

PRE-COUNCIL MEETING OF THE CITY OF TARRANT, ALABAMA

HELD ON MONDAY, JUNE 20, 2016

The City Council of the City of Tarrant, Alabama met in a regular Pre-council Meeting, on Monday, June 20, 2016 at 6:00 p.m. at City Hall.

The purpose of said meeting was to review the Monday, June 20, 2016 agenda of the 7:00 p.m. regularly scheduled City Council Meeting.

The following officials were present:

Catherine "Cathy" Anderson	Councilmember
Laura D. Horton	Mayor Pro Tem
Betty S. Middlebrooks	Councilmember
Loxcil B. Tuck	Mayor

The following officials were absent:

John T. "Tommy" Bryant	Councilmember
Debra M. Matthews	Councilmember

The following department heads and/or representatives were present:

Patrick Coleman
Ken Jones
Lynn Juneau
Chris O'Rear
James Phillips
Lieutenant Larry Rice
Lillian A. Keith

The following department heads were absent:

Chief Dennis Reno
Chief Jason Rickels
Joe Schmitt

Also in attendance:

Mrs. Gail Hill, Administrative Assistant City of Tarrant

Mayor Tuck called the meeting to order. General discussion followed.

There being no other business to discuss, the meeting was adjourned. The Pre-council Meeting ended at 7:04 p.m.

READ AND APPROVED THIS THE 11TH DAY OF JULY, 2016.

APPROVED: Loxcil B Tuck
LOXCIL B. TUCK, MAYOR

ATTEST: Lillian A Keith
Lillian A. Keith, City Clerk

MINUTES OF THE REGULAR MEETING
OF THE CITY OF TARRANT, ALABAMA

HELD ON MONDAY, JUNE 20, 2016

The Honorable City Council of the City of Tarrant, Alabama met in regular session, on the 20th day of June, 2016 at 7:07 p.m., in the City Council Chambers at City Hall.

Mayor Loxcil B. Tuck called the meeting to order. Mayor Tuck requested that Attorney Benjamin S. Goldman open the meeting, with prayer. Mayor Tuck asked Chris O'Rear to lead the pledge of allegiance.

Lillian A. Keith, City Clerk, called the roll. Upon roll call, the following officials answered present:

Catherine "Cathy" Anderson	Councilmember
Laura D. Horton	Mayor Pro Tem
Betty S. Middlebrooks	Councilmember
Loxcil B. Tuck	Mayor

The following officials were absent:

John T. "Tommy" Bryant	Councilmember
Debra M. Matthews	Councilmember

Mayor Tuck requested that Attorney Benjamin Goldman give a report, on the recent *Vulcan Materials Crusher Run*, held at the Quarry on June 11th. Attorney Goldman stated that it had been a great day! Attorney Goldman stated that representatives from the City, Tarrant Schools, and vendors had been at the Run, in full force. Attorney Goldman explained that the proceeds from the Vulcan Materials Crusher Run would be a benefit, to the Tarrant Schools. Attorney Goldman stated that for those at the event, it had been a fun environment. Attorney Goldman estimated that over 300 runners, had completed the run. Attorney Goldman welcomed everyone to attend the Tarrant Pinson Valley Chamber of Commerce luncheon. Attorney Goldman stated that the Chamber luncheon would be held on Tuesday, June 21, 2016 at 12:00 noon, at Tarrant City Hall. Attorney Goldman explained that the specifics concerning the event and a slide show would be shown, during the luncheon. Attorney Goldman asked those who had participated, to wear their metals. Attorney Goldman expressed his hope that this event would plant a seed, for next year's *Vulcan Materials Crusher Run*. Attorney Goldman stated that next year would be the 100th birthday for the City of Tarrant and the 200th birthday for the State of Alabama.

Mayor Pro Tem Horton and Finance Chairman Laura Horton stated that a Finance Committee Meeting had been held, on June 10, 2016. Mayor Pro Tem Horton stated that those in attendance were: Mayor Pro Tem Horton, Councilmember Bryant, Councilmember Middlebrooks, Lynn Juneau and Lillian Keith. Mayor Pro Tem Horton stated that the purpose of the meeting had

been to discuss the following: Truck Mounted Knuckleboom Loader and Brush Collection Body for the Public Works Department, the removal and replacement of one (1) 20 ton split heat and one (1) 15 ton split heat pump at the Tarrant Municipal Building, the creation of one (1) temporary full-time Court Clerk position and the creation of one (1) permanent full-time Administrative Assistant position for the Administrative Department.

Councilmember and Utility Committee Chairman Cathy Anderson presented a copy of the Tarrant Electric Department's Accounts Receivable customer debt for the Fiscal Year ending June 30, 2015. Councilmember Anderson stated that the bad debt write off for Fiscal Year 2015 was in the amount of \$78,753.85. Councilmember Anderson stated that the report was available for viewing (attached).

System Date: 6/16/2016 8:31:25 AM City of Tarrant Electric Department
 User Date: 6/16/2016 Write Off Bad Debt

Minimum Amount: -\$9,999,999.99 Maximum Amount: \$9,999,999.99
 Start Date: 1/1/2000 To Date: 6/30/2015
 Range By:

Service Category: All Customers: Former

Debit Batch: W0061616DRW001

Location ID	Customer Number	Customer Name	Marked	Outstanding Amount	Transfer Date
000145	003208	JESSICA CRENSHAW		\$205.19	6/3/2015
200015	001454	SHELIKA D SNIPE		\$523.51	10/16/2014
200029	100028	E W BAILEY		\$355.82	6/3/2015
200100	003521	TAMARACK PROPERTIES INC.		\$49.46	2/5/2015
200150	003162	LAKESHA MONTGOMERY		\$36.22	9/1/2014
200167	100161	RONALD J NELSON		\$221.29	2/27/2015
200225	000727	VIRGINIA L WHITE		\$165.24	8/22/2014
200226	003139	GEORGE L GREEN		\$945.91	9/23/2014
200235	003430	WHITNEY JOHNSON		\$1,664.89	4/22/2015
200247	002473	KIMBERLY WEATHERINGTON		\$290.23	1/20/2015
200256	100247	KENNETH R SMITH		\$252.03	11/6/2014
200263	001283	STEPHANIE R FLUKER		\$487.47	12/19/2014
200304	100285	HELEN'S BEAUTY SHOP		\$209.14	6/4/2015
200398	100369	WALKERS CAFETERIA		\$468.36	6/30/2014
200486	001534	PRISCILLA O BROWN		\$228.80	2/10/2015
200503	002815	DAVID TAYLOR		\$232.97	12/19/2014
200506	000379	WILLIAM SMITH		\$1,098.64	10/24/2014
200573	002976	GREGORY FORREST		\$18.84	3/17/2015
200584	102111	DOROTHY WILLIAMS		\$357.65	4/22/2015
200619	003358	ANTHONY TATE		\$373.96	11/6/2014
200637	100570	KEITH MONTGOMERY		\$614.44	9/9/2014
200655	003345	LEMAR BIZZELL		\$458.83	11/5/2014
200682	003151	MARCELOUS L SIMMONS		\$149.25	11/5/2014
200686	003199	STHLER NELSON		\$86.74	4/1/2015
200698	100624	ANGELA RHODES		\$764.95	3/24/2015
200702	002808	RENEA OBISEO		\$174.98	7/1/2014
200711	000227	KATRINA BEARD		\$265.35	11/17/2014
200714	003439	TAMEKA BURGESS		\$782.09	4/22/2015
200716	002350	KICHI T JORDON		\$422.41	2/27/2015
200726	003262	JENNIFER TREJO		\$541.07	2/12/2015
200747	003247	KENSIA BICKERSTAFF		\$400.71	4/21/2015
200753	002690	TRACY L ROBERTSON		\$78.16	11/19/2014
200766	100682	W A WOODALL		\$299.75	4/22/2015
200794	000705	CHRISTOPHER A TOWNLEY		\$128.58	8/5/2014
200799	003082	HAZE HARE JR		\$392.13	10/16/2014
200823	003267	RODREON I BYRON		\$209.57	1/5/2015
200823	003641	BRIAN J BENIOT		\$49.14	6/4/2015
200830	000417	STEPHANIE WALLACE		\$67.43	12/17/2014
200834	003416	MARY A MOORE		\$123.97	4/27/2015
200839	002907	WARREN LILLY		\$466.90	10/16/2014
200872	003433	SHEILIA GREEN		\$423.41	4/24/2015
200878	100984	TENISE GARNER		\$186.69	2/27/2015
200885	003292	GINNIE PICKETT		\$73.94	6/11/2015
200898	100804	RAVEN EVANS		\$561.81	9/9/2014
200918	003212	STEVE SIMS		\$272.61	6/9/2015
200947	100848	RODERIC FRIESON		\$23.94	4/17/2015
200974	002075	SARITA ROWELL		\$285.74	8/6/2014
200993	002242	HENRY BROWN		\$283.07	6/5/2015
200995	001673	SHELIKA JONES		\$372.69	2/7/2013
201011	003124	JOSHUA & CASIE CHURCHWELL		\$196.62	8/5/2014
201011	003548	QUANG V LE		\$311.49	5/15/2015
201021	002984	AURELIA JOHNSON		\$1.15	11/3/2014
201022	003425	ANNETTE SHERROD		\$91.24	3/23/2015
201028	003559	DWAYNE HICKS		\$325.34	4/22/2015
201032	003493			\$225.05	3/17/2015

201047	003206	LENERRIA R BELL	\$210.95	6/8/2015
201054	002736	HAKEM GAMELE	\$310.53	10/16/2014
201054	003542	CHARLOTTE DUNNWAY	\$152.91	2/27/2015
201062	003592	LAZARD J NORA	\$266.81	3/19/2015
201063	003339	ANTWAN SCOTT	\$1,844.75	4/22/2015
201071	100962	CORDEEN WADE	\$0.02	5/27/2015
201076	003122	DEBORAH R TUCKER	\$235.45	2/3/2015
201079	100970	SALLY J BARTON	\$47.53	7/18/2014
201101	003224	TANISHA EATON	\$1,125.59	3/11/2015
201112	002533	KELLY L BURT	\$45.20	9/4/2014
201113	003320	MELVIN NEWBY	\$354.23	5/6/2015
201114	003534	TEMPIE PETTIS	\$180.05	3/9/2015
201115	002805	NA TRAVIAN WATSON	\$667.16	2/24/2015
201167	101028	ESTATE OF JOHNNY T LONG	\$160.01	6/4/2015
201210	101895	SHARON GEORGE	\$432.46	3/14/2014
201213	101395	TARRANT HOUSING AUTH	\$88.07	1/8/2015
201242	001722	ESSIE M WILLIAMS	\$16.28	6/4/2015
201246	101395	TARRANT HOUSING AUTH	\$72.15	9/2/2014
201252	101395	TARRANT HOUSING AUTH	\$58.82	6/26/2015
201277	001134	MICHELLE BROWN	\$229.49	5/29/2015
201302	003354	KEVIN JACKSON	\$395.94	4/22/2015
201307	003402	ALISHA WILLIAMS	\$136.98	3/16/2015
201309	003097	JESSICA QUIRN WILIRA GENERETTE	\$673.32	12/19/2014
201328	001791	ARTURO GARCIA & ALBA Y ARIAS	\$3.23	2/27/2015
201330	003006	YOLANDA G PATRICK	\$343.94	8/5/2014
201344	002980	CIB INVESTMENTS	\$293.72	7/24/2014
201359	001547	LAKISHA A AUSTIN	\$302.20	6/4/2015
201360	003370	JESSICA CALVIN	\$613.18	10/29/2014
201387	003307	CLIFFISENE T THOMAS	\$223.29	6/9/2015
201388	002900	AMBER BARNES	\$287.79	9/9/2014
201396	003272	JERRY A GRANTHAM	\$414.40	6/10/2015
201399	101247	ANTHONY D SMITH	\$110.37	9/9/2014
201414	003221	RHONDA J BRANNON	\$514.45	2/27/2015
201424	003360	CHARLES YEARGAN	\$2,002.18	4/21/2015
201455	001989	AARON JOHNSON JR	\$418.76	12/16/2014
201467	101306	JOSEPHINE FARLEY	\$45.58	12/19/2014
201502	003313	MARK BRADY	\$177.22	10/17/2014
201524	101352	DIANE M TOMAK	\$95.25	8/5/2014
201537	001843	VICTORIA M TURNO	\$423.10	5/9/2013
201539	002267	CEBRINA L PAUL	\$387.89	12/19/2014
201545	003185	ALLSTAR REALTY CONSTRUCTION	\$437.89	9/26/2014
201553	002932	CHIKISA S BUNKLEY	\$21.92	5/9/2014
201559	003280	PAULA A SANCHEZ	\$243.91	2/6/2015
201566	101395	TARRANT HOUSING AUTH	\$237.83	2/27/2015
201585	003346	BRANDON COVINGTON	\$22.81	1/5/2015
201586	002694	INHERITANCE TWIN	\$79.55	9/9/2014
201601	101424	PAYTIE POOLE	\$127.92	5/27/2014
201616	101439	GYNDON B BABER	\$96.75	3/26/2015
201626	003528	MARLON MTRICK	\$148.89	2/27/2015
201631	101451	A J COX	\$356.81	6/3/2015
201633	003428	PAMELA FEASTER	\$493.36	2/24/2015
201644	002769	JOHANNA S ROSS	\$184.59	12/17/2014
201646	002389	MARCUS A STORY	\$331.44	11/4/2014
201658	101478	CHARLES JAYNES	\$36.66	8/4/2014
201659	003321	KEVIN C BRYANT	\$72.96	3/18/2014
201659	101478	CHARLES JAYNES	\$145.37	12/22/2014
201674	003409	CATHY GODWIN	\$52.22	5/2/2014
201676	003012	CRYSTAL KOEN	\$26.58	10/2/2014
201684	002750	ROBERTO H MEDINA	\$49.38	8/5/2014
201684	003242	ROSA EVANS	\$76.28	6/15/2015
201687	001735	THOMAS A BENDER II	\$600.29	10/29/2014
201693	101511	J B TENPENNY	\$277.53	12/19/2014
201698	003552	LAUNDRIA R STUBBS	\$45.20	7/17/2014
201702	003305	KASSI A DUNAWAY	\$291.65	5/18/2015
201703	003284	PENNEPRICE L STEVENSON	\$412.48	5/6/2015
201717	003138	CHRISTINA M CATECHIS	\$1,039.29	5/5/2015
201724	101540	KIMBERLY JONES	\$482.66	2/27/2015
201730	101546	KENNARD C ROBINSON	\$768.22	6/4/2015
			\$171.15	7/8/2014

201762	003150	STACIE WINTERS	\$147.76	8/5/2014
201774	002193	CAROLYN B RUTLEDGE	\$418.48	2/10/2015
201790	002605	KIMKO WILLIAMS	\$948.66	9/9/2014
201795	000821	CHRISTOPHER W NORTON	\$471.22	6/4/2015
201826	101630	TONYA BROOKS	\$378.30	2/24/2015
201827	003330	TAISHA M PULLIAM	\$164.75	7/7/2014
201836	003148	LENA WEBB	\$759.95	9/9/2014
201859	003079	ALEXANDRA N WILBERT	\$457.50	9/9/2014
201883	101679	DAVEY BADY	\$264.58	2/24/2015
201902	002848	ALISA N BOHANNON	\$454.16	10/6/2014
201920	003333	DARRYL GRANT	\$309.82	3/2/2015
201921	101716	SHERRY L WARE	\$837.07	4/22/2015
201928	000959	BRENDA SMITH	\$82.84	7/14/2014
201936	003285	JAMANDA HOLIDAY	\$1,023.13	4/13/2015
201950	101744	ELIZABETH WEAVER	\$742.75	2/24/2015
201951	003315	JESSICA TUCKER	\$521.48	4/1/2015
201962	002820	MABALINE C HILL	\$25.84	10/6/2014
201971	101763	LOUISA B KENNEDY	\$142.84	1/20/2015
201993	101784	KEITH V GILLARD	\$143.48	5/8/2015
202002	002024	COURTNEY PHILLIPS	\$1,492.84	4/21/2015
202017	101805	ELIZABETH REYNOLDS	\$69.26	9/8/2011
202022	000021	JAY PARKS	\$132.04	5/6/2015
202030	003154	STEPHEN FLUKER	\$61.09	12/22/2014
202073	003369	JUDITH HANDWERK	\$311.40	2/27/2015
202087	003522	MARCIA R ROSS	\$233.14	5/6/2015
202113	101456	LATANYA ADAMS	\$443.00	6/9/2015
202118	002991	WHEELER CONSTRUCTION	\$32.76	11/5/2013
202140	101455	ROSEMARY FLORENCE	\$188.23	5/11/2015
202150	003297	TAMBERO L WILLIAMS	\$60.72	11/5/2014
202189	003234	SHAVONDA BERRY	\$1,527.07	10/16/2014
202196	101705	CHUCK HARRIS	\$247.37	11/6/2014
202198	003270	JOSEPH WATKINS	\$511.09	3/13/2015
202215	003308	DOROTHY J ROLLEY	\$19.62	10/23/2014
202223	003316	DARICE STORY	\$358.33	2/16/2015
202235	002395	ROBERT T TURNER	\$57.04	4/28/2015
202260	003062	CHRISTY KEELING	\$210.06	12/22/2014
202268	002711	NUBIAN HODGES	\$243.38	8/6/2014
202293	003022	SIMP GODDARD	\$418.27	2/24/2015
202306	003273	LINETTA STURDIVANT	\$785.79	4/22/2015
202316	003515	MARY BENSON	\$167.70	4/13/2015
202341	002355	FRIENDS PROPERTIES LLC	\$1,527.07	6/9/2015
202347	102043	TRACY SCARBROUGH	\$218.68	6/4/2015
202364	002999	OWAR ARTEAGA	\$223.39	8/16/2014
202377	102142	RICHARD D HUGHES	\$98.32	1/9/2015
202383	100409	TAMIKA HAMMELL	\$363.29	7/21/2014
202399	003323	ALICIA J WYNN	\$438.10	9/9/2014
202405	003394	SEAN TILLMAN	\$231.99	2/5/2015
202415	100461	CRAIG GAMBLE	\$310.37	2/4/2015
202438	001719	TINA WOODARD	\$104.07	12/19/2014
202441	003378	JAMES W WHATLEY	\$374.77	12/22/2014
202446	102207	CARL CALLAHAN	\$86.44	8/16/2014
202479	001508	DEBORAH WOODS	\$509.83	9/2/2014
202480	002653	OGWARO FAMILY TRUST CORP	\$121.55	4/4/2015
202481	003565	SHUNTA WORSHAM	\$1,441.54	4/22/2015
202488	001532	CAROL WORSHAM	\$335.22	10/17/2014
202506	000570	DERRICK HATCHER	\$374.85	11/4/2014
202520	003371	ANTONIO D OLLIE	\$532.64	12/23/2014
202523	001798	ANTONIE CORBIN	\$639.70	3/3/2015
202545	003169	GWENIVERE B MCNEALEY	\$95.06	9/9/2014
202545	003514	AMANDA B MCCARY	\$655.85	10/20/2014
202557	102305	JENNIFER BAKER	\$403.07	2/27/2015
202557	102305	J W STATON	\$878.61	2/24/2015
202562	003069	MIKEYA E COLLINS	\$75.32	4/21/2015
202568	002808	RENEA OBISBO	\$400.58	5/29/2015
202583	100694	CRAIG GAMBLE	\$202.45	12/19/2014
202592	102339	REX NELSON	\$207.80	7/8/2013
202606	003343	JESSE JONES	\$158.18	10/30/2014
202609	002147	BENNY L CLEMENTS	\$619.82	4/21/2015
202616	102362	J T MORTON	\$220.84	6/4/2015

202617	003238	SHANNON WERTZ	\$19.88	12/22/2014
202622	003214	ERICA COOPER	\$1,043.25	4/30/2015
202637	003518	MISTY HALL	\$126.06	6/9/2015
202644	002992	DAN WOOD	\$11.42	8/15/2014
202647	003329	DONNA PATTERSON	\$558.69	5/6/2015
202648	100694	CRAIG GAMBLE	\$221.57	5/9/2013
202657	101659	TWALA D OLLISON	\$363.38	2/3/2015
202658	003281	JUSTICE D BROOKS	\$720.26	2/10/2015
202673	002168	JACQUANITA EVANS	\$356.62	1/7/2015
202676	002651	SHARDAE C SHELBY	\$1,215.63	4/16/2015
202677	002594	LINTRISA S FIELDS	\$14.92	3/2/2015
202683	003618	MICHELLE ALLEN	\$10.99	6/15/2015
202693	102434	KERA WYCKOFF	\$913.36	2/24/2015
202706	002530	IASHA N CALHOUN	\$778.72	4/21/2015
202718	102449	BELL HAULERS	\$24.59	6/3/2015
202823	002312	SALVADOR T CARDONA	\$52.48	6/11/2015
202833	003306	GARY & MELISSA FOOTEN	\$185.40	9/9/2014
202880	003086	JACQUELINE A LONG	\$233.57	7/28/2014
202882	102455	JACK MALONE	\$58.47	10/23/2014
202915	003099	JOHNATHAN ROBINSON	\$9.29	12/22/2014
202956	002995	CLEMON BROWN & SYLVIA EVANS	\$29.27	1/23/2015
202969	002128	CHRISTOPHER H HAND	\$232.55	5/29/2015
203007	002925	PETER TRIPLEY	\$9.66	12/17/2014
203126	001660	CARA WILSON	\$230.26	8/27/2014
203163	002598	BRENNA C MURPHY	\$152.17	8/15/2014
203195	102874	RONALD R STARTLEY	\$405.45	4/9/2014
203226	003114	MARCUS D HOPSON	\$752.80	9/9/2014
203248	102920	CHARLES E BROOKS	\$771.12	9/8/2014
203287	102956	CLEO MACK	\$141.21	12/19/2014
203306	102974	CLEO MACK	\$117.58	6/3/2015
203411	103071	FOOD GIANT	\$2,710.79	9/5/2014

Total for: W0061616DRM001 Items Dollars

Marked	0	\$0.00
Unmarked	224	\$78,753.85
Total	224	\$78,753.85

Report Total Items Dollars

Marked	0	\$0.00
Unmarked	224	\$78,753.85
Total	224	\$78,753.85

Building Inspections Officer Ken Jones gave notice, of the following public hearings:

NOTICE IS HEREBY GIVEN that the Building Inspector of the City of Tarrant, Alabama, pursuant to Ordinance No. 1022, has made a finding that a building located on the following described property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition:

STREET ADDRESS:

725 Jackson Boulevard, Tarrant, Alabama 35217

LEGAL DESCRIPTION:

Lot 14, Block 3, according to the Survey of First Addition to Bartonville, as recorded in Map Book 5, Page 88, in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL IDENTIFICATION NUMBER:

23-00-07-1-018-004.000-RR-00

All persons interested in said property are hereby notified that if the unsafe or dangerous condition is not remedied by demolition of said building on said property within 45 days of June 9, 2016, the demolition will be accomplished by the City and the cost thereof assessed against said property. In the meantime, it is ordered that said building be and remain vacated.

A public hearing as provided for by Ordinance No. 1022, Section 4-115(a), will be held on this matter in the Council Chambers at Tarrant City Hall, 1604 Pinson Valley Parkway, Tarrant, AL 35217 on Monday, August 1, 2016, at 7:00 p.m. Anyone interested in the status of these proceedings should inquire with the Tarrant City Clerk at (205) 849-2800.

NOTICE IS HEREBY GIVEN that the Building Inspector of the City of Tarrant, Alabama, pursuant to Ordinance No. 1022, has made a finding that a building located on the following described property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition:

STREET ADDRESS:

229 Springdale Road, Tarrant, Alabama 35217

LEGAL DESCRIPTION:

A Lot fronting 62 ½ feet on the West Side of Springdale Road and running back a uniform width 292 feet, more or less, to the Tarrant Spring Beach, being a part of the North half of Lot 27, according to the Survey of Springdale Land Company, in the NE ¼ of Section 32, Township 16, Range 2 W, as recorded in Map Book 10, page 27, in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL IDENTIFICATION NUMBER:

13-00-32-1-002-012.000-RR-00

All persons interested in said property are hereby notified that if the unsafe or dangerous condition is not remedied by demolition of said building on said property within 45 days of June 9, 2016, the demolition will be accomplished by the City and the cost thereof assessed against said property. In the meantime, it is ordered that said building be and remain vacated.

A public hearing as provided for by Ordinance No. 1022, Section 4-115(a), will be held on this matter in the Council Chambers at Tarrant City Hall, 1604 Pinson Valley Parkway, Tarrant, AL 35217 on Monday, August 1, 2016, at 7:00 p.m. Anyone interested in the status of these proceedings should inquire with the Tarrant City Clerk at (205) 849-2800.

Mayor Tuck stated that the next item on the agenda would be a public hearing, for consideration of proposed grass and weed violations. Mayor Tuck therefore opened the public hearing, for the following properties:

<u>Street #</u>	<u>Street Name</u>	<u>City &</u>	<u>State</u>	<u>Zip Code</u>	<u>Parcel I.D. Number</u>
1412	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-005-012.000-RR-00	
1420	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-005-014.000-RR-00	
1424	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-005-015.000-RR-00	
Lot 1429	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-012-005.000-RR-00	
1433	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-012-004.000-RR-00	
1437	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-012-003.000-RR-00	
1441	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-012-002.000-RR-00	
1233	Etowah Street	Tarrant, AL	35217	23-00-08-1-005-005.000-RR-00	
1261	Etowah Street	Tarrant, AL	35217	23-00-05-4-032-002.000-RR-00	
1715	Etowah Street	Tarrant, AL	35217	23-00-05-4-010-005.000-RR-00	
2045	Etowah Street	Tarrant, AL	35217	23-00-04-3-009-013.000-RR-00	
Lot 1417	Ford Avenue	Tarrant, AL	35217	23-00-05-4-018-008.000-RR-00	
1440	Ford Avenue	Tarrant, AL	35217	23-00-05-4-012-022.000-RR-00	
Lot 129	Ketona Road	Tarrant, AL	35217	13-00-32-1-003-037.002-RR-00	
2070	Lane Avenue	Tarrant, AL	35217	13-00-33-4-011-011.000-RR-00	
2113	Lane Avenue	Tarrant, AL	35217	13-00-33-4-014-004.000-RR-00	
Lot 2141	Lane Avenue	Tarrant, AL	35217	13-00-33-4-014-010.000-RR-00	
1731	McCaskill Street	Tarrant, AL	35217	23-00-04-3-016-003.000-RR-00	
1739	McCaskill Street	Tarrant, AL	35217	23-00-04-3-016-002.000-RR-00	
203	Oak Trail	Tarrant, AL	35217	13-00-32-2-000-041.000-RR-00	
Lot 216	Springdale Road	Tarrant, AL	35217	13-00-32-1-003-018.000-RR-00	
229	Springdale Road	Tarrant, AL	35217	13-00-32-1-002-012.000-RR-00	
305	Springdale Road	Tarrant, AL	35217	13-00-32-4-003-030.000-RR-00	
313	Springdale Road	Tarrant, AL	35217	13-00-32-4-003-029.000-RR-00	
333	Springdale Road	Tarrant, AL	35217	13-00-32-4-003-024.000-RR-00	
Lot 2290	Treadwell Road	Tarrant, AL	35217	23-00-04-1-003-002.000-RR-00	

Mayor Tuck asked if there was anyone present who wish to speak, in regards to these properties.

Mayor Tuck closed the public hearing, as no one requested to speak.

Whereupon, Mayor Pro Tem Horton introduced and after reading at length moved for the adoption of the following proposed resolution:

**CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA
RESOLUTION NO. 8219**

**A RESOLUTION OF THE CITY OF TARRANT PURSUANT TO
ORDINANCE NO. 1017 OF THE CITY OF TARRANT DECLARING
CERTAIN PROPERTIES A PUBLIC NUISANCE.**

WHEREAS, an abundance of weeds and overgrown vegetation provide favorable conditions for the harboring of mosquitoes and other insects of like kind, and do otherwise have a negative impact on the health and safety of the citizens of Tarrant;

WHEREAS, Ordinance No. 1017 of the City of Tarrant was designed to deter and provide for the abatement of weeds and overgrown vegetation;

WHEREAS, on June 20, 2016, a public hearing was held before the City Council of Tarrant, Alabama, to determine whether certain properties constituted a public nuisance by reason of overgrown grass, weeds, and/or other voluntary or spontaneous growth; and

WHEREAS, the appropriate notice called for in Ordinance No. 1017 was given to the person or persons in possession of, in ownership of, or in charge or control of said property, with respect to the public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, as follows:

1. The properties on the list attached hereto as Exhibit "A" are hereby determined to be a nuisance by reason that the abundance of overgrown grass and/or weeds within the City is injurious to the general public health, safety, and general welfare by providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects, and pests; that the height and dryness of said overgrown grass and weeds constitutes a serious fire threat or hazard; that said overgrown grass and weeds produces allergens that cause irritation to the throat, lungs, and eyes of the public; that said overgrown grass and weeds hides debris that could inflict injury on persons going upon the property; and/or that said overgrown grass and weeds are unsightly and in excess of twelve (12) inches in height.
2. Said nuisance shall be abated as provided for in Ordinance No. 1017 of the City of Tarrant, Alabama.
3. Those individuals abating the nuisance described herein shall render an itemized report in writing to the City Council showing the cost of removing the nuisance. Before the report is submitted to the City Council, a copy of the report shall be posted for at least five days prior thereto on or near the chamber door of the City Council, together with a notice of the time when the report shall be submitted to the City Council for confirmation.

ADOPTED AND APPROVED THIS THE 20TH DAY OF JUNE, 2016.

ATTEST:

LOXCIL B. TUCK, MAYOR

Lillian A. Keith, City Clerk

EXHIBIT "A"

Street #	Street Name	City &	State	Zip Code	Parcel I.D. Number
1412	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-005-012.000-RR-00	
1420	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-005-014.000-RR-00	
1424	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-005-015.000-RR-00	
Lot 1429	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-012-005.000-RR-00	
1433	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-012-004.000-RR-00	
1437	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-012-003.000-RR-00	
1441	Elizabeth Avenue	Tarrant, AL	35217	23-00-05-4-012-002.000-RR-00	
1233	Etowah Street	Tarrant, AL	35217	23-00-08-1-005-005.000-RR-00	
1261	Etowah Street	Tarrant, AL	35217	23-00-05-4-032-002.000-RR-00	
1715	Etowah Street	Tarrant, AL	35217	23-00-05-4-010-005.000-RR-00	
2045	Etowah Street	Tarrant, AL	35217	23-00-04-3-009-013.000-RR-00	
Lot 1417	Ford Avenue	Tarrant, AL	35217	23-00-05-4-018-008.000-RR-00	
1440	Ford Avenue	Tarrant, AL	35217	23-00-05-4-012-022.000-RR-00	
Lot 129	Ketona Road	Tarrant, AL	35217	13-00-32-1-003-037.002-RR-00	
2070	Lane Avenue	Tarrant, AL	35217	13-00-33-4-011-011.000-RR-00	
2113	Lane Avenue	Tarrant, AL	35217	13-00-33-4-014-004.000-RR-00	
Lot 2141	Lane Avenue	Tarrant, AL	35217	13-00-33-4-014-010.000-RR-00	
1731	McCaskill Street	Tarrant, AL	35217	23-00-04-3-016-003.000-RR-00	
1739	McCaskill Street	Tarrant, AL	35217	23-00-04-3-016-002.000-RR-00	
203	Oak Trail	Tarrant, AL	35217	13-00-32-2-000-041.000-RR-00	
Lot 216	Springdale Road	Tarrant, AL	35217	13-00-32-1-003-018.000-RR-00	
229	Springdale Road	Tarrant, AL	35217	13-00-32-1-002-012.000-RR-00	
305	Springdale Road	Tarrant, AL	35217	13-00-32-4-003-030.000-RR-00	
313	Springdale Road	Tarrant, AL	35217	13-00-32-4-003-029.000-RR-00	
333	Springdale Road	Tarrant, AL	35217	13-00-32-4-003-024.000-RR-00	
Lot 2290	Treadwell Road	Tarrant, AL	35217	23-00-04-1-003-002.000-RR-00	

Whereupon, Mayor Pro Tem Horton moved for the adoption of Resolution Number 8219.

Motion for the adoption of Resolution Number 8219 was seconded by Councilmember

Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8219 duly and legally adopted.

Whereupon, Mayor Pro Tem Horton introduced the following proposed resolution:

RESOLUTION NO. 8220

A RESOLUTION DESIGNATING PRA GOVERNMENT SERVICES, LLC D/B/A RDS AS THE CITY'S DESIGNEE FOR PUPOSES OF ADMINISTERING AND COLLECTING THE OCCUPATIONAL LICENSE FEE AUTHORIZED BY ORDINANCE NO. 1020 AND AS AMENDED BY ORDINANCE NO. 1072 OF THE CITY OF TARRANT, ALABAMA, AND AUTHORIZING A CONTRACT FOR PRA GOVERNMENT SERVICES, LLC D/B/A RDS'S SERVICES AS DESIGNEE

WHEREAS, the City of Tarrant, Alabama ("the City"), adopted Ordinance No. 1020 and as amended by Ordinance No. 1072, "An Ordinance Authorizing the Enactment and Implementation of an Occupational License Fee Applicable to Persons Engaged in Trades, Occupations, and Professions Permitted to be Undertaken in the City of Tarrant, Alabama, and Providing for the Method of Reporting and Collecting the Occupational License Fee;"

WHEREAS, Ordinance No. 1020 and as amended by Ordinance No. 1072 authorizes the City Council of the City of Tarrant, Alabama ("City Council"), to appoint by resolution a "Designee" to serve as an agent of the City to administer or collect, or both, the occupational license fee authorized by the Ordinance;

WHEREAS, the City Council wishes to retain the services of PRA Government Services, LLC d/b/a RDS as its Designee as a "private auditing or collecting firm" as defined in Section 40-2A-3 of the Code of Alabama (1975);

WHEREAS, pursuant to Section 41-16-51(a)(5) of the Code of Alabama (1975) and Opinion No. 94-76 of the Alabama Attorney General (December 9, 1993), contracts for fiscal or financial advice or services, such as the one contemplated by this Resolution, are exempt from the Competitive Bid Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, June 20, 2016 at 7:00 p.m. as follows:

Section 1. That the City Council hereby appoints PRA Government Services, LLC d/b/a/ RDS as its Designee pursuant to Ordinance No. 1020 (as it may be amended over time) to both administer and collect the occupational license fee authorized by Ordinance No. 1020 (as it may be amended over time); and

Section 2. That the Mayor is hereby authorized to enter into the Tax Revenue Enhancement Agreement attached hereto as **Exhibit "A"** hereof and/or authorized to make any amendments to said Agreement as are necessary for the City to retain the service of PRA Government Services, LLC d/b/a RDS.

ADOPTED this the 20th day of June, 2016.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Tax Revenue Enhancement Agreement

This agreement made as of the ____ day of ____ 2016, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and City of Tarrant, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: RDS will perform remittance processing for occupational taxes as designated by CITY.
2. Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Tarrant, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on Exhibit A.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to Exhibit A: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY:
 - i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY.
 - iii. All items credited will be subject to receipt of payment; and
 - iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.

B. Compliance Services

1. Taxes Reviewed: RDS will perform compliance services for sales, use and other taxes designated by CITY under Remittance Processing Services. RDS will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, RDS will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, RDS will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, RDS representatives who perform

compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to Section A, above.

C. General Provisions

1. Information Provided: CITY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.
4. Review and Appeal Process: RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: RDS will receive an amount equal to 1.85% of gross revenues collected for providing Remittance Processing Services and Revenue Analysis Services.
6. Audit Services:
 - i. RDS Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. RDS Reciprocal Agreement: To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 1. RDS Fee: RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees if overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
 2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
 3. Shared Audit Fees: When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.
7. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.

8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
10. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
11. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
12. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
13. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
14. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute

this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.

17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. By signing this contract, the contacting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2016 with collection of _____ taxes to be remitted on or before _____ 20, 2016.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

PRA GOVERNMENT SERVICES, LLC
D/B/A RDS

City of Tarrant

By: _____
Its: SVP, Operations

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 6/6/2016 (crg)

EXHIBIT A
DISTRIBUTION and RATE CONFIRMATION

RDS City Contract 2016

June 8, 2016

Lillian Keith
City of Tarrant
P. O. Box 170220
Tarrant, AL 35217

Dear Ms. Keith:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Tarrant	062000080	XXXXXXXX1272	100%	Occupational

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Occupational	General	.50%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
2317 Third Avenue North, Suite 200
Birmingham, Alabama 35203
ATT: Kennon Walthall, SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.
By: _____

Name: _____
Title: _____

RDS SVP, Operations

RDS City Contract 2016

Whereupon, Mayor Pro Tem Horton moved for the adoption of Resolution Number 8220. Motion for the adoption of Resolution Number 8220 was seconded by Councilmember Anderson, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8220 duly and legally adopted.

Whereupon, Mayor Pro Tem Horton introduced the following proposed resolution:

RESOLUTION NO. 8221

A RESOLUTION DESIGNATING PRA GOVERNMENT SERVICES, LLC D/B/A RDS AS THE CITY'S DESIGNEE FOR PURPOSE OF BUSINESS LICENSE ADMINISTRATION FOR THE THE CITY OF TARRANT, ALABAMA, AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE SAME

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, June 20, 2016 at 7:00 p.m. as follows:

Section 1. That PRA Government Services, LLC d/b/a/ Revenue Discovery Systems (RDS), hereby be designated to perform the business license administration for the City of Tarrant, Alabama; and

Section 2. That the Mayor is hereby authorized to enter a *Tax Revenue Enhancement Agreement Business License Administration*, with PRA Government Services, LLC d/b/a/ Revenue Discovery Systems (RDS).

Section 3. That said agreement shall be for a period of three (3) years; and

Section 2. That a copy of said agreement is attached hereto and made a part thereof.

ADOPTED this the 20th day of June, 2016.

APPROVED:

LOXCIL B. TUCK, MAYOR

ATTEST:

Lillian A. Keith, City Clerk

Tax Revenue Enhancement Agreement Business License Administration

This Agreement made as of the ___ day of ___, 2016 by and between PRA Government Services, LLC d/b/a RDS and City of Tarrant, Alabama, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. **Services Performed:** RDS will perform remittance processing for the collection of Business Licenses.
2. **Taxpayer Notification and Remittance:** RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to CITY of Tarrant, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the P.O. Box for CITY of Tarrant payments.
3. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY, as shown in more detail on Exhibit A.
4. **Posting Process:** Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change are captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Underpayments are invoiced for remaining tax due plus any required penalties.
5. **Changes to Exhibit A:** CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by CITY.
6. **Notification, Reporting to CITY:** RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CITY'S account numbers and all fees paid to RDS.

B. General Provisions

1. **Taxpayer service:** RDS will provide a taxpayer assistance number for taxpayer questions.
2. **Review and Appeal Process:** RDS has adopted and will use a review and appeals process which is based on the Alabama *Taxpayers' Bill of Rights Act and Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
3. **Consideration for Remittance Processing Services, Revenue Analysis Services, and Compliance Services:**
 - i. RDS will receive an amount equal to Nine Dollars and Ninety Five Cents (\$9.95) per business license notice mailed.

4. Audit Services:
 - i. RDS Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. RDS Fee: RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services, without any contingent fees whatsoever. If overnight travel outside the State of Alabama is required, RDS will pay the auditor, and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
 1. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
 2. Shared Audit Fees: When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.
5. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
6. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
7. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
8. Indemnity: To the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities, relating to the determination of fees, penalties, taxes and other amounts due from taxpayers,

the collection thereof, the Deposit Process pursuant to Section A(3), above and any refunding related thereto.

9. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
10. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. **Force Majeure:** RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
13. **Subcontractors:** RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
14. **Intellectual Property Rights:** The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall

vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.

15. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.
16. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2016.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

PRA GOVERNMENT SERVICES, LLC d/b/a RDS

City of Tarrant

By: _____
Its: SVP, Operations

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 6/1/2016 (crg)

EXHIBIT A
DISTRIBUTION CONFIRMATION

June 1, 2016

Lillian Keith
City of Tarrant
Po Box 170220
Tarrant, AL 35217

Dear Ms. Keith:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Tarrant	062000080	xxxxxxxx1272	100%	Business License

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Kennon Walthall, SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:

Name:

Title:

_____ RDS SVP, Operations

Whereupon, Mayor Pro Tem Horton moved for the adoption of Resolution Number 8221. Motion for the adoption of Resolution Number 8221 was seconded by Councilmember Anderson, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8221 duly and legally adopted.

Whereupon, Councilmember Middlebrooks introduced the following proposed resolution:



ALABAMA DEPARTMENT OF TRANSPORTATION



Bureau of County Transportation
1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6207 FAX: (334) 353-6530
Internet: <http://www.dot.state.al.us>

Robert Bentley
Governor

John R. Cooper
Transportation Director

May 24, 2016

City of Tarrant
Mayor of City
Tarrant, Alabama

RE: ERPR-9010 ()
JCP 37-900-16
Jefferson County

Dear Mayor of City:

Attached is the original Agreement between the Alabama Department of Transportation and the city of Tarrant covering the financing for construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,



D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:mh
Attachment

cc: Mr. Clay McBrien
Mr. DeJarvis Leonard
Mr. Ken Couch
File

ALDOT
EAST CENTRAL REGION
RECEIVED

MAY 25 2016

BHAM AREA
COUNTY TRANS

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT - ERPR

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and the CITY OF TARRANT, ALABAMA (FEIN 63-0001373), party of the second part (hereinafter called the CITY):

WITNESSETH

WHEREAS, the State and City desire to cooperate in the permanent restoration of a failed slope and washed out area of riprap along bridge abutments and aggregate trail surface on an active regular federal aid project, STPTE-TE08(915), Tarrant Aqueduct multiuse trail, due to a flood event beginning on December 23, 2015. FHWA Disaster #AL2016-01 (DDIR Report #Jefferson-1). Project #ERPR-9010(), JCP 37-900-16, CPMS Reference #100065610.

NOW THEREFORE, it is mutually agreed between the STATE and CITY as follows;

- A. The CITY will furnish all Right-of-Way for the project without cost to the STATE or this Project.
- B. The CITY will adjust and/or relocate all Utilities on the project without cost to the STATE or this Project.
- C. The CITY will make the survey, complete the plans and furnish all preliminary engineering for the project with City forces, or with a consultant selected by the CITY and approved by the STATE, without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The CITY will furnish all construction engineering for the project with City forces or with a consultant selected by the STATE or with State forces as a part of the project cost.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the STATE or this project. The CITY will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the CITY for the permit, and shall comply with all requirements of the permit. The CITY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The CITY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid Funds in any amount. All estimated cost will be financed, when eligible for Federal participation, on the basis of 80% Federal Emergency Relief funds and 20% CITY funds. Any cost not eligible for Federal reimbursement will be financed 100% by the CITY.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

Federal Emergency Relief Funds	\$	34,520.00
City Funds		<u>8,630.00</u>
Total (Incl. E & I)	\$	43,150.00

- I. The CITY will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and both current Local Public Agency (LPA) Project Guide and current Local Public Agency (LPA) Manual.
- J. The CITY will submit reimbursement invoices for the Federal share of work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- K. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.
- M. Upon completion and acceptance of this project, the CITY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- N. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- O. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- P. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- Q. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- R. Exhibit M is attached hereto as a part hereof.
- S. Exhibit N is attached hereto as a part hereof.
- T. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

Lillian A. Keith
City Clerk (Signature)

Lillian A. Keith
Type Name of City Clerk

RECOMMENDED

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

This agreement has been legally reviewed and approved as to form and content:

BY: Chief Counsel, Jim Ippolito, Jr.
Alabama Department of Transportation

CITY OF TARRANT, ALABAMA

BY: *Loxcil B. Tuck*
(Signature) Mayor

Loxcil B. Tuck
Type Name of Mayor

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

Chief Engineer
Don T. Arkle, P.E.

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____ .20 _____

GOVERNOR OF ALABAMA
ROBERT BENTLEY

CERTIFICATION FOR FEDERAL-AID CONTRACTS

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/28/15

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Whereupon, Councilmember Middlebrooks moved for the adoption of Resolution Number 8222. Motion for the adoption of Resolution Number 8222 was seconded by Councilmember Anderson, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8222 duly and legally adopted.

Whereupon, Councilmember Middlebrooks introduced the following proposed resolution:

RESOLUTION NO. 8223

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF TARRANT AND THE MUNICIPAL SOFTWARE GROUP, LLC FOR SOFTWARE SUPPORT SERVICES

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, June 20, 2016 at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to execute an agreement between the City of Tarrant and the Municipal Software Group, LLC for Software Support Services.,

Section 2. That said agreement shall be effective on the 1st day of June, 2016 and shall terminate on the 31st day of May, 2017,

Section 3. That said cost shall be \$2,400.00 (Two Thousand Four Hundred Dollars) annually, and

Section 4. That a copy of said agreement is attached hereto and made a part thereof,

ADOPTED THIS THE 20TH DAY OF JUNE, 2016.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

ORDER FORM

Municipal Software Group, LLC

Master Agreement

Customer Name and Address: Lynne Keith Tarrant Municipal Court P.O. Box 170220 Tarrant, AL 35217	Customer Billing Address: City of Tarrant P.O. Box 170220 Tarrant, AL 35217	Customer Site Location: City of Tarrant Municipal Court
--	--	---

Quantity	Part Number	Description	Price
1	SUP01	Software Support	\$2,400.00
Total Software and Services:			\$2,400.00

Software maintenance and support includes unlimited telephone support, customizations, unlimited premise licenses, interfaces and all upgrades for the time period of 6/1/16 – 5/31/17. The city of Tarrant is responsible for backing up the database that resides on the municipality's server.

The Customer: City of Tarrant

Name (Print): Municipal Court

Title: Mayor

Signature: _____

Date: _____

Agreed and Accepted:

Municipal Software Group, LLC

By: _____

Title: _____

Date: _____



Municipal Software Group

P.O. Box 2521
Auburn, AL 36831
(800) 588-5950
drotta@msn.com

Invoice Number: 201600651

Date: 5/2/2026

INVOICE

BILL TO	
Accounts Payable Tarrant Municipal Court P.O. Box 170220 Tarrant, AL 35217	

REMIT TO	
Municipal Software Group P.O. Box 2521 Auburn, AL 36831	

Quantity	Description	Amount
1	Municipal Court Software Support (6/1/2016 to 5/31/2017)	\$2,400.00
TOTAL		\$2,400.00

It's been a pleasure serving you since 2001.
If you have any questions please call (800) 588-5950.

Municipal Software Group
P.O. Box 2521
Auburn, AL 36831

Accounts Payable
Tarrant Municipal Court
P.O. Box 170220
Tarrant, AL 35217

Whereupon, Councilmember Middlebrooks moved for the adoption of Resolution Number 8223. Motion for the adoption of Resolution Number 8223 was seconded by Mayor Pro Tem Horton, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8223 duly and legally adopted.

Whereupon, Councilmember Anderson introduced the following proposed resolution:

RESOLUTION NO. 8224

A RESOLUTION REAPPOINTING DEBBIE BAILEY TO THE TARRANT BEAUTIFICATION BOARD FOR A FOUR YEAR TERM; SAID TERM TO BEGIN JUNE 20, 2016 AND EXPIRE JUNE 19, 2020

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, June 20, 2016 at 7:00 p.m. as follows:

Section 1. That Debbie Bailey is hereby reappointed to the Tarrant Beautification Board for a four year term,

Section 2. That said terms shall begin June 20, 2016 and expire June 19, 2020,

Section 3. That a copy of this Resolution be forwarded to the above members and said board, ADOPTED this the 20th day of June, 2016.

APPROVED: _____
Loxcil B. Tuck, Mayor

ATTEST: _____
Lillian A. Keith, City Clerk

Whereupon, Councilmember Anderson moved for the adoption of Resolution Number 8224. Motion for the adoption of Resolution Number 8224 was seconded by Mayor Pro Tem Horton, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8224 duly and legally adopted.

Whereupon, Mayor Pro Tem Horton introduced the following proposed resolution:

RESOLUTION NO. 8225

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF TARRANT AND THE MOORE CORPORATION FOR THE PURPOSE OF REMOVING AND REPLACING THE HANDICAP RAMP LOCATED AT THE CITY OF TARRANT MUNICIPAL BUILDING

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in special session on Monday, June 20, 2016, at 7:00 p.m. as follows:

Section 1. The Mayor is hereby authorized to execute a contract between the City of Tarrant and the Moore Corporation for the removal and replacement of the handicap ramp, located at the City of Tarrant Municipal Building, 1604 Pinson Valley Parkway, Tarrant, Alabama 35217; and

Section 2. That said cost shall not exceed the amount of \$43,200.00 (Forty-three Thousand Two Hundred Dollars) and said funds shall be provided from bond warrants.

Section 3. That a copy of said contract is attached hereto and made a part thereof. ADOPTED this the 20th day of June, 2016.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian Ann Keith, City Clerk

Whereupon, Mayor Pro Tem Horton moved for the adoption of Resolution Number 8225. Motion for the adoption of Resolution Number 8225 was seconded by Councilmember Anderson, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8225 duly and legally adopted.

Whereupon, Councilmember Anderson moved that the rules and procedures of the Council be suspended, to add proposed Resolution Numbers 8226, 8227 and 8228 to the agenda. Said Motion was seconded by Councilmember Middlebrooks, regularly put and upon roll call, the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

Whereupon, Mayor Tuck announced the vote had carried and Resolution Numbers 8226, 8227 and 8228, would be added to the agenda.

Whereupon, Councilmember Anderson introduced the following proposed resolution:

RESOLUTION NO. 8226

A RESOLUTION AUTHORIZING THE MAYOR TO RECEIVE BIDS FOR THE PURCHASE OF ONE (1) - NEW TRUCK MOUNTED KNUCKLEBOOM LOADER AND BRUSH COLLECTION BODY FOR THE CITY OF TARRANT PUBLIC WORKS DEPARTMENT; SAID BIDS TO BE RETURNED THURSDAY, JULY 21, 2016

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, June 20, 2016 at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to receive bids for the purchase of one (1) - New Truck Mounted Knuckleboom Loader, and Brush Collection Body, for the City of Tarrant Public Works Department,

Section 2. That said bids shall be returned Thursday, July 21, 2016 at 10:00 a.m., ADOPTED this the 20th day of June, 2016.

APPROVED:

Loxcil B. Tuck, Mayor

ATTEST:

Lillian A. Keith, City Clerk

Whereupon, Councilmember Anderson moved for the adoption of Resolution Number 8226. Motion for the adoption of Resolution Number 8226 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8226 duly and legally adopted.

Whereupon, Councilmember Middlebrooks introduced the following proposed resolution:

RESOLUTION NO. 8227

A RESOLUTION CREATING ONE (1) TEMPORARY COURT CLERK POSITION GRADE 13 PROVIDING FOR THE FILLING OF SAME THROUGH THE JEFFERSON COUNTY PERSONNEL BOARD AT THE PREVAILING RATE OF PAY

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, June 20, 2016 at 7:00 p.m. as follows:

- Section 1.** That there is hereby created one (1) temporary Court Clerk position, grade 13,
Section 2. That said temporary appointment is deemed necessary due to the anticipated leave of absence of Court Clerk Lakeiah S. Watts,
Section 3. That said temporary appointment shall be effective upon the appointment of a Court Clerk and shall end upon the return of Court Clerk Lakeiah S. Watts,
Section 4. That said position shall be filled through the Jefferson County Personnel Board at the prevailing rate of pay,
Section 5. That funds for said position shall be provided from the Municipal Court Department Budget.

ADOPTED this the 20th day of June, 2016.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Whereupon, Councilmember Middlebrooks moved for the adoption of Resolution Number 8227. Motion for the adoption of Resolution Number 8227 was seconded by Mayor Pro Tem Horton, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck
NAYS: None
ABSENT: Councilmembers Bryant and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8227 duly and legally adopted.

Whereupon, Mayor Pro Tem Horton introduced the following proposed resolution:

RESOLUTION NO. 8228

A RESOLUTION CREATING ONE (1) PERMANENT ADMINISTRATIVE ASSISTANT FULL-TIME POSITION GRADE 16 PROVIDING FOR THE FILLING OF SAME THROUGH THE JEFFERSON COUNTY PERSONNEL BOARD AT THE PREVAILING RATE OF PAY

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, June 20, 2016 at 7:00 p.m. as follows:

Section 1. That there is hereby created one (1) permanent Administrative Assistant Full-Time position, grade 16, for the City of Tarrant Administrative Department; and

Section 2. That the purpose of creating said position shall be to assist the City Clerk, in the performance of administrative and support services, associated with the office of the City Clerk (as described in Exhibit A); and

Section 3. That said position shall be filled through the Jefferson County Personnel Board at the prevailing rate of pay,

Section 3. That funds for said position and benefits shall be provided from the City of Tarrant General Fund,

ADOPTED this the 20th day of June, 2016.

APPROVED: LOXCIL B. TUCK, MAYOR

ATTEST: Lillian A. Keith, City Clerk

Whereupon, Mayor Pro Tem Horton moved for the adoption of Resolution Number 8228. Motion for the adoption of Resolution Number 8228 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8228 duly and legally adopted.

Whereupon, Mayor Pro Tem Horton moved for the payment of the following list of payroll and expense vouchers for the City of Tarrant and the City of Tarrant Electric Department:

TARRANT ELECTRIC VOUCHER LIST 6/20/2016

5-3B-16	EMPLOYEES RETIREMENT SYSTEM	\$ 10,216.32
5-3B-16	HAND, ARRENDALL, LLC	\$ 75.00
5-3B-16	STATE EMPLOYEES INSURANCE BOARD	\$ 10,575.00
5-3B-16	BLUE CROSS DENTAL	\$ 472.04
5-3C-16	ALABAMA DEPT OF REVENUE - STATE W/H MAY	\$ 2,325.16
5-3E-16	DEFERRED COMP APRIL	\$ 565.00
5-3K-16	CITY OF TARRANT OCCUPATIONAL TAX	\$ 310.63
6-3A-16	FEDERAL & FICA 6/3/16 PAYROLL	\$7,987.81
6-3F-16	ASSURANT / UNION SECURITY	\$192.78
6-3G-16	AFLAC	\$46.44
6-3J-16	LIBERTY NATIONAL	\$464.92
6-4-16	CITY OF TARRANT - RENT	\$1,360.00
6-5-16	CITY OF TARRANT - TAX EQUIVALENT	\$33,155.76
6-6A-16	REGIONS BOND PAYMENT - 2009 SERIES	\$37,485.42
6-6AA-16	REGIONS BOND PAYMENT - 2011 SERIES	\$6,142.71
6-10-16	DEPOSIT REFUNDS - 6/1/16 TO 6/7/16	\$1,736.46
6-18-16	CLASSIC CAR MOTORING INC	\$1,040.86
6-19-16	WATER / SEWER BILL ELECTRIC WAREHOUSE	\$196.40
6-21-16	BB & T GOVERNMENTAL FINANCE - AMI CONSTRUCTION LOAN 22 OF 60	\$1,634.40
6-22-16	AMERICAN LIGHTING & ELECTRIC	\$853.80
6-23-16	AUTO ZONE	\$185.24
6-24-16	CITY OF TARRANT - PHONES MAY	\$610.81
6-25-16	EMPLOYEE ASSISTANCE	\$21.43
6-26-16	OCTAVIA HENRY, MEMPHIS CONFERENCE ACCOUNTANTS	\$676.17
6-27-16	LASER ONE COMMUNICATIONS	\$52.50
6-28-16	OFFICE DEPOT	\$84.54
6-29-16	TERMINIX	\$50.00
6-30-16	ANSWERTEL OF ATHENS	\$213.45
6-31-16	ARMOR SERVICES, INC	\$240.00
6-32-16	AT & T	\$75.79
6-33-16	EXCELERON SOFTWARE LLC	\$2,026.95
6-34-16	G & K SERVICES	\$159.33
6-35-16	PERDIDO BEACH RESORT - OCTAVIA CSA USER CONFERENCE	\$1,016.76
6-36-16	VANGUARD	\$1,677.03
6-37-16	COMPUTER NETWORK, INC	\$540.00
	NET PAYROLL 6/3/2016	\$20,497.89
	TOTAL	\$144,964.80
5-7-16	TVA POWER BILL MAY, 2016 DUE 7/5/2016	\$ 361,283.41

CITY OF TARRANT
 VOUCHER LIST
 JUNE 20, 2016

GENERAL FUND

25951-26008	ACCOUNTS PAYABLE RUN	167,889.15
26009-26021	ACCOUNTS PAYABLE RUN	10,278.35
26022-26037	ACCOUNTS PAYABLE RUN	8,955.43
26038-26047	ACCOUNTS PAYABLE RUN	54,014.61
26048-26056	ACCOUNTS PAYABLE RUN	24,196.34
26057	ACCOUNTS PAYABLE RUN	818.93

SALES & USE TAX

695	CITY OF TARRANT GENERAL FUND	150,000.00
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DRUG FUND

1	CITY OF TARRANT	89.00
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Fund Control: 01

Check No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25951	1004	AAA ENVIRONMENTAL SERVICES	6/10/2016	91.88	NEUTRAL CLEANER EX 01-6101-123 55.00 EX 01-6302-129 36.88
25952	1313	AIRGAS USA, LLC	6/10/2016	164.30	EX 01-6302-129 73.16 EX 01-6102-202 91.14
25953	1085	ALABAMA ENVIRONMENTAL TURF &	6/10/2016	70.00	PEST CONTROL EX 01-6000-141 70.00
25954	1508	ALABAMA MOWER SERVICE	6/10/2016	393.07	AIR FILTER 393.07 EX 01-6302-142 65.69 EX 01-6302-142 48.35 EX 01-6302-142 109.78 EX 01-6302-142 53.65 EX 01-6302-142 49.70 EX 01-6302-129 65.90
25955	1039	ALABAMA PEACE OFFICERS ANNUITY	6/10/2016	90.00	MAY 2016 REMITTANCE 90.00 EX 01-2029-000 90.00
25956	2460	ALSCO - BIRMINGHAM	6/10/2016	98.70	MATS 98.70 EX 01-6101-141 49.35 EX 01-6101-141 49.35
25957	1521	AMERICAN FLAG CO., INC.	6/10/2016	200.40	POLYESTER FLAG 200.40 EX 01-6000-129 200.40
25958	1931	APCO EMPLOYEES CREDIT UNION	6/10/2016	200.00	DEDUCTIONS THRU JUNE 10, 2016 200.00 EX 01-2037-000 200.00
25959	2331	BANCORP SOUTH EQUIPMENT FINANCE	6/10/2016	2,101.04	JUNE 2016 REMITTANCE 2,101.04 EX 01-6302-410 77.99 EX 01-6302-420 2,023.05
25960	1017	BIRMINGHAM WATER WORKS	6/10/2016	3,022.80	1126 FORD AVENUE MAY 2016 3,022.80 EX 01-6000-150 50.34 EX 01-6602-150 57.64 EX 01-6602-193 25.22 EX 01-6102-150 47.12 EX 01-6602-194 100.40 EX 01-6102-131 2,742.08

Fund Control: 01

Check No	Vendor	Check Date	Check Amount	-----Distribution/Remarks-----
25961	1142 BLUE CROSS AND BLUE SHIELD	6/10/2016	2,103.29	JUNE 2016 REMITTANCE EX 01-6000-109 107.08 EX 01-6101-109 367.06 EX 01-6102-109 229.45 EX 01-6302-109 214.11 EX 01-6602-109 61.18 EX 01-6603-109 15.29 EX 01-2028-000 1,109.12
25962	1329 BRIGGS INSURANCE AGENCY, INC.	6/10/2016	50.00	POLICY #LSM0876948 06/21/2016 EX 01-6000-207 50.00
25963	1074 CINTAS FIRST AID	6/10/2016	98.86	FIRST AID EX 01-6302-129 98.86
25964	1420 COLEMAN, PATRICK	6/10/2016	148.09	MAY 24, 2016 STAPLES PURCHASE EX 01-6603-220 148.09
25965	1047 DELL MARKETING L.P.	6/10/2016	3,498.94	EX 01-6101-330 3,498.94
25966	1029 EMPLOYEE ASSISTANCE SERVICES	6/10/2016	128.58	MAY 2016 COUNSELLING SERVICES EX 01-6102-171 21.43 EX 01-6101-171 21.43 EX 01-6000-171 21.43 EX 01-6602-171 21.43 EX 01-6302-171 21.43 EX 01-6603-171 21.43
25967	1040 EMPLOYEES RETIREMENT SYSTEM	6/10/2016	52,797.46	MAY 2016 REMITTANCE EX 01-2031-000 52,797.46
25968	1067 EXPRESS OIL CHANGE LLC	6/10/2016	54.98	FULL SERVICE OIL CHANGE EX 01-6102-144 54.98
25969	1056 GOODYEAR AUTO SERVICE CENTER	6/10/2016	678.15	EX 01-6101-122 678.15
25970	2525 GREATER BIRMINGHAM	6/10/2016	883.33	MAY 2016 ANIMAL CONTROL EX 01-6302-192 883.33
25971	1090 HAND ARENDALT, L.L.C.	6/10/2016	320.00	GOLDMAN JUNE 2016 EX 01-6000-111 320.00

Check No	Vendor	Check Date	Check Amount	-----Distribution/Remarks-----
25972	1201 HARRIS INSURANCE INC.	6/10/2016	52,649.75	POLICY CHANGE EX 01-1515-000 52,726.75 EX 01-6102-180 -77.00
25973	1207 HATCHER HEAVY DUTY SERVICES	6/10/2016	525.00	REPAIR ORDER 222 EX 01-6302-144 525.00
25974	1238 JAN-PRO OF NORTH ALABAMA	6/10/2016	355.00	JUNE 2016 JANITORIAL SERVICE EX 01-6000-141 355.00
25975	2520 KYOCERA	6/10/2016	60.00	EX 01-6101-143 60.00
25976	1059 MCGAIN UNIFORMS	6/10/2016	85.00	BOOTS EX 01-6102-113 85.00
25977	1097 MCPHERSON ALABAMA TAX EXEMPT	6/10/2016	1,894.14	MAY 2016 GASOLINE EX 01-6101-122 1,870.42 EX 01-6102-122 23.72
25978	1134 NAFECO INC.	6/10/2016	51.27	GENESIS STABILIZER EX 01-6102-146 51.27
25979	1319 VOID-VOID-VOID-VOID	6/10/2016	0.00	Voided Check
25980	1319 O'REILLY AUTO PARTS	6/10/2016	175.81	WIPER BLADES EX 01-6302-129 13.42 EX 01-6101-144 6.99 EX 01-6102-142 2.27 EX 01-6302-129 1.34 EX 01-6302-129 2.21 EX 01-6302-129 2.33 EX 01-6302-129 16.19 EX 01-6302-129 6.78 EX 01-6302-129 6.79 EX 01-6302-129 7.18 EX 01-6302-129 2.99 EX 01-6102-142 38.08 EX 01-6302-129 43.26 EX 01-6102-142 168.94 EX 01-6102-142 -168.94 EX 01-6102-142 25.98
25981	1041 PHIRAF-DEFERRED COMPENSATION	6/10/2016	2,172.00	MAY 2016 REMITTANCE EX 01-2044-000 2,172.00

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
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25982

1031

PEOPLES FIRST FEDERAL

6/10/2016

2,722.99

EX 01-6101-410 83.21

EX 01-6101-420 1,320.64

EX 01-6302-410 78.73

EX 01-6302-420 1,240.41

6/10/2016

PINNACLE NETWORK, LLC

1,844.97

EX 01-6101-123 1,229.98

EX 01-6101-123 614.99

6/10/2016

QUALITY FIRE TRUCK PARTS LLC

69.50

SIGHT PLUG EX 01-6102-146 69.50

25985

2150

QUALITY PETROLEUM

6/10/2016

2,831.35

MAY 2016 GASOLINE EX 01-6102-122 648.48

EX 01-6302-122 2,134.26

EX 01-6602-122 48.61

25986

1077

QUILL

6/10/2016

391.70

RING BINDER EX 01-6000-121 63.98

EX 01-6000-121 31.28

EX 01-6000-121 51.99

EX 01-6000-121 54.47

EX 01-6000-121 149.99

EX 01-6000-121 39.99

25987

1115

REVENUE DISCOVERY SYSTEMS-RDS

6/10/2016

7,891.35

SALES/OCC/RENTAL/BUS LICENSE EX 01-6000-523 799.45

EX 01-6000-524 865.20

EX 01-6000-525 2,334.96

EX 01-6000-526 3,751.74

EX 01-6000-528 140.00

25988

1049

RICHARDSON HARDWARE COMPANY

6/10/2016

512.68

ADMINISTRATION MAY 2016 EX 01-6000-141 22.46

EX 01-6102-141 112.37

EX 01-6101-141 22.62

EX 01-6302-129 355.23

25989

1338

ROCIG

6/10/2016

300.00

JUL 2016 - JUN 2017 SERVICE FE EX 01-6101-207 300.00

25990

1016

SEWER AND WATER BILL

6/10/2016

1,077.25

LIBRARY MAY 2016 EX 01-6603-150 241.31

EX 01-6602-150 151.64

EX 01-6101-150 288.79

EX 01-6102-150 288.78

EX 01-6302-150 106.73

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	Distribution/Remarks
25991	2262	SOUTHERN STATES		6/10/2016	207.00	MAY 2016 REMITTANCE EX 01-2039-000
25992	1151	SOUTHERNLING WIRELESS		6/10/2016	30.49	EX 01-6101-161
25993	1166	TARRANT BOARD OF EDUCATION		6/10/2016	17,308.20	MAY 2016 REMITTANCE EX 01-6700-902 EX 01-6700-904 EX 01-6700-907 EX 01-6700-906 EX 01-6700-900 EX 01-6700-903
25994	1096	TARRANT ELECTRIC DEPARTMENT		6/10/2016	3,186.63	MAY 2016 - JUNEAU, LYNN EX 01-6000-103
25995	1118	TERMINIX		6/10/2016	58.00	PEST CONTROL 352124383 RE-ISSU EX 01-6302-148
25996	1177	UNION SECURITY INSURANCE CO.		6/10/2016	549.78	JUNE 2016 REMITTANCE EX 01-6000-107 EX 01-6102-107 EX 01-6101-107 EX 01-6302-107 EX 01-6602-107 EX 01-6603-107
25997	1021	VERIZON WIRELESS		6/10/2016	856.71	EX 01-6000-161 EX 01-6302-161 EX 01-6602-161 EX 01-6102-161 EX 01-6101-161
25998	1254	VULCAN CONSTRUCTION		6/10/2016	687.23	EX 01-6302-191
25999	1087	WESTWOOD AUTO PARTS, INC.		6/10/2016	16.41	CONTROL KNOB EX 01-6101-144 EX 01-6102-146

Number Of Checks: 49

Total Check Amount: 165,704.08

Date: 6/10/2

Time: 15:46

User: SHERRI

Fund Control: 10

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
26000	2521	ALABAMA LAW ENFORCEMENT AGENCY		6/10/2016	300.00	APRIL 1, 2016 - JUNE 30, 2016 EX 10-6200-148

Number Of Checks: 1
Total Check Amount: 300.00

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File ID: AP16

Date: 6/10/2

Time: 15:46

User: SHRRRI

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File ID: AP16

Fund Control: 20

Check No	Vendor	Number Of Checks	Total Check Amount	Check Date	Check Amount	-----Distribution/Remarks/Remarks-----
26001	1004 AAA ENVIRONMENTAL SERVICES			6/10/2016	28.00	MULTIFOLD TOWELS
26002	1216 CHARM-TEX			6/10/2016	55.80	TOOTHPASTE
26003	1607 EGONO PRINTING SERVICE, INC.			6/10/2016	104.00	ENVELOPES
26004	2493 FOOD OUTLET #69			6/10/2016	224.44	PRISONER MEALS MAY 24, 2016
26005	1265 GEORGE, JAMES P. JR.			6/10/2016	110.00	COURT JUNE 7, 2016
26006	1217 RENO PLUMBING			6/10/2016	180.00	UNSTOP SHOWER
26007	1352 TARRANT APPLIANCE WHOLESALERS			6/10/2016	85.00	EX 20-6200-142
			787.24	7		

Date: 6/10/2

Time: 15:46

User: SHERRI

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File ID: AP16

Fund Control: 40

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
26008	1413	AT & T		6/10/2016	1,097.83	205 M78-6595 595 0547 JUNE 201 EX 40-6600-161

Number Of Checks: 1

Total Check Amount: 1,097.83

Number Of Checks: 58

Total Check Amount: 167,889.15

** Final Totals **

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
26009	1013	ALABAMA POWER		6/14/2016	372.76	EX 01-6000-151 372.76
26010	2403	AYCOCK, MIKE		6/14/2016	240.00	DISPATCHER MAY 28 - JUNE 11, 2 EX 01-6101-119 240.00
26011	1940	BENCHMARK CHRYSLER JEEP DODGE		6/14/2016	26.96	EX 01-6101-144 26.96
26012	1067	EXPRESS OIL CHANGE LLC		6/14/2016	170.97	FULL SERVICE OIL CHANGE EX 01-6101-122 64.99 EX 01-6101-122 52.99 EX 01-6101-122 52.99
26013	1031	PEOPLES FIRST FEDERAL		6/14/2016	620.00	DEDUCTIONS THRU JUNE 10, 2016 EX 01-2037-000 620.00
26014	1220	PETERBILT OF BIRMINGHAM, LLC		6/14/2016	38.20	LENS EX 01-6102-146 38.20
26015	2014	SANTEK ENVIRONMENTAL OF AL LLC		6/14/2016	2,874.27	EX 01-6302-191 2,874.27
26016	1846	ST. VINCENT'S EAST		6/14/2016	466.53	MAY 2016 PHARMACY CHARGES EX 01-6102-201 466.53
26017	1981	TECHNOLOGY CAPITAL LLP		6/14/2016	212.10	EX 01-6000-143 212.10
26018	2362	TOOLS PLUS INDUSTRIES		6/14/2016	95.88	SAFETY GLASSES EX 01-6302-129 95.88
26019	1693	TRIGREEN EQUIPMENT, LLC		6/14/2016	80.68	EX 01-6302-129 80.68

Number Of Checks: 11
 Total Check Amount: 5,198.35

Date: 6/14/2

Time: 12:28

User: SHERRI

Fund Control: 20

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
26020	1102	COLE, ALICIA		6/14/2016	80.00	INTERPRETER THRU JUNE 10, 2016 EX 20-6200-103
					80.00	

Number Of Checks: 1

Total Check Amount: 80.00

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File ID: AP16

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
26021	1549	GOODWYN, MILLS AND CAMOOD, INC		6/14/2016	5,000.00	EX 24-6904-331
		Number Of Checks:		1	5,000.00	
		Total Check Amount:		5,000.00		
** Final Totals **		Number Of Checks:		13	10,278.35	
		Total Check Amount:		10,278.35		

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
26022	1004	AAA ENVIRONMENTAL SERVICES		6/14/2016	75.38	LINERS
					36.88	EX 01-6602-124
					38.50	EX 01-6602-124
26023	1008	ACS TECHNOLOGIES		6/14/2016	210.68	
					98.49	EX 01-6000-143
					112.19	EX 01-6000-143
26024	1558	ANNE-MARIE ADAMS		6/14/2016	435.00	
					435.00	MAY 2016 - EVANS, SCOTT
					435.00	EX 01-2025-000
26025	2569	DISTRICT COURT		6/14/2016	318.32	
					318.32	MAY 2016 EDWARDS, VICTOR
					318.32	EX 01-2025-000
26026	1275	JEFFERSON COUNTY LIBRARY		6/14/2016	1,267.25	
					1,267.25	EX 01-6603-223
26027	1262	LOWE'S		6/14/2016	1,510.90	
					1,510.90	PARK MAY 2016 CHARGES
					122.55	EX 01-6302-141
					1,388.35	EX 01-6602-141
26028	2068	MOODY, KAREN		6/14/2016	400.00	
					400.00	EX 01-6603-223
26029	1049	RICHARDSON HARDWARE COMPANY		6/14/2016	633.94	
					633.94	PARK MAY 2016
					633.94	EX 01-6602-141
26030	2173	SWANN, MICHAEL		6/14/2016	46.96	
					46.96	MAY 2016 WATER USAGE
					46.96	EX 01-6000-150

Number Of Checks: 9
Total Check Amount: 4,898.43

Fund Control: 10

Check No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
26031	1158	ALABAMA CRIME VICTIMS COMP COM	6/14/2016	442.00	MAY 2016 REMITTANCE EX 10-2039-000
26032	1162	ALABAMA PEACE OFFICERS ANNUITY	6/14/2016	578.00	MAY 2016 REMITTANCE EX 10-2029-000
26033	1938	CHIEF FINANCE OFFICER	6/14/2016	93.00	MAY 2016 REMITTANCE EX 10-2054-000
26034	2324	CIRCUIT CLERK JUDICIAL ADM FUND	6/14/2016	236.79	MAY 2016 REMITTANCE EX 10-2057-000
26035	2322	DISTRICT ATTY SOLICITORS FUND	6/14/2016	1,561.00	MAY 2016 REMITTANCE EX 10-2055-000
26036	2325	PRESIDING CIRCUIT JUDGE ADM FUND	6/14/2016	236.79	MAY 2016 REMITTANCE EX 10-2057-000
26037	2323	STATE JUDICIAL ADMIN FUND	6/14/2016	909.42	MAY 2016 REMITTANCE EX 10-2058-000
Number Of Checks: 7 Total Check Amount: 4,057.00					
Number Of Checks: 16 Total Check Amount: 8,955.43					
** Final Totals **					

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
26038	1004	AAA ENVIRONMENTAL SERVICES		6/15/2016	194.41	SANITARY SUPPLIES EX 01-6000-124 194.41
26039	2030	AIR SOLUTIONS		6/15/2016	539.00	SERVICE CALL EX 01-6602-141 539.00
26040	2405	ALGAS, INC. OF GARDENDALE		6/15/2016	211.70	EX 01-6602-122 211.70
26041	1148	BIRMINGHAM FREIGHTLINER		6/15/2016	946.51	EX 01-6302-144 946.51
26042	2229	BRYANT, JOHN T.		6/15/2016	195.80	2016 AL LEAGUE OF MUNICIPALITI EX 01-6000-170 195.80
26043	1108	LOCAL GOVERNMENT HEALTH		6/15/2016	43,419.00	JUNE 2016 REMITTANCE EX 01-6000-106 2,343.00 EX 01-6102-106 6,156.00 EX 01-6101-106 13,985.00 EX 01-6302-106 5,972.00 EX 01-6602-106 1,418.00 EX 01-6603-106 392.00 EX 01-2026-000 12,292.00 EX 01-6000-199 861.00
26044	1077	QUILL		6/15/2016	227.96	FILING CART EX 01-6000-121 39.99 EX 01-6602-206 99.99 EX 01-6000-121 87.98
26045	1505	WARD & WILSON, L.L.C.		6/15/2016	1,671.88	JUNE 2016 RECORDER JUDGE EX 01-6000-117 1,671.88
Number Of Checks: 8						
Total Check Amount: 47,406.26						

Date: 6/15/2
 Time: 11:59
 User: SHERRI
 Fund Control: 10

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 File ID: AP16

Check No	Vendor	Check Date	Check Amount	Check No	Vendor	Check Date	Check Amount
26047	1157 FINANCE DEPARTMENT, STATE	6/15/2016	6,525.78	MAY 2016 REMITTANCE	EX 10-2036-000		180.00
					EX 10-2030-000		2,182.50
					EX 10-2034-000		642.00
					EX 10-2032-000		786.00
					EX 10-2043-000		1,025.00
					EX 10-2047-000		188.00
					EX 10-2048-000		1,193.00
					EX 10-2049-000		277.50
					EX 10-2050-000		40.00
					EX 10-2062-000		3.93
					EX 10-2061-000		7.85
26046	2322 DISTRICT ATTY SOLICITORS FUND	6/15/2016	82.57	MAY 2016 REMITTANCE	EX 10-2056-000		82.57

** Final Totals **
 Number Of Checks: 10
 Total Check Amount: 54,014.61
 Number Of Checks: 2
 Total Check Amount: 6,608.35

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
26048	1009	ACTION TIRE CO.		6/16/2016	27.50	TIRES EX 01-6302-122
26049	2460	ALSCO - BIRMINGHAM		6/16/2016	30.84	MATS EX 01-6000-141
26050	1978	ARGO POWER EQUIPMENT INC.		6/16/2016	97.69	BELT/BLADE EX 01-6302-129 EX 01-6302-129
26051	1413	AT & T		6/16/2016	530.00	205 M20-20-7251 001 0545 JUNE EX 01-6603-223
26052	1027	FLAIL-MASTER		6/16/2016	106.31	PACKAGE SHOE WEAR PLATE EX 01-6302-129
26053	2606	INSITE ENGINEERING		6/16/2016	2,081.87	2,081.87 EX 01-6302-114
26054	1960	SOLID WASTE ASSOCIATION OF		6/16/2016	212.00	SEPTEMBER 1, 2016 - AUGUST 31, EX 01-6302-191
26055	1693	TRIGREEN EQUIPMENT, LLC		6/16/2016	33.10	33.10 TOGGLE EX 01-6302-129

Number Of Checks: 8
 Total Check Amount: 3,119.31

Date: 6/16/2016

Time: 13:58

User: SHERRI

CITY OF TARRA

Check Regis

File ID: AP16

Page: 2

Id: AP

Id: AP

Fund Control: 26

Check No	Voucher No	Vendor Name	Check Date	Check Amount	-----Distribution/Remarks-----
26056	1549	GOODWYN, MILLS AND CAWOOD, INC	6/16/2016	21,077.03	
				10,523.69	EX 26-6907-331
				10,553.34	EX 26-6907-331

Number Of Checks: 1
Total Check Amount: 21,077.03

Number Of Checks: 9
Total Check Amount: 24,196.34

** Final Totals **

Date: 6/16/2
 Time: 15:09
 User: SHERRI

Fund Control: 01

CITY OF TARI
 Check Register
 File ID: AP16

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
26057		2019	AUTOZONE	6/16/2016	156.73	OIL/FILTERS
					28.85	EX 01-6602-144
					5.51	EX 01-6602-144
					35.12	EX 01-6602-144
					47.49	EX 01-6602-144
					6.38	EX 01-6602-144
					5.51	EX 01-6602-144
					18.38	EX 01-6602-144
					9.49	EX 01-6602-144
26058		2626	THREATTRACK	6/16/2016	662.20	EX 01-6101-148
					662.20	

Number Of Checks: 2
 Total Check Amount: 818.93

Number Of Checks: 2
 Total Check Amount: 818.93

** Final Totals **

Date: 6/09/2016
Time: 10:01
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 61

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
1	1033	CITY OF TARRANT		6/09/2016	89.00	CORRECT POSTING ERROR EX 61-4614-000

Number Of Checks:	1	Total Check Amount:	89.00
Number Of Checks:	1	Total Check Amount:	89.00

** Final Totals **

Motion for payment of the above list of payroll and expense vouchers was seconded by Councilmember Middlebrooks, regularly put and upon roll call thereon; the vote was as follows:

AYES: Councilmembers Anderson, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Bryant and Matthews

Whereupon Mayor Pro Tem Horton moved that the meeting be adjourned. Said motion was seconded by Councilmember Middlebrooks, regularly put and carried, whereupon the meeting was adjourned at 7:30 p.m.

READ AND APPROVED THIS THE 11TH DAY OF JULY, 2016.

Loxcil B. Tuck

LOXCIL B. TUCK, MAYOR

Attest:

Lillian A. Keith

Lillian A. Keith, City Clerk