

December 11, 2017

MOBILE COUNTY COMMISSION

The Mobile County Commission met in regular session in the Government Plaza Auditorium, in the City of Mobile, Alabama, on Monday, December 11, 2017, at 10:00 A. M. The following members of the Commission were

PRESENT

ABSENT

Merceria Ludgood, President,  
Commissioner Connie Hudson  
Commissioner Jerry L. Carl

Commissioner Ludgood acted as Chairman of the meeting and John F. Pafenbach, Administrator and Clerk of the Commission, acted as Clerk of the meeting. The Chairman stated that due notice of the time, place and purpose of the meeting having been posted as required by law, and a quorum being present, the meeting was open for the transaction of business.

---

INVOCATION

The invocation was given by Reverend Chester Battles, Associate Minister, Lily Baptist Church, 358 Kennedy Street, Mobile, Alabama 36603.

---

**Commission President Merceria Ludgood:** This morning, we will recognize the accomplishment of Corrections Sergeant Anissa Pope who recently completed the National Institute of Jail Operations Program sponsored by the Association of County Commissions of Alabama (ACCA). We are acknowledging her because this shows a level of professionalism our employees exhibit, and she has taken this extra step. Congratulations to you, Sergeant Pope.

**Sheriff Sam Cochran:** Commissioners, thank you for recognizing Sergeant Pope, and the good work our loyal employees do in our jail to keep us all safe and to keep those in the jail safe, thanks.

---

**Commission President Merceria Ludgood:** We will now recognize Martha Durant who will give us an update on our Americans with Disabilities Act (ADA) Compliance Plan.

December 11, 2017

**Chief Staff Attorney and Americans with Disabilities Act (ADA) Coordinator Martha Durant:** Commissioners, when you adopted the updated Americans with Disabilities Act (ADA) Compliance Plan on July 14, 2016, you committed to spend or set aside five hundred thousand dollars (\$500,000.00) per fiscal year to achieve the Americans with Disabilities Act (ADA) compliance goals. We have 150 miles of sidewalks in Mobile County, we have more than nine hundred (900) curb ramps, and thirty-nine (39) facilities including buildings, parks, an airport, a detention center and a pier at the USS Alabama Battleship Memorial Park. In order to figure out how to spend the money, the Engineering staff undertook a survey of all the sidewalks in Mobile County to determine the compliant sidewalks and non-compliant sidewalks; it is a very detailed survey. We have hired a company to survey every County building, and that survey is almost complete. The County Commission now requires all new subdivisions in Mobile County to have the Americans with Disabilities Act (ADA) compliant sidewalks, and driveways in subdivisions cannot interfere with compliant sidewalks. All ongoing road work and new construction projects in Mobile County are required to be Americans with Disabilities Act (ADA) compliant. Mobile County is not required to have sidewalks, but where we have sidewalks, they must be Americans with Disabilities Act (ADA) compliant. We have prioritized the projects according to complaints with emphasis on County facilities that offer public service. We are committed to making all County facilities accessible to everyone, but the public is whom the Mobile County Commission serves. The projects of the Fiscal Year 2016-2017 were four (4) sidewalks; the Strickland Youth Center Project began in 2015 and was completed during the Fiscal Year 2016-2017, it cost over one million dollars (\$1,000,000.00); the Jon Archer Agricultural Center Modifications Project is scheduled for next year and the cost is projected to be one hundred seventeen thousand dollars (\$117,000.00), we did receive a complaint about its accessibility and we have addressed that issue. The Mobile County Commission spent one million three hundred thousand dollars (\$1,300,000.00) on the Americans with Disabilities Act (ADA) compliance projects. Anticipated expenditures are over five hundred thousand dollars (\$500,000.00) for sidewalk work and over five million dollars (\$5,000,000.00) for the Americans with Disabilities Act (ADA) compliance projects. The Community Corrections Center was woefully inadequate in every way; it has been demolished, and the construction of the Americans with Disabilities Act (ADA) compliant facility is scheduled to begin next month. It has been a good year for the Americans with Disabilities Act (ADA) Compliance Plan in Mobile County. The Engineering Department, the Public Works Department, and the Grants Department have been all over this and have really, really, done their job. I encourage the Mobile County Commission to commend them for

December 11, 2017

their work. Since everything else is well in hand, we will place special emphasis on our program accessibility plan and train our frontline people on how to handle the Americans with Disabilities Act (ADA) complaints.

**Commission President Ludgood:** Thank you, Martha.

**Commissioner Jerry L. Carl:** Thank you, Martha.

**Commissioner Connie Hudson:** Kudos to everyone involved in this. You said there is an ongoing assessment of buildings, and once completed, I am assuming, there will be a prioritized list of projects that we will work from with our annual allotment?

**Chief Staff Attorney and Americans with Disabilities Act (ADA) Coordinator Durant:** Yes. The annual allotment is set, but it can be changed at any time. The Americans with Disabilities Act (ADA) Compliance Plan is a living document; it can be modified at any time. When the survey is complete, we expect to have recommendations and priorities. Complaints are a big priority for us as evidenced by the Jon Archer Agricultural Center.

**Commissioner Hudson:** I think this is a big deal because when you consider how many years have gone by with the Americans with Disabilities Act (ADA) Compliance Plan not being in the forefront, and now, we are trying to make it up, I think we are off to a great start. I am really proud of the work that has been done, thank you all.

**Commission President Ludgood:** The bottom line is, we've exceeded our goal.

---

**Commission President Merceria Ludgood:** Now, Bryan Kegley will give us an update on the U. S. Highway 98 (US-98) Project.

**Assistant County Engineer W. Bryan Kegley II:** The Alabama Department of Transportation (ALDOT) has divided the extension projects of State Route 158 (SR-158) and the new U. S. Highway 98 (US-98) to the Mississippi State Line into seven (7) separate projects. The first project includes extending the eastbound bridge on U. S. Highway 98 (US-98) over Big Creek Lake; it is currently under construction. The second project includes constructing a two (2) lane section of State Route 158 (SR-158) from east of Lott Road to Schillinger Road; they anticipate bidding Spring 2018. The third project includes extending State Route 158 (SR-158) from east of Glenwood Road to west of Lott Road; they anticipate bidding Summer 2018. The fourth project includes extending State Route 158 (SR-158) Lott Road Interchange; they anticipate bidding Summer 2018. The

December 11, 2017

fifth project includes constructing a bridge on Glenwood Road over U. S. Highway 98 (US-98); they anticipate bidding Spring 2019. The sixth project includes constructing a bridge on Wilmer-Georgetown Road Interchange; they anticipate bidding Spring 2019. The seventh project includes extending the U. S. Highway 98 (US-98) from the Mississippi State Line to 0.5 miles east of Glenwood Road; they anticipate bidding Spring 2020. The Alabama Department of Transportation (ALDOT) has thirty million dollars (\$30,000,000.00) available of the BP settlement funds. The estimated cost for all seven (7) projects is between one hundred six million dollars (\$106,000,000.00) and one hundred ten million dollars (\$110,000,000.00). It looks like they will have all of them under construction Spring 2020.

**Commissioner Connie Hudson:** Do you have any idea of completion?

**Assistant County Engineer Kegley II:** Within two (2) years of Spring 2022, if everything stays on schedule.

**Commissioner Hudson:** They will have road bids prepared for four (4) lanes, but two (2) lanes will be opened and that will take a lot of traffic congestion off of the existing U. S. Highway 98 (US-98).

**Assistant County Engineer Kegley II:** Absolutely.

**Commissioner Hudson:** Excellent, thank you.

**Assistant County Engineer Kegley II:** You're welcome.

**Commission President Ludgood:** This is what we got out of the one billion dollars (\$1,000,000,000.00) that came to the State of Alabama from the BP settlement money. We want to stay on top of it and make sure it is moving forward on schedule. We get questions from time to time, and hopefully, this will scale back expectations of what's going to happen and when. Thank you so much.

**Assistant County Engineer Kegley II:** You're welcome.

**Commissioner Hudson:** I think we ended up getting in the neighborhood about sixty million dollars (\$60,000,000.00), but at least it helps us to move forward, and that's a good thing.

**Commissioner Jerry L. Carl:** Well spent.

---

**Commission President Merceria Ludgood:** We will now hear from Bill Melton about our Storm Water Management Program Plan.

December 11, 2017

**Environmental Services Department Director G. William Melton:** Thank you, Commissioner. Good morning everybody, just like the Americans with Disabilities Act (ADA) Compliance Plan is included in every project, the Storm Water Management Program Plan is also included in every project. I will speak on behalf of Agenda Item #12, the QCI Training; Agenda Item #13, the Inspection Services Fee Schedule; and Agenda Item #14, the Storm Water Management Program Plan with the help of Matthew Barclift.

First, let me begin with a little background history. Mobile County Phase I Municipal Separate Storm Sewer System (MS4) Permit has been in place since 1994. We had our first audit in 2012. We were granted Phase II Municipal Separate Storm Sewer System (MS4) Permit status, April 4, 2013. Our Phase II Municipal Separate Storm Sewer System (MS4) Permit was reissued September 6, 2016. We were audited in 2017, and that is the second audit we have had in my twenty-seven (27) years of working for the County. The Alabama Department of Environmental Management (ADEM) identified a couple of areas where they want us to step up our game. They want us to update our Construction and Post-Construction Control Policies and Procedures to include enforcement steps. They want us to revise our Storm Water Management Program Plan to address five (5) minimum control measures, then submit it. I will talk about the first two (2) minimum control measures, and Matthew Barclift will talk about the last three (3) minimum control measures. The Public Education and Public Involvement control measure requires us to engage the public, and we will do this through the Environmental Services Department web page on the Mobile County Commission's website. It will include a separate item for storm water and contain information available for citizens who would like to learn more about watershed protection, the storm water cycle, common pollutants, and storage and disposal of household chemicals. We will place community events on our web page calendar to notify and encourage the community to participate in events hosted by the County and its local environmental partners. Additionally, the web page will provide links to storm water resources, and provide contact information for reporting illicit discharges or other storm water complaints. Our Storm Water Management Program Plan will be made available online, and we will invite public comments. We will provide a link on our web page for stakeholders to submit comments, questions or concerns regarding its implementation. The Environmental Services Department staff will review comments and respond, we will also use social media sites to promote and encourage feedback. A storm water hotline has been established, and the number is posted on our web page. The Illicit Discharge Detection and Elimination control measure require us to develop a program to detect and remove illicit discharges. We are updating our existing storm water outfall inventory map to include new outfalls located within Mobile County. The map

December 11, 2017

will include waters of the State that receive discharges from those outfalls. We will engage the public to report illicit discharges, and our Environmental Services Department staff will investigate and document the reported illicit discharges.

**Engineering Manager-Development Matthew Barclift:** The elements of the permit that relate to the Construction Site Storm Water Runoff control measure are included in our Construction Plan Review Procedures and Construction Site Inspections. The Post-Construction Storm Water Management for new development and redevelopment are mainly about having controls for detention and retention ponds. First, we will add a no-cost Land Disturbance Permit and formalize it as part of our inspection services fee schedule which will allow us to add it to our electronic permitting system. We will be able to track it more carefully and to provide storm water inspections that are more carefully documented than they are now. Second, we will require storm water detention ponds within our Municipal Separate Storm Sewer System (MS4) Boundary Areas. Currently, if it does not impact the County's right-of-way, we do not require detention ponds. However, one of the most effective Best Management Practices (BMPs) is to require a storm water detention or retention pond. A large majority of our Municipal Separate Storm Water System (MS4) are within the City of Mobile planning jurisdiction, and they are putting a note on new subdivisions that require this as well, so we will be in lock step with the City of Mobile. Third, we will require storm water controls on construction sites to be inspected. A couple months ago, we started slowly but surely, implementing this through our Inspection Services Department with new home constructions, and with every inspection, there is a Best Management Practices (BMPs) and Inspection Checklist. We are working with all our builders to help them understand what they need to do, but make sure they look and document it. We require engineers to bring us their plans on how they will control sediment and erosion on their construction sites, and they will be required to certify it. We are doing a more rigorous review to make sure they are planning appropriately. Post-construction controls will now be required, and this means that when the retention pond is completed, we will ask them to provide us with covenants that assign responsibility to who is maintaining it, a plan for how they intend to maintain it, and also we will ask them to report to us annually to make sure they are following their plan. This is not a departure from what we normally do, but additional certifications and reports are being required. Accountability is important, and we will require our engineers to certify those projects they are designing and to watch over them to make sure it is being constructed in accordance with their plans. The certification now includes the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites. We will ask them to report monthly on

December 11, 2017

the progress of those sites. Fourth, the control measure for Pollution Prevention and Good Housekeeping for Municipal Operations, we have taken an inventory of our County facilities from both Camps and our projects. We have engaged a consultant to make recommendations on how we can improve. They have made some recommendations, and we have begun implementing those on our sites. Agenda Item #12, QCI Training, deals with staff training, and we are asking the County Commission to approve it so our staff can get the appropriate training. The inspections are not going to stop with the projects, but we are going to hold ourselves accountable the same way by having our staff go out and inspect our own sites to make sure we are doing what we are supposed to be doing. Finally, the control measure for the Right-of-Way Maintenance and Litter Control: Our Public Works Department, Environmental Services Department, and Environmental Enforcement Department do a fantastic job, and they will continue to do a good job of maintaining our ditches, cross drains, and handling any litter problems in the County in an appropriate manner.

**Environmental Services Department Director Melton:**

Commissioners, we are going to step up our game on our Municipal Separate Storm Sewer Systems (MS4) Program. This is what the Alabama Department of Environmental Management (ADEM) has asked us to do. The no-cost of the new Land Disturbance Permit will be on our fee schedule, Agenda Item #13. We will also step up our game on our Plan Review and Report. Every department in Public Works and Administration play a role. We are approaching the request of the Alabama Department of Environmental Management (ADEM) in an intense way and every department is putting statistics together for data. We get it every year; we assemble it and compile it into a report, and then send it to the Alabama Department of Environmental Management (ADEM). It will be on the County's website on our web page along with our Storm Water Management Program Plan. A request for the public to let us know about problems will be put on our web page. In closing, we have revised our Storm Water Management Program Plan, and it is due to the Alabama Department of Environmental Management (ADEM) on December 29, 2017. We are asking the County Commission to adopt the Storm Water Management Program Plan and its Appendices and to authorize implementation of said program. We are requesting the County Commission to approve Agenda Items #12, #13, and #14.

**Commissioner Connie Hudson:** Will it be effective before or after the Alabama Department of Environmental Management (ADEM) accepts it or will it be effective when we approve it?

**Environmental Services Department Director Melton:**

The plan is effective now. This is an amendment to it.

December 11, 2017

**Commissioner Hudson:** So, only the amendments will be effective when we approve them.

**Environmental Services Department Director Melton:** Yes, ma'am, upon the County Commission's approval, they will be effective.

**Commission President Ludgood:** Okay, and then you will send it to the Alabama Department of Environmental Management (ADEM) and they will accept it or ask us for additional provisions?

**Environmental Services Department Director Melton:** They will let us know, but we have discussed those issues with the Alabama Department of Environmental Management (ADEM), and they seem to be pretty good with it.

**Commissioner Jerry L. Carl:** We basically are going to document the plans, and if it varies from that, we have no enforcement, and that is when we will call the Alabama Department of Environmental Management (ADEM), is that correct?

**Environmental Services Department Director Melton:** That is correct. We will do whatever we can, and once that is exhausted, we will report that issue to the Alabama Department of Environmental Management (ADEM).

**Commissioner Hudson:** Good job, thank you very much.

**Commission President Ludgood:** Thank you very much.

---

AGENDA #1

APPROVE CLAIMS

Commissioner Hudson moved, seconded by Commissioner Carl, 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
12/1/2017	00341462	A T AND T MOBILITY	8,880.91
12/1/2017	00341463	AARMS LLC	175.00
12/1/2017	00341464	ADAMS AND REESE LLP	35,175.00
12/1/2017	00341465	ADAMS AND REESE LLP	12,222.07
12/1/2017	00341466	ADVANCE AUTO PARTS	13.92
12/1/2017	00341467	AFFORDABLE INTERIOR SYSTEMS IN	17,278.65
12/1/2017	00341468	AIDS ALABAMA SOUTH LLC	1,262.25
12/1/2017	00341469	AL DEPT OF ENVIRONMENTAL MANAG	1,385.00
12/1/2017	00341470	ALABAMA FORESTRY COMMISSION	1,945.75
12/1/2017	00341471	ALABAMA PIPE AND SUPPLY CO INC	504.00
12/1/2017	00341472	ALABAMA POWER CO	130,914.58



December 11, 2017

CHECK DATE	CHECK #	VENDOR	AMOUNT
12/1/2017	00341473	ALABAMA POWER CO	163.10
12/1/2017	00341474	ALABAMA POWER CO	585.80
12/1/2017	00341475	ALABAMA POWER CO	1,426.63
12/1/2017	00341476	ALABAMA POWER CO	483.09
12/1/2017	00341477	ALABAMA POWER CO	59.11
12/1/2017	00341478	ALABAMA POWER CO	2,103.56
12/1/2017	00341479	ALABAMA POWER CO	1,430.50
12/1/2017	00341480	ALABAMA POWER CO	188.76
12/1/2017	00341481	ALABAMA POWER CO	222.59
12/1/2017	00341482	ALABAMA SOCIETY OF PROFESSIONA	110.00
12/1/2017	00341483	ALABAMA SOCIETY OF PROFESSIONA	205.00
12/1/2017	00341484	ALABAMA STATE BOARD OF	50.00
12/1/2017	00341485	AMERICAN FOODS INC	150.36
12/1/2017	00341486	AMERICAN SIGNAL CO	64.60
12/1/2017	00341487	ARCHITECTS GROUP INC, THE	1,558.87
12/1/2017	00341488	ARTCRAFT PRESS INC	35.00
12/1/2017	00341489	ASSN OF COUNTY COMMISSIONS OF	188.93
12/1/2017	00341490	AT AND T	1,046.66
12/1/2017	00341491	AT AND T	465.00
12/1/2017	00341492	AT AND T LONG DISTANCE SERVICE	551.80
12/1/2017	00341493	AUBURN UNIVERSITY	2,285.00
12/1/2017	00341494	AUDIO UNLIMITED INC	3,903.99
12/1/2017	00341495	AUTOMOTIVE PAINTERS SUPPLY	321.85
12/1/2017	00341496	AUTOZONE AUTO PARTS	59.88
12/1/2017	00341497	BAMA AUTO PARTS AND INDUSTRIAL	2,094.33
12/1/2017	00341498	BAY CITY TOOL AND REPAIR CO	137.50
12/1/2017	00341499	BEARD EQUIPMENT CO	2,328.86
12/1/2017	00341500	BERNEY OFFICE SOLUTIONS	159.86
12/1/2017	00341501	BLANKENSHIPS UNIVERSAL SUPPLY	49.99
12/1/2017	00341502	BLUE RENTS	106.40
12/1/2017	00341503	BORDEN DAIRY COMPANY	284.80
12/1/2017	00341504	BROWN AND KEAHEY	97.88
12/1/2017	00341505	BUMPER TO BUMPER AUTO PARTS	2,869.95
12/1/2017	00341506	BURK KLEINPETER INC	12,467.01
12/1/2017	00341507	C AND S ELECTRIC	1,060.94
12/1/2017	00341508	CALL NEWS	126.00
12/1/2017	00341509	CAMPER CITY	8,394.00
12/1/2017	00341510	CDW GOVERNMENT INC	35,611.21
12/1/2017	00341511	CENTURYLINK	165.04
12/1/2017	00341512	CHILLYS LLC	478.80
12/1/2017	00341513	CHUNCHULA HOME DEMONSTRATION C	4,600.00
12/1/2017	00341514	CNA SURETY	50.00
12/1/2017	00341515	DADE PAPER AND BAG CO	650.99
12/1/2017	00341516	DAUPHIN ISLAND SEA LAB	1,000.00
12/1/2017	00341517	DAVIS JR, M DONALD	896.47
12/1/2017	00341518	DAVIS MOTOR SUPPLY CO INC	319.00
12/1/2017	00341519	DAVIS PHD, JOHN W	330.00
12/1/2017	00341520	DAVISON FUELS INC	90.00
12/1/2017	00341521	DEES PAPER CO INC	265.11
12/1/2017	00341522	DIAMOND, ROXANNE I	188.54
12/1/2017	00341523	DIVERSIFIED COMPANIES LLC	5,513.28
12/1/2017	00341524	DIXIE BUILDING SUPPLY CO INC	258.94
12/1/2017	00341525	DYSON PLUMBING INC	4,074.24
12/1/2017	00341526	ELECTION SYSTEMS AND SOFTWARE	6,795.15
12/1/2017	00341527	ELECTRONIC SUPPLY CO	3,065.21

December 11, 2017

CHECK DATE	CHECK #	VENDOR	AMOUNT
12/1/2017	00341528	EMPIRE TRUCK SALES INC	2,162.93
12/1/2017	00341529	EXPLORE CENTER INC, THE	16,250.00
12/1/2017	00341530	FEDERAL EXPRESS CORP	153.55
12/1/2017	00341531	FIELDS, JOSEPH ALAN	112.38
12/1/2017	00341532	FISHER, LESLIE	36.02
12/1/2017	00341533	FRANK TURNER CONSTRUCTION CO I	194,351.85
12/1/2017	00341534	GALLS LLC	880.49
12/1/2017	00341535	GENERAL FUND	1,966.00
12/1/2017	00341536	GEOTECHNICAL ENGINEERING TESTI	16,314.31
12/1/2017	00341537	GET IT DUNN LLC	1,650.00
12/1/2017	00341538	GLOBAL EQUIPMENT CO INC	465.46
12/1/2017	00341539	GOLDEN TOUCH COMMERCIAL CLEANI	575.00
12/1/2017	00341540	GRAINGER INDUSTRIAL SUPPLY	1,742.43
12/1/2017	00341541	GRAYBAR ELECTRIC CO INC	1,282.89
12/1/2017	00341542	GULF CASTERS AND EQUIPMENT	116.86
12/1/2017	00341543	GULF SALES AND SUPPLY INC	299.00
12/1/2017	00341544	GWINS STATIONERY	44.00
12/1/2017	00341545	H G MAYBECK CO INC	837.00
12/1/2017	00341546	HANSEN AIR	190.00
12/1/2017	00341547	HARVEY, PATRICK	84.69
12/1/2017	00341548	HD SUPPLY FACILITIES MAINTENAN	879.38
12/1/2017	00341549	HICKS, TRICIA	1.14
12/1/2017	00341550	HICKS, TRICIA	86.31
12/1/2017	00341551	HOBSON, CLARK	65.04
12/1/2017	00341552	HOLMES AND HOLMES ARCHITECTS	197.63
12/1/2017	00341553	HUDSON, RICK	32.69
12/1/2017	00341554	HURRICANE ELECTRONICS INC	645.53
12/1/2017	00341555	ICE PLANT INC	104.50
12/1/2017	00341556	IDA MOBILE CO ECONOMIC DEV FUN	45,362.57
12/1/2017	00341557	INFORMATION TRANSPORT SOLUTION	24,865.00
12/1/2017	00341558	INTEGRA WATER LLC	319.94
12/1/2017	00341559	ISLANDAIRE INC	190.18
12/1/2017	00341560	JAMAR TECHNOLOGIES INC	140.00
12/1/2017	00341561	JOHN G WALTON CONSTRUCTION CO	114,509.39
12/1/2017	00341562	JOHN M WARREN INC	228.42
12/1/2017	00341563	KELLY'S EXTERMINATING SERVICE	575.00
12/1/2017	00341564	KITTRELL AUTO GLASS LLC	1,183.00
12/1/2017	00341565	KNOX PEST CONTROL	675.00
12/1/2017	00341566	KRONOS INC	3,504.00
12/1/2017	00341567	LAGNIAPPE	148.00
12/1/2017	00341568	LEGAL SECURITY SERVICES LLC	112.00
12/1/2017	00341569	LENNOX INDUSTRIES INC	159.71
12/1/2017	00341570	LOGICAL COMPUTER SOLUTIONS	10,398.00
12/1/2017	00341571	LOVE JOYCE YORK	698.50
12/1/2017	00341572	LOWES	1,111.66
12/1/2017	00341573	LST	9,745.00
12/1/2017	00341574	LYONS LAW FIRM	4,167.00
12/1/2017	00341575	M AND A STAMP AND SIGN CO	243.00
12/1/2017	00341576	M B COMPANIES INC	2,291.89
12/1/2017	00341577	MATTHEW BENDER AND CO INC	169.65
12/1/2017	00341578	MCCONNELL AUTOMOTIVE GROUP	415.28
12/1/2017	00341579	MCCOVERY JR, STEFFON	590.92
12/1/2017	00341580	MCCOVERY, STEFFON D	735.51
12/1/2017	00341581	MCCOY OUTDOOR CO	273.94
12/1/2017	00341582	MCDONALD, KATHY	58.32

December 11, 2017

CHECK DATE	CHECK #	VENDOR	AMOUNT
12/1/2017	00341583	MCGOWIN PARK INCENTIVE LLC	36,245.33
12/1/2017	00341584	MCGRIFF TIRE CO	5,208.11
12/1/2017	00341585	MEDICAL SUPPLIES DEPOT INC	330.75
12/1/2017	00341586	MICHAEL BAKER INTERNATIONAL IN	8,794.32
12/1/2017	00341587	MINGLEDORFFS INC	913.83
12/1/2017	00341588	MITCHELL, RICHARD A	35.83
12/1/2017	00341589	MOBILE AREA WATER AND SEWER SY	3,526.58
12/1/2017	00341590	MOBILE ARTS AND SPORTS ASSN	41,250.00
12/1/2017	00341591	MOBILE CO FOSTER GRANDPARENT P	10,416.85
12/1/2017	00341592	MOBILE CO HEALTH DEPT	68,832.00
12/1/2017	00341593	MOBILE CO SHERIFFS OFFICE	1,361.11
12/1/2017	00341594	MOBILE CO WORKERS COMP ESCROW	24,705.94
12/1/2017	00341595	MOBILE GLASS CO	292.50
12/1/2017	00341596	MOBILE INFIRMARY ASSOCIATION	15,120.86
12/1/2017	00341597	MOBILE MUSEUM OF ART INC	3,062.50
12/1/2017	00341598	MOBILE MUSEUM OF ART INC	10,000.00
12/1/2017	00341599	MOBILE SYMPHONY INC	39,657.00
12/1/2017	00341600	MOBILE SYMPHONY INC	19,180.00
12/1/2017	00341601	MOBILE UNITED	5,000.00
12/1/2017	00341602	MOONS, F LEE	62.07
12/1/2017	00341603	MOTT MACDONALD	3,996.33
12/1/2017	00341604	MULLINAX FORD OF MOBILE LLC	2,334.49
12/1/2017	00341605	NEC CORPORATION OF AMERICA	41,475.38
12/1/2017	00341606	NETWORK INNOVATIONS US INC	167.82
12/1/2017	00341607	O REILLY AUTOMOTIVE STORES INC	46.07
12/1/2017	00341608	OEC BUSINESS SUPPLIES	328.99
12/1/2017	00341609	OLENSKY BROTHERS OFFICE PRODUC	1,275.32
12/1/2017	00341610	OPTICSPLANET INC	1,325.00
12/1/2017	00341611	ORR, TIMOTHY P	156.00
12/1/2017	00341612	P H AND J ARCHITECTS, INC	1,268.78
12/1/2017	00341613	PIERCE LEDYARD PC	285.00
12/1/2017	00341614	PITNEY BOWES BANK INC, THE	16,200.00
12/1/2017	00341615	PORT CITY TRAILERS	42.95
12/1/2017	00341616	POSITIVE PROMOTIONS	361.50
12/1/2017	00341617	PRECISION DELTA CORP	940.00
12/1/2017	00341618	PRINTING PLUS	45.00
12/1/2017	00341619	PRO LEGAL COPIES	129.75
12/1/2017	00341620	PROBATE COURT	8.00
12/1/2017	00341621	PUBLIC BUILDINGS ROADS AND BRI	65.86
12/1/2017	00341622	QUICK INTERNET SOFTWARE SOLUTI	912.75
12/1/2017	00341623	ROSTEN AND ASSOCIATES	2,692.30
12/1/2017	00341624	ROTO ROOTER PLUMBERS	135.00
12/1/2017	00341625	S AND P GLOBAL RATINGS	21,000.00
12/1/2017	00341626	SAFEGUARD BUSINESS SYSTEMS	290.00
12/1/2017	00341627	SATSUMA PUBLIC LIBRARY	7,727.50
12/1/2017	00341628	SENIOR COMPANION PROGRAM OF MO	10,522.40
12/1/2017	00341629	SHARP ELECTRONICS CORP	4,852.83
12/1/2017	00341630	SHERWIN WILLIAMS CO	196.73
12/1/2017	00341631	SIEMENS HEALTHCARE DIAGNOSTICS	8,980.61
12/1/2017	00341632	SITE ONE ON THE INTERNET INC	740.00
12/1/2017	00341633	SNAP ON TOOLS	3,404.35
12/1/2017	00341634	SOUTH ALABAMA UTILITIES	83.90
12/1/2017	00341635	SOUTHERN DISTRIBUTORS	1,185.63
12/1/2017	00341636	SPENCERS ENTERPRISE INC	4,400.00
12/1/2017	00341637	SPRINGDALE TRAVEL	3,632.70

December 11, 2017

CHECK DATE	CHECK #	VENDOR	AMOUNT
12/1/2017	00341638	SPROT PRINTER RIBBONS LLC	2,168.90
12/1/2017	00341639	SRD ELECTRICAL SERVICES LLC	305.00
12/1/2017	00341640	STALLWORTH, CHARMAINE	217.50
12/1/2017	00341641	STEVEN VAUGHN CONSTRUCTION INC	32,315.00
12/1/2017	00341642	STUART C IRBY CO	346.50
12/1/2017	00341643	SUPREME MEDICAL	1,153.45
12/1/2017	00341644	SURETY LAND TITLE INC	146.25
12/1/2017	00341645	TAITE, KRYSTAL S	232.00
12/1/2017	00341646	TALETON, HENRY	32.13
12/1/2017	00341647	TERRACON	2,245.84
12/1/2017	00341648	TEST CALIBRATION CO INC	2,307.01
12/1/2017	00341649	THOMPSON ENGINEERING	16,942.50
12/1/2017	00341650	THOMSON	1,897.58
12/1/2017	00341651	THYSSENKRUPP ELEVATOR CORP	1,464.81
12/1/2017	00341652	TRACTOR AND EQUIPMENT CO	179.64
12/1/2017	00341653	TRAFFIC PARTS INC	4,791.25
12/1/2017	00341654	TRINITY SERVICES GROUP INC	22,694.23
12/1/2017	00341655	TRUCK EQUIPMENT SALES INC	1,325.33
12/1/2017	00341656	ULINE	62.43
12/1/2017	00341657	UNITED PARCEL SERVICE	25.80
12/1/2017	00341658	UNITED WAY OF SOUTHWEST ALABAM	45,000.00
12/1/2017	00341659	UNIVERSITY OF SOUTH ALABAMA	30,241.71
12/1/2017	00341660	US BANK NATIONAL ASSOCIATION	16,531.59
12/1/2017	00341661	US BANK NATIONAL ASSOCIATION	75,604.35
12/1/2017	00341662	VERIZON WIRELESS	20,997.12
12/1/2017	00341663	VOLKERT INC	8,275.83
12/1/2017	00341664	VULCAN MATERIALS CO	24,233.93
12/1/2017	00341665	WARD INTERNATIONAL TRUCKS OF A	651.66
12/1/2017	00341666	WASTE MANAGEMENT INC	5,163.29
12/1/2017	00341667	WATCH SYSTEMS LLC	131.53
12/1/2017	00341668	WEAVER AND SONS INC, HOSEA O	46,852.68
12/1/2017	00341669	WINSUPPLY OF DAPHNE AL	3,102.78
12/1/2017	00341670	WITTICHEN SUPPLY CO INC	724.83

Total Claims Paid for General Invoices \$ 1,589,913.64

11/30/2017	00001036	MOBILE CO ACCOUNTS PAYABLE ACC	4,872.27
12/4/2017	00001037	MOBILE CO ACCOUNTS PAYABLE ACC	52,015.15
11/30/2017	00001118	MOBILE CO ACCOUNTS PAYABLE ACC	41,426.79
12/4/2017	00001119	MOBILE CO ACCOUNTS PAYABLE ACC	29,394.74
11/30/2017	00001204	MOBILE CO ACCOUNTS PAYABLE ACC	141,499.21
12/4/2017	00001205	MOBILE CO ACCOUNTS PAYABLE ACC	1,254.00
11/30/2017	00001262	MOBILE CO ACCOUNTS PAYABLE ACC	14,628.36
11/30/2017	00001583	MOBILE CO ACCOUNTS PAYABLE ACC	1,503.54
11/30/2017	00001902	MOBILE CO ACCOUNTS PAYABLE ACC	480.00
12/4/2017	00001903	MOBILE CO ACCOUNTS PAYABLE ACC	29,153.84
11/22/2017	00002628	MOBILE CO FEDERAL TAX ACCOUNT	344.25
11/29/2017	00002629	MOBILE CO PAYROLL ACCOUNT	30,455.92
11/30/2017	00002630	MOBILE CO ACCOUNTS PAYABLE ACC	21,133.13
11/30/2017	00002631	MOBILE CO FEDERAL TAX ACCOUNT	2,259.10
11/22/2017	00004600	MOBILE CO FEDERAL TAX ACCOUNT	40,660.56
11/22/2017	00004601	MOBILE CO PAYROLL ACCOUNT	500.00
11/30/2017	00004602	MOBILE CO ACCOUNTS PAYABLE ACC	17,223.20
11/22/2017	00004752	MOBILE CO FEDERAL TAX ACCOUNT	295.77
11/30/2017	00004753	MOBILE CO ACCOUNTS PAYABLE ACC	182,919.74

December 11, 2017

CHECK DATE	CHECK #	VENDOR	AMOUNT
12/4/2017	00004754	MOBILE CO ACCOUNTS PAYABLE ACC	8.18
11/22/2017	00006320	MOBILE CO FEDERAL TAX ACCOUNT	9,227.26
11/30/2017	00006321	MOBILE CO ACCOUNTS PAYABLE ACC	20,958.46
12/4/2017	00006322	MOBILE CO ACCOUNTS PAYABLE ACC	693.25
11/30/2017	00010305	MOBILE CO ACCOUNTS PAYABLE ACC	16,942.50
12/4/2017	00010306	MOBILE CO ACCOUNTS PAYABLE ACC	24,821.36
11/30/2017	00014147	MOBILE CO ACCOUNTS PAYABLE ACC	135,812.52
12/4/2017	00014148	MOBILE CO ACCOUNTS PAYABLE ACC	36,985.65
11/22/2017	00082207	MOBILE CO FEDERAL TAX ACCOUNT	188,212.10
11/22/2017	00082208	MOBILE CO PAYROLL ACCOUNT	1,000.00
11/27/2017	00082209	MOBILE CO FEDERAL TAX ACCOUNT	76.50
11/27/2017	00082210	MOBILE CO PAYROLL ACCOUNT	1,500.00
11/28/2017	00082211	MOBILE CO FEDERAL TAX ACCOUNT	114.75
11/29/2017	00082212	MOBILE CO PAYROLL ACCOUNT	408,347.77
11/30/2017	00082213	MOBILE CO ACCOUNTS PAYABLE ACC	990,513.92
11/30/2017	00082214	MOBILE CO FEDERAL TAX ACCOUNT	26,516.81
12/4/2017	00082215	MOBILE CO ACCOUNTS PAYABLE ACC	483,876.94

Total Claims Paid for Treasury Division \$ 2,957,627.54

Total Claims Paid \$ 4,547,541.18

Motion carried unanimously.

---

AGENDA #2

AWARD BID/TINDLE CONSTRUCTION,  
LLC/ADA MODIFICATION/JON ARCHER  
AGRICULTURAL CENTER/MFP-020-16

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board award the bid to Tindle Construction, LLC for the ADA Modification to the Jon Archer Agricultural Center, MFP-020-16, for a total bid in the amount of \$213,326.00, including Alternate 1.

Motion carried unanimously.

---

AGENDA #3

ACCEPT GRANT AWARD/RECREATIONAL TRAILS  
PROGRAM/PROJECT 17-RT-54-10/CHICKASABOGUE PARK  
FAMILY FRIENDLY NATURE WALK (DIVERSE USE TRAIL)

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board accept a grant award from the Recreational Trails Program, Project 17-RT-54-10 for the

December 11, 2017

Chickasabogue Park Family Friendly Nature Walk (Diverse Use Trail) in the amount of \$182,160.00, with a local match in the amount of \$45,540.00, and authorize the President of the Commission to execute all documents associated with this award.

Motion carried unanimously.

---

AGENDA #4

APPROVE AMENDMENT TO ITEM #15/NOVEMBER 13, 2017  
AGENDA/APPROVE EFP-304-18/PURCHASE AND DELIVER  
PLAYGROUND COVER AND ASSOCIATED EQUIPMENT  
AND MATERIALS/CASTLEN ELEMENTARY SCHOOL

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board approve an amendment to Item #5 on the November 13, 2017 Agenda to read as follows: approve EFP-304-18, in the amount of \$11,318.66, purchase and deliver playground cover and associated equipment and materials to Castlen Elementary School.

Motion carried unanimously.

---

AGENDA #5

ACCEPT SUBGRANT AWARD/ALABAMA LAW ENFORCEMENT  
AGENCY (ALEA)/FY2017 HOMELAND SECURITY  
GRANT PROGRAM FOR OPERATION STONEGARDEN

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board accept a subgrant award from the Alabama Law Enforcement Agency (ALEA) under the FY2017 Homeland Security Grant Program for Operation Stonegarden, in the amount of \$120,000.00, for the project period November 1, 2017 through August 31, 2020. There is no local match.

Motion carried unanimously.

---

December 11, 2017

AGENDA #6

AUTHORIZE ADVERTISEMENT FOR NOTICE  
OF PUBLIC HEARING/2018 YEAR FOUR  
ACTION PLAN/HUD ENTITLEMENT FUNDS

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board authorize advertisement for Notice of Public Hearing for the 2018 Year Four Action Plan for the HUD Entitlement Funds.

Motion carried unanimously.

---

AGENDA #7

APPROVE CHANGE ORDER #1/AMERSON  
ROOFING/BMP-2017-002/REPLACE BUILDING  
MAINTENANCE ADMINISTRATION ROOF

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve Change Order #1 with Amerson Roofing for BMP-2017-002, replace Building Maintenance Administration roof, decreasing the contract in the amount of \$1,062.60, which will revert unused allowance funds back to Mobile County. The new contract total will be \$65,169.40, and authorize the President of the Commission to execute the change order on behalf of Mobile County.

Motion carried unanimously.

---

AGENDA #8

APPROVE ASSIGNING PROFESSIONAL SERVICES  
CONTRACT/DAKINSTREET ARCHITECTS/CCP-165-18/  
RENOVATION AND ADA COMPLIANCE/GRAND  
BAY HISTORICAL MUSEUM AND LIBRARY

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board approve assigning a professional services contract to dakinstreet architects for CCP-165-18, renovation and ADA compliance of the Grand Bay Historical Museum and Library, in the amount of \$41,850.00, and authorize the President of the Commission to execute the contract on behalf of Mobile County.

Motion carried unanimously.

---

December 11, 2017

AGENDA #9

APPROVE EFP-112-18/SPONSORSHIP AGREEMENT/  
UNITED WAY OF SOUTHWEST ALABAMA, INC.

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve EFP-112-18, sponsorship agreement with United Way of Southwest Alabama, Inc., for its Attendance Awareness Event, in the amount of \$2,500.00, from District 1 funds, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

---

AGENDA #10

ADOPT RESOLUTION AUTHORIZING EXECUTION OF  
PROJECT DEVELOPMENT AGREEMENT/MOBILE COUNTY,  
CITY OF MOBILE, MOBILE AIRPORT AUTHORITY,  
AND SAFRAN NACELLE'S SERVICES AMERICA

**County Attorney Jay Ross:** Commissioners, Agenda Items #10 and #11 are both economic development projects and require expenditures of Mobile County funds as incentives. Both of those have had public notices published in the Mobile AL.com newspaper on December 3, 2017, to meet the requirements of Amendment 772 of the Alabama Constitution which authorizes the expenditures of public funds for economic development purposes. In respect of Safran Nacelle's Services America, they are building a large facility on Mobile Airport Authority's property. There will be seventeen (17) jobs. One hundred fifty thousand dollars (\$150,000.00) is to be paid by Mobile County, and the same equal amount is to be paid by the City of Mobile. I am told that the City of Mobile will have this item on their agenda tomorrow, but if it is not considered tomorrow because of their normal hold over, it is anticipated to be approved at the next Mobile City Council Meeting. The one hundred fifty thousand dollars (\$150,000.00) is to be paid by the County to the Emergency Management Agency (EMA) for the parking lot improvements for the Safran Nacelle's Services America facility that will be under construction. In respect of Continental Motors, Inc., it is more along the lines of job retention incentive. The agreement is among the City of Mobile, Mobile County, and Continental Motors, Inc. The City of Mobile and Mobile County each have been requested as part of the agreement to contribute two hundred seventeen thousand five hundred dollars (\$217,500.00). The capital investment of Continental Motors, Inc. is expected to be in the neighborhood of seventy-two million four hundred thousand dollars (\$72,400,000.00). The average hourly rate



December 11, 2017

salary is to be a minimum of \$22.95 per hour. They will have at least three hundred (300) full time employees. The payments by Mobile County and the City of Mobile are two hundred seventeen thousand five hundred dollars (\$217,500.00) each, one-half of that will be due on or before June 30, 2018, and one hundred eight thousand seven hundred fifty dollars (\$108,750.00) will be due on or before June 30, 2019. Those funds will come out of our economic development funds. We have confirmed the balance due with our Finance Director which she said, has just over one million five hundred thousand dollars (\$1,500,000.00), so there are funds to pay for this.

**Commissioner Connie Hudson:** Okay.

**Commissioner Jerry L. Carl:** The Continental Motors Project, is that going to be a whole new plant?

**County Attorney Ross:** A new building.

**Commissioner Carl:** It is supposed to be a state-of-the-art manufacturing facility. Are they moving their Texas facility to Mobile?

**County Attorney Ross:** They are merging it.

**Commissioner Carl:** Will everything that comes here be a hub in Mobile?

**County Attorney Ross:** Correct.

**Commissioner Hudson:** Is that where the three hundred (300) jobs or additional jobs come from?

**County Attorney Ross:** No, there will be a total of three hundred (300) jobs.

**Commissioner Hudson:** A total?

**County Attorney Ross:** It is not, unfortunately, a new job creation, but job retention. As they improve their technology, they will not require as many people to do what they have been doing in the past.

**Commissioner Carl:** We competed with Texas because they wanted to relocate everything in Texas.

**County Attorney Ross:** We competed with Florida too. The company has been in Mobile for a very long time.

**Commissioner Hudson:** Is it a seventy-two million dollars (\$72,000,000.00) capital investment on their part?

December 11, 2017

**County Attorney Ross:** Seventy-two million four hundred thousand dollars (\$72,400,000.00) is the capital investment target which is in the project development agreement.

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

**BE IT RESOLVED BY THE MOBILE COUNTY COMMISSION** the "County") as follows:

Section 1. The County has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) Pursuant to Amendment No. 772 to the Constitution of Alabama of 1901 as amended ("Amendment No. 772"), the County has caused the Notice attached hereto as \*Exhibit"A" (the "Notice") to be published on December 3, 2017 in *The Mobile Press-Register* with respect to certain actions proposed to be taken, and certain agreements proposed to be made and delivered, by the County, to provide for incentives for the development of the Project and the economic development in the County thereby.

(b) The expenditure of public funds for the purposes specified in the Notice and the Project Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(c) It is necessary, desirable, and in the best interests of the taxpayers and citizens of the County for the County to deliver and perform the agreements and undertakings of the County set forth in the Project Agreement to which the County is a party.

Section 2. The County does hereby approve, ratify and confirm (i) the form and content of, and the statements of set forth in, the Notice and (ii) the publication of the Notice as set forth in Section 1 of this resolution.

Section 3. The County does hereby approve, adopt, authorize, direct, ratify and confirm the representations, warranties, agreement and covenants of the County set forth in, and the actions to be undertaken by the County pursuant to, the Project Agreement.

Section 4. The Project Agreement is approved in substantially the form and of substantially the content as presented to and considered by the County, with such changes or additions thereto or deletions therefrom as the

December 11, 2017

President of the Commission executing the Project Agreement to which the County is a party signatory thereto shall approve, which approval shall be conclusively evidenced by execution of the Project Agreement by the President of the Commission as hereinafter provided.

Section 5. The Project Agreement presented to, considered and adopted by the Mobile County Commission shall be filed in the permanent records of the County.

Section 6. The President of the Mobile County Commission is hereby authorized and directed to execute, acknowledge, and deliver the Project Agreement for and on behalf of and in the name of the County. The County Administrator is hereby authorized and directed to attest the same.

Section 7. The Mobile County Commission is hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the County such other acts, and execute, deliver, file, and record such other instruments, documents, certificates, notifications and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this Resolution and the Project Agreement.

Section 8. Any prior actions taken or agreements made or documents executed by Mobile County Commission in connection with the Project Agreement and the transactions therein authorized and approved are hereby ratified and confirmed.

**\*Exhibit "A" on file in Administrator's Office**

Motion carried unanimously.

---

AGENDA #11

ADOPT RESOLUTION AUTHORIZING EXECUTION OF  
PROJECT DEVELOPMENT AGREEMENT/MOBILE COUNTY,  
CITY OF MOBILE, AND CONTINENTAL MOTORS, INC.

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

**BE IT RESOLVED BY THE MOBILE COUNTY COMMISSION** the "County") as follows:

Section 1. The County has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

December 11, 2017

(a) Pursuant to Amendment No. 772 to the Constitution of Alabama of 1901 as amended ("Amendment No. 772"), the County has caused the Notice attached hereto as \*Exhibit "A" (the "Notice") to be published on December 3, 2017 in *The Mobile Press-Register* with respect to certain actions proposed to be taken, and certain agreements proposed to be made and delivered, by the County, to provide for incentives for the development of the Project and the economic development in the County thereby.

(b) The expenditure of public funds for the purposes specified in the Notice and the Project Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(c) It is necessary, desirable, and in the best interests of the taxpayers and citizens of the County for the County to deliver and perform the agreements and undertakings of the County set forth in the Project Development Agreement to which the County is a party.

Section 2. The County does hereby approve, ratify and confirm (i) the form and content of, and the statements of set forth in, the Notice and (ii) the publication of the Notice as set forth in Section 1 of this resolution.

Section 3. The County does hereby approve, adopt, authorize, direct, ratify and confirm the representations, warranties, agreement and covenants of the County set forth in, and the actions to be undertaken by the County pursuant to, the Project Development Agreement.

Section 4. The Project Development Agreement is approved in substantially the form and of substantially the content as presented to and considered by the County, with such changes or additions thereto or deletions therefrom as the President of the Commission executing the Project Development Agreement to which the County is a party signatory thereto shall approve, which approval shall be conclusively evidenced by execution of the Project Development Agreement by the President of the Commission as hereinafter provided.

Section 5. The Project Development Agreement presented to, considered and adopted by the Mobile County Commission shall be filed in the permanent records of the County.

Section 6. The President of the Mobile County Commission is hereby authorized and directed to execute, acknowledge, and deliver the Project Development Agreement for and on behalf of and in the name of the County. The County Administrator is hereby authorized and directed to attest the same.

December 11, 2017

Section 7. The Mobile County Commission is hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the County such other acts, and execute, deliver, file, and record such other instruments, documents, certificates, notifications and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this Resolution and the Project Development Agreement.

Section 8. Any prior actions taken or agreements made or documents executed by Mobile County Commission in connection with the Project Development Agreement and the transactions therein authorized and approved are hereby ratified and confirmed.

**\*Exhibit "A" on file in Administrator's Office**

Motion carried unanimously.

---

AGENDA #12

APPROVE AGREEMENT/THOMPSON ENGINEERING/  
QCI TRAINING/INSPECTION SERVICES STAFF/  
COMPLIANCE WITH PROPOSED MS-4 PERMIT

**Commission President Merceria Ludgood:** Is this already budgeted?

**County Administrator John Pafenbach:** Yes, ma'am.

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve an agreement with Thompson Engineering in the amount of \$6,600.00, for QCI Training for Inspection Services staff for compliance with the proposed MS-4 permit, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

---

December 11, 2017

AGENDA #13

ADOPT AMENDMENT TO INSPECTION SERVICES FEE  
SCHEDULE/CREATE "NO-COST" LAND DISTURBANCE  
PERMIT/COMPLIANCE WITH PROPOSED MS-4 PERMIT

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board adopt an amendment to the Inspection Services Fee Schedule to create a "no-cost" land disturbance permit for compliance with the proposed MS-4 permit.

Motion carried unanimously.

---

AGENDA #14

APPROVE MS-4 STORM WATER MANAGEMENT  
PLAN/SUBMITTAL TO ALABAMA DEPARTMENT  
OF ENVIRONMENTAL MANAGEMENT (ADEM)

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve MS-4 Storm Water Management Plan for submittal to the Alabama Department of Environmental Management (ADEM).

Motion carried unanimously.

---

AGENDA #15

ADOPT RESOLUTION APPROVING REQUEST/SHERIFF'S  
DEPARTMENT/DISPOSE OF LAPTOP COMPUTERS FROM FIXED  
ASSETS INVENTORY LIST, DECLARE AS SURPLUS PROPERTY AND  
AUTHORIZE THEIR DONATION TO CITRONELLE POLICE DEPARTMENT

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

**WHEREAS**, the Mobile County Commission has control of all property belonging to the county and is authorized by state law to dispose of the same by order entered upon its minutes; and

**WHEREAS**, the County presently owns three (3) Dell Latitude E6510 computers (serial numbers 2WNQ0P1, 6LJDYN1, and 3VJDYN1), assigned to the Sheriff's Department, which are obsolete and no longer needed; and

December 11, 2017

**WHEREAS**, the Citronelle Police Department would benefit from the donation of the computers to the Department, and such donation would also benefit the citizens of Citronelle;

**NOW, THEREFORE**, the Mobile County Commission declares the computers itemized and identified above to be SURPLUS PROPERTY, to be removed from the fixed asset list and, further, finding that a public purpose will be served thereby, approves their donation to the Citronelle Police Department.

It is further DIRECTED that a copy of this resolution be entered upon the minutes of the regular meeting of the Mobile County Commission convened on this 11<sup>th</sup> day of December, 2017.

Motion carried unanimously.

---

AGENDA #16

ACCEPT SUBGRANT AWARD BUDGET REVISION/  
ALABAMA DEPARTMENT OF ECONOMIC AND  
COMMUNITY AFFAIRS/REGIONAL HIGHWAY TRAFFIC  
OFFICE/SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board accept a subgrant award budget revision to include an additional \$200,000.00 from the Alabama Department of Economic and Community Affairs (ADECA) on behalf of the Regional Highway Traffic Office, for the Selective Traffic Enforcement Program for the period October 1, 2017 through September 30, 2018 with no local match.

Motion carried unanimously.

---

AGENDA #17

APPROVE CORRECTION TO AGENDA ITEM #9/  
NOVEMBER 27, 2017 COMMISSION MEETING/CORRECT  
NAME OF SUB-RECIPIENT FROM INDEPENDENT LIVING  
CENTER OF MOBILE TO SOUTHWEST CHAPTER OF  
ALABAMA COALITION OF CITIZENS WITH DISABILITIES,  
INC., D/B/A INDEPENDENT LIVING CENTER OF MOBILE

**Commissioner Connie Hudson:** Was there a name change for that organization?

December 11, 2017

**Grants Department Director Nayyer Mahdi:** No, when Independent Living Center of Mobile bought the property to renovate for the new offices, they used that name.

**Commissioner Connie Hudson:** Okay.

**Commission President Merceria Ludgood:** What is the difference? Are you saying they bought the land in one name?

**Grants Director Mahdi:** They bought the building in a separate name. Apparently it has something to do with taxes. They bought it under the name of Independent Living Center Building Co., Inc. which is Agenda Item #18, but the actual name of the sub-recipient is, Southwest Chapter of Alabama Coalition of Citizens with Disabilities, Inc. doing business as Independent Living Center of Mobile.

**Commissioner Hudson:** Is it one in the same, just two (2) separate non-profits?

**Grants Director Mahdi:** Yes.

**Commissioner Hudson:** For tax purposes or for whatever reason, they formed a non-profit.

**Grants Director Mahdi:** That is right. Therefore, what we are doing is getting them to assign the money that we gave to Independent Living Center of Mobile to their building company so they can use the money.

**Commission President Ludgood:** There are three (3) different names between these two (2) items. Are they three (3) different non-profits?

**Grants Director Mahdi:** There are two (2). The first is Southwest Chapter of Alabama Coalition of Citizens with Disabilities, Inc. doing business as Independent Living Center of Mobile. When we did the sub-recipient agreement, we put it as, Independent Living Center of Mobile. We are correcting that to give it the proper legal name. The second is Independent Living Center Building Co., Inc., the organization that holds the title to the building that is being renovated. Again, this is due to tax purposes, but since our agreement is with Southwest Chapter of Alabama Coalition of Citizens with Disabilities, Inc., we have to give the money to them and then get them to assign the money over to the Independent Living Center Building Co., Inc. The end result is, they are going to have a facility for disabled folks, the beneficiaries are going to be the same, and the services are going to be the same, hopefully, more services.

**Commissioner Jerry L. Carl:** Has the Legal staff looked at this?



December 11, 2017

**Grants Director Mahdi:** Yes.

**Chief Staff Attorney Martha Durant:** Commissioner, Independent Living Center Building Co., Inc. will undertake all of the obligations and all of the responsibilities of Independent Living Center of Mobile under the assignment of the sub-recipient. We never knew about Southwest Chapter of Alabama Coalition of Citizens with Disabilities, Inc. and we have been doing business with them for years. The new corporation was formed, the money will be assigned to them, and they will undertake all obligations and all responsibilities.

**Commissioner Carl:** Do you feel comfortable with it?

**Chief Staff Attorney Durant:** Yes.

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve correction to Agenda Item #9 from the November 27, 2017 Commission Meeting to correct the name of the sub-recipient from "Independent Living Center of Mobile" to "Southwest Chapter of Alabama Coalition of Citizens with Disabilities, Inc., d/b/a Independent Living Center of Mobile.

Motion carried unanimously.

---

AGENDA #18

APPROVE ASSIGNMENT OF SUB-RECIPIENT AGREEMENT/SOUTHWEST CHAPTER OF ALABAMA COALITION OF CITIZENS WITH DISABILITIES, INC., D/B/A INDEPENDENT LIVING CENTER OF MOBILE TO INDEPENDENT LIVING CENTER BUILDING CO., INC./RENOVATION OF BUILDING AT 6750 HOWELLS FERRY ROAD

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve an assignment of a sub-recipient agreement with Southwest Chapter of Alabama Coalition of Citizens with Disabilities, Inc., d/b/a Independent Living Center of Mobile to Independent Living Center Building Co., Inc., the non-profit land owner which will be party to the construction contract(s) for the renovation of the building at 6750 Howells Ferry Road, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

---

December 11, 2017

AGENDA #19

AUTHORIZE AMENDMENT TO MEMORANDUM OF  
UNDERSTANDING/CITY OF MOBILE AND MOBILE  
COUNTY/JOINT COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG) FUNDING/PUBLIC FACILITY AND  
ACCESSIBILITY IMPROVEMENTS AND RENOVATION/  
BUILDING AT 6750 HOWELLS FERRY ROAD

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board authorize an amendment to the Memorandum of Understanding between the City of Mobile and Mobile County, dated April 28, 2015 related to the joint Community Development Block Grant (CDBG) funding for public facility and accessibility improvements and renovation of the building at 6750 Howells Ferry Road to reflect revised funding and other revisions, as required for project implementation, and authorize the President of the Commission to execute the amendment to the Memorandum of Understanding on behalf of Mobile County.

Motion carried unanimously.

---

AGENDA #20

ADOPT RESOLUTION AND ORDER APPROVING ISSUANCE  
OF REVENUE BOND/MOBILE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY/ST. PAUL'S EPISCOPAL SCHOOL

**Barry Staples, Bond Attorney, Maynard, Cooper & Gale, Birmingham, Alabama:** Good morning, Commissioners. For your consideration is an administrative approval of financing for St. Paul's Episcopal School, for some campus improvements including a new student commons and dining facility. St. Paul's Episcopal School is a 501(c)(3) and can borrow like cities and counties on a tax free basis. They will have to go through a governmental conduit, and they will do so through the Mobile County Industrial Development Authority. The key benefit is that there is no financial liability or any other liability to either the County or the Mobile County Industrial Development Authority. The administrative approval is for federal tax purposes only. It is an essential function for a bank loan between the school and their lender; they can avail themselves of a lower interest rate by running it through the Mobile County Industrial Development Authority. Additionally, the federal tax law requires an administrative approval of the County Commission. The Chief Financial Officer and members of the Board Trustees of the school are here and will be glad to answer any questions the Commissioners may have. Thank you for your consideration.

December 11, 2017

**Commission President Merceria Ludgood:** It might be good to weigh in with Congress to let them know that the private activity bonds are a good thing since they seem to be on the chopping block in the tax reform plan.

**Mr. Staples:** Yes, ma'am, you are exactly right, Commissioner. We have been very active with the Association of County Commissioners of Alabama and our lobbyists to let Congress know we want those to stay in the tax bill, but I guess, we will all have to wait and see.

**Commissioner Hudson:** Thank you.

**Mr. Staples:** Thank you.

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

**WHEREAS**, pursuant to the authority and provisions of Chapter 92A of Title 11 of the Code of Alabama 1975, the Mobile County Industrial Development Authority (the "Issuer") proposes to issue its \$7,500,000 maximum principal amount Revenue Bond (St. Paul's Episcopal School Project) (the "Bond") and loan the proceeds thereof to St. Paul's Episcopal School, an Alabama nonprofit corporation (the "School"), to finance certain capital improvements to the campus of the School, including without limitation, a new student commons building to include a student dining hall, admissions and college counseling offices and other administrative and class room facilities (the "Project");

**WHEREAS**, the School shall operate the Project as part of its coeducational, college-preparatory school for grades K through 12, inclusive, located at 161 Dogwood Lane in the City of Mobile, Mobile County, Alabama; and

**WHEREAS**, the Bond shall not constitute an indebtedness or obligation of the State of Alabama or of any county, municipal corporation or political subdivision thereof, but the Bond shall be payable solely from the revenues derived from the School and pledged to the payment thereof, and no owner of any Bond shall ever have the right to compel any exercise of the taxing power of said State or of any county, municipal corporation or political subdivision thereof, nor to enforce the payment thereof against any property of said State or of any such county, municipal corporation or political subdivision; and

**WHEREAS**, a public hearing concerning the proposed issuance of the Bond was held in the Mann Building, Second Floor, Conference Room A, of the School at 161 Dogwood Lane in the City of Mobile, Alabama at 8:30 a.m. on December 11, 2017; notice of such hearing was given by publication in the *Mobile Press Register* on November 24, 2017, and such

December 11, 2017

hearing provided an opportunity for persons with different views on the proposed issuance of the Bond and the location and nature of the Project to express their views, both orally and in writing; and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the governmental unit having jurisdiction over the issuer of revenue bonds and over the area in which any facility financed with the proceeds of such revenue bonds is located shall approve the issuance of such revenue bonds; and

**WHEREAS**, the Issuer issues its revenue bonds on behalf of Mobile County, Alabama, the Project is to be located in Mobile County, Alabama and the President of the County Commission of Mobile County, Alabama constitutes the chief elected executive officer of Mobile County, Alabama; and

**WHEREAS**, the Issuer has requested that the President of the County Commission of Mobile County, Alabama approve the issuance of the Bond and the financing of the Project; and

**WHEREAS**, a certificate regarding the conduct of the public hearing has been filed with the County Commission of Mobile County, Alabama contemporaneous with the Issuer's request for this approval;

**NOW, THEREFORE, BE IT APPROVED BY THE PRESIDENT OF THE COUNTY COMMISSION OF MOBILE COUNTY, ALABAMA, as follows:**

Section 1. The issuance of the Bond by the Issuer for the benefit of the School in a principal amount of approximately \$7,500,000 to assist in the financing and refinancing of the Project is hereby approved to the extent required by said Section 147(f) of the Code, as follows:

(a) the Project consists of land, buildings, facilities, related equipment, and related real and personal property on the campus of the School for use as part of its coeducational, college-preparatory school for grades K through 12, inclusive;

(b) the initial owner and operator or manager of the Project is the School; and

(c) the location of the Project is Mobile County, Alabama.

Section 2. Such approval by the President of the County Commission of Mobile County, Alabama does not constitute an endorsement to a prospective purchaser of the Bond or the creditworthiness of the School or the Project, and the Bond shall not constitute an indebtedness or obligation of the State of Alabama or of any county, municipal corporation or political subdivision thereof, but

December 11, 2017

the Bond shall be payable solely from the revenues derived from the School and pledged to the payment thereof, and no owner of any Bond shall ever have the right to compel any exercise of the taking power of said State or of any county, municipal corporation or political subdivision thereof, nor to enforce the payment thereof against any property of said State or of any such county, municipal corporation or political subdivision.

This 11<sup>th</sup> day of December, 2017.

COUNTY COMMISSION OF MOBILE COUNTY,  
ALABAMA

By\s\Merceria Lugood  
Its: President

Motion carried unanimously.

---

AGENDA #21

APPROVE RIGHT-OF-WAY AGREEMENT/LYONS  
MOTORSPORTS, LLC, D/B/A THE MOBILE  
INTERNATIONAL SPEEDWAY/MOBILE DRAGWAY/  
INTERMITTENT TEMPORARY CLOSURE/GIBSON ROAD

**Commissioner Jerry L. Carl:** So move.

**Commission President Merceria Ludgood:** They are not going to be closing the road for twelve (12) months, right?

**County Attorney Jay Ross:** No. Commissioner. The agreement as drafted will close the road only on some Fridays and Saturdays, from 6:00 P.M. until 11:00 P.M. on Fridays, and 2:00 P.M. until 11:00 P.M. on Saturdays. In other times if they have a special event where the drag race takes a longer race track.

**Commission President Ludgood:** Mr. Ross that is what I figured it meant, but the way it is worded.

**County Attorney Ross:** I apologize.

**Commission President Ludgood:** Let's just fix that.

**County Attorney Ross:** We will, and there is a provision in the contract I need to tweak which will have an insurance requirement that did not find its way into the document y'all have.

December 11, 2017

**Commissioner Carl:** They will also have off-duty Sheriff Deputies there, and it is a runway facility so if they do get a car out-of-control that is where it will run off into a field across the road.

**Commission President Ludgood:** Okay.

**Commissioner Hudson:** I will second the motion with the amended wording.

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board approve a right-of-way agreement with Lyons Motorsports, LLC, d/b/a The Mobile International Speedway/Mobile Dragway for the intermittent temporary closure of Gibson Road on certain weekends from Friday at 6:00 P.M. until 11:00 P.M., on Saturdays from 2:00 P.M. until 11:00 P.M., and such other times when special events occur which will create the need for utilization of a longer race track, for a period not to exceed twelve (12) months, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

---

AGENDA #22

APPROVE INVESTMENT PURCHASES/  
COUNTY FUNDS/TREASURER

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve investment purchases of County funds by the Treasurer for the month of November 2017.

Motion carried unanimously.

---

AGENDA #23

AWARD BID/  
APPROVE PURCHASE

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board take the following action on bids:

award Bid #57-17, annual latex gloves bid for the County Commission, to Supreme Medical Fulfillment Systems, and Medical Supplies Depot.

December 11, 2017

approve purchase of one (1) new crew cab 4x4 one-half ton pick-up truck from the current State of Alabama Contract #T191 for the Building Maintenance Department.

Motion carried unanimously.

---

AGENDA #24

APPROVE LEASE AGREEMENT/BERNEY  
OFFICE SOLUTIONS/ZEROX COPIER/  
COUNTY'S LEGISLATIVE DELEGATION OFFICE

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve a lease agreement with Berney Office Solutions for a Zerox C7025S copier in the amount of \$165.68 per month, for thirty-six (36) months, from the current TCPN Contract R150302, for the County's Legislative Delegation Office.

Motion carried unanimously.

---

AGENDA #25

AUTHORIZE PUBLIC WORKS DEPARTMENT  
TO CLEAN OUT DITCH/SATSUMA HIGH  
SCHOOL PROPERTY/EFP-111-18

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board authorize the Public Works Department to clean out a ditch on the Satsuma High School property. The estimated cost is \$15,255.13; Satsuma High School will pay \$7,500.00 and EFP-111-18 will pay \$7,755.13.

Motion carried unanimously.

---

December 11, 2017

AGENDA #26

AUTHORIZE ADVERTISEMENT FOR BIDS/  
PFP-2015-901/CITY OF PRICHARD  
DRAINAGE IMPROVEMENTS

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board authorize advertisement for bids for PFP-2015-901, the City of Prichard Drainage Improvements.

Motion carried unanimously.

---

AGENDA #27

AUTHORIZE ACQUISITION OF PROPERTY  
AND ACCEPTANCE OF RIGHT-OF-WAY  
DEEDS AND EASEMENT

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

Glass Road, Project MCR-2014-006, Tract 4  
(Parcels 1, 2, and 3)

Phonekeo Viravong, Dan Viravong  
& Peter Viravong deed

Phonekeo Viravong, Dan Viravong  
& Peter Viravong temporary easement

Hubert Morris Road, Project MCR-2014-206  
Tract 1

Carol Jean Miller deed

Joe Carl Road South, Project MCR 2014-306  
Tract 1

Hasheen Shabazz Ahmaad deed

Motion carried unanimously.

---



December 11, 2017

AGENDA #28

WAIVE SECTION 4.2 AND 4.4/MOBILE COUNTY  
SUBDIVISION REGULATIONS/APPROVE PRELIMINARY  
AND FINAL PLAT/ALYSON WOODS SUBDIVISION

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board waive Section 4.2 and 4.4 of the Mobile County Subdivision Regulations, and approve preliminary and final plat of Resubdivision of Lots 18, 19, and 20, Alyson Woods Subdivision. (2 lots, Sonneborne Drive, District 3)

Motion carried unanimously.

---

AGENDA #29

APPROVE PRELIMINARY AND  
FINAL PLAT/ST. JOHN PLACE

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board approve preliminary and final plat of St. John Place. (1 lot, Alabama Highway 188, District 3)

Motion carried unanimously.

---

AGENDA #30

AWARD BID/PROJECT MCR-2000-009(A) /  
WILMER GEORGETOWN ROAD/CURVE REALIGNMENT/  
JOHN G. WALTON CONSTRUCTION COMPANY, INC.

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board award the bid for Project MCR-2000-009(A), Wilmer Georgetown Road - curve realignment, to John G. Walton Construction Company, Inc. for their bid in the amount of \$259,977.77.

Motion carried unanimously.

---

December 11, 2017

AGENDA #31

APPROVE SUPPLEMENTAL AGREEMENT NO. 1/  
JOHN G. WALTON CONSTRUCTION COMPANY, INC./  
PROJECT MCR-2012-109/CASSIDY DRIVE, BROWN  
DRIVE, ROGERS DRIVE AND AUTREY DRIVE/  
MODIFY STORM DRAIN LAYOUT

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board approve Supplemental Agreement No. 1 with John G. Walton Construction Company, Inc., Project MCR-2012-109, Cassidy Drive, Brown Drive, Rogers Drive and Autrey Drive, decreasing the contract in the amount of \$7,959.78, to modify storm drain layout. The contract amount will be \$1,628,117.29, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

---

AGENDA #32

APPROVE SUPPLEMENTAL AGREEMENT NO. 1/  
H. O. WEAVER & SONS, INC./CIP-2013-023/  
PADGETT SWITCH ROAD AT TWO MILE ROAD/  
ADD SPECIAL UNDERDRAIN OUTLET

Commissioner Carl moved, seconded by Commissioner Hudson, that the Board approve Supplemental Agreement No. 1 with H. O. Weaver & Sons, Inc., CIP-2013-023, Padgett Switch Road at Two Mile Road, increasing the contract in the amount of \$637.08, to add special underdrain outlet, and authorize the President of the Commission to execute the agreement on behalf of Mobile County.

Motion carried unanimously.

---

AGENDA #33

COMMISSION ANNOUNCEMENTS  
AND/OR COMMENTS

**Commissioner Connie Hudson:** A big congratulations to St. Paul's Episcopal School's football team as well as UMS-Wright Preparatory School's football team for winning in their division of the State Championship. I think that is huge to have both of those teams as State Champions. I think it is a real testament to the caliber of football we have throughout Mobile County. We are real proud of them,

December 11, 2017

and I know we will have them here at some point. Dana Foster-Allen's son is one of the football stars at St. Paul's Episcopal School. I know she was a proud mama this weekend, but we are going to have members of those teams here in one of our future meetings very soon and congratulate them first hand.

---

RECESS

Commissioner Hudson moved, seconded by Commissioner Carl, that the Board approve a request for motion to recess its regular meeting until Wednesday, December 13, 2017, at 11:00 A. M.

Motion carried unanimously.

---

The Mobile County Commission reconvened in regular session in the Government Plaza Auditorium, in the City of Mobile, Alabama on Wednesday, December 13, 2017, at 11:00 A. M.

---

AGENDA #34

ADOPT RESOLUTION AND ORDER AUTHORIZING ISSUANCE OF, NOT TO EXCEED \$37,500,000.00 PRINCIPAL AMOUNT OF GENERAL OBLIGATION WARRANTS, SERIES 2017 AND PROVIDING REDEMPTION AND PREPAYMENT OF A PORTION OF COUNTY'S GENERAL OBLIGATION IMPROVEMENT WARRANTS, SERIES 2012C

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

**RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE  
OF \$37,465,000 PRINCIPAL AMOUNT OF  
GENERAL OBLIGATION WARRANTS, SERIES 2017  
AND PROVIDING FOR THE REDEMPTION AND PREPAYMENT OF A PORTION  
OF THE COUNTY'S GENERAL OBLIGATION IMPROVEMENT WARRANTS,  
SERIES 2012C**

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

December 11, 2017

## 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 Mobile, Alabama, in its role as Warrant Registrar and Paying Agent and Depository for certain funds and accounts established hereunder.

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

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

"**Capital Improvements**" means the improvements described in Section 1.3(a) hereof (as such description may be amended by the Commission pursuant to Section 9.4 hereof), the costs of which are to be paid, in whole or in part, out of the proceeds of the sale of the Warrants.

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

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

"**County**" means the political subdivision of the State of Alabama known as Mobile County as it now exists, and any political 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 December 27, 2017, between the County and the Escrow Trustee, providing for payment of the Refunded Warrants.

"**Escrow Trustee**" means Regions Bank, as escrow trustee for the Series 2012C 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.

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

"**Interest Payment Date**" means any February 1 or August 1, commencing August 1, 2018, prior to payment of the Warrants.

December 11, 2017

“**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.

“**Refunded Warrants**” means those of the Series 2012C Warrants refunded with proceeds of the Warrants, as provided in the Escrow Trust Agreement, being those of the Series 2012C Warrants maturing on August 1 of the years 2023-2026, inclusive, and 2029-2031, inclusive.

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

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

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

“**Warrants**” means the County’s General Obligation Warrants, Series 2017, as more particularly described in Section 2.2 hereof.

“**2012 Resolution**” means the Resolution and Order of the Commission adopted on July 23, 2012, as supplemented by a Resolution and Order adopted on September 26, 2012, providing for the issuance of the Series 2012C Warrants.

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:

The County has determined that it is necessary and in the interest of the public that it provide funding for the costs of various certain improvements in the County’s capital improvement plan, including renovations and improvements to the County’s Metro Jail and improvements to parks and other facilities for use by the County (the “Capital Improvements”).

The County does not have and does not expect to have in the near future, funds sufficient to enable it to pay all the costs of the Capital Improvements. Since such Capital Improvements is urgently needed in the County, the Commission has determined to issue the Warrants herein authorized for the purpose of providing funds necessary to pay costs of such Capital Improvements.

The County has determined that the total costs of the Capital Improvements, together with the costs of issuance of the Warrants, will be in excess of the expected proceeds from the sale of the Warrants authorized herein.

December 11, 2017

The County has heretofore issued the Series 2012C Warrants pursuant to the 2012 Resolution. The County is not in default in the payment of principal of or interest on the Series 2012C Warrants or under the 2012 Resolution.

The County has determined that it is necessary and in the interest of the public that the County refund a portion of those of the Series 2012C Warrants which are currently outstanding under the terms of the 2012 Resolution. The County has further determined that it is necessary and in the interest of the public that it call the Refunded Warrants for redemption in accordance with the 2012 Resolution.

Pursuant to the Authorizing Law, the County is authorized to issue its Warrants in order to finance the cost of the Capital Improvements and refund the Refunded Warrants and to pledge for the security thereof the general faith and credit of the County.

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, 2017).

## 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 for the Capital Improvements described above, and paying the costs of the issuance of the Warrants, there is hereby authorized to be issued by the County \$37,465,000 in aggregate principal amount of its General Obligation Warrants, Series 2017.

Section 2.2 Description of the Warrants. The Warrants shall be issued only in fully registered form, without coupons, shall be dated the date of their initial issuance and delivery, shall be issued in principal amounts of \$5,000 or any integral multiple thereof, and shall be numbered from R-1 upwards in the order of their issuance and delivery. The Warrants shall 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 August 1, 2018, and shall mature on August 1 in the years and amounts as follows:

<u>Year of</u> <u>Maturity</u>	<u>Amount</u> <u>Maturing</u>	<u>Interest</u> <u>Rate</u>
2018	\$950,000	4.000%
2019	730,000	5.000%
2020	765,000	5.000%
2021	805,000	5.000%
2022	845,000	5.000%
2023	2,220,000	5.000%
2024	2,355,000	5.000%
2025	2,495,000	5.000%
2026	2,640,000	5.000%
2027	1,080,000	5.000%
2028	1,130,000	5.000%

December 11, 2017

2029	3,080,000	5.000%
2030	4,400,000	5.000%
2031	4,615,000	5.000%
2032	1,375,000	5.000%
2033	1,445,000	5.000%
2034	1,515,000	5.000%
2035	1,595,000	5.000%
2036	1,670,000	5.000%
2037	1,755,000	5.000%

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

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

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

(Form of Warrants)

[FORM OF CAPTION FOR SERIES 2017 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 WARRANT,  
SERIES 2017

Maturity Date

CUSIP No.

Interest Rate

December 11, 2017

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 August 1, 2018, 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 August 1, 2018 (each such date herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this Warrant and (to the extent legally enforceable) on any overdue installment of interest on this Warrant at the rate borne hereby.

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

The Warrants are being issued by means of a book-entry system with no physical distribution of Warrant certificates to be made except as provided in the Warrant Resolution (as hereinafter defined). One Warrant certificate, in the aggregate principal amount of each maturity of the Warrants, registered in the name of Cede & Co. as nominee of the DTC, is being issued and required to be deposited with DTC (or an authorized banking institution acceptable to DTC) and immobilized in its custody. The book-entry system will evidence ownership of the Warrants, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal 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 Mobile, Alabama. Upon the terms and conditions provided in the Warrant Resolution, the Holder of any Warrant or Warrants in an aggregate principal amount of not less than \$500,000 may request that payment of interest on such Warrant or Warrants be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Bank. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.



December 11, 2017

This Warrant is one of the duly authorized issue of warrants of the County, aggregating \$37,465,000 in principal amount, entitled "General Obligation Warrants, Series 2017" (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 having stated maturities on or after August 1, 2028 will be subject to redemption prior to maturity at the option of the County, on August 1, 2027 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 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.

December 11, 2017

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 Administrator and Clerk of the County Commission, has caused its corporate seal to be hereunto impressed, and has caused this Warrant to be dated December 27, 2017.

MOBILE COUNTY, ALABAMA

(SEAL)

By \_\_\_\_\_  
President of the County Commission

\_\_\_\_\_  
Member of the County Commission

\_\_\_\_\_  
Member of the County Commission

\_\_\_\_\_  
Administrator and Clerk 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

December 11, 2017

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

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

(Form of Assignment)

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

December 11, 2017

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.

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 Administrator and Clerk of the Commission. 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.

December 11, 2017

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.

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

December 11, 2017

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

(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 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 Optional Redemption of the Warrants. The Warrants having stated maturities on or after August 1, 2028 will be subject to redemption prior to maturity at the option of the County, on August 1, 2027 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; Resolution Authorizing 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 of the

December 11, 2017

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

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

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

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

December 11, 2017

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.



December 11, 2017

(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 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,

December 11, 2017

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 Administrator and Clerk of the Commission are hereby authorized and directed to cause the Warrants to be executed, sealed and attested as provided herein and delivered to the purchaser thereof upon payment to the County of the sale price therefor.

Section 6.2 **Sale of Warrants.** The County does hereby (i) approve the sale of the Warrants to Raymond James & Associates, Inc. and Piper Jaffray & Co. at the purchase price of \$43,957,072.66 (which reflects a net original issue premium/discount of \$6,639,422.95 and an Underwriters' discount of the \$147,350.29), and (ii) ratify and approve the execution by the President of the Commission of the Warrant Purchase Agreement, dated December 13, 2017, 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 \$17,075,491.60 shall be paid to the Escrow Trustee for deposit into the Escrow Trust Fund created in the Escrow Trust Agreement; and
- (b) The remainder of the proceeds of the sale of the Warrants, less the amount of the Underwriters Discount, shall be deposited into the Improvements Fund and applied for the purposes described in Section 7.1.

## ARTICLE VII

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

Section 7.1 **Improvements Fund.** There is hereby created a special account, the full name of which shall be the "Mobile County Improvements Fund, 2017." The Improvements Fund shall be maintained as a separate fund until the moneys in said fund shall have been fully expended as hereinafter provided. Regions Bank, Birmingham, Alabama is hereby designated as the

December 11, 2017

Depository of the Improvements Fund; provided, that the Commission may from time to time appoint one or more additional depositories and thereafter and from time to time direct that any or all of the amounts on deposit in the Improvements Fund be held by such Depositories. Any such Depository shall be a bank or trust company authorized to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation (or any successor agency of the United States of America). The County will apply the moneys in the Improvements Fund solely for payment of costs of issuance of the Warrants and the costs of the Capital Improvements.

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

Section 7.2 Warrant Fund. There is hereby created a special account, the full name of which shall be the "Mobile County Warrant Fund, 2017." 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. The County may, at any time and from time to time, invest any or all moneys in the Improvements Fund in Eligible Investments or in such other investments as shall at the time be permitted under the laws of the State of Alabama for county funds. In the event of any such investment, the securities in which the investment is made shall become a part of the fund in which they are held and, subject to the obligation of the County to make rebate payments as provided in Section 7.5, shall be held by the depository for the moneys so invested to the same extent as if they were moneys on deposit in such fund. The County may at any time and from time to time cause any securities in which any such investment shall be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the fund in which the investment was held. Each depository for the Warrant Fund or Improvements Fund shall be fully protected in making investments, sales, and conversions of any such securities upon written direction given to it by the Commission or its designee.

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

December 11, 2017

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:

- (a) It will not use or apply the proceeds of the Warrants or direct the investment of moneys in any funds or accounts established or maintained with respect to the Warrants in such manner as to constitute any Warrant an "arbitrage bond" within the meaning of Section 148 of the Code;
- (b) It will make timely rebate payments to the United States of America with respect to any "excess" arbitrage profits as required by Section 148(f) of the Code;
- (c) It will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as any Holder shall reasonably request in writing, which records shall be furnished to any Holder upon its request;
- (d) It will, within 60 days after a written request of the Bank therefor, furnish to the Bank and to any Holder a certificate by an independent certified public accountant or opinion of nationally recognized bond counsel stating that as of such date it had made all rebate payments to the United States of America necessary to prevent the Warrants from becoming "arbitrage bonds" under Section 148(f) of the Code;
- (e) Proceeds of the Warrants shall not be used in any private business use, payment of the Warrants shall not be secured by, or derived from, property used in a private business use, and proceeds of the Warrants shall not be used to make or finance loans to persons other than governmental units, in any case that would cause the Warrants to be or become private activity bonds, as defined in Section 141 of the Code;
- (f) It will not cause or permit the Warrants to be federally guaranteed, within the meaning of Section 149(b) of the Code; and
- (g) It will not in any other way cause or permit the proceeds of the Warrants to be used in a manner which would cause the interest on the Warrants to lose the exemption from federal income taxation as provided under the Code and the applicable regulations thereunder and will comply with all applicable provisions of the Code (including, without limitation, the provisions relating to post-issuance actions affecting tax exemption) to the extent necessary for interest on the Warrants to be excludable from gross income of the holders thereof.

## ARTICLE VIII

### REDEMPTION OF SERIES 2012C WARRANTS; AUTHORIZATION OF ESCROW TRUST AGREEMENT

Section 8.1 Outstanding 2012C Warrants. As of the date of this Bond Resolution there is presently outstanding \$24,580,000 of the Series 2012C Warrants, which bear interest and mature on August 1 in the years as set forth below:

<u>Year of Maturity</u>	<u>Amount Maturing</u>	<u>Interest Rate</u>
2020	\$1,000,000	4.000%
2022	\$1,335,000	4.500%
2023	\$1,420,000	5.000%
2024	\$1,515,000	5.000%
2025	\$1,610,000	5.000%
2026	\$1,710,000	5.000%
2027	\$1,825,000	3.000%
2028	\$1,910,000	3.000%
2029	\$1,990,000	5.000%
2030	\$3,255,000	5.000%

December 11, 2017

2031	\$3,420,000	5.000%
2032	\$3,590,000	3.250%

Section 8.2 Call for Redemption. The Commission hereby calls those of the outstanding Series 2012C Warrants scheduled to mature August 1 in the years 2023-2026, inclusive, and 2029-2031, inclusive (said Series 2012C Warrants, the "Called Series 2012C Warrants") for redemption and payment on August 1, 2022 (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 Called Series 2012C Warrants so redeemed plus accrued interest thereon to the Redemption Date. Regions Bank, in its capacity as paying agent for the Series 2012C Warrants and as escrow trustee under the Escrow Trust Agreement, is hereby authorized and directed to give notice of and effect said redemption of the Called Series 2012C Warrants in the manner provided in the 2012 Resolution, and to take all such other action as shall be necessary or desirable to carry out the foregoing.

Section 8.3. Authorization of Escrow Trust Agreement. The Commission does hereby approve and authorize the form of the Escrow Trust Agreement between the Board and Regions Bank, as escrow trustee, in substantially the form presented to and considered by the Board. Upon issuance and delivery of the Bond, 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 Board in the form presented to the Board 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.

## 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 December 13, 2017, 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 Clerk of the County 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.

December 11, 2017

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

Section 9.4 Amendment of Description of Capital Improvements. The County may amend or change the description of the Capital Improvements contained in this Resolution and Order to modify or supplement the Capital Improvements to be financed by adoption of a resolution setting forth such amendment or change; provided, that the Capital Improvements as so amended or changed must be eligible for financing with proceeds of Warrants issued pursuant to the Authorizing Law, such amendment or change may not cause the amount of the Warrants chargeable against the County's constitutional limitation on indebtedness to increase, and any such amendment with respect to the Capital Improvements financed with the Warrants must not, in the opinion of nationally recognized bond counsel, adversely affect the tax exempt status of the Warrants.

Section 9.5 Contractual Provisions. The provisions of this Resolution shall constitute a contract between the County and the Holders at any time of the Warrants. Upon payment in full of the principal of and interest on the Warrants the obligations of the County hereunder shall cease with respect to such Warrants.

Section 9.6 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 9.7 Severability. The various provisions of this Resolution and Order are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution and order.

Section 9.8 Repeal of Conflicting Provisions. All resolutions, orders or parts thereof in conflict with this Resolution and Order are to the extent of such conflict are hereby repealed.

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

<u>YEAS:</u>	<u>NAYS</u>
Commissioner Merceria Ludgood Commissioner Connie Hudson Commissioner Jerry L. Carl	None

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

---

December 11, 2017

**Phil Dotts, Financial Advisor, PFM Financial Advisors, LLC:**

Originally, if you recall, we were in the market about two (2) weeks ago and decided to pull out because of the market's volatility. The market cooperated, and the rates came back lower than they had been before. We were able to add a refunding component to the Series 2012C Warrants. So now you have finished funding the twenty-three million dollars (\$23,000,000.00) through the Capital Improvement Plan (CIP), and you also picked up roughly nine hundred thousand dollars (\$900,000.00) in Present Value Savings. That is a good transaction and our team worked very well together.

**Commissioner Connie Hudson:** Our timing is good in other words?

**Mr. Dotts:** Sometimes you're lucky and sometimes you're good; this was maybe a combination of both. The market has been very volatile since tax reform started because there are several components that are adverse to state and local governments. This week there is roughly twenty-three billion dollars (\$23,000,000,000.00) of municipal debt in the marketplace. Normally, that figure is about six billion dollars (\$6,000,000,000.00) or seven billion dollars (\$7,000,000,000.00), so you can get a sense of how that created some stress on the folks in the market, particularly, local issuers.

**Commissioner Hudson:** It has been a great team effort with everybody including our underwriters. We appreciate it, thank you.

**Preston Bolt, Bond Counsel, Hand Arendall LLC:** Good morning. I will briefly mention that the resolution as it always does incorporates approval of several things. The rates, maturity, details of the warrants, and it also ratifies the distribution of an official statement which is your document describing the County for the market to see. It approves a trust agreement with Regions Bank to hold the proceeds that will be applied to the Series 2012C Warrants until they are redeemed in 2022, and it approves a continuing disclosure agreement which is one of the obligations that keeps the market apprised of how the County is doing each year as things go along. That is all that is incorporated in the resolution as well as a Call for Redemption.

**Commissioner Hudson:** I understand, we expect closing around December 27, 2017?

**Mr. Bolt:** It will be on December 27, 2017, and we will have things for each of you to sign. We will be getting with your folks to work out a schedule to get it done at your convenience.

December 11, 2017

**Commissioner Hudson:** Excellent.

**Mr. Dotts:** The ratings for Moody went up from AA to Aa1, a good thing.

**Commissioner Jerry L. Carl:** We only have one more step to be AAA?

**Mr. Bolt:** Correct. If we get the State of Alabama to issue AAA, somebody has done a really good job because there are not many of those.

**Commissioner Carl:** We cannot let Madison County beat us.

**Mr. Bolt:** Sure.

---

AGENDA #35

ADJOURN

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

---

Merceria Ludgood, President

ATTEST:

---

John Pafenbach, County Administrator