

PRE-COUNCIL MEETING OF THE CITY OF TARRANT, ALABAMA

HELD ON MONDAY, FEBRUARY 15, 2016

The City Council of the City of Tarrant, Alabama met in a regular Pre-council Meeting, on Monday, February 15, 2016 at 6:08 p.m. at City Hall.

The purpose of said meeting was to review the Monday, February 15, 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
Loxcil B. Tuck	Mayor

The following official was absent:

Betty S. Middlebrooks	Councilmember
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The following department heads and/or representatives were present:

Patrick Coleman
Ken Jones
Lynn Juneau
Chris O'Rear
James Phillips
Lieutenant Jerry Presley
Chief Dennis Reno
Chief Jason Rickels
Joe Schmitt
Lillian A. Keith

Also in attendance:

Mrs. Gail Hill

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 7:05 p.m.

READ AND APPROVED THIS THE 7TH DAY OF MARCH, 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, FEBRUARY 15, 2016**

The Honorable City Council of the City of Tarrant, Alabama met in regular session, on the 15th day of February, 2016 at 7:06 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 Lieutenant Larry Rice Jr. 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
Loxcil B. Tuck	Mayor

The following official was absent:

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

Pre-council Meeting held on Monday, January 25, 2016
Regular City Council Meeting held on Monday, January 26, 2016
Pre-council Meeting held on Monday, February 1, 2016
Regular City Council Meeting held on Monday, February 1, 2016 (as amended)

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

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

NAYS: None

ABSENT: Councilmember Middlebrooks

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

Mayor Tuck recognized Mayor Pro Tem and Finance Committee Chairperson Laura Horton.

Mayor Pro Tem Horton stated that a Finance Committee Meeting had been held, on Monday, February 8, 2016. Mayor Pro Tem Horton stated the following officials and department heads were in attendance:

Mayor Pro Tem and Chairperson Horton, Councilmember Bryant, Councilmember Middlebrooks, Principal Account Lynn Juneau, Parks and Recreation Director Chris O'Rear and City Clerk Lillian Keith. Mayor

Pro Tem Horton explained that the purpose of the meeting had been to discuss the following matters regarding the City: bonds, equipment and other City financial issues. Mayor Pro Tem Horton stated that following general discussion, the Finance Committee made the following recommendations:

SALARIES AND OTHER BENEFITS FOR ELECTED OFFICIAL EFFECTIVE NOVEMBER, 2016:

1) The Mayor Pro Tem and Council Members salary remain the same:

Mayor Pro Tem - \$475.00 per month

Council Members - \$400.00 per month

2) The Mayor's salary be split 50/50 between the City of Tarrant and the Tarrant Electric

Department

3) Mayor's salary \$850.00 monthly from the City of Tarrant and \$850.00 monthly from the

Tarrant Electric Department. The combined monthly salaries are equivalent to Mayor's current salary as Mayor and Superintendent of the Electric Department, in amount of \$20,400.00 annually. The annually salary would remain the same; however, the salary is currently split 60/40, instead of 50/50.

4) The Mayor and Council Members would not receive additional compensation (etc. health insurance or any cost-of-living increase) from the City.

OTHER RECOMMENDATIONS:

1) Recommend to accept the bid from ALLSTAR Service, LLC in the amount of \$23,762.00, for replacement of the roof at the Tarrant Recreation Center. (The bid shall include a five year warranty).

There was also discussion of a Saturday Work Session, for the Mayor and City Council Members.

Councilmember Bryant introduced Ordinance No. 1079 as the second reading of said ordinance and read the proposed ordinance at length:

ORDINANCE NUMBER 1079

AN ORDINANCE ESTABLISHING PROCEDURE FOR THE APPOINTMENT OF ADDITIONAL ELECTION OFFICERS FOR ABSENTEE BALLOTS

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

Section 1. At the time all other election officials are appointed pursuant to law, three shall be appointed three additional election officials who shall meet on the day of the election at the place and hour as provided for all election officials for the purpose of receiving, counting and returning the absentee ballots cast in the election.

Section 2. The absentee election officials appointed pursuant to this ordinance shall be in addition to other election officials required by law and shall be appointed in the same manner as other election officials.

Section 3. When the absentee election officials are appointed pursuant to this ordinance, one of them shall be designated as the inspector.

Section 4. This ordinance shall remain in effect until repealed by a subsequent ordinance adopted at least six months prior to an election.

Section 5. This ordinance is adopted pursuant to Section 11-46-27 of the Alabama Code of 19754 and shall be effective in all elections, both general and special, for aforesaid offices from and after the date of adoption.

ADOPTED THIS THE 15TH DAY OF FEBRUARY, 2016.

APPROVED:

Loxcil B. Tuck, Mayor

ATTEST:

Lillian A. Keith, City Clerk

Mayor Tuck asked if there were any questions or if anyone wished to speak. No one requested to speak. Councilmember Bryant moved that the said Ordinance Number 1079 - *Establishing Procedure Appointment Additional Election Officer for Absentee Ballots*, be finally passed and adopted as introduced. Councilmember Anderson seconded this motion. Mayor Tuck put the question of final passage and the adoption of said Ordinance Number 1079 to vote of the council, and on call of the roll the results were as follows:

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

NAYS: None

ABSENT: Councilmember Middlebrooks

Mayor Tuck announced the result of the vote, and declared Ordinance Number 1079 finally passed and adopted.

Councilmember Bryant introduced Ordinance No. 1080 as the second reading of said ordinance and read the proposed ordinance at length:

ORDINANCE NUMBER 1080

AN ORDINANCE ESTABLISHING COMPENSATION FEES FOR THE CITY OF TARRANT ABSENTEE ELECTIONS MANAGER

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

Section 1. Compensation for the Absentee Elections Manager of the City of Tarrant, Alabama, shall be and the same is hereby fixed at the sum of \$50.00 per day, for each day absentee elections services are performed from the date of the delivery of the absentee ballots to the absentee elections manager and including the day of the election, to be paid from the city treasury.

Section 2. This ordinance is adopted pursuant to Section 17-11-14 of the Code of Alabama 1975 and shall be effective in all elections, both general and special, for aforesaid office, from and after the date of adoption.

Section 3. This ordinance shall remain in effect until repealed by a subsequent ordinance adopted at least six months prior to an election.

ADOPTED THIS THE 15TH DAY OF FEBRUARY, 2016.

APPROVED: _____

Loxcil B. Tuck, Mayor

ATTEST: _____

Lillian A. Keith, City Clerk

Mayor Tuck asked if there was anyone who wished to speak. No one requested to speak

Councilmember Bryant moved that the said Ordinance Number 1080 – *Establishing Compensation Fees Absentee Elections Manager*, be finally passed and adopted as introduced. Councilmember Anderson seconded this motion. Mayor Tuck put the question of final passage and the adoption of said Ordinance Number 1080 to vote of the council, and on call of the roll the results were as follows:

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

NAYS: None

ABSENT: Councilmember Middlebrooks

Mayor Tuck announced the result of the vote, and declared Ordinance Number 1080 finally passed and adopted.

Mayor Pro Tem Horton introduced the following proposed resolution:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE, EXECUTION, SALE AND DELIVERY OF \$500,000 PRINCIPAL AMOUNT GENERAL OBLIGATION NOTE OF THE CITY OF TARRANT AND THE PAYMENT THEREOF

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA (the "Municipality") as follows:

Section 1. Definitions.

(a) GAAP means generally accepted GAAP applied on a consistent basis, set forth in the Opinions of the GAAP Board of the American Institute of Certified Public Accountants or in statements of the Financial Accounting Standards Board and/or in such other statements by such other entity as the Noteholder may approve, which are applicable in the circumstances as of the date in question, and the requirement that such principles be applied on a consistent basis shall mean that the GAAP observed in a current period are comparable in all material respects to those applied in the preceding period, subject to any change in the method of accounting permitted pursuant hereto. Unless otherwise indicated herein, all accounting terms will be defined according to GAAP.

(b) Municipality means the City of Tarrant, Alabama.

(c) Noteholder means Regions Bank and its successors and assigns.

Section 2. Findings and Representations.

The Municipality, by and through its governing body, does hereby find, determine, represent and warrant as follows:

(a) The Municipality has heretofore issued its General Obligation Note, Series FY 2015 (the "Refunded Obligation"), to finance certain working capital expenditures of the Municipality.

(b) It is necessary and desirable and in the public interest for the Municipality to provide for the refunding of the Refunded Obligation, and for such purposes to issue its General Obligation Note, Series FY 2016, in principal amount of \$500,000, as authorized and described herein (the "Note"). The Municipality shall refund the Refunded Obligation by the exchange of the Note herefor, and such exchange shall constitute a current refunding.

(c) The Note shall be due and payable in less than one year and is made and delivered and amounts shall be borrowed thereunder in anticipation of the collection of taxes. The general revenues of the Municipality for the fiscal year ending September 30, 2014 were not less than \$8,015,059, and the unaudited general revenues for the Municipality for the fiscal year ending September 30, 2015 are not less than \$7,900,000. The principal amount of the Note will not be more than one-fourth of the general revenues of the Municipality for the fiscal year ending September 30, 2015.

(d) The population of the Municipality is 6,397 according to the 2010 Federal Census.

Section 3. Authorization, Description, Payment and Form of Note.

(a) The Municipality shall borrow the amount of \$500,000 in such amounts and at such times as shall be necessary for the purposes set forth in Section 2 hereof, and the Municipality shall issue therefor its General Obligation Note, Series FY 2016, in the following principal amount and of the following number, to the following financial institution to evidence a line of credit extended by such institution to the Municipality for such purposes:

<u>Note No.</u>	<u>Principal Amount</u>	<u>Institution</u>
R-1	\$500,000	Regions Bank

(b) The Note shall be dated the date of issuance; shall bear interest at the per annum rate or rates; shall be payable in installments of principal and interest in such amounts, at such times and in such manner; shall be subject to redemption prior to maturity; shall be subject to mandatory tender; and shall be registered and transferred; all as provided in the form of the Note in Section 3(e).

(c) The principal of and interest on the Note shall be payable in lawful money of the United States of America, at the principal office of the registered owner thereof, in Birmingham, Alabama, at par and without discount, exchange or deduction or charge therefor. The Municipality hereby covenants and agrees to pay all bank charges for the Note.

(d) The indebtedness evidenced and ordered paid by the Note shall be a general obligation of the Municipality for the punctual payment of the principal of and interest on which the full faith, credit and taxing power of the Municipality are hereby irrevocably pledged.

(e) The Note shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF ALABAMA

CITY OF TARRANT
GENERAL OBLIGATION NOTE
SERIES FY 2016

No. R-1

Dated: January __, 2016

The CITY OF TARRANT, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "Municipality"), for value received, hereby promises to pay to

REGIONS BANK

or registered assigns (collectively the "Noteholder") the principal amount of

FIVE HUNDRED THOUSAND DOLLARS
(\$500,000)

or so much thereof as may be advanced hereunder, as hereinafter provided, together with interest on the unpaid balance of said principal amount advanced and outstanding hereunder from time to time, from the date advanced until payment in full, at a per annum rate of interest (computed on the basis of the actual number of days elapsed over a 360-day year) equal to the Applicable Rate (as hereinafter defined), as adjusted from time to time as hereinafter provided; such principal of and interest on this Note being payable in installments as follows:

- (a) on the first Business Day of February 2016 and continuing on the first Business Day of each month thereafter, until and including the first Business Day of January 2017, the interest accrued on the outstanding principal balance of this Note to each such date of payment; and
- (b) on January __, 2017, the entire outstanding principal balance of this Note plus interest accrued to such date of payment;

The Applicable Rate shall be determined on each Interest Rate Determination Date and the Applicable Rate as determined on any Interest Rate Determination Date shall become effective on each Interest Rate Adjustment Date and shall remain in effect until the then next succeeding Interest Rate Adjustment Date.

For purposes hereof, the following terms have the following meanings:

Adjusted LIBOR Rate shall be a variable per annum rate of interest equal to that rate of interest determined on each Interest Rate Determination Date to be equal to the sum of: (i) the LIBOR Rate as determined for such date plus (ii) _____ (%).

Adjusted Regions Prime Rate shall be a variable per annum rate of interest equal to that rate of interest determined on each Interest Rate Determination Date to be equal to Regions Prime Rate and

then adjusted to that rate of interest determined to be available on such date for this Note at par under then prevailing and relevant market conditions.

Applicable Rate shall be a variable per annum rate of interest equal to the greater of (1) _____ (____%) or (2) whichever of the following rates of interest, as adjusted from time to time, shall then be applicable hereto:

(1) the Adjusted LIBOR Rate, provided, if the Noteholder determines (which determination, if made on a reasonable basis, shall be conclusive) that quotations of rates for the relevant types of United States dollar deposits referenced in the definition of LIBOR Rate are not being provided in the relative amounts for the relative maturities for purposes of determining interest rates based upon the LIBOR Rate, or in the event it becomes unlawful or impossible for the Noteholder to make, maintain or fund the LIBOR Rate, the Noteholder shall give notice thereof to the Municipality and the principal amount of this Note shall thereupon bear interest at a per annum rate of interest equal to (i) the rate of interest on this Note on the date of delivery of such notice for the period beginning on such date of delivery of such notice and ending on the last day of the month in which such notice is delivered; and (ii) the Adjusted Regions Prime Rate, as said rate is adjusted from time to time, for the period beginning on the first day of the succeeding month after the month in which such notice is delivered and ending on the date of payment in full of this Note; or

(2) if any amount of principal of and, to the extent legally enforceable, interest on, this Note shall not be paid when due, such amount shall bear interest at a per annum rate equal to Regions Prime Rate, as adjusted as herein provided, from the scheduled date of payment to the date such payment thereof is made.

Business Day shall mean any day other than a Saturday, a Sunday or other day on which commercial banks in Birmingham, Alabama are authorized or required by law to close.

Extraordinary Event shall mean the occurrence of either one of the following: (1) the failure by the Municipality to pay, when due, any amount of the principal or interest on this Warrant or (2) the failure by the Municipality to make any payment or payments of any Indebtedness when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, except for Matters Contested in Good Faith.

Indebtedness means (a) all indebtedness, whether or not represented by bonds, warrants, notes or other securities, for the repayment of borrowed money, (b) all leases, which, in accordance with generally accepted accounting principles, are to be capitalized, installment sale agreements and other similar obligations for the payment of the purchase price of property or assets purchased, (c) all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person or otherwise to assure a creditor against loss; (d) obligations secured by any Lien or other charge or encumbrance on property, whether or not the obligations have been assumed by or is a primary obligation of the Municipality; (e) indebtedness and reimbursement obligations with respect to letters of credit issued for the account of the Municipality and, without duplication, all drafts drawn thereunder; provided, however, that "Indebtedness" shall not include (i) trade payables and similar unsecured current obligations incurred in the ordinary course of business, (ii) deferred compensation payables, or

(iii) any increase in the liabilities of the Municipality as a result of unrealized losses on interest rate swap or hedge agreements.

Interest Rate Adjustment Date shall mean (1) the date of delivery of this Note, and (2) as long as the Adjusted LIBOR Rate is the rate of interest hereon, each Business Day of each month, and (3) as long as Adjusted Regions Prime Rate is the rate of interest hereon, each Business Day on which any change in Regions Prime Rate becomes effective.

Interest Rate Determination Date shall mean (1) as long as the Adjusted LIBOR Rate is the rate of interest hereon, that date which is a LIBOR Business Day and (2) as long as Adjusted Regions Prime Rate is the rate of interest hereon, each Business Day on which any change in Regions Prime Rate becomes effective.

LIBOR Business Day shall mean any day on which commercial banks are open for international business (including dealings in United States dollar deposits) in London, England.

LIBOR Rate shall mean, as of any Interest Rate Determination Date, the rate per annum equal to the quotient of (i) the indicated offered rate (rounded upwards to the nearest whole multiple of 1/100 of 1%) at 10:00 A.M. (Birmingham, Alabama time) (or as soon thereafter as practicable) in the London interbank market for deposits in U.S. dollars as published on Telerate Page 3750 or such other comparable financial information reporting service used by the Noteholder the time such rate is determined, in an amount comparable to the then current outstanding principal balance on which interest is accruing at the LIBOR Rate and for a period of 30 days divided by (ii) a number equal to 1.00 minus the LIBOR Reserve Requirement, the rate so determined to be rounded upwards to the nearest whole multiple of 1/100 of 1%.

LIBOR Reserve Requirement shall mean the percentage (expressed as a decimal) prescribed by the Board of Governors of the Federal Reserve System (or any successor), on the date on which the LIBOR Rate is determined, for determining the reserve requirements of the Noteholder with respect to liabilities relating to time deposits purchased in the London interbank market having a maturity equal to the period during which the LIBOR Rate will be in effect and in an amount equal to the outstanding principal balance on which interest is accruing, without any benefit or credit for any proration, exemptions or offsets under any now or hereafter applicable regulations.

Lien means any lien, mortgage, pledge, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

Matters Contested in Good Faith means matters (a) then being contested in good faith by appropriate proceedings diligently and continuously pursued, (b) the enforcement of which is effectively stayed during the period of the contest and (c) with respect to which the Municipality obtains a payment bond of a corporate surety or establishes sufficient reserves.

Person shall include natural persons, sole proprietorships, corporations (which shall be deemed to include business trusts), limited liability companies and partnerships, unincorporated organizations, associations, companies, institutions, entities, joint ventures, partnerships, governments (whether

national, federal, state, county, city, municipal or otherwise) and any governmental instrumentality, division, agency, body or department.

Regions Prime Rate shall mean the rate of interest announced from time to time by Regions Bank as its prime interest rate, with the understanding that the prime interest rate of Regions Bank is one of its prime rates established from time to time for lending purposes after taking into account such factors as Regions Bank may in its sole discretion from time to time deem appropriate and is not necessarily the best or lowest rate offered by Regions Bank.

Tender Date shall mean that date ninety (90) days after the date of delivery of the notice of any Extraordinary Event to the Noteholder.

Telerate Page 3750 shall mean the display designated as page "3750" on the Dow Jones Telerate Service or such other page as may replace the 3750 page on that service for purposes of displaying the applicable rate hereunder to be determined by reference thereto and if such rate is not so available, then on any other interest rate reporting service of recognized standing designated by the Noteholder.

The principal of and interest on this Note shall be payable at par, without discount, exchange, deduction or charge therefor, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, at the office of the Noteholder in Birmingham, Alabama or at such other place as shall be designated by the Noteholder to the Municipality in writing; provided, however, the final payment of such principal and interest shall be made only upon presentation and surrender of this Note to the Municipality.

The Municipality may, on any date, pay in advance the entire unpaid principal balance of this Note or any lesser portion or portions thereof by paying to the Noteholder the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment, without premium or penalty.

This Note is a master note under a line of credit extended by the Noteholder to the Municipality. The proceeds of the loan evidenced hereby will be advanced by the Noteholder to the Municipality in installments as requested by the Municipality (as to amount and date). By reason of prepayments hereon there may be times when no indebtedness is owing hereunder; notwithstanding any such occurrence, this Note shall remain valid and shall be in full force and effect as to each principal advance made hereunder subsequent to each such occurrence. Each principal advance and each payment made on this Note shall be reflected by the notations made by the Noteholder on its internal records (which may be kept by computer or by other means determined by the Noteholder) and the Noteholder is hereby authorized so to record thereon all such principal advances and payments. The unpaid principal amount of this Note reflected on the internal records of the Noteholder (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Note outstanding and unpaid. No failure of the Noteholder so to record any advance or payment shall limit or otherwise affect the obligation of the Municipality hereunder with respect to any advance, and no payment of the principal by the Municipality shall be affected by the failure of the Noteholder so to record the same.

This Note is issued pursuant to the Constitution and laws of the state of Alabama, including without limitation the provisions of Section 11-47-1 of the CODE OF ALABAMA 1975, and a resolution and proceedings of the governing body of the Municipality duly passed, held and conducted (the "Authorizing Proceedings").

The indebtedness evidenced by this Note is a general obligation of the Municipality, and the full faith and credit of the Municipality are hereby sacredly and irrevocably pledged to the punctual payment of the principal hereof and interest hereon.

Upon the occurrence of an Extraordinary Event, the Municipality shall (1) provide notice to the Noteholder of such Extraordinary Event, and (2) at the option of the Noteholder, purchase this Warrant on the Tender Date for a purchase price equal to the outstanding principal amount thereof and interest accrued thereon to such Tender Date. The Municipality acknowledges and agrees that the determination by Noteholder of whether to require the purchase of this Warrant upon the occurrence of any Extraordinary Event shall be made by the Noteholder in the exercise of its sole discretion.

This Note is recorded and registered as to principal and interest in the name of the owner on the book of registration maintained for that purpose by the Municipality. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of and interest on this Note shall be made only to or upon the order of the registered owner hereof or his legal representative, and neither the Municipality nor any agent of the Municipality shall be affected by any notice to the contrary. Payment of principal of and interest on this Note shall be valid and effectual to satisfy and discharge the liability of the Municipality upon this Note to the extent of the amounts so paid.

This Note may be transferred only upon written request of the registered owner or his legal representative addressed to the Municipality, such transfer to be recorded on said book of registration and endorsed hereon by the Municipality. Upon presentation to the Municipality for transfer, this Note must be accompanied by a written instrument or instruments of transfer satisfactory to the Municipality, duly executed by the registered owner or his attorney duly authorized in writing, and the Municipality shall endorse on the schedule attached hereto for such purpose the principal amount of this Note unpaid and the interest accrued hereon to the date of transfer. No charge shall be made for the privilege of transfer, but the registered owner of this Note requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Note is lawfully due without condition, abatement or offset of any description, that this Note has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the state of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Note, and the adoption of the Authorizing Proceedings, have happened, do exist and have been performed as so required, and that the principal amount of this Note and all other indebtedness of the Municipality are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Municipality, acting by and through its governing body, has caused this Note to be executed in its name and on its behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Note to be dated the date and year first above written.

CITY OF TARRANT, ALABAMA

By _____
Mayor

SEAL

Attest: _____
City Clerk

REGISTRATION OF OWNERSHIP

This Note is recorded and registered on the registry books of the City of Tarrant in the name of the last owner named below. The principal of and interest on this Note shall be payable only to or upon the order of such registered owner.

Date of Registration	In Whose Name Registered	Signature of Treasurer of <u>Municipality</u>
<u>Dated Date</u>	<u>Regions Bank</u>	_____
_____	_____	_____
_____	_____	_____

**ENDORSEMENT BY MUNICIPALITY OF UNPAID
PRINCIPAL AND ACCRUED INTEREST
ON DATE OF TRANSFER**

Date of Transfer	Principal Unpaid	Accrued Interest on Date of Transfer	Signature of Treasurer of <u>Municipality</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section 4. Execution of the Note.

The Note shall be executed in the name and on behalf of the Municipality by the Mayor and shall be attested by the Clerk of the Municipality, and the official seal of the Municipality shall be imprinted thereon. The registration of ownership of the note shall be executed by the Treasurer of the Municipality, who shall also make the endorsements required at the time of any transfer of the Note. Said officers are hereby directed to so execute, attest and register the Note and to make the appropriate endorsements and notations thereon.

Section 5. Authorizations of Advances and Payments.

(a) Upon authorization by the City Council, the Mayor shall request advances under the Note and make payments thereon at such times and in such amounts as the Mayor and the Council shall consider necessary or desirable to carry out the purposes of this resolution.

(b) The proceeds of the Note may be used to provide for the payment of various working capital expenditures of the Municipality as provided in Section 2 hereof.

Section 6. Authorization of Issuance of Note.

Note No. R-1 is hereby issued to Regions Bank. The Mayor and the Clerk are hereby authorized and directed to effect delivery of the Note and in connection therewith deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Note, the absence of pending or threatened litigation with respect thereto, and the exemption of the interest on the Note from federal and state income tax.

Section 7. Expenses of Issuance and Collection.

(a) The Municipality hereby agrees to pay all expenses of issuance of the Note.

(b) The Municipality covenants and agrees that, if the principal of and interest on the Note are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owner of the Note or its registered assignees, all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee.

Section 8. Special Agreements of the Municipality

Until the principal of and interest on the Note shall have been paid in full, or provision shall have been made for such payment, the Municipality hereby covenants and agrees as follows:

(a) Visitation. The Municipality shall permit (after having received reasonable advance written notice from the Noteholder), any employees, agents or other representatives of the Noteholder and any attorneys, accountants or other agents or representatives designated by the Noteholder to (a) have access to and visit and inspect any of the accounting systems, books of account, financial records and property thereof, (b) examine and make abstracts from any such accounting systems, books and records, and (c) discuss the affairs, finances and accounts thereof with the officers, employees or agents of the Municipality, all at such reasonable business times as the Noteholder deems necessary or advisable to protect its interests; provided, however, that the

foregoing shall not require the Municipality to divulge confidential information.

(b) Annual Financial Statements. As soon as available, and in any event within 180 days after the close of each fiscal year of the Municipality, it shall provide the Noteholder the complete, unqualified, financial statements of the Municipality, including the balance sheet as of the end of such fiscal year and the related statements of operations and changes in net assets for such fiscal year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail, audited and prepared by an independent certified public accountant (satisfactory to the Noteholder) in accordance with GAAP, consistently applied and fairly presenting the financial condition of the Municipality, as of the end of such fiscal year.

(c) Governmental Authorizations, Permits and Licenses. The Municipality has, and shall preserve and maintain, all licenses, permits, approvals, registrations, contracts, consents, franchises, qualifications, accreditations and other authorizations necessary for the lawful conduct of its corporate purposes and operations, wherever now conducted and as planned to be conducted, pursuant to all applicable statutes, laws, ordinances, rules and regulations.

(d) Insurance. The Municipality shall maintain insurance, to the extent commercially available at reasonable rates, on its property and with respect to itself, of such type and in such amounts or in excess of such amounts as are customarily carried by and insures against such risks as are customarily insured against by governmental entities of like size and character to the Municipality.

Section 9. Events of Default

(a) The Municipality agrees that the occurrence of any of the following events shall be an event of default with respect to the Note whereupon the registered owner of the Note may exercise all remedies available at law or in equity consequent thereupon:

(i) failure to pay the principal of or interest on the Note on the date which any installment of principal of or interest on the Note shall become due and payable; or

(ii) the occurrence of any of the following: the appointment of a receiver, liquidator or trustee of the Municipality or any of its property or assets; or a general assignment by the Municipality for the benefit of the creditors thereof; or the commencement of proceedings by the Municipality, or against the Municipality and not dismissed or unstayed for a period of 60 days, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or any jurisdiction, now or hereafter in effect.

(b) The Municipality hereby covenants and agrees that, if the principal of and interest on the Note are not paid promptly on the maturity date and the due dates thereof, it will pay to the payee of the Note all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee.

Section 10. Severability.

The provisions of this resolution are severable. In the event that any one or more of such provisions or the provisions of the Note shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this resolution or of the Note, and this resolution and

the Note shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 11. Repeal of Conflicting Provisions.

All ordinances, resolutions and orders or parts thereof in conflict with this resolution are, to the extent of such conflict, hereby repealed.

Section 12. Provisions of Resolution a Contract.

The terms, provisions and conditions set forth in this resolution constitute a contract between the Municipality and the registered owner of the Note and shall remain in effect until the principal of and interest on the Note shall have been paid in full.

Duly passed and adopted this 15th day of February, 2016.

Mayor

Authenticated and attested:

City Clerk

03501944.2

Whereupon, Mayor Pro Tem Horton moved for the adoption of Resolution Number 8188. Motion for the adoption of Resolution Number 8188 was seconded by Councilmember Matthews, regularly put and upon roll call; the vote thereon was as follows:

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

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8188 duly and legally adopted.

Councilmember Bryant introduced the following proposed resolution:

RESOLUTION NO. 8189

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF TARRANT AND ALLSTAR SERVICES, LLC FOR THE INSTALLATION AND MATERIALS FOR ROOF IMPROVEMENTS AT THE TARRANT PARK & RECREATION CENTER FACILITY

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, February 15, 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 Allstar Services, LLC for the materials and installation required for necessary roof improvements at the Tarrant Park & Recreation Center facility located at 1232 Faye Drive, Tarrant, Alabama,

Section 2. That said installation and materials shall not exceed the amount of \$23,762.00 and shall be paid from Fund Number 50 – Capital Improvements.

Section 3. That a copy of said agreement shall be attached hereto and made a part thereof, ADOPTED this the 15th day of February, 2016.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Whereupon, Councilmember Bryant moved for the adoption of Resolution Number 8189. Motion for the adoption of Resolution Number 8189 was seconded by Councilmember Matthews, regularly put and upon roll call; the vote thereon was as follows:

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

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8189 duly and legally adopted.

Councilmember Bryant introduced the following proposed resolution:

RESOLUTION NO. 8190

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF TARRANT AND KELLIS VEGETATION MANAGEMENT, INC. FOR THE PURPOSE OF PROVIDING VEGETATION MANAGEMENT

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, February 15, 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 Kellis Vegetation Management, Inc. for the purpose of vegetation management by providing herbicide application services,

Section 2. That said amount for said services is in the amount of \$7,200.00 and shall be paid from the seven cent gasoline tax fund,

Section 4. That said vegetation management services shall not exceed the total amount of \$7,200.00,

Section 5. That a copy of said proposal is attached hereto and made a part thereof, ADOPTED this the 15th day of February, 2016.

APPROVED: LOXCIL B. TUCK, MAYOR

ATTEST: Lillian A. Keith, City Clerk

Whereupon, Councilmember Bryant moved for the adoption of Resolution Number 8190. Motion for the adoption of Resolution Number 8190 was seconded by Councilmember Matthews, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Middlebrooks

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8190 duly and legally adopted. Councilmember Bryant stated that a copy of the bids would be available for viewing in the office of the City Clerk.

Mayor Pro Horton introduced Ordinance No. 1081 as the first reading of said ordinance and read the proposed ordinance at length:

ORDINANCE NO. 1081

AN ORDINANCE TO AMEND ORDINANCE NUMBER 984 ADOPTED FEBRUARY 18, 2008, TO PROVIDE FOR THE PAYMENT OF SALARIES FOR THE PERFORMANCE OF DUTIES OF ELECTED OFFICIALS OF THE CITY OF TARRANT, ALABAMA FOR THE NEXT TERM OF OFFICE COMMENCING ON THE FIRST MONDAY IN NOVEMBER, 2016

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA as follows:

WHEREAS, the City Council of the City of Tarrant has reviewed the duties and responsibilities of the Mayor of the City of Tarrant;

WHEREAS, the City Council of the City of Tarrant an analysis of the Mayor and members of the City Council's compensation in comparison to other cities in the State of Alabama; and

WHEREAS, this Ordinance is approved and adopted all in accordance with Title 11-43-80(b) and 11-43-2, Code of Alabama 1975.

BE IT ORDAINED, BY THE City Council of the City of Tarrant, Alabama as follows:

Section 1. That for the term beginning on the first Monday in November, 2016 the Mayor of the City of Tarrant shall receive a salary for the performance of duties as Mayor in the amount of Ten Thousand and Two Hundred Dollars (\$10,200.00) annually, payable in monthly installments of Eight Hundred Fifty Dollars (\$850.00) each month (Title 11-43-80(b), Code of Alabama, 1975),

Section 2. That for term beginning on the first Monday in November, 2016 the Mayor Pro Tem of the City of Tarrant shall receive a salary for performing the duties of Mayor Pro Tem in the amount of Five Thousand Seven Hundred Dollars (\$5,700.00) annually, payable in monthly installments of Four Hundred Seventy-five Dollars (\$475.00) each month (Title 11-43-2, Code of Alabama, 1975),

Section 3. That for term beginning the first Monday in November, 2016 each member of the City Council, except the Mayor and Mayor Pro Tem of the City of Tarrant shall receive a salary for performing the duties of Council Members in the amount of Four Thousand Eight Hundred Dollars (\$4,800.00) annually, payable in monthly installments of Four Hundred Dollars (\$400.00) each month (Title 11-43-2, Code of Alabama, 1975),

Section 4. That said salaries of the Mayor, Mayor Pro Tem and Council Members shall be paid from the General Fund of the City of Tarrant,

Section 5. That this Ordinance shall become effective upon passage, approval and publication, or as otherwise provided by law.

ADOPTED AND APPROVED this 15th day of February, 2016.

APPROVED: _____
Loxcil B. Tuck, Mayor

ATTEST: _____
Lillian A. Keith, City Clerk

Whereupon, Mayor Pro Tem Horton moved that the rules and procedures of the Council which might, unless suspended, prevent the passage and adoption of proposed Ordinance Number 1081 at this meeting, be suspended and that unanimous consent be given for the immediate consideration of and action on said Ordinance Number 1081. 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, and Mayor Tuck

NAYS: None

ABSENT: Councilmember Middlebrooks

Whereupon, Mayor Tuck declared the motion adopted by unanimous vote, of the City Council.

Whereupon, Mayor Pro Tem Horton moved for the adoption of Ordinance Number 1081 be finally passed and adopted as introduced. Said motion was seconded by Councilmember Bryant.

Mayor Tuck asked if there were any questions or if anyone wished to speak. No one requested to speak. Mayor Tuck put the question of final passage and the adoption of Ordinance Number 1081 to the vote of the council, and upon call of the roll the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Middlebrooks

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Ordinance Number 1081 duly and legally adopted.

Mayor Pro Horton introduced Ordinance No. 1082 as the first reading of said ordinance and read the proposed ordinance at length:

ORDINANCE NUMBER 1082

AN ORDINANCE OF THE CITY OF TARRANT, ALABAMA PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF TARRANT BE ALTERED BY AMENDING ARTICLE I. IN GENERAL, SECTION 2.2. AS SUPERINTENDENT OF ELECTRIC DEPARTMENT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA,

while in regular session on Monday, February 15, 2016 as follows:

Section 1. That the Mayor of the City of Tarrant, Alabama, is required to act as superintendent of the Tarrant Electric Department on a part-time basis, and as such shall serve as purchasing agent for such systems, make all purchases authorized by the city council therefore, keep a check on meter readings and billings for such service and collection thereof; see that the systems are kept in proper repair and

operation; keep an inventory showing the supplies and equipment on hand for such systems; keep a full and complete monthly financial statement of all operation costs and receipts; keep a proper inventory of the physical assets of such systems, and have all such data and information relative to such systems available for the city council on its first meeting in each calendar month. The superintendent shall give a full and complete report of such systems to the city council at least once every three (3) months.

Section 2. In addition, to the salary now fixed and paid to the mayor of the City of Tarrant, Alabama, under general law of the state, there shall be paid to the mayor, as superintendent for the city electric department for her services required of such superintendent, the sum of Eight hundred fifty dollars (\$850.00) per month payable semimonthly out of the receipts to the city for such department. In addition to said sum, the mayor shall be paid out of said receipts all necessary travel expenses in and about the business of said department. Such expenses shall first be approved by the city council before being paid by the city clerk or the city treasurer.

Section 3. The city council of the City of Tarrant, Alabama, may at any regular meeting or special meeting called therefore, discontinue the services of the mayor as superintendent of the city electric department, and in the event of such discontinuance of services as such superintendent of such systems, all compensation authorized to be paid therefore shall lapse.

Section 4. This ordinance shall become effective on the first Monday in November, 2016 upon the passage and publication as required by law.

Section 5. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipal council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

APPROVED and ADOPTED this the 15th day of February, 2016.

APPROVED:

Loxcil B. Tuck, Mayor

ATTESTED BY:

Lillian A. Keith, City Clerk

Whereupon, Mayor Pro Tem Horton moved that the rules and procedures of the Council which might, unless suspended, prevent the passage and adoption of proposed Ordinance Number 1082 at this meeting, be suspended and that unanimous consent be given for the immediate consideration of and action on said Ordinance Number 1082. 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, and Mayor Tuck

NAYS: None

ABSENT: Councilmember Middlebrooks

Whereupon, Mayor Tuck declared the motion adopted by unanimous vote, of the City Council.

Whereupon, Mayor Pro Tem Horton moved for the adoption of Ordinance Number 1082 and that said ordinance be finally passed and adopted as introduced. Said motion was seconded by Councilmember Matthews. Mayor Tuck asked if there was anyone else who wished to speak. Mayor Tuck put the question of final passage and the adoption of Ordinance Number 1082 to the vote of the council, and upon call of the roll the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Middlebrooks

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Ordinance Number 1082 duly and legally adopted. Mayor Pro Tem Horton explained that the purpose of Ordinance Number 1083 was to create a balance of the duties and in the overall salaries of the Mayor in her roles as: Mayor of the City of Tarrant and as Superintendent of the Tarrant Electric Department. Mayor Pro Tem Horton stated that this ordinance would define the duties of Mayor as being 50% for the City of Tarrant and the duties of Superintendent as 50%.

Councilmember Anderson introduced Ordinance No. 1083 as the first reading of said ordinance and read the proposed ordinance at length:

ORDINANCE NO. 1083

AN ORDINANCE RESCINDING ORDINANCE NUMBER 1047 PERTAINING TO THE TRANSFER OF EMPLOYEES WITHIN THE JEFFERSON COUNTY PERSONNEL BOARD SYSTEM FOR THE CITY OF TARRANT, ALABAMA.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT,

ALABAMA while in regular session on Monday, February 15, 2016, as follows:

Section 1. That Ordinance Number 1047, approved and adopted on the 16th day of October, 2012 be rescinded,

Section 2. Ordinance Number 1047, which established a policy on the transfer of employees within the Jefferson County Personnel Board System for the City of Tarrant, Alabama, is hereby rescinded.

ADOPTED AND APPROVED THIS THE 15TH DAY OF JANUARY, 2016.

LOXCIL B. TUCK, MAYOR

ATTEST:

Lillian A. Keith, City Clerk

Whereupon, Councilmember Anderson moved that the rules and procedures of the Council which might, unless suspended, prevent the passage and adoption of proposed Ordinance Number 1083 at this meeting, be suspended for the purpose of permitting said ordinance to be finally passed and adopted at this meeting. Said motion was seconded by Councilmember Matthews, regularly put and upon roll call the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Middlebrooks

Whereupon, Mayor Tuck declared the motion adopted by unanimous vote, of the City Council.

Whereupon, Councilmember Anderson moved for the adoption of Ordinance Number 1083 and that said ordinance be finally passed and adopted as introduced. Said motion was seconded by Councilmember Matthews. Mayor Tuck asked if there were any questions or if anyone wished to speak. No one requested to speak. Mayor Tuck put the question of final passage and the adoption of

Ordinance Number 1083 to the vote of the council, and upon call of the roll the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Middlebrooks

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Ordinance Number 1083 duly and legally adopted.

Councilmember Anderson introduced Ordinance No. 1084 as the first reading of said ordinance and read the proposed ordinance at length:

ORDINANCE NO. 1084

AN ORDINANCE TO ESTABLISH A POLICY FOR THE TRANSFER OF EMPLOYEES FROM A CLASS CURRENTLY HELD IN ONE APPOINTING AUTHORITY TO SAME CLASS IN ANOTHER APPOINTING AUTHORITY AND THE REIMBURSEMENT OF TRAINING EXPENSES FOR PUBLIC SAFETY AND COURT PERSONNEL WITHIN THE JEFFERSON COUNTY PERSONNEL BOARD SYSTEM FOR THE CITY OF TARRANT, ALABAMA.

WHEREAS, the City Council of the City of Tarrant, Alabama, desires to establish a policy on the transfer of employees within the Jefferson County Personnel Board system for the City of Tarrant, Alabama (“City”);

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

Section 1.

THE RULES AND REGULATIONS OF THE PERSONNEL BOARD OF JEFFERSON COUNTY (REVISED NOVEMBER 13, 2012)

**RULE 11: APPOINTMENTS, PROMOTIONS, DEMOTIONS, TRANSFER, AND ASSIGNMENTS
11.10 TRANSFERS**

- a. General Rule. The Director of the Jefferson County Personnel may authorize a Transfer where a Regular Classified Employees in Good Standing seeks Transfer from a Class currently held in one Appointing Authority to the same Class in another Appointing Authority within the Jefferson County Personnel Board system provided that both Appointing Authorities consent to the Transfer. The employee must have completed the Probationary Period in the Class within which the Transfer is sought.
- b. Disposition of Leave Upon Transfer. The Appointing Authority who receives the transferee may elect to recognize vacation, sick leave, or both, accrued with the prior Appointing Authority. The transferee shall retain all accrued Seniority within the Classification Service.
- c. Procedure. The Appointing Authority that desires the prospective transferee must submit to the Director a written request to affect the transfer. All transfers must be consistent with this Rule and the objectives and purposes of the Act.
- d. Except as provided in this Rule, individuals who are currently employed in any jurisdiction within the Classified Service may not be appointed to a position with another Appointing Authority unless the existing employment is ended.

Section 2. Said transfers shall be governed by the Rules and Regulations of the Personnel Board of Jefferson County as amended over time. Except as provided in this Ordinance as follows:

- a. A request for transfer from a Public Safety Regular Classified Employees in Good Standing shall only be considered at such time that the particular Public Safety Department of the requesting employee is considered fully staffed and all personnel trained, at least to the level of minimum standards. The number of employees to

satisfy the term *Fully staffed* shall be determined by the number of employees approved by the City of Tarrant for each individual department's (Fire and Rescue Department, Police Department and including Dispatch) budget for the fiscal year, in which the request is made. Further the request cannot be made until such time that said department(s) is *fully staffed* and *all personnel* of said department *having received sufficient training*, at least to the level of minimum standards.

- b. The City of Tarrant prior to authorizing an employee's request for transfer, shall require that the Appointing Authority who receives the transferee, elects to recognize and assume vacation, sick leave, or both, accrued.
- c. The Appointing Authority that desires the prospective transferee must submit to the Director a written request to affect the transfer. The first Regular Classified Employee in Good Standing employed in the City's Fire and Rescue, Dispatch and Police Departments to deliver to the Mayor of the City of Tarrant the approved written request of another Appointing Authority for a Transfer for the employee shall be authorized to transfer to that Appointing Authority within the Jefferson County Personnel Board system;
- d. The written request described in this Section must be hand delivered to the Mayor of the City of Tarrant, personally, at Tarrant City Hall during regular business hours of the City of Tarrant, Alabama;
- e. The Mayor shall document the date and time upon which the Mayor received the written request for transfer described by this Section;
- f. The written request described by this Section must be duly executed by the Appointing Authority requesting the transfer and submitted contemporaneously to the Director of the Jefferson County Personnel Board;
- g. Any employee authorized to transfer by this Section must fully satisfy all requirements for transfer as set forth in the Rules & Regulations of the Personnel Board of Jefferson County (rev. Nov. 13, 2012);

Section 3. That Section 36-21-2, Code of Alabama 1975, provides for the reimbursement to a municipality of mandated training cost incurred by that municipality for training law enforcement officers, certified corrections officers, fire protection personnel, or firefighters when those employees are hired by another governmental entities within two years/24 months of their training. The 24-month period of reimbursing police training costs in Section 36-21-7, Code of Alabama 1975, is computed from the time an individual completes APOSTC training. AGO) 1197-117. Only training mandated by Sections 36-21-40 through 36-21-51, Code of Alabama 1975, is required to be reimbursed by a municipality who hires an officer within 24 months after another municipality has paid for that training. Cost of any extra training the municipality elects to provide are not required to be reimbursed by the hiring municipality. AGO 1991 – 195. A governmental entity does not have to reimburse a municipality for expenses incurred in training a former city employee under the Peace Officers Standards and Training Act when the entity employs the individual in a position where such training is not required. AGO 1987-138. As described in this section the City of Tarrant will require said reimbursements be paid in full at the time of said transfer.

That Section 22-22-8, Code of Alabama 1975, provides for the reimbursement of training expenses for ambulance service operators, ambulance drivers, ambulance attendants, ambulance driver-attendants, or emergency medical technicians, when those employees are hired by other governmental entities within two years/24 months of completing their training. As described in this section the City of Tarrant will require said reimbursements be paid in full at the time of said transfer.

That Section 12-14-53, Code of Alabama 1975, provides for the reimbursements of training expenses for municipal court clerks or municipal court magistrates, when those employees are hired by other governmental entities within two years/24 months of completing their training. As described in this section the City of Tarrant will require said reimbursements be paid in full at the time of said transfer.

Section 4. Where applicable, the terms of this Ordinance shall be given the meanings ascribed by the Rules and Regulations of the Personnel Board of Jefferson County and the Code of Alabama as amended over time.

Section 5. That said ordinance is subject to the approval of the Personnel Board of Jefferson County,

Section 6. This Ordinance shall become effective upon its adoption as provided by law.

Section 7. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraph and sections, since the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

ADOPTED AND APPROVED THIS THE 16TH DAY OF FEBRUARY, 2016.

LOXCIL B. TUCK, MAYOR

ATTEST:

Lillian A. Keith, City Clerk

Whereupon, Councilmember Anderson moved that the rules and procedures of the Council which might, unless suspended, prevent the passage and adoption of proposed Ordinance Number 1084 at this meeting, be suspended for the purpose of permitting said ordinance to be finally passed and adopted at this meeting. Said motion was seconded by Councilmember Matthews, regularly put and upon roll call the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Middlebrooks

Whereupon, Mayor Tuck declared the motion adopted by unanimous vote, of the City Council.

Whereupon, Councilmember Anderson moved for the adoption of Ordinance Number 1084 and that said ordinance be finally passed and adopted as introduced. Said motion was seconded by Councilmember Matthews. Mayor Tuck asked if there were any questions or anyone who wished to speak. No one requested to speak. Mayor Tuck put the question of final passage and the adoption of Ordinance Number 1084 to the vote of the council, and upon call of the roll the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Middlebrooks

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Ordinance Number 1084 duly and legally adopted.

Whereupon, Mayor Pro Tem Horton moved that the rules and procedures of the Council be suspended, to allow proposed Resolution Number 8191, to be added to the agenda. Mayor Pro Tem Horton explained that the resolution authorized the Mayor to sign an agreement with Jefferson County for the purpose of disaster cleanup. 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, and Mayor Tuck

NAYS: None

ABSENT: Councilmember Middlebrooks

The Recording Secretary announced the vote, whereupon Mayor Tuck declared that proposed Resolution Number 8191 had been added to the agenda, for immediate consideration.

Mayor Pro Tem Horton introduced the following proposed resolution:



T. JOE KNIGHT
COMMISSIONER DISTRICT IV
Suite 220
716 Richard Arrington, Jr. Blvd. N
Birmingham, Alabama 35203
Telephone (205) 325-5070
FAX (205) 325-4881

February 8, 2016

RE: Jefferson County Debris MOU

Dear Mayor and Council:

During the last five years we have had several events that have had a profound effect on many of our communities. For those of us in public office, we deal with the event and then face the daunting task of clean-up. The purpose of this letter is to provide information about the clean-up process following a disastrous event and things we can do to facilitate a coordinated effort in the future. Although the clean-up is the responsibility of the local government, most cities or counties do not have the resources to respond to a substantial natural disaster.

The Federal Emergency Management Agency (FEMA) offers assistance to cities, counties, states and other entities through its Public Assistance (PA) grant program. FEMA has recently published the first edition of the "FEMA Public Assistance Program and Policy Guide" that can be found at <https://www.fema.gov/public-assistance-policy-and-guidance>. All disasters that occur after January 1, 2016 are governed under these rules and regulations. Under these guidelines, the local government is faced with removing the debris and monitoring the clean-up. This often requires two separate contracts as one company may not do both.

Generally, FEMA will absorb 75% of the cost of public clean-up if the total damages in the state and local area reach a certain threshold. If the threshold is not met, FEMA will not offer assistance through this program. The remaining 25% of the cost is borne by the state and the local governments. Typically, the state will pick up 10% of the tab and the local entities pay 15% although these percentages sometimes vary.

Under FEMA's pilot program, FEMA will pay an additional 2% of the cost if a pre-event debris removal contract is in place. FEMA may also pay an additional percentage of the cost if the clean-up is completed within a certain timeframe.

FEMA does not provide money up front and thus, the local entity provides payment to its contractors, then seeks reimbursement through FEMA's PA program. Presently, FEMA is reviewing this program. Reimbursement is conditioned upon documented costs. There are many pitfalls that may result in FEMA discounting portions of a local government's claim and thus, proper documentation is an absolute must. Audits by FEMA are not uncommon.

The Alabama County Commission Association (ACCA) has prepared a state-wide plan under which counties can have a pre-qualified clean-up plan in place. By having pre-negotiated contracts in place for debris removal and monitoring, local governments are not faced with the burden, vexation and imponderables of having to bid these contracts in the midst of the trauma caused by a disastrous event. The local entities will know their costs in price per unit well before an event occurs. In addition, as outlined above, FEMA will pay an additional amount for having a pre-qualified contract in place.

The ACCA has divided the state into 7 regions. Jefferson County is in Region 6 along with St. Clair, Blount, Shelby, Talladega, Clay, Calhoun, Cleburne and Randolph. The bids for debris removal and monitoring have already been let for these regions. The debris removal contractor for our region is DRC Emergency Services, LLC from Mobile. (Exhibit A) The monitoring contractor is Thompson Consulting Services out of Lake Mary, Florida. Please find enclosed the prices for these services. (Exhibit B)

Any municipality in Jefferson County may employ these contractors without having to go through the bid process if the municipality has executed a Memorandum of Understanding (MOU) Agreement with Jefferson County. If the city and county do not have this MOU in place prior to an event, the city is not allowed to utilize the county's contract. The municipalities are not obligated to use the pre-negotiated contract and may bid their own contracts for removal and monitoring.

Please find enclosed the MOU (Exhibit C) that has been prepared by the ACCA for our region. These MOUs are similar throughout the state and are recognized by FEMA. If your city wishes to participate in this agreement, please have your council adopt this MOU and return a copy to my office as soon as possible by mail, hand delivery or electronically to:

Zach Brooks, Administrative Assistant
Commissioner Joe Knight
Suite 220 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

Email: Brooksz@jccal.org

Facsimile: (205) 325-4881

Hopefully, this information has been helpful. We certainly hope we never have to deal with this situation again, however, our history does not lend great confidence to that premise. If you have any questions, please let us know.

Best regards,



T. Joe Knight, Commissioner
Vice-Chair, Jefferson Co. EMA

TJK/vd

Enclosures: Exhibits A-E

Exhibit

A

BID SUBMITTAL FORM
Debris Removal Services Bid - Region 6

Company Name: DRC Emergency Services, LLC

Address: P.O.Box 82319, Mobile, Alabama 36608

Bid Submitted by: Marc Watkins
 (Name of company representative)

Title: Vice President of Estimating e-mail address: Mwatkins@drcusa.com

Phone: 251-343-3581 Fax: 251-343-5554

BID PRICING					
Alabama County Joint Bid Program					
Disaster Debris Removal Bid for Region					
ITEM	Est. QTY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
001.	N/A N/A N/A N/A	Removal and Disposal of Eligible Vegetative Debris at Debris management site (see note no. 1) Haul Range - 0 to 15 miles Haul Range - 16 to 30 miles Haul Range - 31 to 60 miles Haul Range - Greater than 60 miles	Cubic Yard	\$6.86 \$7.36 \$8.11 \$8.91	\$6.86 \$7.36 \$8.11 \$8.91
002.	N/A N/A N/A N/A	Removal and Disposal of Eligible Construction & Demolition (C&D) debris to approved Landfill (see note no. 1) Haul Range - 0 to 15 miles Haul Range - 16 to 30 miles Haul Range - 31 to 60 miles Haul Range - Greater than 60 miles	Ton	\$56.92 \$58.92 \$61.92 \$64.92	\$56.92 \$58.92 \$61.92 \$64.92
003.	N/A	Air Curtain Burning Vegetative Debris At Debris management site (including cost of Ash Removal & Disposal)	Cubic Yard	\$3.60	\$3.60
004.	N/A	Chipping or Grinding Debris at Debris management site (including cost of Reduced Debris Removal & Disposal)	Cubic Yard	\$6.95	\$6.95
005.	N/A	Stump Extraction (see note no. 2) Diameter - larger than 24" to 36"	Each	\$150.00	\$150.00

	N/A	Diameter – larger than 36" to 48"	Stump	\$200.00 \$250.00	\$200.00 \$250.00
	N/A	Diameter – larger than 48"			
006.	N/A	Stump Fill Dirt (Fill dirt for stump holes after removal)	Cubic Yard	\$15.00	\$15.00
007.	N/A	Flush Cutting Hazardous Trees (see note no. 3 and 4)	Each Tree	\$30.00 \$95.00 \$170.00 \$260.00 \$340.00	\$30.00 \$95.00 \$170.00 \$260.00 \$340.00
	N/A	6" – 12" diameter			
	N/A	13" – 24" diameter			
	N/A	25" – 36" diameter			
	N/A	37" – 48" diameter			
	N/A	49" diameter and up			
008.	N/A	Trees with Hazardous Hanging Limbs (2" diameter limbs and up)	Each Tree	\$70.00	\$70.00
009.	N/A	Hazardous hanging limb removal	Each Unit	\$25.00	\$25.00
010.	N/A	Freon Recovery and Recycling	Each Unit	\$25.00	\$25.00
011.	N/A	Pick up and Disposal of "White Goods"	Per Pound	\$1.00	\$1.00
012.	N/A	Dead Animal Collection, Transport and Disposal	Each Unit	\$35.00	\$35.00
013.	N/A	Electronic Waste	Per Pound	\$4.95	\$4.95
014.	N/A	Household Hazardous Waste (H-HW) HHW Removal and Disposal	Per Cubic Yard	\$28.50	\$28.50
015.	N/A	Waterway Debris Removal	Per Cubic Yard	\$9.00	\$9.00
016.	N/A	Sand and Silt Removal	Each	\$195.00	\$195.00
017.	N/A	Vehicle Removal	Linear Foot	\$25.00	\$25.00
018.	N/A	Vessel Removal (Land)	Linear Foot	\$50.00	\$50.00
019.	N/A	Vessel Removal (Marine)	Pound	\$7.95	\$7.95
	N/A	Blowwaste Removal			

Note No. 1: Haul distances shall be calculated using a straight line distance from the loading area to the nearest approved reduction site or landfill.

Note No. 2: Stump/tree diameter measured 2 feet up from ground line.

Note No. 3: Flush cutting is defined as level to the ground line.

Note No. 4: Tree diameter measured 4.5 feet up from ground line.

Exhibit

B

BID SUBMITTAL FORM
Monitoring Services Bid – Region 6

Company Name: Thompson Consulting Services

Address: 1135 Townpark Avenue, Suite 2101

Lake Mary, Florida 32746

Bid Submitted by: Nate Counsell
 (Name of company representative)

Title: Vice President e-mail address: ncounsell@thompsoncs.net

Phone: 407-792-0018 Fax: 407-878-7858

Item	Description	Unit Price (Hourly Rate)	Amount
001.	Fixed Site Monitoring	\$ 34.00	\$ 34.00
002.	Field Debris Monitoring	\$ 35.00	\$ 35.00
003.	Project Manager	\$ 45.00	\$ 45.00
004.	Clerical Staff	\$ 15.00	\$ 15.00
005.	Clerical Supervisor	\$ 20.00	\$ 20.00

Exhibit

C

Exhibit

D

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JEFFERSON COUNTY COMMISSION
AND THE CITY OF _____
REGARDING DEBRIS REMOVAL AND MONITORING
SERVICES**

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the Region 6 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the city of _____ is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the _____ City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of _____, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the city of _____, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the _____ City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.
6. That the city of _____ shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.
10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.
11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;
12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.
13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from _____ until December 31, 2016, but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2016.

Executed on this the _____ day of _____, 201__.

James A. (Jimmie) Stephens, President _____, Mayor

Jefferson County Commission City of _____

REGION 6 CONTRACT FOR DEBRIS REMOVAL SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, St. Clair, Shelby and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal services in Region 6 were opened at the Association office on July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal contract for Region 6 to DRC Emergency Services LLC as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by DRC Emergency Services LLC, including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, DRC Emergency Services LLC agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, J.D. Hess, and DRC Emergency Services LLC, hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal services in all counties in Region 6 under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
2. Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
4. Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have previously entered into a written memorandum of understanding that meets FEMA guidelines and

regulations, whereby the county agrees to assume responsibility for the removal of disaster-related debris on behalf of the municipality;

5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 6;
6. Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
7. Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
8. Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
9. Contractor also agrees to execute a payment and performance bond made payable to an activating county equal to 100% of the estimated cost of a project conducted on behalf of any activating county in Region 6 upon receipt of a Notice to Proceed from the activating county.
10. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Calhoun County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
11. Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A;
12. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal services are provided pursuant to a Notice to Proceed received from the activating county;
13. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
14. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
15. Contractor agrees to perform all debris removal activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
16. Contractor agrees that, as set out in Exhibit A, it will remove at least 30% of debris utilizing its own equipment and personnel within the 180 day time frame for completion of the project whenever providing services to a county in Region 6 pursuant to a Notice to Proceed;
17. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;

18. Both parties agree that the activating county may limit the scope or type of debris to be removed by the contractor and that the debris removal services contractor shall not perform any work in an area that has not been specifically assigned to the contractor by the activating county.
19. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;
20. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
21. Both parties agree that this contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

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.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.


This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or


reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

This contract is binding upon and inures to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in Region 6.

The contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

Executed on this the 8th day of October, 2015.


J.D. Hebs, Chairperson
Calhoun County Commission



Vice President of Secretary, DRC Emergency
Kristy Fuentes

Exhibit

E

REGION 6 CONTRACT FOR DEBRIS REMOVAL MONITORING SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal monitoring services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, St. Clair, Shelby and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal monitoring services in Region 6 were opened at the Association office on July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal monitoring services contract for Region 6 to Thompson Consulting Services as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by Thompson Consulting Services, including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, Thompson Consulting Services agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, J.D. Hess, and Thompson Consulting Services, hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal monitoring services in all counties in Region 6 under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal monitoring services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
2. Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
4. Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have previously entered into a written memorandum of understanding that meets FEIMA guidelines and

- regulations, whereby the county agrees to assume responsibility for debris removal monitoring services on behalf of the municipality;
5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 6;
 6. Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
 7. Contractor agrees that once the contract is activated, the Contractor shall provide the services set out in the Bid Specifications to the extent necessary to meet the needs of the county.
 8. Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
 9. Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
 10. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Calhoun County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
 11. Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A;
 12. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal monitoring services are provided pursuant to a Notice to Proceed received from the activating county;
 13. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
 14. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
 15. Contractor agrees to perform all debris removal monitoring activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
 16. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;
 17. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal,

state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;

18. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
19. Both parties agree that this contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

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.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default,

including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

This contract is binding upon and inures to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in Region 6.

The contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

Executed on this the 8th day of October, 2015.



J.D. Hess, Chairperson
Calthoun County Commission



Vice President, Thompson Consulting Services
Nate Counsell

Whereupon, Mayor Pro Tem Horton made a motion for the adoption of Resolution Number 8191. Motion for the adoption of Resolution Number 8191 was seconded by Councilmember Bryant, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Middlebrooks

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8191 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 2/15/2016

1-3B-16	EMPLOYEES RETIREMENT SYSTEM	\$9,839.34
1-3B-16	HAND, ARRENDALL, LLC	\$75.00
1-3B-16	STATE EMPLOYEES INSURANCE BOARD	\$10,129.00
1-3B-16	BLUE CROSS BLUE SHIELD	\$456.75
1-3B-16 ADJ	ERS ADJUSTMENT FOR 3RD PAYROLL	\$5,304.92
1-3C-16	ALABAMA DEPT.OF REVENUE - STATE W/H	\$2,194.30
1-3E-16	DEFERRED COMP	\$1,130.00
1-3E-16 ADJ	DEFERRED COMP ADJUSTMENT FOR 3RD PAYROLL	\$565.00
1-3F-16	ASSURANT / UNION SECURITY	\$180.18
1-3K-16	CITY OF TARRANT OCCUPATIONAL TAX	\$308.87
1-4-16	CITY OF TARRANT RENT	\$1,360.00
1-10-16	DEPOSIT REFUNDS 1/29/2016	\$381.26
1-17-16	REGIONS EQUIPMENT FINANCE 2013 LINE TRUCK	\$3,324.97
1-21-16	BB & T GOVERNMENTAL FINANCE AMI CONSTRUCTION LOAN	\$1,634.40
1-22-16	CBT	\$4,973.88
2-3A-16	FEDERAL & FICA 2/12/2016 PAYROLL	\$8,542.03
2-3F-16	ASSURANT / UNION SECURITY	\$180.18
2-3J-16	LIBERTY NATIONAL	\$448.92
2-4-16	CITY OF TARRANT RENT	\$1,360.00
2-5-16	CITY OF TARRANT TAX EQUIVALENT	\$33,155.76
2-6A-16	REGIONS BOND PAYMENT 2009 SERIES	\$37,485.42
2-6AA-16	REGIONS BOND PAYMENT 2011 SERIES	\$6,142.71
2-10-16	DEPOSIT REFUNDS 2/1/16 TO 2/10/16	\$3,522.56
2-18-16	CLASSIC CAR MOTORING / GENERATION PARTNERS	\$695.35
2-22-16	ACTION TIRE CO	\$19.00
2-23-16	ALTEC	\$101.80
2-24-16	ANSWERTEL OF ATHENS	\$273.95
2-25-16	ARMOR SERVICES, INC	\$210.00
2-26-16	BRASFIELD SALES INC	\$7,000.00
2-27-16	CAHABA TRACTOR CO	\$6,614.81
2-28-16	CAPE ELECTRIC SUPPLY	\$12,169.32
2-29-16	CSA	\$3,889.78
2-30-16	CINTAS CORPORATION	\$188.26
2-31-16	EMPLOYEE ASSISTANCE	\$21.42
2-32-16	EXCELERON SOFTWARE LLC	\$2,048.23
2-33-16	HAND, ARRENDALL, LLC	\$90.00
2-34-16	JEFFERSON COUNTY COMMISSION-PERSONNEL BD. FEES	\$18,419.90
2-35-16	MUNICIPAL WORKERS COMPENSATION FUND	\$15,167.58
2-36-16	OFFICE DEPOT	\$162.73
2-37-16	PETTY CASH	\$31.23
2-38-16	SOUTHEASTERN REGIONAL UTILITY EQUIPMENT	\$614.75
2-39-16	TOOL-SMITH	\$508.14
2-40-16	TOTAL PACKAGING GROUP	\$1,900.00
2-41-16	VANGUARD	\$5,948.90
2-42-16	VERIZON	\$368.98
2-43-16	HARRIS INSURANCE 1 OF 4	\$17,975.00
	NET PAYROLL 2/12/2016	\$20,414.32
	TOTAL	\$247,528.90
1-7-16	TVA POWER BILL JAN, 2016 DUE 3/4/2016	\$ 472,862.48

CITY OF TARRANT
VOUCHER LIST
FEBRUARY 15, 2016

GENERAL FUND

25144-25185	ACCOUNTS PAYABLE RUN	43,408.15
25186-25230	ACCOUNTS PAYABLE RUN	458,671.56

SALES & USE TAX

683	CITY OF TARRANT GENERAL FUND	600,000.00
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Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	Distribution/Remarks
25144	1004	AAA ENVIRONMENTAL SERVICES		2/03/2016	249.46	SANITARY SUPPLIES EX 01-6302-124 87.85 EX 01-6302-124 87.85
25145	1008	ACS TECHNOLOGIES		2/03/2016	52.33	COPIES EX 01-6000-143 52.33
25146	1009	ACTION TIRE CO.		2/03/2016	43.00	FLAT REPAIR EX 01-6302-122 23.00 EX 01-6302-122 20.00
25147	1038	ALABAMA CHILD SUPPORT		2/03/2016	2,264.16	JANUARY 2016 REMITTANCE EX 01-2024-000 2,264.16
25148	1085	ALABAMA ENVIRONMENTAL TURF &		2/03/2016	35.00	PEST CONTROL EX 01-6000-141 35.00
25149	1036	ANNE MARIE ADAMS, CLERK		2/03/2016	254.66	JANUARY 2016 JOLLY, TRAVIS EX 01-2024-000 254.66
25150	1413	AT & T		2/03/2016	939.81	205 849-2806 238 0540 JANUARY EX 01-6000-161 533.48 EX 01-1500-000 406.33
25151	2335	B & B TIRE LANDFILL, INC.		2/03/2016	65.00	EX 01-6302-129 65.00
25152	2331	BANCORPSOUTH EQUIPMENT FINANCE		2/03/2016	2,101.04	PAYMENT #41 EX 01-6302-410 97.02 EX 01-6302-420 2,004.02
25153	1057	CHARTER COMMUNICATIONS		2/03/2016	121.60	FEBRUARY 2016 SERVICE EX 01-6102-148 121.60
25154	1074	CINTAS FIRST AID		2/03/2016	95.45	FIRST AID EX 01-6302-129 95.45
25155	1015	COMIN EQUIPMENT COMPANY, INC.		2/03/2016	8.37	MATCH MATE PART EX 01-6302-129 8.37
25156	1607	ECONO PRINTING SERVICE, INC.		2/03/2016	60.00	EX 01-6000-121 60.00

Check No	Vendor	Check Date	Check Amount	-----Distribution/Remarks-----
25157	2140 EMERGENCY EQUIPMENT	2/03/2016	366.01	CABLE PRIMER VALVE EX 01-6102-146 39.85 EX 01-6102-146 286.91 EX 01-6102-146 39.25
25158	2028 EVERBANK COMMERCIAL FINANCE	2/03/2016	1,846.42	EX 01-6000-331 1,587.30 EX 01-6000-618 259.12
25159	1067 EXPRESS OIL CHANGE LLC	2/03/2016	411.94	FULL SERVICE OIL CHANGE EX 01-6101-122 52.99 EX 01-6101-122 37.99 EX 01-6101-122 176.99 EX 01-6302-122 52.99 EX 01-6101-122 52.99 EX 01-6101-122 37.99
25160	1090 HAND ARENDALL, L.T.C.	2/03/2016	320.00	GOLDMAN RETAINER JAN 2016 EX 01-6000-111 320.00
25161	1111 HUMPHRIES FARM TURF SUPPLY INC	2/03/2016	451.94	HAY BALES/SILK FENCING W/STAKE EX 01-6302-129 451.94
25162	1275 JEFFERSON COUNTY LIBRARY	2/03/2016	1,173.11	FY 2016 2ND QUARTER EX 01-6603-224 1,173.11
25163	2520 KYOCERA	2/03/2016	60.00	COPIES EX 01-6101-143 60.00
25164	2595 LEMLEY, HILLARY	2/03/2016	43.37	REFUND PENSION DECEMBER 2015 EX 01-2031-000 43.37
25165	1305 MATTHEW BENDER & CO., INC.	2/03/2016	665.46	EX 01-6000-207 665.46
25166	2505 MR. BUGG'S PEST PATROL	2/03/2016	57.00	PEST CONTROL EX 01-6602-216 57.00
25167	1136 MUNICIPAL & COMMERCIAL	2/03/2016	49.95	NAVY TROUSERS - CORNELIUS, FRA EX 01-6102-113 49.95
25168	1169 NEOPOST USA INC.	2/03/2016	206.55	EX 01-6000-121 206.55

Fund Control: 01

CITY OF TARRANT
Check Register
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Date: 2/03/2016
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User: SHERRI

Check No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25170	1077	QUILL	2/03/2016	658.83	CREDIT MEMO 1302394
25169	1077	VOID-VOID-VOID-VOID	2/03/2016	0.00	Voided check
25171	2538	REGIONS COMMERCIAL BANKCARD	2/03/2016	101.50	TRANSACTION DATED DECEMBER 31, EX 01-6101-148 101.50 FEBRUARY 2016 550.00
25172	1205	SAM'S CLUB	2/03/2016	550.00	EX 01-6603-223 550.00 DIRT SHOES 138.08 EX 01-6302-147 138.08
25174	2159	SHRED-IT USA - BIRMINGHAM	2/03/2016	91.88	EX 01-6000-148 91.88
25175	1096	VOID-VOID-VOID-VOID	2/03/2016	0.00	Voided check
25176	1096	VOID-VOID-VOID-VOID	2/03/2016	0.00	Voided check
25177	1096	VOID-VOID-VOID-VOID	2/03/2016	0.00	Voided check
25178	1096	TARRANT ELECTRIC DEPARTMENT	2/03/2016	28,762.04	1124 FORD AVENUE EX 01-6000-150 49.24 EX 01-6000-150 293.89 EX 01-6000-150 103.24 EX 01-6000-150 340.88 EX 01-6602-150 169.04 EX 01-6000-150 4,318.60 EX 01-6000-150 1,868.27 EX 01-6602-150 31.20 EX 01-6602-193 97.29 EX 01-6602-194 39.93 EX 01-6603-150 438.40 EX 01-6602-150 824.95 EX 01-6102-150 1,433.44 EX 01-6101-150 1,433.43 EX 01-6302-150 74.96 EX 01-6102-150 17.78 EX 01-6101-150 17.78 EX 01-6302-150 826.04 EX 01-6302-153 123.12 EX 01-6000-150 138.59 EX 01-6000-152 95.25 EX 01-6000-152 16,026.72

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

25179	1114		THOMPSON TRACTOR CO., INC.		2/03/2016	77.61	EX 01-6302-129
25180	1244		UNITED WAY OF CENTRAL ALABAMA		2/03/2016	407.24	4TH QUARTER 2015 EX 01-2042-000
25181	2453		WALTON, LESLIE TYRONE		2/03/2016	30.00	CDL LICENSE EX 01-6302-179
25182	2334		WELLS FARGO FINANCIAL LEASING		2/03/2016	326.82	EX 01-6603-148
25183	1087		WESTWOOD AUTO PARTS, INC.		2/03/2016	92.52	BATTERY EX 01-6102-141
25184	1903		WOOD, ROBERT		2/03/2016	50.00	PREST CONTROL EX 01-6101-141

Number Of Checks: 41

Total Check Amount: 43,228.15

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25185	2403	AYCOCK, MIKE		2/03/2016	180.00	COURT JANUARY 29, 2016 EX 20-6200-103

Number of Checks: 1
Total Check Amount: 180.00
Number of Checks: 42
Total Check Amount: 43,408.15
** Final Totals **

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25186	1004	AAA ENVIRONMENTAL SERVICES		2/09/2016	122.31	LINERS
					32.85	EX 01-6302-129
					73.85	EX 01-6000-124
					15.61	EX 01-6102-146
25187	1084	ALABAMA FIRE COLLEGE		2/09/2016	133.84	FIRE INSTRUCTION MANUALS
					133.84	EX 01-6102-170
25188	1045	ALABAMA GAS CORPORATION		2/09/2016	2,678.22	PARK JANUARY 2016
					1,215.15	EX 01-6602-150
					522.13	EX 01-6101-150
					522.13	EX 01-6101-150
					7.89	EX 01-6101-150
					7.90	EX 01-6102-150
					403.02	EX 01-6302-150
25189	2460	ALSCO - BIRMINGHAM		2/09/2016	31.30	MATS
					31.30	EX 01-6000-141
25190	1931	APCO EMPLOYEES CREDIT UNION		2/09/2016	200.00	DEDUCTIONS THRU FEBRUARY 5, 20
					200.00	EX 01-2037-000
25191	1215	AT WORK UNIFORMS		2/09/2016	383.45	
					383.45	EX 01-6302-113
25192	2403	AYCOCK, MIKE		2/09/2016	780.00	DISPATCH JANUARY 23 - FEBRUARY
					780.00	EX 01-6101-119
25193	1017	VOID-VOID-VOID		2/09/2016	0.00	voided check
25194	1017	BIRMINGHAM WATER WORKS		2/09/2016	5,540.18	FORD AVENUE JANUARY 2016
					50.34	EX 01-6000-150
					68.59	EX 01-6602-150
					25.22	EX 01-6602-193
					47.12	EX 01-6102-150
					138.83	EX 01-6602-194
					2,742.08	EX 01-6102-131
					2,468.00	EX 01-6102-131
25195	1329	BRIGGS INSURANCE AGENCY, INC.		2/09/2016	678.15	VOLUNTEER FIREFIGHTERS ACCIDEN
					678.15	EX 01-6102-204
25196	1206	CITY FIRE & AUTO LLC		2/09/2016	70.64	OIL, LUBE, & FILTER CHANGE
					70.64	EX 01-6000-122

Check No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25197	1102	COLE, ALICIA	2/09/2016	80.00	INTERPRETER THRU FEBRUARY 5, 2 EX 01-6101-144
25198	1607	ECONO PRINTING SERVICE, INC.	2/09/2016	73.10	NOTICE FORMS EX 01-6101-123
25199	1040	EMPLOYEES RETIREMENT SYSTEM	2/09/2016	51,211.81	JANUARY 2016 REMITTANCE EX 01-2031-000
25200	1123	FASTENAL COMPANY	2/09/2016	35.66	EX 01-6302-129
25201	1090	HAND ARENDALL, L.L.C.	2/09/2016	10,664.75	ID:25131-193083 EX 01-6000-111 1,755.00 EX 01-6000-111 1,890.00 EX 01-6000-111 2,759.75 EX 01-6000-111 4,260.00 EX 01-6000-111
25202	2409	J & S FLEET SERVICE & REPAIR	2/09/2016	3,493.04	R-77 REPAIR EX 01-6102-146
25203	1238	JAN-PRO OF NORTH ALABAMA	2/09/2016	355.00	FEBRUARY 2016 JANITORIAL SERVI EX 01-6000-141
25204	2597	JEFFERSON COUNTY COMMISSION	2/09/2016	68,767.61	PERSONNEL BOARD FY15 EX 01-6000-115
25205	1312	K & M MUFFLER & BRAKE	2/09/2016	502.00	CATALYTIC CONVERTER EX 01-6302-144
25206	2593	LAND TITLE COMPANY OF ALABAMA	2/09/2016	850.00	TITLE SEARCH EX 01-6000-111
25207	1079	LASER ONE COMMUNICATIONS	2/09/2016	375.00	EX 01-6102-170
25208	1619	LEGALSHIELD	2/09/2016	15.95	EX 01-2043-000
25209	1844	LIBERTY NATIONAL	2/09/2016	1,235.84	FEBRUARY 2016 REMITTANCE EX 01-2038-000
25210	1108	LOCAL GOVERNMENT HEALTH	2/09/2016	42,347.00	FEBRUARY 2016 REMITTANCE EX 01-6000-106 3,378.00 EX 01-6102-106 6,156.00 EX 01-6101-106 11,963.00 EX 01-6302-106 6,364.00 EX 01-6602-106 1,418.00 EX 01-6603-106 392.00 EX 01-2026-000 11,815.00 EX 01-6000-199 861.00

Check No	Vendor	Voucher No	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25211	1097		MCPHERSON ALABAMA TAX EXEMPT	2/09/2016	1,667.41	JANUARY 2016 GASOLINE EX 01-6000-122 44.46 EX 01-6101-122 1,622.95
25212	1136		MUNICIPAL & COMMERCIAL	2/09/2016	41.95	TROUSERS/GOLD STRIPS EX 01-6102-113 41.95
25213	1041		PEIRAF-DEFERRED COMPENSATION	2/09/2016	2,272.00	JANUARY 2016 REMITTANCE EX 01-2044-000 2,272.00
25214	1031		PEOPLES FIRST FEDERAL	2/09/2016	2,722.99	90411 BCD-33 93.50 EX 01-6101-410 1,310.35 EX 01-6302-420 87.85 EX 01-6302-420 1,231.29
25215	1105		PROTECTIVE LIFE INSURANCE CO	2/09/2016	219.29	EX 01-2038-000 219.29
25216	1077		QUILL	2/09/2016	86.52	Z-GRIP NEON RT BP DZ BLU EX 01-6101-121 4.99 EX 01-6000-121 81.53
25217	1049		RICHARDSON HARDWARE COMPANY	2/09/2016	465.49	ADMINISTRATION JANUARY 2016 EX 01-6000-129 9.89 EX 01-6102-141 60.75 EX 01-6302-129 394.85
25218	1016		SEWER AND WATER BILL	2/09/2016	1,128.49	LIBRARY JANUARY 2016 EX 01-6603-150 266.93 EX 01-6602-150 138.83 EX 01-6101-150 314.41 EX 01-6102-150 314.40 EX 01-6302-150 93.92
25219	1191		STONE & SONS ELECTRICAL CONT.	2/09/2016	509.50	EX 01-6302-153 509.50
25220	1166		TARRANT BOARD OF EDUCATION	2/09/2016	189,868.36	JANUARY 2016 REMITTANCE EX 01-6700-902 178,128.71 EX 01-6700-907 9,413.32 EX 01-6700-900 1,411.28 EX 01-6700-903 915.05

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25221	1096	TARRANT ELECTRIC DEPARTMENT		2/09/2016	2,974.41	JANUARY 2016 - JUNEAU, LYNN EX 01-6000-103
25222	1177	UNION SECURITY INSURANCE CO.		2/09/2016	759.78	FEBRUARY 2016 REMITTANCE EX 01-6102-107 151.20 EX 01-6000-107 88.20 EX 01-6101-107 260.19 EX 01-6302-107 184.59 EX 01-6602-107 50.40 EX 01-6603-107 25.20
25223	1021	VERIZON WIRELESS		2/09/2016	1,011.77	FIRE DEPT JANUARY 2016 EX 01-6000-161 189.54 EX 01-6302-161 172.62 EX 01-6602-161 51.78 EX 01-6102-161 182.77 EX 01-6101-161 415.06
25224	1254	VULCAN CONSTRUCTION		2/09/2016	1,356.85	MODIFIED GRAVEL FOR LANDFILL EX 01-6302-191 1,356.85
25225	1505	WARD & WILSON, L.L.C.		2/09/2016	1,671.88	FEBRUARY 2016 RECORDER JUDGE EX 01-6000-117 1,671.88
25226	1087	WESTWOOD AUTO PARTS, INC.		2/09/2016	49.30	TIRE SHINE EX 01-6101-144 6.95 EX 01-6101-144 42.35
Number Of Checks: 41						
Total Check Amount: 397,430.84						

Fund Control: 20

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25227	2493	FOOD OUTLET #69		2/09/2016	439.52	PRISONER MEALS JANUARY 19, 201
					394.68	EX 20-6200-126
					44.84	EX 20-6200-126

Number Of Checks: 1
Total Check Amount: 439.52

Date: 2/09/2016
Time: 11:49
User: SHERRI

CITY OF TARRANT
Check Register
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Fund Control: 24

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25228	1090	HAND ARENDALL, L.L.C.		2/09/2016	1,035.00	ID:25131-219564 EX 24-6904-332

Number Of Checks: 1
Total Check Amount: 1,035.00

Fund Control: 31

Date: 2/09/2016
Time: 11:49
User: SHERRI

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25229	1701	REGIONS BANK		2/09/2016	58,661.15	FEBRUARY 2016 REMITTANCE
					28,583.54	EX 31-1010-000
					2,240.63	EX 32-1012-000
					27,836.98	EX 33-1010-000
					58,661.15	
					1	Number Of Checks:
					58,661.15	Total Check Amount:

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Time: 11:49
User: SHERRI

CITY OF TARRANT
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Fund Control: 40

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25230	1413	AT & T		2/09/2016	1,105.05	205 M78 6595 595 0547 FEBRUARY EX 40-6600-161 1,105.05
Number Of Checks:		1		Total Check Amount:		1,105.05
Number Of Checks:		45		Total Check Amount:		458,671.56
** Final Totals **						

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 and Mayor Tuck

NAYS: None

ABSENT: Councilmember Middlebrooks

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 at 7:25 p.m.

READ AND APPROVED THIS THE 7TH DAY OF MARCH, 2016.

Attest:


Lillian A. Keith, City Clerk


LOXCIL B. TUCK, MAYOR