

PRE-COUNCIL MEETING OF THE CITY OF TARRANT, ALABAMA

HELD ON MONDAY, MAY 23, 2016

The City Council of the City of Tarrant, Alabama met in a regular Pre-council Meeting, on Monday, May 23, 2016 at 6:00 p.m. at City Hall.

The purpose of said meeting was to review the Monday, May 23, 2016 agenda of the 7:00 p.m. regularly scheduled City Council Meeting.

The following officials were present:

Catherine "Cathy" Anderson	Councilmember
John T. "Tommy" Bryant	Councilmember
Laura D. Horton	Mayor Pro Tem
Debra M. Matthews	Councilmember
Betty S. Middlebrooks	Councilmember
Loxcil B. Tuck	Mayor

The following department heads and/or representatives were present:

Ken Jones
Chris O'Rear
James Phillips
Lieutenant Larry Rice
Chief Jason Rickels
Joe Schmitt
Lillian A. Keith

The following department heads were absent:

Patrick Coleman
Chief Dennis Reno

Also in attendance:

Mrs. Gail Hill, Administrative Assistant City of Tarrant

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

Whereupon, Mayor Pro Tem Horton made a motion calling for an Executive Session (6:16 p.m.) to discuss with the City Attorney controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated if the Council pursues a proposed course of action and for the purpose of discussing with the City's attorney the consideration the body is willing to offer or accept when considering to buy, sell, lease, or exchange real property or when considering the market value of real property. . Said motion was seconded by Councilmember Bryant regularly put and upon roll call, the vote thereon was as follows:

AYES: Councilmembers Anderson, Bryant, Horton, Matthews, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Absent

The Recording Secretary announced the vote, whereupon Mayor Tuck declared that the motion had carried and that the City Council would reconvene following the Executive Session, to begin the Regular City Council Meeting. The Executive Session ended at 7:05 p.m.

READ AND APPROVED THIS THE 6TH DAY OF JUNE, 2016.

APPROVED: *Loxtil 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, MAY 23, 2016

The Honorable City Council of the City of Tarrant, Alabama reconvened into regular session, on the 23rd day of May, 2016 at 7:05 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 Chief Lieutenant Larry Rice 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
John T. "Tommy" Bryant	Councilmember
Laura D. Horton	Mayor Pro Tem
Debra M. Matthews	Councilmember
Betty S. Middlebrooks	Councilmember
Loxcil B. Tuck	Mayor

Mayor Loxcil B. Tuck stated that the Councilmembers had been provided with copies of the following minutes:

City Council Work Session held on Thursday, April 28, 2016
Pre-council Meeting held on Monday, May 2, 2016
Regular City Council Meeting held on Monday, May 2, 2016
Special Called Meeting of the City Council held on Wednesday, May 11, 2016

Mayor Tuck asked if there were any additions or corrections. The motion was made by Mayor Pro Tem Horton and seconded by Councilmember Bryant, to approve said minutes as written, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Bryant, Horton, Matthews, Middlebrooks, and Mayor Tuck

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared the minutes approved and legally adopted.

Mayor Tuck stated that she, the City Council and Attorney Goldman had attended the Annual Alabama Municipal League Convention, Saturday, May 14, 2016 through Tuesday, May 17, 2016. Mayor Tuck stated that the convention had been held in Huntsville, Alabama, at the Von Braun Civic Center and the Embassy Suites Hotel. Mayor Tuck explained that the Convention had been beneficial in training and information. Mayor Tuck stated that she felt that the convention had been the best League Convention that she had attended. Mayor Tuck stated

that the next League Convention would be held in Birmingham, Alabama, at the Birmingham-Jefferson Convention Complex, May 20 – 23, 2017.

Mayor Pro Tem Horton stated that Finance Committee Meeting would be held on Wednesday, May 25, 2016 at 5:30 p.m., in the Conference Room at City Hall.

Councilmember and Utility Committee Chairperson Deborah Matthews reported that a Utility Committee Meeting had been held, on Thursday, May 5, 2016. Chairperson Matthews stated that the next meeting of the Utility Committee would be held with TVA. Chairperson Matthews explained the purpose of the meeting would be to update the Utility Committee on their decision, regarding the Tarrant Electric Department Service Policies and Procedures. Chairperson Matthews stated that the Utility Committee also plans to discuss the Tarrant Electric Department Budget, for FY 2016-2017. Chairperson Matthews stated that the date and time of the next Utility Committee Meeting has not been confirmed, but would be announced and posted, when the date and time are available.

Mayor Tuck stated that the next item on the agenda would be a public hearing, for consideration of proposed cost assessments, due to grass and weed violations. Mayor Tuck therefore opened the public hearing, for the following properties (read Councilmember John T.

"Tommy" Bryant):

<u>Street #</u>	<u>Street Name</u>	<u>City & State</u>	<u>Zip Code</u>	<u>Parcel I.D. Number</u>
<u>Lot @721</u>	<u>Fulton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-017-005.000-RR-00</u>
<u>Lot @729</u>	<u>Fulton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-017-003.000-RR-00</u>
<u>Lot @800</u>	<u>Fulton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-014-009.000-RR-00</u>
<u>906</u>	<u>Fulton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-005-011.000-RR-01</u>
<u>1342</u>	<u>Fulton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-014-016.000-RR-00</u>
<u>1361</u>	<u>Fulton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-019-011.000-RR-00</u>
<u>1380</u>	<u>Fulton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-013-015.000-RR-00</u>
<u>Lot@1385</u>	<u>Fulton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-019-005.000-RR-00</u>
<u>721</u>	<u>Jackson Boulevard</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-018-005.000-RR-00</u>
<u>Lot @828</u>	<u>Jackson Boulevard</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-013-015.000-RR-00</u>
<u>704</u>	<u>Jefferson Boulevard</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-016-012.000-RR-00</u>
<u>708</u>	<u>Jefferson Boulevard</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-016-013.000-RR-00</u>
<u>Lot@1216</u>	<u>Fulton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-006-015.000-RR-00</u>
<u>825</u>	<u>Overton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-013-004.000-RR-00</u>
<u>829</u>	<u>Overton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-013-003.000-RR-00</u>
<u>840</u>	<u>Overton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-012-010.000-RR-00</u>
<u>905</u>	<u>Overton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-006-005.000-RR-00</u>
<u>1013</u>	<u>Overton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-07-1-002-002.000-RR-00</u>
<u>Lot@1064</u>	<u>Overton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-05-3-034-009.000-RR-00</u>
<u>1068</u>	<u>Overton Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-05-3-034-010.000-RR-00</u>
<u>Lot@1209</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-016-011.000-RR-00</u>
<u>1246</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-008-019.000-RR-00</u>
<u>1257</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-015-006.000-RR-00</u>
<u>1261</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-015-005.000-RR-00</u>
<u>1265</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-015-004.000-RR-00</u>
<u>1273</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-015-002.000-RR-00</u>
<u>1317</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-014-004.000-RR-00</u>
<u>1330</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-011-021.000-RR-00</u>
<u>1342</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-2-011-024.000-RR-00</u>
<u>1436</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-1-017-014.000-RR-00</u>
<u>Lot@1447</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-00-08-1-020-007.000-RR-00</u>

Mayor Tuck asked if there was anyone else present who wish to speak, in regards to these properties. Mayor Tuck closed the public hearing, as no one requested to speak.

Whereupon, Councilmember Bryant introduced the following proposed resolution:

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8214

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 May 23, 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 23RD DAY OF MAY 2016.

ATTEST:

LOXCIL B. TUCK, MAYOR

Lillian A. Keith, City Clerk

EXHIBIT "A"

<u>Street #</u>	<u>Street Name</u>	<u>City & State</u>	<u>Zip Code</u>	<u>Parcel I.D. Number</u>
Lot @721	Fulton Avenue	Tarrant, AL	35217	23-00-07-1-017-005.000-RR-00
Lot @729	Fulton Avenue	Tarrant, AL	35217	23-00-07-1-017-003.000-RR-00
Lot @800	Fulton Avenue	Tarrant, AL	35217	23-00-07-1-014-009.000-RR-00
906	Fulton Avenue	Tarrant, AL	35217	23-00-07-1-005-011.000-RR-01
1342	Fulton Avenue	Tarrant, AL	35217	23-00-08-2-014-016.000-RR-00
1361	Fulton Avenue	Tarrant, AL	35217	23-00-08-2-019-011.000-RR-00
1380	Fulton Avenue	Tarrant, AL	35217	23-00-08-2-013-015.000-RR-00
Lot@1385	Fulton Avenue	Tarrant, AL	35217	23-00-08-2-019-005.000-RR-00
721	Jackson Boulevard	Tarrant, AL	35217	23-00-07-1-018-005.000-RR-00
Lot @828	Jackson Boulevard	Tarrant, AL	35217	23-00-07-1-013-015.000-RR-00
704	Jefferson Boulevard	Tarrant, AL	35217	23-00-07-1-016-012.000-RR-00
708	Jefferson Boulevard	Tarrant, AL	35217	23-00-07-1-016-013.000-RR-00
Lot@1216	Fulton Avenue	Tarrant, AL	35217	23-00-08-2-006-015.000-RR-00
825	Overton Avenue	Tarrant, AL	35217	23-00-07-1-013-004.000-RR-00
829	Overton Avenue	Tarrant, AL	35217	23-00-07-1-013-003.000-RR-00
840	Overton Avenue	Tarrant, AL	35217	23-00-07-1-012-010.000-RR-00
905	Overton Avenue	Tarrant, AL	35217	23-00-07-1-006-005.000-RR-00
1013	Overton Avenue	Tarrant, AL	35217	23-00-07-1-002-002.000-RR-00
Lot@1064	Overton Avenue	Tarrant, AL	35217	23-00-05-3-034-009.000-RR-00
1068	Overton Avenue	Tarrant, AL	35217	23-00-05-3-034-010.000-RR-00
Lot@1209	Park Avenue	Tarrant, AL	35217	23-00-08-2-016-011.000-RR-00
1246	Park Avenue	Tarrant, AL	35217	23-00-08-2-008-019.000-RR-00
1257	Park Avenue	Tarrant, AL	35217	23-00-08-2-015-006.000-RR-00
1261	Park Avenue	Tarrant, AL	35217	23-00-08-2-015-005.000-RR-00
1265	Park Avenue	Tarrant, AL	35217	23-00-08-2-015-004.000-RR-00
1273	Park Avenue	Tarrant, AL	35217	23-00-08-2-015-002.000-RR-00
1317	Park Avenue	Tarrant, AL	35217	23-00-08-2-014-004.000-RR-00
1330	Park Avenue	Tarrant, AL	35217	23-00-08-2-011-021.000-RR-00
1342	Park Avenue	Tarrant, AL	35217	23-00-08-2-011-024.000-RR-00
1436	Park Avenue	Tarrant, AL	35217	23-00-08-1-017-014.000-RR-00
Lot@1447	Park Avenue	Tarrant, AL	35217	23-00-08-1-020-007.000-RR-00

Whereupon, Councilmember Bryant moved for the adoption of Resolution

Number 8214. Motion for the adoption of Resolution Number 8214 was seconded by

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

AYES: Councilmembers Anderson, Bryant, Horton, Matthews,

Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8214 duly and legally adopted.

Whereupon, Councilmember Bryant introduced the following proposed resolution:

RESOLUTION NO. 8215

A RESOLUTION TO CONTRACT WITH THE GREATER BIRMINGHAM HUMANE SOCIETY FOR ANIMAL CONTROL AND POUND SERVICES

WHEREAS, January of 2016, the Jefferson County Commission issued an Invitation to Bid No. 4 – 16 (“ITB”) on behalf of the Purchasing Association of Central Alabama (“PACA”) and its Members, whereby it would accept sealed bids for Animal Control and Pound Services pursuant to the ITB; and

WHEREAS, January of 2016 Jefferson County awarded the bid pursuant to the ITB No. 4 – 16, as amended, to The Greater Birmingham Humane Society, Inc. (“GBHS”); and

WHEREAS, the Services, defined herein, to be performed under the ITB may be performed by a subcontractor of the GBHS which is The Greater Birmingham Humane Society Animal Care and Control, LLC (“Vendor”); and

WHEREAS, the City of Tarrant (“City”), as a Member of PACA, is entitled to enter into an Agreement for Animal Control Services as set out in the ITB (the “Services”); and

WHEREAS, the ITB includes pound services to be paid on a pro rata basis to Jefferson County (the “Pound Services”) but does not include animal control field services for municipalities with a population over 5,000 pursuant to the Code of Alabama 1975, Section Title 3-7A-7; and

WHEREAS, the City of Tarrant desires to retain GBHS to perform Field Services for eight hours per month, excluding where applicable Pound Services; and

NOW, THEREFORE, BE IT RESOLVED by the City Council (the “Council”) of the City:

Section 1. Recitals. The foregoing Recitals are incorporated herein by reference and form an integral part of this Resolution.

Section 2. Invitation to Bid 4-16. GBHS has acknowledged that the terms of the ITB are hereby offered to the City and shall be incorporated into the provision of Services provided for in this resolution.

Section 3. Public Purpose. The Council does hereby ascertain, determine, declare and find that GBHS provision of the Services and entering into an agreement as provided in Section 5 will serve a public purpose and is necessary and desirable, and in the best interest of the City and the health, safety and welfare of its inhabitants, by allowing for the humane control and care of animals in the City and access to pound facilities. The Council finds that the above-cited items constitute important public benefits to the City and its citizens.

Section 4. Approval to Perform the Services. GBHS submitted a “Price Sheet” in response to the ITB, which is attached as Exhibit “A” hereto and incorporated by reference as if set out fully herein, (the “Price Sheet”) and the Council hereby approves and authorizes GBHS to perform the Services as set out in the ITB in the City and the City shall pay GBHS the cost not to exceed the amounts set forth in the Price Sheet, excluding where applicable Pound Services paid pro-rata to Jefferson County, as provided in the ITB.

Section 5. Agreement for Services. The Price Sheet sets forth the prices for the Services to be performed by GBHS in the City. The Mayor of the City is hereby authorized and directed to negotiate with GBHS on behalf of the City and execute and deliver on behalf of the City an agreement in substantially the form set forth in Exhibit “B”, with such changes or additions to such agreement as the Mayor of the City shall approve, which approval shall be conclusively evidenced by his or her execution of the agreement and attestation by the City Clerk.

Section 6. Approved Subcontractor. Vendor was expressly incorporated into the response to the ITB to perform services for GBHS as a subcontractor. Vendor, as a subcontractor, is hereby approved to perform all or a portion of the Services for the City.

Section 7. Other Necessary Action. The officers and staff of the Council and Mayor are hereby authorized to take such other action as may be necessary or desirable to carry out the provisions of this resolution.

Section 8. Relationship. GBHS is an independent contractor of the City. This resolution does not create any partnership, joint venture or principal-agent relationship between the City and GBHS. Further, the City retains no control or authority with respect to its means and methods in which GBHS (or any of its employees, subcontractors, or representatives) performs the Services.

Section 9. Provisions of Resolution a Contract. The terms, provisions and conditions set forth in this resolution constitute a contract between the City and GBHS conferring all necessary legal authority for GBHS to perform the Services in the City and shall remain in effect until an agreement is executed in accordance with Section 5 of this resolution or one year, whichever is earlier.

Section 10. Severability. If any provision in this resolution shall be invalid, illegal or enforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ADOPTED AND APPROVED this the 23rd day of May, 2016.

LOXCIL B. TUCK, MAYOR

ATTEST:

Lillian A. Keith, City Clerk

EXHIBIT A
Animal Control and Pound Services
 Price Sheet

1. Animal Control Field Services			
A.	Full time animal control vehicle (based on 40 hour work week)	\$ 7,083.00	per vehicle/per month
B.	Animal control vehicle	\$ 327.00	per vehicle/per day
C.	Animal control vehicle	\$ 41.00	per vehicle/per hour
D.	After hours and weekend	\$ 61.50	per vehicle/per hour (1/2 hour minimum)
2. Animal Boarding			
A.	Weaned Animal	\$ 42.00	per animal/per total stay
B.	Un-Weaned Animal	\$ 0.00	per animal/per total stay
C.	Quarantined Animal	\$ 9.00	per animal/per day
D.	Livestock	\$ 6.00	per animal/per day
3. Pricing for Animals Seized Under the Authority of the Pet Protection Act			
A.	Boarding	\$ 6.00	per day
B.	Medical Care	\$ 12.00	total cost
C.	Euthanasia	\$ 10.00	per animal
4. Adoptions with Alteration			
A.	Dog	\$ 60.00	per animal
B.	Cat	\$ 50.00	per animal
5. Rabies Test Preparation			
A.	Office Bring In	\$ 7.00	per animal
B.	Field Pick Up	\$ 11.00	per animal
6. Out of County Surrenders			
A.	Owned	\$ 15.00	per animal
B.	Stray	\$ 20.00	per animal
7. Euthanasia Service Only			
A.	Euthanasia	\$ 10.00	per animal
8. Law Enforcement Requested Service Not Mandated by Law or Local Ordinance			
A.	Field Services: See Category 1 Above		
B.	Boarding	\$ 26.00	per animal/per day
C.	Euthanasia: See 3C Above		
9. Animal Rescue Services			
A.	Rabies Vaccination	\$ 6.00	per animal
B.	Preventative Vaccines	\$ 15.00	per animal

Prices Quoted Per Amendment 2 of ITB 4-16

EXHIBIT B
[FORM OF]
Animal Control Services
Fee for Service Contract

THIS AGREEMENT entered into this 23rd day of May, 2016, by and between the City of Tarrant, Alabama (hereinafter "City") and The Greater Birmingham Humane Society, Inc. (hereinafter "Vendor").

WHEREAS, on January, 2016, the Jefferson County Commission issued an Invitation to Bid No. 4 – 16 ("ITB") on behalf of the Purchasing Association of Central Alabama ("PACA") and its Members, whereby it would accept sealed bids for Animal Control and Pound Services pursuant to the ITB; and

WHEREAS, on January, 2016 Jefferson County awarded the bid pursuant to the ITB No. 4 – 16, as amended, to The Greater Birmingham Humane Society, Inc.; and

WHEREAS, the Services, defined herein, to be performed under the ITB may be performed by a sub-Contractor of the GBHS which is The Greater Birmingham Humane Society Animal Care and Control, LLC; and

WHEREAS, the City, as a Member of PACA, is entitled to enter into an Agreement with for Animal Control Services as set out in the ITB (the "Services"); and

WHEREAS, the ITB includes pound services to be paid on a pro-rata basis to Jefferson County (the "Pound Services") but does not include animal control field services for municipalities with a population over 5,000 pursuant to the Code of Alabama 1975, Section Title 3-7A-7; and

WHEREAS, the City desires to Contract for Services, excluding where applicable Pound Services, on a fee for service basis; and

WHEREAS, the Vendor desires to furnish said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. ENGAGEMENT OF VENDOR: The City hereto agrees to engage the Vendor and the Vendor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICE: This contract results from the ITB. The terms of which are included herein by reference. The City desires to enter into a contract with the Vendor to provide the Services, excluding where applicable Pound Services, on a fee for services basis as described in the ITB and attached Price Sheet.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: This contract is for the earlier of one (1) year or until January 21, 2017, effective upon signatures of the below designated officials, and shall continue in effect unless termination notice is given as herein provided.

a. This term is subject to a sixty (60) day cancellation by either party for any reason, so long as proper notice is sent to the addresses as provided under Number 13 "Notices" of this Agreement.

b. Vendor shall provide at least a thirty (30) day notification of change to any hourly rate or boarding fee. Should a rate change occur and municipal funding is lacking, the City shall be permitted to terminate all services on the thirtieth day following the notification of a rate change.

4. COMPENSATION: The Vendor shall be compensated for services rendered, excluding where applicable Pound Services paid pro-rata to Jefferson County, as shown on the Price Sheet attached as Exhibit "A". With respect to Animal Control Field Services, Vendor will provide those services at \$41 per hour for two (2) hours per week. Vendor will invoice the City for the Services including basic monthly charge, veterinary fees and animal boarding fees no later than ten (10) days after the beginning of each month for the preceding month. City shall reimburse Vendor for invoiced services in a timely manner, not to exceed fourteen (14) days following receipt.

5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of the City. The City hereby approves all sub-Contractors included in the Vendor's response to the

ITB. Should the City authorize Vendor to subcontract (assign) any portion of this contract, Vendor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Vendor must maintain a continuous effective business relationship with the sub-Contractor(s) including, but not limited to, regular payment of all monies owed to any sub-Contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered to the City in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama.

7. STATEMENT OF CONFIDENTIALITY: Vendor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

8. INDEPENDENT CONTRACTOR: The Vendor acknowledges and understands that the performance of this contract is as an Independent Contractor and as such, the Vendor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the City will not be obligated for same under this contract.

9. NON-DISCRIMINATION POLICY: The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status, pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 1981, 1983, 1986 and all amendments thereto relevant to discriminatory employment practices. The Vendor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. In the event of Vendor's non-compliance with the equal opportunity clause of this contract, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further City contracts. This paragraph must also be included in any subcontract or purchase order by Vendor on behalf of the City. Vendor agrees to furnish to the City, upon request, reports, notices, policies and/or information certifying compliance with this policy.

10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Vendor shall furnish the City with information required for Form 1099 reporting and other pertinent data required by law.

11. TERMINATION OF CONTRACT: This contract may be terminated by the City with a sixty (60) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the City shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Vendor of any liability to the City for damages sustained by virtue of a breach by the Vendor.

12. LIABILITY: The Vendor will indemnify and hold harmless the City, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Vendor, its agents, sub-Contractors or employees under this contract. The City agrees, to the extent allowed by law, to indemnify and save harmless the Vendor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services unless negligence is found on part of Vendor.

13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

City of Tarrant
Attention: City Clerk
1604 Pinson Valley Parkway
Tarrant, Alabama 35217

The Greater Birmingham Humane Society, Inc.
300 Snow Drive
Birmingham, AL 35209

14. AMENDMENT OF AGREEMENT: This contract contains the entire understanding of the parties, does not change any term or provision of the contract and shall be valid or binding unless so amended by written instrument which has been executed or approved by the City. Any such amendment shall be attached to and made a part of this contract. A written request must be made to the City and an amended agreement will be executed.

15. INSURANCE: Vendor will maintain such insurance as required in the ITB and as will protect him and the City from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent upon request.

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend the City, its elected officers and employees, and agents (hereinafter referred to in this paragraph collectively as "City"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon the City because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of integrator, its employees, agents, representatives, or sub-Vendors, their employees, agents or representative in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the company and/or its sub-Vendors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the City, or its employees. Before beginning work, contract party shall file with the City a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance, the company must have in effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; and 3) Worker's Compensation and Employer's Liability.

17. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: 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.

18. COMPLETE CONTRACT: The above seventeen paragraphs or sections constitute the entire agreement. Any amendments or extensions must be made in accordance with the provisions stated herein.

THE GREATER BIRMINGHAM
HUMANE SOCIETY ANIMAL
CARE & CONTROL, LLC

CITY OF TARRANT
A Municipal Corporation

Signature

Signature

Print

Loxcil B. Tuck
MAYOR

Title

Date: May 24, 2016

ATTEST:

CITY CLERK

EXHIBIT A
Animal Control and Pound Services
 Price Sheet

1. Animal Control Field Services			
A.	Full time animal control vehicle (based on 40 hour work week)	\$ 7,083.00	per vehicle/per month
B.	Animal control vehicle	\$ 327.00	per vehicle/per day
C.	Animal control vehicle	\$ 41.00	per vehicle/per hour
D.	After hours and weekend	\$ 61.50	per vehicle/per hour (1/2 hour minimum)
2. Animal Boarding			
A.	Weaned Animal	\$ 42.00	per animal/per total stay
B.	Un-Weaned Animal	\$ 0.00	per animal/per total stay
C.	Quarantined Animal	\$ 9.00	per animal/per day
D.	Livestock	\$ 6.00	per animal/per day
3. Pricing for Animals Seized Under the Authority of the Pet Protection Act			
A.	Boarding	\$ 6.00	per day
B.	Medical Care	\$ 12.00	total cost
C.	Euthanasia	\$ 10.00	per animal
4. Adoptions with Alteration			
A.	Dog	\$ 60.00	per animal
B.	Cat	\$ 50.00	per animal
5. Rabies Test Preparation			
A.	Office Bring In	\$ 7.00	per animal
B.	Field Pick Up	\$ 11.00	per animal
6. Out of County Surrenders			
A.	Owned	\$ 15.00	per animal
B.	Stray	\$ 20.00	per animal
7. Euthanasia Service Only			
A.	Euthanasia	\$ 10.00	per animal
8. Law Enforcement Requested Service Not Mandated by Law or Local Ordinance			
A.	Field Services: See Category 1 Above		
B.	Boarding	\$ 26.00	per animal/per day
C.	Euthanasia: See 3C Above		
9. Animal Rescue Services			
A.	Rabies Vaccination	\$ 6.00	per animal
B.	Preventative Vaccines	\$ 15.00	per animal

Prices Quoted Per Amendment 2 of ITB 4-16

Whereupon, Councilmember Bryant moved for the adoption of Resolution Number 8215. Motion for the adoption of Resolution Number 8215 was seconded by Mayor Pro Tem Horton, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Anderson, Bryant, Horton, Matthews,
 Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8215 duly and legally adopted.

Whereupon, Councilmember Middlebrooks moved to amend the agenda by adding proposed Ordinance Number 1090, which motion was seconded by Councilmember Bryant and upon the said motion being put to vote, the following vote was recorded:

YEAS

Mayor Loxcil Tuck
Councilmembers: Cathy Anderson
John T. Bryant
Laura Horton
Deborah M. Matthews
Betty S. Middlebrooks

NAYS

Whereupon, Mayor Tuck thereupon declared that the motion to amend the agenda by adding proposed Ordinance Number 1090 had been unanimously carried.

Councilmember Middlebrooks introduced Ordinance No. 1090, in writing, and read the proposed ordinance at length:

ORDINANCE NO. 1090

AN ORDINANCE OF THE CITY OF TARRANT, ALABAMA, TO AUTHORIZE THE PURCHASE OF CERTAIN REAL PROPERTY.

WHEREAS, the City of Tarrant, Alabama (“the City”) desires to purchase certain real property as more fully described herein;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT AS FOLLOWS:

Section 1. The Mayor is hereby authorized, but not required, to purchase for the City certain real property more specifically described as follows from Star Recycling, Inc.:

Address

2518 Commerce Way, Tarrant, Alabama 35217

Parcel ID No.

23-00-05-2-001-003.019

Legal Description

Lot 1, according to a Resurvey as recorded in Map Book 188, Page 40, in the Office of the Judge of Probate of Jefferson County, Alabama of Lots 15-B of a Resurvey of Lot 11 and 15-B of Tarrant Industrial Park.

Section 2. Should the Mayor elect to make the purchase authorized by Section 1, a purchase price of One Hundred Ten Thousand Dollars and No Cents (\$110,000.00) is hereby authorized, plus the payment of any taxes, fees, or costs that the Mayor and the City Attorney deem necessary and expedient to complete the transaction.

Section 3. Should the Mayor elect to make the purchase authorized by Section 1, then the City Attorney should prepare and the Mayor is hereby authorized to execute on behalf of the City a sales agreement that will require Star Recycling, Inc. to vacate the property described in Section 1 by no later than June 30, 2016, and set forth such other terms that may be necessary in combination with the lease contemplated by Section 4 below;

Section 4. As further consideration to accomplish the purchase contemplated above, B. It is hereby established and declared that the following described real property of the City will not be needed for public or municipal purposes and/or that the lease will not interfere with any required public or municipal purpose from June 1, 2016, through September 30, 2016, to-wit:

Address

2508 Commerce Circle, Tarrant, Alabama 35217

Parcel ID No.

23-00-05-2-001-003.025

Legal Description

LOT 15-A3 RESURVEY OF LOT 15-A OF TARRANT INDUSTRIAL PARK PB 201 PG 79

C. Should the Mayor elect to lease the property as contemplated in Section 4.A., it is hereby declared to be in the best interest of the public and the City to lease the real property described in Section 4.A. to Star Recycling, Inc. under the following terms and conditions, to wit:

1. The City has received a reduction in the purchase price set forth in Section 2 as consideration for the lease, and therefore, no additional payments would be due;

2. Star Recycling, Inc. will use the property described in Section 4.A. above only for the storage of equipment, will not conduct other operations of any type on the site, will not construct any buildings on the leased property, and will not alter the leased property;

3. The term of the lease will run from June 1, 2016, through September 30, 2016;

4. The City will be permitted reasonable and continued access to the leased property and across the leased property so long as it does not interfere with the storage of equipment contemplated herein;

5. Star Recycling, Inc. shall be responsible for keeping the grass and weeds cut on the leased property during the lease term.

D. Pursuant to the authority granted by Section 11-47-21 of the *Code of Alabama* (1975), the Mayor is hereby authorized, but not required, to execute said lease agreement in the name of the City.

Section 5. That said Ordinance Number 1089B shall be rescinded in its entirety.

Section 6. That this Ordinance shall become effective upon its adoption as provided by law;

ADOPTED AND APPROVED THIS THE 23RD DAY OF MAY, 2016.

LOXCIL B. TUCK, MAYOR

ATTEST:

Lillian A. Keith, City Clerk

Councilmember Middlebrooks moved that unanimous consent be given for immediate consideration of and action on said Ordinance Number 1090, which motion was seconded by Councilmember Bryant and upon the said motion being put to vote, the following vote was recorded:

YEAS

Mayor Loxcil Tuck
Councilmembers: Cathy Anderson
John T. Bryant
Laura Horton
Deborah M. Matthews
Betty S. Middlebrooks

NAYS

Whereupon, Mayor Tuck thereupon declared that the motion for unanimous consent for immediate consideration of and action on said ordinance had been unanimously carried. Councilmember Middlebrooks thereupon moved that the said ordinance be finally adopted, which motion was seconded by Councilmember Bryant and, upon the said motion being put to vote, the following vote was recorded:

YEAS

Mayor Loxcil Tuck
Councilmembers: Cathy Anderson
John T. Bryant
Laura Horton
Deborah M. Matthews
Betty S. Middlebrooks

NAYS

Whereupon, Mayor Tuck then announced that the motion for adoption of said Ordinance Number 1090 had been unanimously carried.

Mayor Tuck recognized Ms. Susie McCray of 1833 Mountain Circle, Tarrant, Alabama. Ms. McCray stated that she had questions concerning a notice (Tarrant Electric Department) that she had received, which she did not understand and double dipping. Ms. McCray asked if this was double dipping, as she had been charged with two late fees. Mayor Tuck asked Ms. McCray if she had paid the bill. Ms. McCray stated that she had paid the bill on the 10th of May and then received another notice. Ms. McCray stated that when she paid her bill on May 10th, she was told that she owed \$153.00. Ms. McCray stated that she had asked why she owed \$153.00, when her bill showed the amount of \$148.00. Ms. McCray stated that she was told that an additional \$5.00 is due, when the bill is paid after the 6th. Ms. McCray stated, "It was my understanding when I moved to Tarrant, that the bill is due on the 5th and that there was a grace period from the 5th through the 15th, and you were charged a late fee." Ms. McCray stated, "It is my understanding now, that you now pay by the 5th and if you pay on the 6th there is a late fee, plus you have another \$5.00 added." Ms. McCray explained that late fees had been placed on her bill. Mayor Tuck agreed that the late fees had been

placed on the bills, but it had been a mistake. Mayor Tuck asked Ms. McCray if she had paid both late fees. Ms. McCray stated, "No, it came on this new bill." Ms. McCray stated, "The new bill has a minus." Attorney Goldman stated, "I believe my understanding of what you are asking is why, if you paid on the 6th, why you were charged an additional \$5.00." Ms. McCray stated, "My question is - is there a grace period from the 5th to the 15th, which is 10 days, is that a grace period?" Ms. McCray asked, "If you pay after the 6th, do you have an additional late fee?" Attorney Goldman stated, "No." Joe Schmitt stepped forward to explain the billing to Ms. McCray. Mr. Schmitt stated, "As the Mayor said, this was a mistake on our part." Mr. Schmitt explained that the additional \$5.00 had been credited to Ms. McCray, on her most recent bill. Mr. Schmitt stated that it was not double dipping. Ms. McCray stated that she would need to call her attorney, to check this. Mayor Tuck explained that this was a mistake on the billing and that no, it is not double dipping. Mayor Tuck explained that this had been a mistake, which had been corrected and that it would not happen again. Ms. McCray stated, "OK. I had gotten up a petition, which I did not bring in." Ms. McCray stated that the petition was in her car. Ms. McCray stated that she did understand that the late fee had been taken off her bill.

Mayor Tuck recognized a woman who stated that she had recently talked to the Mayor about 1312 Sloan Avenue, Tarrant, Alabama. The lady stated that when she attempted to pay her taxes, she was told that there was a lien, on her property. The lady stated that she thought that the lien was regarding the grass and that she wanted to ask if the City Council, could help her. The lady stated that this had happened before she bought the property. Attorney Goldman asked the amount of the lien. The lady stated that she thought that it was in the amount of \$1,500.00. Attorney Goldman asked the lady if she had a title policy. The lady presented the documents that she had received to Attorney Goldman. Attorney Goldman stated that the lady had bought the tax certificate, on the property. Attorney Goldman explained that it is important that before purchasing property in a tax sale, that the person call the city that the property is located and also the water works. Attorney Goldman explained that even though the water works is not related to the City, there are sometimes liens for sewer, through the water department. Attorney Goldman asked, "Did you call and ask about these things, before you bought the property?" The lady stated, "I paid the taxes and then when I paid again, I found out about these liens." Attorney Goldman explained that a person who purchases property through a tax sale is only charged the State portion, when the certificate is purchased. Attorney Goldman stated that all other liens are shown on the regular bill. Attorney Goldman stated that this is due to the way that the State handles this process. Councilmember Anderson asked, "Did you pay the taxes?" The lady stated that she had paid the taxes. Attorney

Goldman stated that it is unfortunate that the State does not require that all liens or demolitions be paid, at the time the tax certificate is purchased. Mayor Pro Tem Horton asked when the property was purchased. The lady stated that she had purchased the property May, 2015. Attorney Goldman stated that the purchase had been made May 8, 2015. The lady explained that since her purchase of the home, she had kept the yard and secured the doors. The lady stated that her neighbor had laughed and said that the property had been abandoned, for years. Councilmember Middlebrooks explained that when you purchase property, you must check for liens. Councilmember Middlebrooks stated that when purchasing property it is advisable to have a title company research the property and to also check with the City, Birmingham Sewer, County Sewer, Birmingham Water Work, and also the Fire Department, to ensure that liens have not been assessed, against the property. Councilmember Middlebrooks stated that when buying a tax certificate, you never know when there might be a lien. Ms. McCray asked, "Can you not waive this, like you do on others?" Ms. McCray asked, "You can't waive this for her, since she purchased without knowing?" Councilmember Middlebrooks explained that this happens often when property is purchased at a tax sale and there are many people who come before the City Council, for this reason. Ms. McCray asked, "You waive \$20,000.00 and you cannot waive \$1,500.00 for her?" General discussion followed. Mayor Tuck stated that the liens on the property would be researched and would be placed on the agenda of the next City Council Meeting, for the consideration of the City Council. Mayor Pro Tem Horton stated that the next City Council Meeting would be held on Monday, June 6, 2016 at 7:00 p.m. Mayor Tuck asked the lady if she would be available, to attend the next City Council Meeting. The lady stated that she would be able to attend.

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 5/16/2016

4-3B-16	EMPLOYEES RETIREMENT SYSTEM	\$ 10,260.85
4-3B-16	HAND, ARRENDALL, LLC	\$ 75.00
4-3B-16	STATE EMPLOYEES INSURANCE BOARD	\$ 10,575.00
4-3B-16	BLUE CROSS DENTAL	\$ 472.04
4-3C-16	ALABAMA DEPT OF REVENUE - STATE W/H APRIL	\$ 2,231.19
4-3E-16	DEFERRED COMP APRIL	\$ 1,130.00
4-3K-16	CITY OF TARRANT OCCUPATIONAL TAX	\$ 311.09
5-3A-16	FEDERAL & FICA 5/6/16 PAYROLL	\$8,415.70
5-3F-16	ASSURANT / UNION SECURITY	\$192.78
5-4-16	CITY OF TARRANT - RENT	\$1,360.00
5-5-16	CITY OF TARRANT - TAX EQUIVALENT	\$33,155.76
5-6A-16	REGIONS BOND PAYMENT - 2009 SERIES	\$37,485.42
5-6AA-16	REGIONS BOND PAYMENT - 2011 SERIES	\$6,142.71
5-10-16	DEPOSIT REFUNDS - 5/1/16 TO 5/4/16	\$1,196.50
5-18-16	CLASSIC CAR MOTORING INC	\$1,136.05
5-21-16	BB & T GOVERNMENTAL FINANCE - AMI CONSTRUCTION LOAN 21 OF 60	\$1,634.40
5-22-16	ARMOR SERVICES, INC APRIL 2016	\$240.00
5-23-16	CAPE ELECTRIC SUPPLY	\$1,132.00
5-24-16	HAND, ARRENDALL, LLC	\$735.00
5-25-16	OFFICE DEPOT	\$139.54
	NET PAYROLL 5/6/2016	\$21,158.92
	TOTAL	\$114,124.78
4 -7-16	TVA POWER BILL APR, 2016 DUE 6/2/2016	\$ 311,416.49

CITY OF TARRANT
 VOUCHER LIST
 MAY 23, 2016

GENERAL FUND

25744-25746	ACCOUNTS PAYABLE RUN	2,345.20
25747-25754	ACCOUNTS PAYABLE RUN	136,410.82
25755-25783	ACCOUNTS PAYABLE RUN	112,341.14
25784-25832	ACCOUNTS PAYABLE RUN	93,906.80
25833-25844	ACCOUNTS PAYABLE RUN	5,199.63
25845-25850	ACCOUNTS PAYABLE RUN	81,901.23

SALES & USE TAX

690	CITY OF TARRANT GENERAL FUND	150,000.00
691	VOID	
692	CITY OF TARRANT GENERAL FUND	250,000.00

SALES TAX WARRANT

27	CITY OF TARRANT GENERAL FUND	8,699.00
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Date: 5/03/2016
Time: 12:20
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25744	1045	ALABAMA GAS CORPORATION		5/03/2016	736.90	PARK APRIL 2016
					256.86	EX 01-6602-150
					191.89	EX 01-6101-150
					191.88	EX 01-6102-150
					7.89	EX 01-6101-150
					7.90	EX 01-6102-150
					80.48	EX 01-6302-150
25745	1056	GOODYEAR AUTO SERVICE CENTER		5/03/2016	1,458.30	
					1,002.80	EX 01-6101-122
					-678.15	EX 01-6101-122
					632.25	EX 01-6101-122
					501.40	EX 01-6101-122

Number Of Checks: 2
Total Check Amount: 2,195.20

Date: 5/03/2016

Time: 12:20

User: SHERRI

Fund Control: 20

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25746	2488	DAVIS, JASON		5/03/2016	150.00	COURT APRIL 29, 2016
					150.00	EX 20-6200-103

Number Of Checks: 1
 Total Check Amount: 150.00

Number Of Checks: 3
 Total Check Amount: 2,345.20

** Final Totals **

CITY OF TARRANT

Check Register

File ID: AP16

Date: 5/03/2016
Time: 16:13
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Page: 2
Id: AP3610

Fund Control: 20

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25752	1132	SALT & LIGHT, LLC		5/03/2016	216.44	
					108.22	EX 20-6200-129
					108.22	EX 01-6000-129

Number Of Checks: 1
Total Check Amount: 216.44

Date: 5/03/2016
Time: 16:13
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 24

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25753	1090	HAND ARENDALL, L.L.C.		5/03/2016	975.00	ID: 25131-219564 EX 24-6904-332

Number Of Checks:
Total Check Amount:

1
975.00

Date: 5/03/2016

Time: 16:13

User: SHERRI

CITY OF TARRANT

Check Register

File ID: AP16

Fund Control: 26

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25754	2557	FORESTRY ENVIRONMENTAL		5/03/2016	120,406.68	
					120,406.68	EX 26-6907-333

Number Of Checks: 1
 Total Check Amount: 120,406.68

Number Of Checks: 8
 Total Check Amount: 136,410.82

** Final Totals **

Check No	Vendor	Check Date	Check Amount	-----Distribution/Remarks-----
25755	1038 ALABAMA CHILD SUPPORT	5/04/2016	4,834.62	APRIL 2016 REMITTANCE EX 01-2024-000
25756	1084 ALABAMA FIRE COLLEGE	5/04/2016	132.40	EX 01-6102-170
25757	2460 ATSCO - BIRMINGHAM	5/04/2016	30.84	MATS EX 01-6000-121
25758	1561 ANNE MARIE ADAMS	5/04/2016	368.00	HAMILTON, DANNY APRIL 2016 EX 01-2025-000
25759	1036 ANNE MARIE ADAMS, CLERK	5/04/2016	254.66	JOLLY, TRAVIS APRIL 2016 EX 01-2024-000
25760	1558 ANNE-MARIE ADAMS	5/04/2016	435.00	EVANS, SCOTT APRIL 2016 EX 01-2025-000
25761	2403 AYCOCK, MIKE	5/04/2016	120.00	DISPATCH APRIL 16 - 30, 2016 EX 01-6101-119
25762	2331 BANCORPSOUTH EQUIPMENT FINANCE	5/04/2016	2,101.04	MAY 2016 REMITTANCE EX 01-6302-410 EX 01-6302-420
25763	1258 CITY OF TARRANT PETTY CASH	5/04/2016	82.13	APRIL 2016 PETTY CASH EX 01-6000-162 EX 01-6000-121
25764	2569 DISTRICT COURT	5/04/2016	318.32	EDWARDS, VICTOR APRIL 2016 EX 01-2025-000
25765	1607 ECONO PRINTING SERVICE, INC.	5/04/2016	64.00	EX 01-6102-129
25766	1067 EXPRESS OIL CHANGE LLC	5/04/2016	190.97	FULL SERVICE OIL CHANGE EX 01-6101-122 EX 01-6302-122 EX 01-6101-122
25767	1970 FLEET SUPPLY LLC	5/04/2016	105.19	AIR FILTER EX 01-6102-142
25768	1201 HARRIS INSURANCE INC.	5/04/2016	52,726.75	EX 01-1515-000

Fund Control: 01

Check No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25769	2520	KYOCERA	5/04/2016	60.00	COPIER
25770	1108	LOCAL GOVERNMENT HEALTH	5/04/2016	42,448.00	MAY 2016 REMITTANCE EX 01-6000-106 -784.00 EX 01-6102-106 6,156.00 EX 01-6101-106 15,300.00 EX 01-6302-106 6,364.00 EX 01-6602-106 1,418.00 EX 01-6603-106 392.00 EX 01-2026-000 12,741.00 EX 01-6000-199 861.00
25771	1041	PEIRAF-DEFERRED COMPENSATION	5/04/2016	2,457.00	APRIL 2016 REMITTANCE EX 01-2044-000 2,457.00
25772	1031	PEOPLES FIRST FEDERAL	5/04/2016	270.00	DEDUCTIONS THRU APRIL 29, 2016 EX 01-2037-000 270.00
25773	2614	PINNACLE NETWORK, LLC	5/04/2016	942.00	EX 01-6101-123 942.00
25774	1151	SOUTHERNLING WIRELESS	5/04/2016	30.49	EX 01-6101-161 30.49
25775	1096	TARRANT ELECTRIC DEPARTMENT	5/04/2016	2,974.41	JUNEAU, LYNN - APRIL 2016 EX 01-6000-103 2,974.41
25776	1118	TERMINIX	5/04/2016	58.00	PRST CONTROL EX 01-6302-148 58.00
25777	1021	VERIZON WIRELESS	5/04/2016	596.54	EX 01-6000-161 189.47 EX 01-6302-161 172.56 EX 01-6602-161 51.76 EX 01-6102-161 182.75
25778	2503	WATER WAY DISTRIBUTING	5/04/2016	50.83	SPRING WATER EX 01-6000-129 50.83
25779	1903	WOOD, ROBERT	5/04/2016	50.00	PRST CONTROL EX 01-6101-141 50.00

Number Of Checks: 25

Total Check Amount: 111,701.19

Date: 5/04/2016

Time: 16:53

User: SHERRI

Fund Control: 05

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25780	2617	DOMINGUE, THOMAS JOHN		5/04/2016	168.00	BOND RETURNED - DOMINGUE, THOM
					168.00	EX 05-2052-000

Number Of Checks: 1
 Total Check Amount: 168.00

CITY OF TARRANT
 Check Register
 File ID: AP16

Date: 5/04/2016
Time: 16:53
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 10

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25781	2322	DISTRICT ATTY SOLICITORS FUND		5/04/2016	301.95	MARCH 2016 REMITTANCE EX 10-2056-000

Number Of Checks:
Total Check Amount:

1
301.95

Fund Control: 20

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25782	1102	COLE, ALICIA		5/04/2016	80.00	INTERPRETER THRU APRIL 29, 201 EX 20-6200-103
25783	1265	GEORGE, JAMES P. JR.		5/04/2016	90.00	COURT MAY 3, 2016 EX 20-6200-103
Number Of Checks: 2 Total Check Amount: 170.00						
Number Of Checks: 29 Total Check Amount: 112,341.14						
** Final Totals **						

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25784	1004	AAA ENVIRONMENTAL SERVICES		5/10/2016	8,945.40	KITCHEN ROLL TOWELS EX 01-6302-124 29.00 EX 01-6302-129 8,880.00 EX 01-6102-124 36.40
25785	1009	ACTION TIRE CO.		5/10/2016	266.86	FLAT REPAIR EX 01-6302-122 37.50 EX 01-6302-122 229.36
25786	1313	AIRGAS USA, LLC		5/10/2016	159.00	EX 01-6302-129 70.80 EX 01-6102-202 88.20
25787	2521	ALABAMA LAW ENFORCEMENT AGENCY		5/10/2016	3,870.00	EX 01-6101-148 3,870.00
25788	1508	ALABAMA MOWER SERVICE		5/10/2016	551.65	TRIMMER EX 01-6302-129 359.00 EX 01-6302-142 99.50 EX 01-6302-129 93.15
25789	1413	AT & T		5/10/2016	672.61	205 841-0575 MAY 2016 EX 01-6603-220 142.61 EX 01-6603-220 530.00
25790	1017	BIRMINGHAM WATER WORKS		5/10/2016	2,955.10	1126 FORD AVENUE APRIL 2016 EX 01-6000-150 50.34 EX 01-6602-150 53.99 EX 01-6602-193 25.22 EX 01-6102-150 47.12 EX 01-6602-194 36.35 EX 01-6102-131 2,742.08
25791	1074	CINTAS FIRST AID		5/10/2016	94.36	EX 01-6302-129 94.36
25792	2571	EASTERN TREE SERVICE		5/10/2016	14,900.00	DEMOLITION - 1534 EASTLAKE BOU EX 01-6302-245 14,900.00
25793	1396	EMBASSY SUITES HOTEL		5/10/2016	361.34	LODGING - TUCK, LOXCIL EX 01-6000-170 361.34
25794	1123	FASTENAL COMPANY		5/10/2016	31.58	EX 01-6302-129 3.88 EX 01-6302-129 15.60 EX 01-6302-129 12.10

Fund Control: 01

Check No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25795	2525	GREATER BIRMINGHAM	5/10/2016	1,069.33	APRIL 2016 ANIMAL CONTROL EX 01-6302-192
25796	1058	GULF STATES DISTRIBUTORS	5/10/2016	292.00	EX 01-6101-127
25797	2616	HAMPTON INN HUNTSVILLE	5/10/2016	229.86	LODGING - MIDDLEBROOKS, BETTY EX 01-6000-170
25798	1090	HAND ARENDALL, L.L.C.	5/10/2016	10,573.21	ID: 25120-000120 EX 01-6000-111 EX 01-6000-111 EX 01-6000-111 EX 01-6000-111 EX 01-6000-111 EX 01-6000-111 EX 01-6000-111
25799	1207	HATCHER HEAVY DUTY SERVICES	5/10/2016	1,667.22	EX 01-6302-144
25800	2409	J & S FLEET SERVICE & REPAIR	5/10/2016	1,701.98	EX 01-6102-146
25801	1238	JAN-PRO OF NORTH ALABAMA	5/10/2016	355.00	EX 01-6000-141
25802	2051	JUNEAU, LYNN	5/10/2016	90.00	2016 ASCPA DUES EX 01-6000-170
25803	2593	LAND TITLE COMPANY OF ALABAMA	5/10/2016	500.00	TITLE REPORT EX 01-6302-245 EX 01-6302-245
25804	1079	LASER ONE COMMUNICATIONS	5/10/2016	210.00	EX 01-6000-148
25805	1844	LIBERTY NATIONAL	5/10/2016	1,178.82	MAY 2016 REMITTANCE EX 01-2038-000
25806	1134	NAFECO INC.	5/10/2016	112.26	EX 01-6102-205
25807	2615	NATIONAL PRODUCTS, INC.	5/10/2016	1,473.27	EX 01-6101-123 EX 01-6101-123 EX 01-6101-123

Fund Control: 01

Date: 5/10/2016
Time: 14:38
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

-----Name----- Vendor No Voucher No Check No

25808 1024 NEXAIR, LLC 5/10/2016 40.97

HIGH PRESSURE OXYGEN
EX 01-6102-148

25809 1319 VOID-VOID-VOID 5/10/2016 0.00

Voided Check

25810 1319 O'REILLY AUTO PARTS 5/10/2016 373.72

ANTI-FREEZE

EX 01-6302-129 15.99
EX 01-6102-146 14.97
EX 01-6302-129 7.99
EX 01-6302-129 53.97
EX 01-6302-129 29.98
EX 01-6302-129 15.97
EX 01-6302-129 -9.99
EX 01-6102-146 35.97
EX 01-6302-129 12.38
EX 01-6302-129 89.94
EX 01-6302-129 5.09
EX 01-6302-129 29.95
EX 01-6302-129 3.86
EX 01-6302-129 59.88
EX 01-6302-129 31.99
EX 01-6302-129 -31.99
EX 01-6302-129 7.77

25811 1031 PEOPLES FIRST FEDERAL 5/10/2016 2,722.99

EX 01-6101-410 83.79
EX 01-6101-420 1,320.06
EX 01-6302-410 84.50
EX 01-6302-420 1,234.64

25812 1105 PROTECTIVE LIFE INSURANCE CO 5/10/2016 219.29

EX 01-2038-000 219.29

25813 2150 QUALITY PETROLEUM 5/10/2016 2,994.73

APRIL 2016 GASOLINE
EX 01-6102-122 530.67
EX 01-6302-122 2,369.02
EX 01-6602-122 95.04

25814 1077 VOID-VOID-VOID-VOID 5/10/2016 0.00

Voided Check

25815 1077 QUILT 5/10/2016 374.61

PRESSBOARD FOLDERS
EX 01-6000-121 32.79
EX 01-6000-121 35.99
EX 01-6101-121 74.28
EX 01-6000-121 57.99
EX 01-6000-121 57.99
EX 01-6000-121 50.58
EX 01-6000-121 64.99

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25816	1217	RENO PLUMBING		5/10/2016	300.00	VANCE BLDG - UNSTOP SWER EX 01-6302-141
25817	1049	RICHARDSON HARDWARE COMPANY		5/10/2016	373.68	FIRE APRIL 2016 EX 01-6102-141 EX 01-6302-129
25818	1016	SEWER AND WATER BILL		5/10/2016	1,307.83	LIBRARY APRIL 2016 EX 01-6603-150 EX 01-6602-150 EX 01-6101-150 EX 01-6101-150 EX 01-6102-150 EX 01-6302-150
25819	1184	SIRCHIE FINGERPRINT		5/10/2016	237.50	SYRINGE COLLECTION TUBES EX 01-6101-120
25820	1846	ST. VINCENT'S EAST		5/10/2016	189.28	APRIL 2016 PHARMACY CHARGES EX 01-6102-201
25821	1098	STERICYCLE, INC.		5/10/2016	339.16	EX 01-6102-148
25822	1231	TARRANT FIRE/RESCUE PETTY CASH		5/10/2016	140.11	APRIL 2016 PETTY CASH EX 01-6102-141
25823	1114	THOMPSON TRACTOR CO., INC.		5/10/2016	825.60	EX 01-6302-147
25824	1177	UNION SECURITY INSURANCE CO.		5/10/2016	772.38	MAY 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
25825	1021	VERIZON WIRELESS		5/10/2016	414.99	EX 01-6101-161
25826	1505	WARD & WILSON, L.L.C.		5/10/2016	2,343.76	APRIL 2016 RECORDER JUDGE EX 01-6000-117 EX 01-6000-117 EX 01-6000-117

Date: 5/10/2016

Time: 14:38

User: SHRRRI

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25827	2503	WATER WAY DISTRIBUTING		5/10/2016	10.88	SPRING WATER EX 01-6000-129
25828	2507	WEIL, SHEILA A.		5/10/2016	1,000.00	RECORDER JUDGE MARCH 22, 2016 EX 01-6000-117 500.00 EX 01-6000-117 500.00

Number Of Checks: 45
Total Check Amount: 67,242.33

CITY OF TARRANT
Check Register
File ID: AP16

Date: 5/10/2016
Time: 14:38
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 11

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25829	1571	DUNN CONSTRUCTION CO., INC.		5/10/2016	257.02	BX 11-6202-225

Number Of Checks:
Total Check Amount:

1
257.02

Date: 5/10/2016
Time: 14:38
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 24

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25830	1090	HAND ARENDALL, I.L.C.		5/10/2016	990.00	ID: 25131-219564 EX 24-6904-332

Number Of Checks: 1
Total Check Amount: 990.00

Date: 5/10/2016
Time: 14:38
User: SHRRRI

CITY OF FARRANT
Check Register
File ID: AP16

Fund Control: 26

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25831	1549	GOODWYN, MILLS AND CAWOOD, INC		5/10/2016	24,316.57	
					11,244.37	EX 26-6907-331
					13,072.20	EX 26-6907-331

Number Of Checks: 1
Total Check Amount: 24,316.57

Date: 5/10/2016

Time: 14:38

User: SHEPPI

CITY OF TARRANT

Check Register

File ID: AP16

Fund Control: 40

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25832	1413	AT & T		5/10/2016	1,100.88	205 M78-6595 595 0547 MAY 2016
					1,100.88	EX 40-6600-161

Number Of Checks: 1

Total Check Amount: 1,100.88

Number Of Checks: 49

Total Check Amount: 93,906.80

** Final Totals **

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25833	1004	AAA ENVIRONMENTAL SERVICES		5/18/2016	377.61	URINAL SCREENS
					32.87	EX 01-6602-124
					91.70	EX 01-6302-129
					54.00	EX 01-6602-124
					45.85	EX 01-6602-124
					60.26	EX 01-6602-124
					92.93	EX 01-6602-124
25834	1099	AFLAC		5/18/2016	1,627.92	MAY 2016 REMITTANCE
					1,627.92	EX 01-2038-000
25835	1931	APCO EMPLOYEES CREDIT UNION		5/18/2016	200.00	DEDUCTIONS THRU MAY 13, 2016
					200.00	EX 01-2037-000
25836	2403	AYCOCK, MIKE		5/18/2016	360.00	DISPATCH APRIL 29 - MAY 15, 20
					360.00	EX 01-6101-119
25837	2502	BAMA EXTERMINATING CO., INC.		5/18/2016	156.00	TERMITE BOND
					156.00	EX 01-6602-216
25838	1168	BIRMINGHAM REGIONAL EMS SYSTEM		5/18/2016	1,106.68	2015-2016 EMS APPROPRIATION
					1,106.68	EX 01-6900-507
25839	1420	COLEMAN, PATRICK		5/18/2016	166.32	2016 APLS WORKSHOP
					166.32	EX 01-6603-170
25840	2620	HICKS, JEMECIA J.		5/18/2016	53.22	REFUND APRIL 2016 RETIREMENT
					53.22	EX 01-2031-000
25841	1262	LOWE'S		5/18/2016	366.44	APRIL 2016 CHARGES
					366.44	EX 01-6602-141
25842	1031	PEOPLES FIRST FEDERAL		5/18/2016	620.00	DEDUCTIONS THRU MAY 13, 2016
					620.00	EX 01-2037-000
25843	2621	SERVICESTAR		5/18/2016	85.44	
					85.44	EX 01-6602-142

Number of Checks: 11
 Total Check Amount: 5,119.63

Date: 5/18/2016
Time: 15:18
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 20

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25844	1102	COLE, ALICIA		5/18/2016	80.00	INTERPRETER THRU MAY 13, 2016 EX 20-6200-103

Number Of Checks:	1
Total Check Amount:	80.00
Number Of Checks:	12
Total Check Amount:	5,199.63

** Final Totals **

Date: 5/23/2016
 Time: 15:39
 User: SHERRI

CITY OF TARRANT
 Check Register
 File ID: AP16

Fund Control: 01

Check No	Vendor	Voucher No	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25845	ALABAMA MEDIA GROUP	2452		5/23/2016	217.25	APRIL 2016 REMITTANCE EX 01-6000-163
25846	ALABAMA POWER	1013		5/23/2016	365.34	APRIL 2016 REMITTANCE EX 01-6000-151
25847	EMPLOYEES RETIREMENT SYSTEM	1040		5/23/2016	78,538.75	APRIL 2016 REMITTANCE EX 01-2031-000
25848	MCPHERSON ALABAMA TAX EXEMPT	1097		5/23/2016	2,105.89	APRIL 2016 GASOLINE EX 01-6101-122
25849	PARKER, RICHARD	2045		5/23/2016	574.00	MAY 2016 REMITTANCE EX 01-6000-119
Number Of Checks: 5 Total Check Amount: 81,801.23						

Date: 5/23/2016

Time: 15:39

User: SHERRI

CITY OF TARRANT

Check Register

File ID: AP16

Fund Control: 20

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

25850

2403

AYCOCK, MIKE

5/23/2016

100.00

COURT MAY 17, 2016

EX 20-6200-103

100.00

Number Of Checks: 1

Total Check Amount: 100.00

Number Of Checks: 6

Total Check Amount: 81,901.23

** Final Totals **

Date: 5/04/2016

Time: 10:03

User: SHRRRI

Fund Control: 30

Check No Voucher No Vendor Name-----

27

2008

BIRMINGHAM REALTY COMPANY

5/04/2016

8,699.00

TAX REBATE 26
EX 30-6402-520

** Final Totals **

Number Of Checks:

1

Total Check Amount:

8,699.00

Number Of Checks:

1

Total Check Amount:

8,699.00

Check Date

Check Amount

-----Distribution/Remarks-----

CITY OF TARRANT
Check Register
File ID: AP16

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

AYES: Councilmembers Anderson, Bryant, Horton, Matthews, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: None

Whereupon Mayor Pro Tem Horton moved that the meeting be adjourned. Said motion was seconded by Councilmember Bryant, regularly put and carried, whereupon the meeting was adjourned.

READ AND APPROVED THIS THE 6TH DAY OF JUNE, 2016.



LOXCIL B. TUCK, MAYOR

Attest:


Lillian A. Keith, City Clerk