Inc., for their bid in the amount of \$12,120.00 per year.

award Bid #128-20, ground maintenance bid for the Building Inspection Office, to Get It Dunn for their bid in the amount of \$1,720.00 per year.

award Bid #130-20, annual janitorial services bid for Mobile County Sheriff's Office (MCSO) Northside Substation, to Perfecting That Cleaning Service LLC, for their bid in the amount of \$6,800.00 per year.

award Bid #131-20, grounds maintenance bid for the Building Maintenance Department, to Complete Management Group for their bid in the amount of \$3,240.00 per year.

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award Bid #132-20, grounds maintenance bid for the Bay Haas Office, to Williams Consultants LLC, for their bid in the amount of \$1,780.00 per year.

reject award of Bid #62-20, annual janitorial services bid for the James T. Strickland Youth Center.

reject award of Bid #79-20, annual stripping and waxing of floors bid for the James T. Strickland Youth Center.

Motion carried unanimously.

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AGENDA #33

APPROVE RENEWAL/CONTRACT/CDW  
GOVERNMENT/COUNTY COMMISSION

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve renewal of contract with CDW Government in the amount of \$5,335.40, for Symantec Endpoint Protection subscription license and support, for the County Commission, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #34

APPROVE CDP-240-20/ALLOCATION FROM  
DISTRICT 2 FUNDS/SEMMES SENIOR  
CENTER/PROJECT MCD2-PF-16-001

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve CDP-240-20, an allocation of \$22,726.80, from District 2 funds toward the purchase of furnishings for the Semmes Senior Center, Project MCD2-PF-16-001. The total cost is \$52,726.80, and will be allocated as follows:

• Semmes Woman's Club, Inc.	\$30,000.00
• District 2 Funds	\$22,726.80
Total	\$52,726.80

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and authorize the President of the Commission to execute the allocation on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #35

APPROVE PURCHASE/JMS DATABASE/  
DELL UNDER THE CURRENT PURCHASING  
COOPERATIVE NATIONAL COOPERATIVE  
PURCHASING ALLIANCE NCAP  
CONTRACT 01-42/SHERIFF'S OFFICE

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve purchase of JMS Database through Dell under the current purchasing Cooperative National Cooperative Purchasing Alliance NCPA Contract 01-42 utilizing drug forfeiture funds in the amount of \$37,237.66, for the Sheriff's Office. (This will not require a County purchase order nor utilizing County Commission funding.)

Motion carried unanimously.

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AGENDA #36

APPROVE PRELIMINARY AND FINAL PLAT/  
JOHN MORRIS ESTATES, DISTRICT 2/  
ADDITION TO HOLDINESS ACRES, DISTRICT 3/  
KRAFT ADDITION TO THREE NOTCH ROAD, DISTRICT 3/  
MORRIS COVE, DISTRICT 3/REPLAT OF LOT 2,  
WILLIAM POPE FAMILY DIVISION, DISTRICT 3

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve preliminary and final plat of John Morris Estates. (2 lots, Howells Ferry Road, District 2)

AND

approve preliminary and final plat of Addition to Holdiness Acres. (3 lots, Lockwood Drive and Beechwood Drive, District 3)

AND

approve preliminary and final plat of Kraft Addition to Three Notch Road. (1 lot, Three Notch Kroner Road, District 3)

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AND

approve preliminary and final plat of Morris Cove. (4 lots, Winsor Road South, District 3)

AND

approve preliminary and final plat of Replat of Lot 2, William Pope Family Division. (1 lot, Baird Coxwell Road, District 3)

Motion carried unanimously.

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AGENDA #37

AUTHORIZE ACQUISITION OF PROPERTY/  
ACCEPTANCE OF RIGHT-OF-WAY DEED

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

McDonald Road, Project MCR-2016-001, Tract 14

Thomas G. Martin deed

Motion carried unanimously.

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AGENDA #38

APPROVE HOLD HARMLESS/INDEMNITY  
AGREEMENTS/FY 2020-2021/  
USE OF COUNTY EQUIPMENT

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Hold Harmless/Indemnity Agreements FY 2020-2021, for the use of County equipment from the following:

- City of Bayou La Batre
- City of Citronelle
- City of Creola
- City of Saraland
- City of Satsuma

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- MOWA Band of Choctaw Indians
- Town of Dauphin Island
- Town of Mount Vernon

Motion carried unanimously.

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AGENDA #39

APPROVE ANNUAL WORK ORDERS/  
FURNISH LABOR, EQUIPMENT, AND  
MATERIALS AS NEEDED/FY 2020-2021

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve the below listed annual work orders to furnish labor, equipment, and materials as needed for FY 2020-2021 for the following:

Citronelle Tower Radio Site - Work Order No. 24144

Bayou La Batre Radio Tower Site - Work Order No. 24145

Spring Hill Radio Tower Site - Work Order No. 24146

Wilmer Radio Tower Site - Work Order No. 24147

Salco Radio Tower Site - Work Order No. 24148

Seven Hills Radio Tower Site - Work Order No. 24149

Saraland Radio Tower Site - Work Order No. 24150

Burns Radio Tower Site - Work Order No. 24151

Bay Road Tower Site - Work Order No. 24152

MOWA Radio Tower Site - Work Order No. 24153

Zeigler Radio Tower Site - Work Order No. 24154

Animal Shelter - Work Order No. 24155

Jeremiah Denton Airport - Work Order No. 24156

Environmental Enforcement - Work Order No. 24157

Government Plaza - Work Order No. 24158

Building Maintenance - Work Order No. 24159

Sheriff's Department (Other) - Work Order No. 24160

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Garage #4 - Work Order No. 24161

Michael Square - Work Order No. 24162

Eight Mile Shopping Center - Work Order No. 24163

Theodore Oaks Shopping Center - Work Order No. 24164

Strickland Youth Center - Work Order No. 24165

Bay Haas Building - Work Order No. 24166

Inspection Services - Work Order No. 24167

Food Stamp Office - Work Order No. 24168

Metro Jail - Work Order No. 24169

Sheriff's Barracks - Work Order No. 24170

Sheriff's Deputy Shooting Range - Work Order No. 24171

Sheriff's Dept. Substation/Hwy 98 - Work Order No.  
24172

Grand Bay Library - Work Order No. 24173

Brewer Center Property - Work Order No. 24174

Semmes Senior Center - Work Order No. 24175

Semmes Community Center - Work Order No. 24176

Jon Archer Center - Work Order No. 24177

Government Plaza Annex - Work Order No. 24178

Tillman's Corner Senior Center - Work Order No. 24179

Theodore Boys & Girls Club - Work Order No. 24180

Grand Bay Senior Center - Work Order No. 24181

GUS Board Property - Work Order No. 24182

County Property at Fallow Road - Work Order No. 24183

Fowl River Dredge Disposal - Work Order No. 24184

North Mobile County Industrial Park - Work Order No.  
24185

Sheriff's Dept. Administration - Work Order No. 24186

Sheriff's Dept. Posse Arena - Work Order No. 24187

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Signs for Various County Departments - Work Order No.  
24188

Community Correction Center - Work Order No. 24189

Mobile Recycle Center Hitt Road - Work Order No. 24190

Bayou Coden Dredge Disposal - Work Order No. 24191

Wilmer Senior Center - Work Order No. 24192

Bay Front Park - Work Order No. 24193

Chickasabogue Park - Work Order No. 24194

Jon Archer Arena - Work Order No. 24195

River Delta Marina - Work Order No. 24196

West Mobile County Park - Work Order No. 24197

Chunchula Landfill - Work Order No. 24198

Kushla Landfill - Work Order No. 24199

Irvington Landfill - Work Order No. 24200

Mobile County Commission - Work Order No. 24201

Environmental Services - Work Order No. 24202

911 MCCD - Work Order No. 24203

Odd Fellows Park - Work Order No. 24204

Sheriff's Dept. Substation/Theodore - Work Order No.  
24205

Various Voting Precinct Locations - Work Order No.  
24206

Annual Pecan Festival - Work Order No. 24207

Semmes Athletic Fields - Work Order No. 24208

Semmes Community Area Sidewalks - Work Order No. 24209

Semmes Community Playground - Work Order No. 24210

Various Locations on County Property - Work Order No.  
24211

Rosa Lott School - Work Order No. 24212

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Grand Bay Volunteer Fire Department - Work Order No. 24213

Housing Authority Property - Work Order No. 24214

City of Bayou La Batre - Work Order No. 24215

City of Chickasaw - Work Order No. 24216

City of Citronelle - Work Order No. 2417

City of Creola - Work Order No. 24218

City of Prichard - Work Order No. 24219

City of Saraland - Work Order No. 24220

City of Satsuma - Work Order No. 24221

City of Semmes - Work Order No. 24222

MOWA Band of Choctaw Indians - Work Order No. 24223

Town of Dauphin Island - Work Order No. 24224

Town of Mount Vernon - Work Order No. 24225

Volunteer Fire Departments - Work Order No. 24246

Escatawpa Hollow Camp Ground - Work Order No. 24248

Dawes Park - Work Order No. 24249

Voting Machine Warehouse - Work Order No. 24251

Mobile County Soccer Complex - Work Order No. 24252

Motion carried unanimously.

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AGENDA #40

APPROVE FINAL PLAT/MAXWELL  
MEADOWS, PHASE 6/DISTRICT 3

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve final plat of Maxwell Meadows, Phase 6. (4 lots, Walter Lee Circle North (Private), District 3), authorize the County Engineer to sign the plat and updating Walter Lee Circle North (Private) in the private road inventory.



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This street has been constructed to a paved private road standard and certified by the developer's professional engineer.

Motion carried unanimously.

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AGENDA #41

APPROVE PROJECT CDP-321-20/FURNISHING,  
DELIVERING, AND PLACING #57  
STONE/COASTAL RESPONSE CENTER

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve Project CDP-321-20, furnishing, delivering, and placing 10 tons of #57 stone to the Coastal Response Center. The estimated cost is \$661.26.

Motion carried unanimously.

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AGENDA #42

ASSIGN NEEL-SCHAFFER, INC. AS CONSULTANT  
ENGINEERING FIRM/PROJECT MCP-006-20 AND  
PROJECT MCP-009-20/IMPROVEMENTS TO SELECTED  
CURB RAMPS THROUGHOUT MOBILE COUNTY'S  
URBAN AREA TO CONFORM TO ADA REQUIREMENTS

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board assign Neel-Schaffer, Inc. as the consultant engineering firm to perform preliminary design engineering services for MCP-006-20 and MCP-009-20, Improvements to Selected Curb Ramps throughout Mobile County's Urban Area to Conform to Americans with Disabilities Act (ADA) Requirements.

Motion carried unanimously.

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AGENDA #43

APPROVE RIGHT-OF-WAY AND/OR EASEMENT  
AGREEMENTS/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 agreements for Tract 4 in the amount of \$8,342.00 and Tract 13 in the amount of \$280.00 for Project MCR-2018-204, McDavid Road - Grade, Drain, Base, and Pave (GDBP), and authorize the President of the Commission to execute the agreements on behalf of Mobile County.

Motion carried unanimously.

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AGENDA #44

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 52 in the amount of \$250.00, 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.

Motion carried unanimously.

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ADD-ON #1

APPROVE CONTRACT/LICENSE COMMISSIONER'S  
OFFICE AT MICHAEL SQUARE/SECOND LOWEST  
BIDDER, SPENCER'S ENTERPRISE, INC./  
REJECT LOWEST BIDDER, GOLDEN TOUCH  
COMMERCIAL CLEANING LLC

Commissioner Hudson moved, seconded by President Carl, that the Board approve contract for janitorial services for the License Commissioner's Office at Michael Square to the second lowest bidder, Spencer's Enterprise, Inc. for the sum of \$37,100.00 and to reject the lowest bidder, Golden Touch Commercial Cleaning LLC, as being considered a

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non-responsible bidder, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Commissioner Ludgood voted "No".

Motion carried.

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ADD-ON #2

APPROVE CONTRACT/REVENUE COMMISSIONER'S  
OFFICE AT MICHAEL SQUARE/SECOND LOWEST  
BIDDER, GET IT DUNN/REJECT LOWEST BIDDER,  
GOLDEN TOUCH COMMERCIAL CLEANING LLC

Commissioner Hudson moved, seconded by President Carl, that the Board approve contract for janitorial services for the Revenue Commissioner's Office at Michael Square to the second lowest bidder, Get It Dunn, for the sum of \$36,100.00, and to reject the lowest bidder, Golden Touch Commercial Cleaning LLC, as being considered a non-responsible bidder, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Commissioner Ludgood voted "No".

Motion carried.

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ADD-ON #3

APPROVE LICENSE/USER AGREEMENT/FEDERAL  
EMERGENCY MANAGEMENT AGENCY (FEMA)/  
USE OF PARKING LOT LOCATED AT  
THEODORE OAKS SHOPPING CENTER

Commissioner Hudson moved, seconded by Commissioner Ludgood, that the Board approve license/user agreement with the Federal Emergency Management Agency (FEMA) regarding the use of parking lot located at Theodore Oaks Shopping Center for the purpose of locating a temporary registration center for the Hurricane Sally Individual Assistance Program and other uses as necessary, pending final legal review, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

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**Dena Pollard, Public Relations Officer:** Excuse me, Commissioners. Someone has just arrived and asked if she can make a comment before you.

**President Jerry L. Carl:** Sure. By all means. Good morning.

**Adranell Murray, 9345 O'Fallon Drive, Mobile, AL 36695:** Good morning. Thank you all so much. I apologize. I had a work crisis. I see veterans in distress and I had one call me while I was outside. I am here because I have a property where there have been some land disturbances that were approved. I have several questions about it. It is in the O'Fallon Subdivision off of McFarland Road and Cottage Hill Road. Originally the land was slated for expansion of the detention pond and the request was made for Lot 13. I came on March 9, 2020 and asked questions because it was not being done on Lot 13. Instead there was a big pit on Lot 14, which is right on the side of my property. It is almost overlapping the way the pit has been built. We just had a hurricane and there is a large pit. I have a man-made pit next to my house which really made me concerned with the hurricane and the amount of water in there. I want to know who is accountable to make sure that what was proposed to be done is being done. When I came here the first time, there was an approval for Lot 13. I didn't know about it as a homeowner. Instead the digging was done on Lot 14. When I came, I appreciated you did a cease and desist because they were digging in the wrong lot. Then they were able to continue to dig in Lot 14, encumbering upon my property. I am concerned as to what was the approval? At this point, I appear to be the only homeowner who is being impacted by this even though the approval said it was for a drainage through Lots 16, 17, and 18. My neighbor on Lot 18, where the pipe was supposed to end and where the water is supposed to come down from, has no knowledge of this. My neighbor has said repeatedly, even as far as this weekend, no one has been to them. I am concerned because I am continuously being bullied. I have people in my yard constantly. I can't tell you as a black woman in America right now how I am already feeling. There are people constantly. There are people threatening me. I am the only homeowner being impacted. I am wondering if something else is being done beside what was proposed. My other concern about it is once these drainage pipes are built, who does the maintenance and the upkeep? I went in my subdivision and knocked door to door. It is a new subdivision. No one knew anything about what would be required and what was going on. They were asking me. If you drive by there and see my house and see the pit, you would be concerned that with the erosion, my house would slip into the pit. For the care of it afterwards, I was told the homeowners would have to care for it. There is currently no homeowners' association. There is an association with the land

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developer that he is still in control of. He has never given it over to the homeowners. How do we, homeowners, be responsible for something that we have not been made aware of what our job will be as far as responsibility. There is an expansion of the current detention pond and a drainage pipe being built. Once it is done, if the neighbors decide they do not want a homeowners' association, how can they be accountable for this if they were never involved in it?

**President Carl:** Homeowners' associations are very, very valuable. You need one. In the County, we have no building codes. If you do not have one, theoretically someone could come in on one of the empty lots and set up a trailer or something that other homeowners do not want.

**Adranell Murray:** Correct.

**President Carl:** The homeowners' association is the only thing that will prevent that. It is very common for a developer to not turn the homeowners' association over to the property owners until he is through building or until he has sold out. That is very common. We see it all of the time. As far as the drainage issues, I do not know who actually fix that. We do have engineers who can address that.

**Adranell Murray:** I understand what you are saying about the homeowners' association. We are at just about one hundred percent (100%) full. We have been like that. The builder just did not turn it over. People have asked for that. My only concern is if the neighborhood is not aware, how is it effective for them to maintain? If they are not aware this is being done, this is what you are going to be responsible for. That is all I am asking. From my understanding, there was something said here that the homeowners had been notified. I am asking how is it unbiased if only one person can come here to get approval and the people it is impacting are not a part of that discussion?

**President Carl:** If you'll let our engineer speak, he might be able to answer several of those questions.

**Matthew Barclift, Engineering Development Manager:** The improvement and land disturbance is an expansion of the detention pond in the area which is under the ownership of the homeowners' association.

**President Carl:** Who currently controls the homeowners' association?

**Matthew Barclift:** I do not know the answer to that question.

**President Carl:** Okay.

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**Matthew Barclift:** We do not verify ownership necessarily when the contractor and engineer are representing they have been engaged by the owner of the property. I believe the land disturbance she is referring to is tied to some litigation that we are involved in or at least a resolution to one of the other parties of that litigation. They were supposed to do some drainage improvements and I think there has been another motion filed in relation to that. I will have to talk to the Legal Staff to find out.

**President Carl:** Okay.

**Matthew Barclift:** They permitted and submitted the appropriate documentation to expand the detention pond. Unfortunately, Ms. Murray's property is the only one bordering the pond. The land disturbance also includes the construction of a ditch along the properties that border hers to catch the water going down on some neighboring property owners and redirect it to the detention pond.

**President Carl:** Okay. Who is paying for this?

**Matthew Barclift:** As I understand it, the developer is paying for all of this.

**President Carl:** Okay. We do not need to get into the lawsuit, but basically that was part of the settlement they made in court.

**Jay Ross, County Attorney:** Commissioner Carl, the County has not settled with the developer. The developer settled with the homeowners but the County Commission has not. The County Commission is set for hearing on an oral argument before the Alabama Supreme Court on Tuesday afternoon of October 6, 2020. This developer built a neighborhood upstream, put in a detention pond, and the detention pond has not worked correctly. We contend it has flooded downstream to property owners and their property. In our particular case, the Circuit Court granted summary judgment on two (2) of the five (5) plaintiffs and those arguments are now set the week after next in Montgomery, Alabama. The issue Ms. Murray and Matthew Barclift are talking about, I don't have enough information where I can say anything today.

**President Carl:** Matthew, did the developer send out any type of notices that he was going to do the improvement?

**Matthew Barclift:** I am not aware that he sent out any notices to anybody.

**President Carl:** Are they required to send out notices?

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**Matthew Barclift:** No, sir.

**President Carl:** Okay.

**Commissioner Merceria Ludgood:** Are we required to send out notices before we approve it?

**Matthew Barclift:** No, ma'am. We are not.

**President Carl:** It is not us.

**Adranell Murray:** Then how did it move from Lot 13 to Lot 14? Lot 13 was the original approval. When they started to dig, they did it accidentally in the wrong lot. Then they were approved for Lot 14. My whole question is about accountability. Can people just come and do as they want and then come back and tell a homeowner that Commissioner Carl called and gave me permission to do this. The homeowner doesn't know what it is they actually have permission for because they are coming and saying you have no rights, this is what we want to do, move out of the way. I think I should know something with people walking back and forth around my property. They need to cut trees and they need to do several things. I am the only one being impacted even though it says it is for four (4) different lots. My neighbor has written a letter I can show you that no one has ever notified us. He is one of the properties. He lives on Lot 18. I am wondering if what is being proposed is actually what is being done. Or if more and more of my land is being used in the name of this is approved. They are going further and further up on my land.

**President Carl:** They cannot get on your property. I can assure you that. What I am talking about is they cannot put this drainage pipe on your property without your permission or without something from you. Now can they walk across your property? That is kind of hard for anybody to manage or stop, but your property is your property. You have every right in the world to defend it and protect it.

**Adranell Murray:** I understand. I am a military veteran. I want what is right for us. I want those people behind me to be made whole, but I don't want it to be at my expense. If I ask a question, then I am being bullied. I have been threatened. They say I am holding this project up. They say I am the reason this lawsuit is going against them. They say I am the reason they can't do what they need to do. All I am asking is what are you doing and why are you just including me when I have all of these

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neighbors that are part of the drainage fight, but they are in no one else's yard. It seems like people are coming further up into my property for the ditch. No one that comes out there has the same story. None of them are talking to each other.

**President Carl:** You are talking about a private company and private owner. We the County cannot and we do not tell them what to do on everything. There is a lawsuit involved here so we have to be careful what is said and what directions we give. Our Engineering Department is here to help you in any way they can. They may not tell you what you want to hear. I deal with that every day. They are engineers and one thing they have taught me is water runs downhill.

**Adranell Murray:** Yes, it runs down the path of least resistance. That is what is happening already. What I am saying, and I gave an example, they got a permit for one thing but they dug in the wrong spot. What is the accountability factor so they cannot come back in, keep doing what they want, and come after the fact to say this is what we did so let's get re-permitted for this instead.

**Matthew Barclift:** Let me clarify what she is saying. They submitted plans and were applying for a permit that was one lot away from her. She came and spoke at the Commission Meeting on March 9, 2020. We put a Stop Work Order, which she acknowledged earlier, on that because they were not supposed to disturb the land as the permit had not been issued yet. They revised the plans to show they were going to expand the detention pond onto the lot next to her, which was different than the initial submittal. The initial submittal had not been approved so changes can happen during the design process. When they resubmitted, we issued a permit for them to excavate on the lot next to her, which is still under the ownership of the developer.

**W. Bryan Kegley II, County Engineer:** Correct.

**President Carl:** Okay.

**W. Bryan Kegley II:** Commissioners, I may also add there is a drainage easement on the backside of several of those lots. The drainage easement allows for drainage improvements to be performed. Out of courtesy, the developer should be notifying these property owners before they gain access to their property.

**President Carl:** Is there some way we can reach out to this developer and let them know we need to have better communication with the people they will be affecting?

**Matthew Barclift:** We will reach out to the developer and the contractor.



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**President Carl:** Okay.

**W. Bryan Kegley II:** Commissioner, we require a professional engineer that has hired a developer to create these plans to submit to us and show what they are proposing to do. We also required they provide the construction inspection and ensure those things are constructed in accordance with the approved plans. If that is occurring or not, I am not sure. Part of the process is notifying the adjacent property owners.

**President Carl:** Okay. Let's see if we can follow up and get me some answers on that as quick as you can, okay?

**Adranell Murray:** Thank you. One more question. Can they put up a silk fence? The pit has been there for a while. There are kids that ride 4-wheelers. I am constantly out there telling them to not go down in the pit. It is a very large pit.

**President Carl:** We can take care of that.

**Adranell Murray:** Thank you. I appreciate you.

**President Carl:** I think the safety factor should be first on our list, Matthew.

**Matthew Barclift:** Yes, sir.

**President Carl:** Thank you.

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AGENDA #45

COMMISSION ANNOUNCEMENTS  
AND/OR COMMENTS

There were none.

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AGENDA #46

ADJOURNED

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

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President of the County Commission  
of Mobile County

ATTEST:

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Glenn L. Hodge, County Administrator