

PRE-COUNCIL MEETING OF THE CITY OF TARRANT, ALABAMA

HELD ON MONDAY, APRIL 20, 2015

The City Council of the City of Tarrant, Alabama met in regular Pre-council Meeting on Monday, April 20, 2015 at 6:05 p.m. at City Hall.

The purpose of said meeting was to review the Monday, April 20, 2015 agenda for the 7:00 p.m. regularly scheduled City Council Meeting.

The following officials were present:

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

The following official was absent:

John T. "Tommy" Bryant	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
Chief Dennis Reno
Lieutenant Jason E. Rickels
Joe Schmitt
Lillian A. Keith

The following department head was absent:

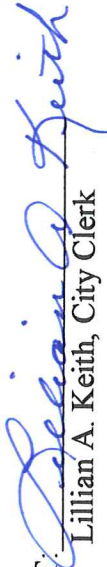
Chris O'Rear

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 6:55 p.m.

READ AND APPROVED THIS THE 4TH DAY OF MAY, 2015.

APPROVED: 
LOXCIL B. TUCK, MAYOR

ATTEST: 
Lillian A. Keith, City Clerk

REGULAR MEETING OF THE CITY OF TARRANT, ALABAMA

HELD ON MONDAY, APRIL 20, 2015

The City Council of the City of Tarrant, Alabama met in regular session on the 20th day of April, 2015 at 7:00 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 Jason E. Rickels to lead the pledge of allegiance to the U. S. flag.

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

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

The following official was absent:

John T. "Tommy" Bryant	Councilmember
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Mayor Loxcil B. Tuck stated that the Councilmembers had been provided with copies of the minutes of the Pre-council Meeting held on Monday, April 6, 2015, the Regular City Council Meeting held on Monday, April 6, 2015, and the City Council Work Session held on Monday, April 13, 2015 and asked if there were any additions or corrections. The motion was made by Mayor Pro Tem Horton and seconded by Councilmember Middlebrooks, to approve said minutes as written. Upon roll call, all members present voted yes.

Mayor Tuck shared that Rushing Springs Baptist Church had honored the Tarrant Police Department on Saturday, April 18, 2015, by providing a meal for our Police Officers. Mayor Tuck stated that in connection with this, she wished to read the following proclamation, in honor of our Police Officers:

CITY OF TARRANT, ALABAMA

PROCLAMATION

“PEACE OFFICERS MEMORIAL DAY AND POLICE WEEK”

WHEREAS, as the health and safety of all residents, of the City of Tarrant is important to the happiness, prosperity and well-being of our families and community; and

WHEREAS, the City of Tarrant, Alabama is proud of the dedicated law enforcement officers who put their lives on the line to keep our community safe; and

WHEREAS, these officers stand as leaders, educating the community about the importance of public safety; and

WHEREAS, we appreciate the extraordinary efforts and sacrifices made by officers and their families members on a daily basis in order to protect our schools, workplaces, roadways, and homes; and

WHEREAS, “Peace Officers Memorial Day and Police Week” is an opportunity to show support for law enforcement;

NOW, THEREFORE, I, Loxcil B. Tuck, the Mayor of the City of Tarrant, Alabama, do hereby proclaim that the 15th day of May, 2015 to be designated as “Peace Officers Memorial Day” and the week thereof as “Police Week”, and call this observance to the attention of our citizens.

Presented this 20th day of April, 2015

In witness whereof I have hereunto
Set my hand and caused the seal of
The City of Tarrant, Alabama

Mayor Loxcil B. Tuck

Mayor Tuck stated that she would have the document framed, so that the Police Department would be able to display the proclamation.

Mayor Tuck shared an email which she had received recently from Mr. John Carson. The email read as follows:

Dear Madam or Sir:

I just saw the video and news story about one of your residents dealing with poverty, who had been helped by the Tarrant Police. The video showed how Police Officers had helped her acquire food for her family, since she could hardly afford to feed herself. Although I have never been to Tarrant, I just want to mention how touched I am by the thoughtfulness and caring of your Police. I attended an orientation last week at my local Salvation Army and learned about their good deeds. I believe that it is great to show appreciation, for those who truly care.

Sincerely,

Mr. John Carson

Mayor Tuck stated that she had attended a *Mortgage Burning Service* at East Boyles Baptist Church, on Sunday, April 19, 2015. Mayor Tuck stated that Councilmember Tommy Bryant had also been in attendance. Mayor Tuck stated that the late Doctor Beverly, who had been the pastor for East Boyles Baptist Church, was responsible for initiated the Building Program. Mayor Tuck explained that the Building Program had been created to pay for the building, at the current location of East Boyles Baptist Church. Mayor Tuck stated that the Church had paid the mortgage in full, in thirteen years. Mayor Tuck shared that the meeting had been very impressive.

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

RESOLUTION NO. 8043

A RESOLUTION RELEASING LIEN AND AMENDING RESOLUTION NUMBER 7843 AN ASSESSMENT FOR PROPERTY LOCATED AT 2421 ETOWAH STREET TARRANT, ALABAMA AS SAID LIEN HAS BEEN PAID IN FULL

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 20, 2015, at 7:00 p.m. as follows:

Section 1. That Resolution Number 7843, adopted October 21, 2013, assessing the cost of abatement for the property located at 2421 Etowah Street, Tarrant, Alabama, as provided in Ordinance Number 1017 is hereby amended,

Section 2. That said resolution is hereby amended and the referenced lien released, as said assessment has been paid in full as follows,

<u>Resolution No.</u>	<u>Property</u>	<u>Assessment</u>	<u>Parcel I. D. No.</u>
7843	2421 Etowah Street	\$868.17	23-04-3-001-010.000-RR-00

Section 3. A copy of said resolution shall be forwarded to the current owner of said property.

ADOPTED this the 20th day of April, 2015,

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8043 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

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

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8043 duly and legally adopted.

Whereupon, Councilmember Middlebrooks introduced and after reading at length moved for the adoption of the following proposed resolution:

RESOLUTION NO. 8044

A RESOLUTION RELEASING LIEN AND AMENDING RESOLUTION NUMBER 7843 AN ASSESSMENT FOR PROPERTY LOCATED AT 2148 EVERGREEN STREET TARRANT, ALABAMA AS SAID LIEN HAS BEEN PAID IN FULL

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 20, 2015, at 7:00 p.m. as follows:

Section 1. That Resolution Number 7843, adopted October 21, 2013, assessing the cost of abatement for the property located at 2148 Evergreen Street, Tarrant, Alabama, as provided in Ordinance Number 1017 is hereby amended,

Section 2. That said resolution is hereby amended and the referenced lien released, as said assessment has been paid in full as follows,

<u>Resolution No.</u>	<u>Property</u>	<u>Assessment</u>	<u>Parcel I. D. No.</u>
7843	2148 Evergreen Street	\$673.78	13-33-4-009-019.000-RR-00

Section 3. A copy of said resolution shall be forwarded to the current owner of said property.

ADOPTED this the 20th day of April, 2015,

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8044 was seconded by Councilmember Matthews, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8044 duly and legally adopted.

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

RESOLUTION NO. 8045

A RESOLUTION AUTHORIZING THE MAYOR TO SALE ONE 1995 CHEV 2500 4X4 PICK UP FOR THE CITY OF TARRANT PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Tarrant, Alabama declared one (1) 1995 Chev 2500 4X4 Pick Up as surplus property, on March 2, 2015 by adoption of Resolution Number 8020; and

WHEREAS, the City of Tarrant, Alabama rejected bids received on March 20, 2015 for one (1) 1995 Chev 2500 4X4 Pick Up as surplus property, by Resolution Number 8030, adopted April 6, 2015; and

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 20, 2015 at 7:00 p.m. as follows:

Section 1. That the Mayor of the City of Tarrant, Alabama is hereby authorized to convey one (1) 1995 Chev 2500 4X4 Pick Up VIN 1GCGK24K3SZ205746, for the City of Tarrant Public Works Department,

Section 2. That said vehicle shall be sold to F. Allen Waugh in exchange for the sum of Sixteen Hundred Dollars and no cents (\$1,600.00, and the Mayor of the City of Tarrant, Alabama and the City Clerk are hereby authorized to execute all documents necessary related to conveying the said vehicle.

ADOPTED this the 20th day of April, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8045 was seconded by Councilmember Matthews, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8045 duly and legally adopted.

Whereupon, Councilmember Anderson introduced and after reading at length moved for the adoption of the following proposed resolution:

RESOLUTION NO. 8046

A RESOLUTION FOR THE APPOINTMENT OF THE FIRE CHIEF FOR THE CITY OF TARRANT, ALABAMA FIRE AND RESCUE DEPARTMENT

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 20, 2015 at 7:00 p.m. as follows:

Section 1. That Jason E. Rickels, is hereby appointed Fire Chief for the City of Tarrant, Alabama Fire and Rescue Department, subject to Jefferson County Civil Service laws, rules and regulations promulgated there under. Jason E. Rickels shall hold office until the next general municipal election and until a successor to serve in the office of Fire Chief for the City of Tarrant, Alabama Fire and Rescue Department is elected and duly qualified at such a salary as shall be fixed and as may be amended from time to time by the Council.

Section 2. That said appointment shall be effective April 20, 2015.

ADOPTED this the 20th day of April, 2015.

APPROVED: _____
Loxcil B. Tuck, Mayor

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8046 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8046 duly and legally adopted.

Mayor Tuck asked Chief Rickels and his family to come forward, in order to administer the Oath of Office. Chief Rickels thanked Mayor Tuck and the City Council for their support.

Whereupon, Councilmember Middlebrooks introduced and after reading at length moved for the adoption of the following proposed resolution:

RESOLUTION NO. 8047

A RESOLUTION APPOINTING ROBERT CAMP, ALVIN SAMPLES AND ED SPIVEY TO THE TARRANT INDUSTRIAL DEVELOPMENT BOARD FOR SIX YEAR TERMS; SAID TERMS SHALL BEGIN APRIL 20, 2015 AND EXPIRE APRIL 19, 2021

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 20, 2015 at 7:00 p.m. as follows:

Section 1. That Robert Camp, Alvin Samples and Ed Spivey are hereby appointed to the Tarrant Industrial Development Board for six year terms,

Section 2. That said terms shall begin April 20, 2015 and expire April 19, 2021,

Section 3. That a copy of this Resolution be forwarded to the above members and said board, ADOPTED this the 20th day of April, 2015.

APPROVED: LOXCIL B. TUCK, MAYOR

ATTEST: Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8047 was seconded by Councilmember Matthews, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8047 duly and legally adopted. Mayor Tuck thanked Bill Camp, Ed Spivey and Alvin Samples for being willing to serve, on the Industrial Development Board. Mayor Tuck explained to the new members that Attorney Goldman would arrange to meet with them, to assist them in organizing.

Whereupon, Councilmember Matthews introduced and after reading at length moved for the adoption of the following proposed resolution:

RESOLUTION NO. 8048

A RESOLUTION AUTHORIZING A MASTER CONTRACT AND COMPREHENSIVE SERVICES AGREEMENT WITH CENTRAL SERVICE ASSOCIATION.

WHEREAS, the City of Tarrant, Alabama (“the City”) has an ongoing business relationship with Central Service Association (“CSA”);

WHEREAS, the Tarrant City Council desires to authorize the Mayor to enter into the Master Contract and Comprehensive Services Agreement with CSA in the form attached hereto as **Exhibit A** hereof (“the Agreement”);

WHEREAS, the Agreement authorizes the continued retention of CSA to serve as consultants for the City and employ other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part;

WHEREAS, the Agreement authorizes the purchase of computer hardware where the hardware is the only type that is compatible with hardware already owned by the City;

WHEREAS, the Agreement authorizes the purchase of computer software customized for the City’s use; and

WHEREAS, the Agreement authorizes the purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of the City’s electric system;

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, April 20, 2015, at 7:00 p.m. as follows:

- A. That the Mayor of the City of Tarrant, Alabama, on behalf of the City and the Tarrant Electric Department, is hereby authorized to enter into the Master Contract and Comprehensive Services Agreement with Central Service Association in the form attached hereto as **Exhibit A** hereof; and
- B. That the City Council authorizes the expenditure of all sums required by the Agreement.

Adopted this the 20th day of April, 2015.

APPROVED: _____
Loxcil B. Tuck, Mayor

ATTEST: _____
Lillian A. Keith, City Clerk

EXHIBIT A



Contract No. MC-220

CENTRAL SERVICE ASSOCIATION
MASTER CONTRACT
AND
COMPREHENSIVE SERVICES AGREEMENT
WITH

Tarrant Electric Department

Acceptance Date: _____, 20____. (to be completed by CSA)

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This contract is confidential, privileged, and proprietary information and may not be disclosed to any third party.

DEFINITIONS

“CONTRACTOR” shall mean Contractor as defined on page one hereof.

“CSA” shall mean Central Service Association.

“Core Product” shall mean a customer information system product of CSA.

“MASTER CONTRACT” shall mean this Master Contract between Contractor and CSA as defined on page two hereof.

“MEMBER” shall mean the Contractor when specific, but in general shall mean any municipal utility provider, utility district, utility cooperative or other similar organization or entity which may be granted membership in CSA pursuant to its Bylaws.

“NON-VOTING MEMBER” shall mean a Member of CSA that does not qualify to be a Voting Member of CSA pursuant to its Bylaws, often referred to as an Associate Member.

“PARTIES” shall mean both Contractor and CSA.

“SERVICE ORDER FORM” shall mean a form so designated by CSA, in its sole discretion, by which Contractor can elect certain products or services to be provided by CSA. The terms of which shall incorporate all terms and conditions of this Master Contract as if set forth therein.

“SUPPLEMENT” shall mean any contract supplementing this Master Contract or any addendum thereto and signed by the Parties to supplement or amend this Master contract, by which Contractor is requesting or obtaining a product or service from CSA.

“SUPPLEMENTAL DOCUMENTS” shall mean any Supplement, Service Order Form, Letter of Engagement, End User License Agreement, Price Sheet, Supplement or similar document created by CSA and signed by the Parties to supplement or amend this Master Contract, by which Contractor is requesting or obtaining a product or service from CSA.

“THIRD PARTY PROVIDER” shall mean any hardware, software, communication or other provider other than CSA which provides products or services necessary to operate CSA products or services.

“VOTING MEMBER” shall mean a Member of CSA that is, if in good standing and otherwise qualified, entitled to vote its stock in CSA, and to receive the benefits thereof, if any, in accordance with CSA’s Bylaws. In addition to any other requirements set forth in the Bylaws, a Member must contract for a Core Product/Service offering from CSA in order to be eligible to be a Voting Member.

ARTICLE 1: BACKGROUND AND MEMBERSHIP

SECTION 1.1 INTRODUCTION

This Master Contract and Comprehensive Services Agreement (the "Master Contract") is made and entered into by and between Central Service Association, a Mississippi corporation, being operated as a cooperative on a not-for-profit basis, (hereinafter "CSA"), and **Tarrant Electric Department**, a municipal corporation, department of a municipal corporation, a utility district, a corporation or a cooperative, organized and existing under the laws of the State of **Alabama** (hereinafter "Contractor").

CSA is a member owned cooperative which offers its Members software and billing solutions as well as other ancillary and employee benefit services. CSA's product/service offerings are generally grouped into three categories: 1. Core Products/Services; 2. Non-Core Ancillary Products/Services; and 3. Stand Alone Products/Services. In order to obtain products or services from CSA, a Contractor is generally required to become a Member of CSA. Such Membership is divided between voting and non-voting Members in accordance with CSA's Bylaws, which require a Contractor to participate in a Core Product/Service in order to be qualified to be a voting Member.

CSA and Contractor agree to be mutually bound by the terms of this Master Contract. CSA agrees to provide the products/services requested by Contractor. In turn, Contractor agrees to pay for such products, services and/or equipment as may be required or used in the operation of the Contractor's utility distribution system or systems in conjunction herewith.

Section 1.2 SCOPE AND APPLICABILITY

This Master Contract shall govern the agreement between CSA and Contractor in all respects and replaces and supplants the prior Service Contract between CSA and Contractor. Any existing Supplements as of the execution of this Master Contract remain in place, except as modified hereby. This Master Contract may be supplemented by certain Supplemental Documents relating to specific products and/or services as may be selected by Contractor. However, absent express language to the contrary in any such Supplemental Document(s), the terms of this Master Contract shall govern. To the extent that the same are inconsistent, except as expressly modified by said Supplemental Document(s), the terms of this Master Contract shall be interpreted in all respects to be superior and controlling.

Section 1.3 STOCK

If not already a stockholder, Contractor agrees to purchase concurrently with the execution of this Master Contract, one share of stock, voting or non-voting, in CSA at its par value of one dollar (\$1.00) which value is agreed to be nominal. A voting share of stock, in good standing, will entitle Contractor to one vote in all stockholders meetings of CSA pursuant to its Bylaws. Contractor shall surrender any and all stock it has in CSA upon the earlier of such time as all contracts between CSA and Contractor are terminated or when it ceases to use the services of CSA. No dividends, with the exclusion of patronage capital, will be paid on any CSA stock at any time.

Section 1.4 BYLAWS

The Contractor hereby agrees to be bound by the Bylaws of CSA, which to the extent, if any, any discrepancy is found between this or any agreement between Contractor and CSA and said Bylaws, the Bylaws shall govern in all respects. CSA will provide Contractor a copy of its Bylaws upon reasonable request. CSA may fulfill this obligation by making the same available on a secure website available to Contractor.

ARTICLE 2: TERM AND AMENDMENT

Section 2.1 TERM

This Master Contract will become effective when signed by Contractor and subsequently accepted in writing by CSA. Contractor agrees that this Master Contract will thereafter remain in full force and effect for so long as it receives any products, services or equipment from CSA. This Master Contract may only be terminated as provided herein. In no event may this Master Contract be terminated during the pending term of any Supplemental Document(s) or other agreement of any kind pursuant to which Contractor receives any product, services or equipment from CSA.

To the extent that Contractor has existing Supplements at the time of execution of this Master Contract with varying expiration dates, said dates are hereby modified to be the latest expiration of the term of any existing Supplement. Thereafter, all such Contracts shall automatically renew and extend themselves for a term equal to the longest term thereof.

Should Contractor simultaneously herewith or subsequently hereafter contract for Products and/or Services from CSA the initial term of that service will be set forth in the applicable Supplemental Documents, which shall then extend the term of all then existing contracts for Products and/or Services to be the same as set forth in the new Supplemental Documents, and all such contracts shall thereafter automatically renew and extend themselves for the longer term thereof, unless written notice of intent to terminate the same is received at least Ninety (90) days prior to the expiration of the then existing term. In no event shall any Supplemental Document shorten the term of any contract for any Core Product.

Section 2.2 AMENDMENT

CSA may publish from time to time periodic amendments to any of its contracts. Any amendment so published shall state when it is to become effective, which time period shall be no less than Sixty (60) days from the date of such publication. Contractor may reject said amendment in writing during said time period. If no rejection is received, said amendment shall become effective on the Sixty-First (61) day following publication. Should Contractor notify CSA in writing of its intention to reject said amendment, said amendment shall not become effective as to Contractor until the next contract renewal, at which time the amendment will become effective absent termination by Contractor. This provision shall not govern rate adjustments, which are provided for elsewhere in this Master Contract.

ARTICLE 3: FINANCIAL OBLIGATIONS

Section 3.1 RATES AND CHARGES

CSA bases its pricing models upon its actual costs and reasonable operating margins to provide products/services to Contractors. CSA may agree to maintain a fixed price during the initial term of any product agreement. However, absent such an agreement or at the expiration of the same, CSA will charge its then applicable rates for its products and services, which CSA may increase from time to time.

Section 3.2 PAYMENT OF CHARGES

Contractor agrees that it is obligated to and shall pay for all charges resulting from this Master Contract, or any Service Order Form or other Supplemental Document, within Fifteen

(15) days after being invoiced by CSA. All payments are due and payable at the general office of CSA in Tupelo, Mississippi.

To the extent that Contractor fails to pay any charge when due and such failure shall continue for thirty (30) days after receipt of written notice thereof from CSA, Contractor shall be considered to be in default of this Contract and CSA may terminate this Contract and any other agreements with the Contractor. In that event, Contractor shall be liable for payment of: 1. any and all outstanding charges then due; 2. all termination charges as defined in the "Termination" section of this Master Contract; and 3. any costs to CSA for collection of said amounts, including but not limited to its attorneys' fees.

Any invoice(s) remaining unpaid after their respective due dates shall be assessed a fee equal to 1 ½% per month of the unpaid balance. CSA reserves the right, but shall not be obligated, to waive such fees in its sole and absolute discretion should it determine that the late payment was due to circumstances beyond Contractor's control.

Section 3.3. EXCESS COLLECTIONS

CSA is operated as a cooperative pursuant to its Bylaws. As such, excess collections during any fiscal year, which are not held by CSA as retained earnings, may be returned to the Voting Members of CSA at the discretion of its Board of Directors as patronage capital in accordance with CSA's Bylaws.

ARTICLE 4: DUTIES OF THE PARTIES

Section 4.1 CSA RESPONSIBILITIES

Section 4.1.1 CSA Services. Following acceptance of a Service Order Form or other Supplemental Document, CSA shall provide any and all services for which Contractor requests and agrees to pay pursuant thereto. The terms of the Service Order Form or Supplemental Document will govern as to the duties of CSA for said good or service. However, this Master Contract shall otherwise govern as to all terms and conditions existing between the parties.

Section 4.1.2 Licenses. CSA shall license to Contractor during the term hereof, or the term of any extension hereof, all products or services for which Contractor requests, and agrees to pay for, subject to the terms and conditions of this Master Contract and any related Supplemental Document. All such licenses granted hereunder shall be term licenses. Said

license(s) shall continue for only so long as the term has not expired and Contractor continues such subscription along with its support and maintenance requirements.

Section 4.1.3 Administrative Extension. As an organization wholly owned by its Members (Contractors) and operating as a cooperative on a not-for-profit basis, CSA and Contractor agree that CSA should be regarded as an extension of the administrative offices of Contractor. As such, errors or mistakes in processing of data which are caused by reasons other than improper communication of information by or on account of Contractor may be corrected by reprocessing by CSA at no cost to Contractor. However, in no event shall CSA have any liability to Contractor for such incorrect processing. CSA will maintain a competent staff of personnel and reliable equipment in order to perform services for Contractor. Delay caused by failure or malfunction of computer equipment, data communications equipment including lines, or terminal equipment beyond the control of CSA shall not be the responsibility of CSA. In no event shall CSA be liable for incidental or consequential damages.

Section 4.1.4 Connectivity and Limits. CSA will, when applicable and necessary, assist in the facilitation of communication links between the Contractor and certain third party providers as required in conjunction with CSA products and/or services. CSA may, as shall be set forth in any applicable Supplemental Document, provide and charge for such communication links. Contractor agrees that CSA is not responsible for damages or delays resulting from third party outages.

Section 4.1.5 Professional Services. Certain optional professional services are available to Contractor upon request. Such services will be billed to the Contractor at the then current rate for time and expenses of CSA depending upon the personnel and technical expertise required. Unless otherwise provided in writing, the classes and rates for such services are subject to change without notice. The Parties will endeavor to document the scope of the Professional Services in writing. Current rate schedules are available upon request by Contractor. CSA will endeavor to complete the service in as timely and efficient manner as possible. To properly schedule Professional Service engagements, CSA requests Contractor to provide two (2) business days notification on all requests. Priority for performing Professional Services will be made on a first request basis. However, exceptions may be made if in the discretion of CSA, it is determined that the needs for assistance of other members are more time sensitive. For on-site professional

services, there will be a minimum charge of two (2) hours for each Professional Service engagement. Contractor will pay for normal travel time from CSA Headquarters to Contractor's site only. Travel time back to CSA will not be invoiced to Contractor. Travel expenses will be billed at cost, including meals, lodging, and mileage at the approved IRS rate. CSA and Contractor acknowledge that there may arise emergency situations in which a simple verbal understanding may be all that is available in order to complete the requested service within the required timeframe. (i.e., support on equipment not purchased through CSA, virus detection and recovery, disaster recovery, etc.) Contractor and CSA agree that such services shall be performed in accordance with the terms and conditions of this Master Contract and both Parties shall document the engagement as soon as practical during or immediately following completion of the services.

Section 4.1.6 Equipment Orders. Contractor may from time to time order equipment or hardware through CSA. In those instances the transaction may be documented solely by a quote and acceptance, or purchase order. Contractor agrees that the terms of this Master Contract shall be included in such purchase, and that in no event may the terms of any such purchase order alter or amend the terms hereof.

Section 4.2 CONTRACTOR RESPONSIBILITIES

Section 4.2.1 Software Licensing. Contractor acknowledges and agrees that, unless otherwise specified, that it is not purchasing any software from CSA. Instead, it is obtaining certain licenses to utilize software belonging exclusively to CSA. All such licenses shall be for a set term and shall not be exclusive in any way to Contractor. Contractor may not transfer or assign any such licenses. Contractor may continue to utilize such licenses, pursuant to their terms or the applicable End User License Agreement, for only so long as Contractor remains in compliance therewith and continues to pay any and all ongoing charges and any maintenance or support fees associated therewith and further maintains all required equipment and/or any underlying required third-party software platforms.

Section 4.2.2 Equipment Ownership. Depending upon which products or services are elected by Contractor, CSA may be called upon to provide equipment to Contractor. To the extent that CSA provides any such equipment to Contractor, it will be placed on the premises of Contractor for utilization in the process of providing services to the Contractor. Contractor will

have no ownership with respect to any such equipment and shall be responsible for returning the equipment, upon termination of the respective supplement, in good condition (excepting natural wear and tear under normal use). CSA will act as the administrative agent for the Contractor in contracting for lease and maintenance of such equipment and payment of the monthly lease and maintenance charges to the third party (or parties) involved in such lease arrangements.

Alternatively, if the Contractor elects to provide its own equipment to be used in providing services from CSA, such equipment shall meet all specifications as defined by CSA for the particular service so provided. Maintenance and all other aspects of equipment ownership shall be the responsibility of the Contractor.

Section 4.2.3 Hardware and Software Requirements. Contractor agrees to maintain and license, as required, at its expense, from the appropriate vendor(s), any and all pre-requisite software and/or hardware, including the most current or recent release of the same, necessary to utilize CSA's products or services. Due to the dynamic nature of the products and services offered by CSA, the required prerequisite software/hardware is subject to change from time to time upon notification by CSA. Failure to maintain current software and/or hardware may result in additional charges to Contractor. CSA may provide such notification by publication of the same or by such other reasonable means as it deems necessary. If CSA assistance is required on-site to the Contractor to install any new version/upgrade of any required hardware or software, Contractor will incur the cost for this professional service at CSA's then current standard rates for professional services, plus travel expenses.

Section 4.2.4 Physical Circuit Responsibility. Contractor agrees that it will and is obligated to maintain certain physical communication circuits to its facilities in order for certain systems contracted with CSA to operate. Disruptions of any such communication facility or physical telephone service provided by any outside firms are not the responsibility of CSA, nor will they be considered service outages subject to compensation or reduction in any amounts due hereunder. Compensation for communication or circuit difficulties must be obtained directly from the carrier(s) involved. CSA makes no warranty of any kind with respect to the performance of circuits provided by any communication carriers involved in a particular contractor connection.

Section 4.2.5 Agreement to Upgrade and Maintain Third Party Licensing.

Contractor agrees that in order for the CSA products and software to function properly that it will be required to obtain, and periodically upgrade and maintain certain hardware and/or third-party platform software products/services on the most current versions. Contractor agrees to cooperate with CSA in making such upgrades. Contractor agrees that it will keep the most current release of all applicable software on its machine(s) at all times. Failure to maintain current software and/or hardware may result in additional charges to Contractor.

Section 4.2.6 Third Party Licensing. Contractor agrees that it will at all times be responsible for purchasing and maintaining the proper number of licenses for its user needs in accordance with any required third-party software provider requirements. Failure to do so may, if not cured, cause a material breach of this and all other agreements with CSA.

Section 4.2.7 No Unauthorized Reproduction. Contractor agrees not to copy or reproduce in any way, in whole or in part, any software products supplied by CSA under this or any other contract, without prior written consent of CSA. Contractor agrees that the original copy of software products furnished by CSA and any copies thereof made by Contractor, if authorized, are, and shall remain, the sole property of CSA.

Section 4.2.8 Contractor Investigatory Responsibility. Contractor agrees to assist CSA and any other investigating agency in determining the cause of and person(s) responsible for any violation of this Agreement or any applicable privacy policy that is traced to the Contractor's equipment, facilities or connection.

Section 4.2.9 Contractor Back-Up Responsibility. Contractor shall be solely responsible for establishing and maintaining adequate back up procedures for all of their data, whether kept manually or in a computerized form. Contractor shall be responsible for testing its back up procedures routinely. No implied duty of backing up Contractor's data or other information shall exist on the part of CSA. CSA may offer certain back up services from time to time to Contractor; however, the same shall require a specific written agreement beyond simply contracting for the underlying software or service.

ARTICLE 5: RESTRICTIONS ON PROPRIETARY INFORMATION

Section 5.1 Proprietary Information

All source code, software, computer programs and documentation relating to the same along with any other intellectual property associated therewith shall at all times be the sole and exclusive property of CSA. All customer information and data of the Contractor shall be its sole and exclusive property. All such property shall be considered to be confidential in nature. Contractor and CSA agree that all proprietary or confidential information shall be treated with complete confidence and will not be made available to any third party, except in furtherance of the agreement between the parties. CSA may disclose such information to properly assigned agents of Contractor or to service providers of CSA retained for the purpose of providing the products and services to Contractor hereunder or under any related or supplemental contract or agreement. Likewise, Contractor shall keep in complete confidence any information concerning the source code, data models, business methods, pricing, programming methods and procedures which are to be considered confidential and proprietary trade secrets of CSA. All customer information or data of Contractor in the custody of CSA shall be and at all times remain the sole property of Contractor. The method, organization and manner in which such Contractor's customer information or data is stored shall at all times remain the sole exclusive proprietary information of CSA. Contractor agrees not to disclose, publish, release, transfer or otherwise make available any software product supplied by CSA under this contract in any form to any person other than employees of Contractor and CSA, without prior written permission from CSA. Contractor agrees to protect said confidential information from any unauthorized disclosure by its officers, agents and employees. Contractor agrees that it shall not allow use of the CSA products, services or software by entities not licensed by CSA for use of the same. Contractor shall not submit the CSA products, services or software to anyone for analysis or unsupervised demonstrative use. Contractor agrees, to the fullest extent allowed by law, to indemnify and hold CSA harmless from and against all cost, damages, liabilities and claims, including attorney fees, which may be assessed or charged against CSA as a result of Contractor's use of the software, services, or materials made available hereunder. To the fullest extent permitted by law, this Master Contract and all Service Order Forms and/or Supplemental Documents related hereto are additionally to be considered confidential between the Parties and

proprietary to CSA. It shall not be a breach of this Master Contract if Contractor is required as a matter of law to produce this Master Contract pursuant to any open records law applicable to Contractor. However, Contractor shall give prior notice to CSA that such record is either being produced or held open to the public. Contractor, however, shall restrict the dissemination hereof to the fullest extent lawful. In no event may Contractor disclose any other confidential or proprietary information of CSA. Contractor agrees that should it be subject to a subpoena or court order requiring the production of any information from CSA deemed confidential hereunder, that it will give CSA notice of the same allowing it an ample opportunity to appear and be heard therein to protect its confidential information.

Section 5.2 Third Party Proprietary Information

Contractor acknowledges that depending on what products or services it elects to receive from CSA, that it may be obligated to purchase or license third party software. To that end, Contractor shall be obligated to read, and agree to be bound by any applicable written agreements between CSA and the specified Third-Party Provider. Contractor acknowledges and agrees to assume and be responsible for all liabilities and obligations, which CSA has assumed toward the specified Third-Party Provider under such agreements. In other words, all sums which CSA becomes obligated to pay to the specified Third-Party Provider as a result of the services requested by and for Contractor shall ultimately be borne by Contractor. All terms and conditions of any agreement between CSA and the specified Third-Party Provider shall be and are incorporated by reference into the respective Supplemental Documents relating to said product or service requiring the same.

Likewise, Contractor further acknowledges and agrees that CSA may as the result of this Agreement enter into certain contracts on Contractor's behalf, and that Contractor will be responsible for promptly paying any and all charges, expenses or costs, as may fall due under said contracts or which may arise thereunder in any manner, including, without limitation, any amounts which may become due by way of indemnity, to the fullest extent lawful, or otherwise. Contractor also acknowledges that such agreement shall be liberally interpreted to fully include Contractor as a party in the place of CSA in all instances to which CSA is referred therein, and that said contracts, if applicable, are adopted either herein or into any applicable Supplemental Documents in their entirety as if fully agreed to and executed by Contractor.

ARTICLE 6: TERMINATION

Section 6.1 Termination by Contractor. This Master Contract and any Service Order Form or other Supplemental Document which becomes a part of this Contract may be terminated by Contractor on Ninety (90) days written notice to CSA. To the extent that such termination precedes the expiration date of the then in place Term hereof, Contractor will be liable for Termination Charges equal to One Hundred Percent (100%) of the normal monthly charges which would have been billed for the remaining term as if the Contract had not been terminated. Additionally, should the services of CSA be required following a notice of termination, then it shall be further entitled to a monthly administrative fee in an amount equal to Fifty Percent (50%) of its normal monthly charges. Unless a more precise amount can be determined by CSA, in its sole discretion, the term "normal monthly charges" shall mean the average of the monthly charges to Contractor for the most recent Twelve (12) full months in which service was rendered prior to termination date. In no event shall Contractor artificially manipulate its customer count in any manner in order to reduce the impact of Termination Charges.

Section 6.2 Termination for Breach. CSA may terminate this Master Contract and any Service Order Form or other Supplemental Document of any kind with Contractor for breach of this Contract, upon Thirty (30) days notice to Contractor. CSA may, but shall not be obligated to, give Contractor a cure period relating to any such breach, and in so doing said cure period shall not exceed Sixty (60) days. In the event that Contractor fails to pay any invoices tendered to it by CSA in a timely manner, CSA may either temporarily or permanently suspend its products and services offered to Contractor until such payment is made.

Section 6.3 Data Transfer Post Termination. In the event that this Contract is terminated for any reason by any Party or in the event that the same is not renewed, Contractor shall be entitled to its data. However, the format of such data as stored within the proprietary systems of CSA is and shall remain the confidential property of CSA. During the conversion process, CSA will not communicate with Contractor's replacement providers directly as CSA's relationship is and shall remain with its Contractor. Contractor shall provide CSA with reasonable instructions as to what format is desired for the transfer of its data. Contractor acknowledges that CSA cannot either format its data or transmit the same without proper instruction from Contractor. Contractor shall be responsible for any and all costs of producing

and formatting its data to be billed at CSA's then prevailing rate for professional services. Contractor shall sign a termination agreement acknowledging its obligation to pay all Termination charges hereunder as well as all data transfer fees and costs as well as any ongoing charges for any and all products or services of CSA utilized during said transition period. Said termination agreement shall set forth the format of the data requested, the provider to whom Contractor is moving, and a time line for conversion to be mutually agreed upon by CSA and Contractor. Contractor will pay all termination and other charges due to CSA prior to the commencement of the conversion process.

ARTICLE 7: DISPUTE RESOLUTION

In the event that a dispute arises between the Parties, which cannot otherwise be resolved by normal business channels and negotiation, that all such disputes, however arising, including by contract or by tort, shall be resolved by binding arbitration. This provision shall relate to any dispute between the Parties whether arising under this Master Contract, any Service Order Form, any Supplemental Document or any other contract or agreement or in any way related to the Parties in any form or fashion, including without limitation any service of any kind provided by CSA to Contractor, and further including any and all employee benefit services. The Parties agree that this Master Contract and the relationship between the Parties in general involve interstate commerce. Either Party may commence an arbitration proceeding by filing a demand for the same with the American Arbitration Association. Said arbitration shall be governed by the commercial rules of such organization. The arbitrator shall be either a practicing attorney or retired judge with at least fifteen (15) years of experience who has arbitrated at least five (5) commercial disputes, in the prior ten (10) years, and who has commercial contract and software experience. Priority shall be given during the selection process to all candidates for arbitrator that have software knowledge and/or expertise. The forum for such arbitration shall be in Tupelo, Mississippi at the headquarters of CSA, or such other location as the Parties might otherwise agree upon. The Parties waive any and all rights to a trial by jury, and any claims relating to venue, forum or jurisdiction. This provision shall be enforced and the Parties compelled to binding arbitration should any Party institute any action in any court. In that instance, any Party seeking to compel arbitration may be awarded an additional sum as damages

consisting of its costs and expenses in so compelling the matter to arbitration. The arbitrator may award actual damages only, as are limited by this Master Contract, and in no event can said arbitrator award any damages for special, incidental or punitive damages. This provision will not prevent either Party from obtaining emergency relief, such as a preliminary injunction or restraining order from a court of competent jurisdiction. However, all actions beyond the preliminary relief, including whether a permanent injunction or restraining order is necessary shall be decided by arbitration.

ARTICLE 8: INDEMNITY AND WARRANTY

Due to CSA acting hereunder as an extension of the administrative offices of Contractor and based upon its cost structure, for which Contractor benefits, Contractor agrees to indemnify CSA to the fullest extent lawful as is set forth herein. Contractor acknowledges that in order to obtain the licenses for the platform software products offered under this Contract at the prices obtained, CSA has been required to limit its rights against the software providers and, in certain instances, required to provide indemnity to such providers for any claims made against such providers by end users such as Contractor. Accordingly, in order to protect the interest of all the members of CSA, including Contractor, it is agreed that CSA's liability for the hardware or software products and services provided hereunder shall be limited as follows:

- a. CSA provides no warranties under this Master Contract, any Service Order Form or any other Supplemental Document, whether express or implied. CSA specifically disclaims any warranties of merchantability or fitness for a particular purpose. Contractor agrees to this warranty provision based upon the fact that CSA is a cooperative organization of which Contractor is a member, allowing it the benefit of a cooperative cost structure for which no margin is built in relation to warranty matters, thus waiving all warranty provisions to all members each of which are therefore similarly situated. However, CSA shall be and is obligated to utilize its best efforts to correct or repair any defect in software that is within CSA's control. Such obligation to repair or correct is Contractor's sole remedy against CSA. Contractor may have the benefit of any warranties extended by such software providers to CSA or Contractor. CSA in no event shall be liable for any

special incidental, consequential, punitive or indirect damages arising from the Contractor's use of the software products and services provided by this Supplement.

b. To the fullest extent allowed by law, Contractor agrees to indemnify, hold harmless, release and forever discharges CSA from any and all claims, demands, damages, judgments, costs and expenses, including attorneys' fees, that may be claimed, asserted or rendered in any way by or against CSA, on account of any actual, implied or alleged injury or damage to any person or entity arising out of, relating to or in any way resulting directly or indirectly out of or from (i) Contractor's use of the software products covered by or referenced in this Agreement or any Supplemental Document, or any prerequisite software or (ii) any breach on the part of Contractor of the terms and conditions of this Supplement, the Master Contract or any other agreement between Contractor and the provider of any of the aforementioned software products, or (iii) any contractual or common law rights of indemnity as may be asserted against CSA.

ARTICLE 9: VALUED EMPLOYEES

Contractor and CSA hereby acknowledge and agree that both the services provided by CSA and those undertaken by the Contractor often require highly specialized and trained employees. The level of training and specialty is ever increasing in this industry. Both the Contractor and CSA have expended substantial time, effort and expense in training, educating and locating personnel to appropriately staff for the needs of each organization. Often there will be an overlap of the skill, education and training required between the employees of the Contractor and those of CSA. However, neither organization should be discouraged in any way from allowing their employees to interact and work on common projects for the benefit of each organization. Accordingly, the Contractor and CSA each agree that during the term of this Master Contract or any Supplemental Document or any extension thereof, and for the period of Two (2) years following the termination thereof, to refrain from directly or indirectly soliciting, offering employment, employing in any capacity, or attempting to divert, entice away or recommend for employment with any third party any person who is employed by the other party, whether by direct employment or by way of any contractual relationship, for any reason, unless both the Contractor and CSA shall reach a written understanding and agreement allowing such

actions to be undertaken prior to taking any such actions. The Parties acknowledge that any such agreement should consider the cost of the former employer to replace such employee. Failure to obtain such agreement shall create liability on the part of the soliciting/hiring party for the actual cost of replacing such valued employee. This provision shall not prohibit in any way either Party from contacting or hiring a former employee or contractor of the other Party who has been terminated by their respective employer.

ARTICLE 10: MISCELLANEOUS PROVISIONS

Section 10.1 No Modification. Except as set forth in Section 2.2 above, any modification or waiver of any provision of this Master Contract or any other Supplemental Document must be in writing and signed by authorized representatives of both Parties. This Master Contract may not be altered or amended by oral agreement or course of dealings between the Parties. This Agreement will be supplemented by Service Order Forms and other written Supplemental Document or addenda from time to time signed by the Parties.

Section 10.2 Governing Law. This Master Contract and all matters by or between the Parties shall be governed by the laws of the State of Mississippi.

Section 10.3 Representations. Contractor represents unto CSA that:

(a) Contractor is a duly and legally organized and existing legal entity and is in good standing under the laws of the state in which they are organized. Contractor has full power and authority to enter into and perform all of its obligations under this Master Contract and any Supplemental Documents.

(b) The execution of this Master Contract by Contractor has been duly authorized by resolution of its governing board, appearing upon the minutes of said board. Upon its execution and delivery, said Master Contract along with any Supplemental Documents constitutes a legal and binding obligation of Contractor, enforceable according to their terms.

(c) The execution of this Master Contract and compliance with the terms thereof by Contractor will not violate any statute, rule or regulation governing Contractor or any provision of its articles of incorporation or bylaws.

(d) There are no pending or threatened actions or proceedings against Contractor before any court, body or agency which will affect or limit the ability of Contractor to perform the obligations undertaken by this Master Contract or any Supplemental Document.

Section 10.4 Partial Invalidity. In the event any term, provision, or covenant of this Master Contract, or any Service Order Form or any other Supplemental Document is held by a court/arbitrator of competent jurisdiction to be invalid, void, or not fully enforceable, the remainder of the provisions hereof shall remain in full force and shall in no way be affected, impaired, or invalidated, and the term, provision, or covenant determined by the court/arbitrator to be not fully enforceable shall nevertheless remain enforceable to the fullest extent allowed by law. To the extent that such unenforceable provision is necessary in order to carry out the intention of the Parties, it shall be deemed replaced by a similar provision as close as to the unenforceable provision is as may be found lawful and enforceable. If two such interpretations might apply, the intention of CSA shall govern over that of the Contractor.

Section 10.5 Waiver. No failure or delay by CSA in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof.

Section 10.6 Assignment. Contractor may not assign any rights it may obtain hereby without the express written consent of CSA.

Section 10.7 Incomplete Dates. If not otherwise shown, the Date of commencement of any term of any agreement between the Parties shall be the date of commencement of the Service Order Form or other Supplemental Document term. Contractor authorizes CSA to enter such dates with the understanding that a completed copy of the same will be returned to the Contractor.

Section 10.8 Lawful Use. Contract agrees that any and all products or services provided by CSA shall be used only for lawful purposes.

Section 10.9 Prior Contracts, Supplements and Service Order Forms. Just as this Master Contract supersedes all prior agreements amongst the Parties, likewise, should Contractor agree in the future to subsequent Supplemental Documents, they shall supersede all previous Supplemental Documents for the products and services addressed therein.

Section 10.10 No Liability for Release of Information by Third Party. In the event that Contractor authorizes and/or directs CSA to release its customer information or data of any kind to a third party, CSA shall not be held liable for such dissemination or any subsequent dissemination or release of the same by said third party.

Section 10.11 ENTIRE AGREEMENT. THIS MASTER CONTRACT IS THE ENTIRE AGREEMENT BETWEEN CSA AND THE CONTRACTOR WITH RESPECT TO THE MATTERS PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, OR UNDERSTANDING WHETHER WRITTEN OR ORAL. THIS MASTER CONTRACT, EXCEPT AS SET FORTH IN SECTION 2.2 ABOVE, MAY ONLY BE AMENDED BY WRITINGS SIGNED BY CSA AND CONTRACTOR SUCH AS ITS SERVICE ORDER FORM OR OTHER SUPPLEMENTAL DOCUMENTS.

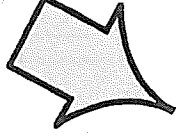
Section 10.12 CONFIRMATION OF NO WARRANTY. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT AND CSA SPECIFICALLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 10.13 ACKNOWLEDGMENT. CONTRACTOR ACKNOWLEDGES THAT IT HAS READ THIS MASTER CONTRACT AND ANY AND ALL RELATED SUPPLEMENTAL DOCUMENTS AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS, FURTHER, THE CONTRACTOR AGREES THAT THE MASTER CONTRACT AND ALL RELATED SUPPLEMENTAL DOCUMENTS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES.

**SIGN
HERE**



**SIGN
& DATE**



ACCEPTED: Tarrant Electric Department
(Contractor)

By: _____
(Authorized Signature)

(Typed Name)

(Title)

(Board Secretary or City Clerk Signature)

On: _____
(Date)

(Typed Name)

(Title)

ACCEPTED: CENTRAL SERVICE ASSOCIATION

By: _____
(President Signature)

(Typed Name)

On: _____
(Date)



SUPPLEMENT TO MASTER CONTRACT NUMBER MC-220
BETWEEN
CENTRAL SERVICE ASSOCIATION
AND

Contractor: Tarrant Electric Department

ORBIT Customer Portal

The following right and license to use Central Service Association (CSA) hardware products and any related operating software products is subject to the above referenced Contract and the provisions of this Supplement. This Supplement supersedes any other Customer Portal Supplement, if any.

The implementation date for this Supplement is _____.

Initial service count for the purposes of this Supplement is _____.

The initial term of this Supplement is five (5) years. Upon expiration of the initial term hereof, the term of this Supplement shall renew and extend itself so as to coincide with the existing term, and any renewal thereof, of Contractor's then-current supplement for CSA's Customer Information System, if any. In the absence of an active Customer Information System supplement, the term of this supplement shall renew itself for successive terms pursuant to the Master Contract.

Definitions:

Service Count: Count is the cumulative total of all service connections for a utility. (Example: electric + water + gas + cable + etc.)

A. Orbit Customer Portal:

The Orbit Customer Portal is a program that brings information from various systems into one organized place for presentation to the end user. The base product includes:

- Main Home Page
- Customer Energy Usage Page
- Customer Energy Cost Page
- Energy University
- Rate Analyzer
- User Profile
- Message Center

B. Initial One-Time Implementation and Term License Fee

CSA's labor for installation of the base software is included in the one-time fee. Actual mileage (at the then current IRS rate), meals and lodging will be billed to Contractor. In addition to any limits stated in this supplement, if training is provided at multiple locations, or if additional representatives or extra time is required, it will be billed at the then current rate.



The term of the license shall continue as long as Contractor continues the Required Maintenance and Support. Contractor shall remit a 50% up-front non-refundable deposit of the one-time fee or any requested customizations.

Required Maintenance and Support

Maintenance includes general fixes and updates to the software along with routine phone support during normal business hours.

Service Count	One-Time Fee	Monthly Fee
<10,000	\$10,500.00	\$210.00
10,000 – 29,999	\$15,750.00	\$315.00
30,000 – 49,999	\$21,000.00	\$420.00
50,000 – 74,999	\$26,250.00	\$525.00
75,000 – 99,999	\$31,500.00	\$630.00
100,000 – 149,999	\$42,000.00	\$840.00
Hosting		
CSA Hosting Option	\$3,675.00	\$263.00

CSA Hosting Option: (Please check if desired)

CSA Hosting: (required if CSA hosts Contractor’s Orbit CMB)

The provision of CSA hosting services for ORBIT Customer Portal will be subject to the CSA ORBIT Hosting supplement, except for term and pricing which are stated in this supplement.

Hardware and Software Requirements

Contractor agrees to license as required, at its expense, from the appropriate vendor any prerequisite software/hardware needed to access the Portal environment. Prerequisite software/hardware is subject to change upon notification by CSA.

C. Customization:

Base pricing shown above is for the Orbit Customer Portal in its *then-current* version on the date of implementation. CSA includes 40 man-hours of setup, installation and training in the base license fee. This includes placing the company’s logos on the pages, changing wording to meet utility needs, basic training and etc. Further professional services or customization of Orbit Customer Portal (if desired) will be billed to the utility at the then-current professional services rate, and an annual maintenance fee equal to 24% of the total customizations/professional services will be charged. CSA recommends a “gap analysis” be performed so that a scope-of-work document can be created and an estimate can be provided for all customization work.

D. Add-in Products:

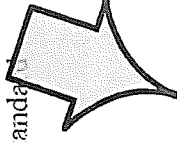
New add-in product options may be communicated to Contractor in the future. Contractor may indicate which, if any, add-in products it desires by executing s Service Order Form (SOF). Any add-in products will be subject to the terms of this supplement.



E. Rate Adjustment:

For purposes of this Supplement only, the Master Contract is amended to add the following: The monthly support rates and charges for any system covered by this Supplement may be revised anytime subsequent to the third anniversary of the date this Supplement is signed by Contractor. However, such revisions will not increase rates and charges beyond the standard member rates and charges then in effect.

**SIGN
& DATE**



CENTRAL SERVICE ASSOCIATION

Tarrant Electric Department
CONTRACTOR

By _____ Date _____
Manager's Signature Date Authorized Signature Date

Tom W. Underwood _____
Manager's Name Name
(Type or Print) (Type or Print)



The term of the license shall continue as long as Contractor continues the Required Maintenance and Support. Contractor shall remit a 50% up-front non-refundable deposit of the one-time fee or any requested customizations.

Required Maintenance and Support

Maintenance includes general fixes and updates to the software along with routine phone support during normal business hours.

Service Count	One-Time Fee	Monthly Fee
<10,000	\$10,500.00	\$210.00
10,000 – 29,999	\$15,750.00	\$315.00
30,000 – 49,999	\$21,000.00	\$420.00
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Base pricing shown above is for the Orbit Customer Portal in its *then-current* version on the date of implementation. CSA includes 40 man-hours of setup, installation and training in the base license fee. This includes placing the company’s logos on the pages, changing wording to meet utility needs, basic training and etc. Further professional services or customization of Orbit Customer Portal (if desired) will be billed to the utility at the then-current professional services rate, and an annual maintenance fee equal to 24% of the total customizations/professional services will be charged. CSA recommends a “gap analysis” be performed so that a scope-of-work document can be created and an estimate can be provided for all customization work.

D. Add-in Products:

New add-in product options may be communicated to Contractor in the future. Contractor may indicate which, if any, add-in products it desires by executing s Service Order Form (SOF). Any add-in products will be subject to the terms of this supplement.

Motion for the adoption of Resolution Number 8048 was seconded by Councilmember Anderson, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8048 duly and legally adopted.

Whereupon, Councilmember Middlebrooks introduced and after reading at length moved for the adoption of the following proposed resolution:

RESOLUTION NO. 8049

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW MODEL SCAG TURF TIGER 61" WITH 35 HP B&S MOWER FOR THE CITY OF TARRANT PUBLIC WORKS DEPARTMENT

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 20, 2015 at 7:00 p.m. as follows:

Section 1. That the purchase of one new model Scag Turf Tiger 61" with 35 HP B&S Mower for the City of Tarrant Public Works Department is hereby authorized,

Section 2. That said purchase of one new model Scag Turf Tiger 61" with 35 HP B&S Mower shall not exceed the amount of \$9,125.22,

Section 3. That said purchase shall include seven (7) sets of blades (21 total blades), at no charge,

Section 4. That said purchase will be paid from the State 7-Cent Gasoline Tax Fund, thereby amending the Public Works Department's budget accordingly.

ADOPTED this the 20th day of April, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8049 was seconded by Councilmember Matthews, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8049 duly and legally adopted.

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

RESOLUTION NO. 8_050

A RESOLUTION AMENDING THE FY2015 GENERAL FUND BUDGET AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF TARRANT AND THE LOCAL GOVERNMENT CORPORATION FOR THE PURCHASE OF LGC PERMIT SOFTWARE AND SUPPORT

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 20, 2015 at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to enter into an agreement between the City of Tarrant and the Local Government Corporation for the purchase of LGC Permit Software for use by the Administrative Department to issue and track building, electrical and plumbing permits. Said LGC Permit Software shall consist of the following:

- a) LGC Permit Application Software Windows Multi User \$4,640.00
- b) Professional Services to convert Delta Permits Data \$2,000.00
- c) One-Year Annual Software Support \$1,440.00

Section 2. That said amount for said software and support related to the LGC Permit Software described in Section 1 shall not exceed \$8,080.00, unless authorized in the form of a resolution adopted and approved by the Mayor and City Council; and

Section 3. That said amount for said LGC Permit Software and Support are described in attached Sales Proposal; and

Section 4. That a copy of said Sales Proposal is attached hereto and made a part thereof; and

Section 5. That the cost of said permit software be charged to the Administrative Department as follows:

- a) 01-6000-148 Service Contracts \$1,440.00
- b) 01-6000-331 Capital Purchase \$6,640.00

Section 6. That the General Fund Budget be amended to increase the budgeted amount of each line item as stated in Section 5, and that Account 01-6000-650, Contingency be reduced by \$8,080.00; and

Section 7. That a copy of said budget is attached hereto, marked as Exhibit "A" and incorporated into this Resolution by reference, as though set out fully herein.

ADOPTED this the 20th day of April, 2015.

APPROVED: Loxcil B. Tuck
Loxcil B. Tuck, Mayor

ATTEST: Lillian A Keith
Lillian A Keith, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Lillian A Keith, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20th day of April, 2015 while in regular session on Monday, April 20, 2015, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 21st day of April, 2015.

Lillian A Keith
Lillian A Keith, City Clerk



Sales Proposal
For
City of Tarrant (AL)
Wednesday, April 1, 2015

Proposal Information

If you are receiving this proposal for budgetary purposes, please add 10% to the final proposal cost to cover any fiscal year increases.

Software

Application Software Windows Multi-User	4,640.00
LGC Permits . *LGC's Permit software is designed to run on a SQL Server database. SQL Express is a free version of SQL Server that we install with the Permit software at no cost to you. Since SQL Express is a free product from Microsoft it has some limitations. While we don't anticipate any issues with SQL Express, the database size is limited to 10GB and there is always a chance Microsoft could make some changes that will no longer be compatible with the Permit software. Please keep in mind that if your database reaches the 10 GB limit or if Microsoft makes changes that are no longer compatible with the Permit software, you may be required to purchase the full SQL Server database. * Annual remote software support is \$1,440.00	
Application Software Windows Multi-User	4,640.00

Professional Services

(1) Conversion of Delta Permits Data

Professional Services

Total Software Cost

2,000.00
2,000.00

6,640.00

Sub-Total Cost: \$6,640.00

Annual Software Support Cost: \$1,440.00

Total Proposal Cost: \$8,080.00

Prices are good for thirty (30) days. Contact the Marketing Department for price renewal.

Third Party Hardware

If LGC's software is installed on third party hardware, additional charges may apply.

Software Annual Support

The software annual support charges for each software package will be billed after the first day of training. If LGC's software is installed on third party hardware, additional charges may apply. *Annual software support charges are due on October 1st of each year and are prorated from the first day of training through the end of September of the current fiscal year. Software support charges are based on the current year's support rate and are subject to change October 1st of each year. Full software support charges recur annually.*

Software, Installation, and Training

Software, installation, and training charges for each package will be billed after the first day of setup.

Software Conversion

Standard conversion for existing files is available for most software packages if we are provided the proper file layouts and data from your current vendor. The standard software conversion is billed at a rate of \$100 per hour not to exceed \$2,000 per software package. The scope of the standard software conversion will be limited to basic information that is required to perform rudimentary functions of the system. Additionally, it may be necessary for the end user to perform certain manual data cleanup. Additional charges will apply for an enhanced conversion of historical and/or peripheral data related to detailed history, transactions, supplementary information, and other data that is not considered basic. Conversion to Nextigen Document Management software may require additional charges. All conversion services will be scheduled as resources become available. For more information regarding the conversion of your existing data files, please contact our Marketing Department.

EXHIBIT A

CITY OF TARRANT
2015 BUDGET

	REVENUE	
4000-000	ADVALOREM TAX - HEALTH & TRAN	56,900
4000-001	ADVALOREM TAX - COMM & MAP	27,030
4001-000	ADVALOREM TAX - OTHER	1,000,000
4002-000	SALES AND USE TAX	3,200,000
4004-000	LAND REDEMPTIONS	25,000
4005-000	TAX EQUIVALENT - TARRANT ELECTRIC	376,000
4007-000	HOUSING AUTH IN LIEU OF TAX	5,500
4008-000	FRANCHISE TAX--ALABAMA GAS	27,700
4009-000	FRANCHISE TAX--B'HAM WATER WOR	65,000
4012-000	SALES TAX--ABC STORE	16,500
4013-000	CITY WINE TAX	2,300
4014-000	CITY LIQUOR TAX	1,800
4015-000	LEASE RENTAL TAX	80,000
4017-000	FRANCHISE TAX--ALLIED WASTE	20,200
4018-000	TARRANT OCCUPATIONAL TAX	525,000
4019-000	FRANCHISE TAX--CHARTER COMMUNICATIONS	45,200
4021-000	AT&T VIDEO FRANCHISE FEES	2,800
4101-000	ASSESSMENTS/LIENS	44,000
4201-000	BUSINESS LICENSES	1,225,000
4251-000	BUILDING PERMITS	9,000
4252-000	ELECTRICAL PERMITS	1,100
4253-000	PLUMBING PERMITS	300
4254-000	BUILDING INSPECTION FEES	14,500
4300-000	INSPECTION FEES/CONST PLANS	400
4301-000	MUNICIPAL COURT REVENUE	21,200
4303-000	PARK MEMBERSHIP FEES	1,600
4310-000	PARK BALLFIELD RENTAL	1,750
4311-000	PARK RECREATION CENTER RENTAL	2,800
4312-000	SAFE STREETS--TOWING & STORAGE	25,000
4320-000	INSURANCE REIMBURSEMENT	5,000
4401-000	PARKING VIOLATION FEES	125
4402-000	RECORDERS COURT FINES	145,000
4403-000	LIBRARY FINES	60
4404-000	ACCIDENT REPORT FEES	835
4500-000	MISCELLANEOUS REVENUE	50
4501-000	INTEREST INCOME	30
4502-000	INTEREST INCOME--MONEY MARKET	3,000
4503-000	OFFICE RENTAL--ELECTRIC DEPT	12,000
4505-000	CITY PROPERTY RENT	20,200
4507-000	NOTARY FEES/ASSESSMENT LETTERS	1,400
4509-000	SALE OF SCRAP	750
4510-000	PARK CERAMIC FEES	260
4511-000	PARK FIRING CHARGES	100
4512-000	PARK SENIOR CITIZENS SERVICES	9,800
4605-000	SRO FUNDING	31,125
4610-000	POLICE REIMBURSEMENTS	37,000
4640-000	JCLC STATE AID LIBRARY	3,600
4814-000	ABC BOARD RECEIPTS	2,000
4817-000	STATE LAND SALES	3,000

4818-000	OIL PRODUCTION PRIVILEGE TAX	300
4911-000	COUNTY BEER TAX	34,000
4912-000	COUNTY AUTO TAX	38,000
4913-000	COUNTY AUTO LICENSE	24,000
4914-000	TOBACCO TAX	5,100
4915-000	GASOLINE TAX	50,000
4916-000	ROAD & BRIDGE TAX	72,000
4917-000	TAX EQUIVALENT - TVA	430,000
4941-000	AUTO SALES TAX (COUNTY)	20,000
4945-000	SALES TAX--BOATS	30
4950-000	MUNICIPAL REAL ESTATE LICENSES	200
4962-000	BUSINESS PRIVILEGE TAX FUNDS	35,000
4990-800	TRANSFER FROM OTHER FUNDS	34,376
	REVENUE TOTAL	<u>7,841,921</u>

EXPENSE

6000-100	ADMINISTRATION	
6000-101	ELECTED OFFICIALS	33,900
6000-102	SALARIES	329,992
6000-103	OVERTIME EXPENSE	5,000
6000-104	ACCTG SALARY AND FRINGE	36,000
6000-105	PAYROLL TAXES	25,245
6000-106	PENSION PAID BY THE CITY	48,139
6000-107	HOSPITAL INSURANCE	29,688
6000-108	LIFE INSURANCE EMPLOYEES	1,058
6000-109	UNEMPLOYMENT COMPENSATION	20,000
6000-110	DENTAL EXPENSE	1,260
6000-111	WORKMENS COMP INSURANCE	1,700
6000-112	LEGAL FEES	125,000
6000-113	MGMT AND ACCT SERVICE	45,000
6000-114	UNIFORM EXPENSE	200
6000-115	ENGINEERING AND APPLICATIONS	500
6000-117	CIVIL SERVICE EXPENSE	65,000
6000-119	RECORDERS COURT JUDGE	20,100
6000-121	BUILDING INSPECTOR - CONTRACT LABOR	31,000
6000-122	OFFICE SUPPLIES	6,500
6000-124	GAS, OIL AND TIRES	700
6000-128	SANITARY SUPPLIES	800
6000-129	DATA PROCESSING EXPENSE	3,200
6000-130	OPERATING SUPPLIES	1,200
6000-141	BUILDING INSPECTOR TOOLS/SUPPLIES	200
6000-142	BLDG REPAIRS & MAINTENANCE	23,000
6000-143	EQUIPMENT MAINTENANCE	400
6000-148	COPY MACHINE EXPENSE	3,200
6000-150	SERVICE CONTRACTS	14,240
6000-151	UTILITIES	40,000
6000-152	STREET LIGHT RENTAL - APCO	4,100
6000-161	STREET LIGHT RENTAL - TVA	158,000
6000-162	TELEPHONE	14,000
6000-163	POSTAGE	500
6000-165	ADVERTISING/LEGALLY REQUIRED	2,000
6000-166	COMPUTER EQUIP/SUPPLIES	3,000
6000-170	PROBATE EXPENSE	100
6000-171	TRAVEL, EDUCATION, TRAINING	7,000
	EMP ASSISTANCE & DRUG TESTING	400

6000-180	INSURANCE	21,500
6000-199	RETIREE HEALTH COST	5,000
6000-207	DUES AND SUBSCRIPTIONS	7,500
6000-331	CAPITAL PURCHASE	6,640
6000-520	SALES TAX REBATE	20,000
6000-523	OCC TAX COLLECTION FEE	6,500
6000-524	OCC TAX AUDIT FEE	1,500
6000-525	SALES TAX COLLECTION FEE	23,000
6000-526	SALES & USE TAX AUDIT FEES	42,000
6000-527	BUS LICENSE COLLECTION FEE	47,000
6000-528	BUS LICENSE AUDIT FEE	2,800
6000-616	LATE PAYMENT CHARGES	800
6000-617	BANK SERVICE CHARGE	12,000
6000-618	BANK INTEREST	2,800
6000-650	CONTINGENCY	65,629
	TOTAL ADMINISTRATION	<u>1,365,991</u>

POLICE DEPARTMENT		
6101-101	SALARIES	1,017,251
6101-102	OVERTIME EXPENSE--PATROL	35,000
6101-104	PAYROLL TAXES	77,820
6101-105	PENSION PAID BY THE CITY	148,298
6101-106	HOSPITAL INSURANCE	96,252
6101-107	LIFE INSURANCE	3,591
6101-109	DENTAL EXPENSE	4,170
6101-110	WORKMENS COMP INSURANCE	38,000
6101-113	UNIFORM EXPENSE	5,993
6101-116	HOLIDAY EXPENSE	618
6101-119	POLICE DEPT-CONTRACT LABOR	20,413
6101-120	PHOTO FINGERPRINT SUPPLIES	700
6101-121	OFFICE SUPPLIES	2,600
6101-122	GAS, OIL AND TIRES	74,500
6101-123	LAW ENFORCEMENT SUPPLIES	5,100
6101-124	SANITARY SUPPLIES	1,300
6101-125	MEDICAL EXPENSE	100
6101-128	DATA PROCESSING EXPENSE	3,600
6101-133	COPYING EQUIPMENT RENTAL	5,700
6101-141	BUILDING REPAIRS AND MAINT.	8,000
6101-142	EQUIPMENT MAINTENANCE	400
6101-143	COPY MACHINE EXPENSE	250
6101-144	EQUIP MAINT AND REPAIR--AUTO	35,000
6101-148	SERVICE CONTRACTS	17,000
6101-150	UTILITIES	26,000
6101-161	TELEPHONE	13,000
6101-164	EQUIP MAINT AND REPAIR--RADIO	700
6101-170	TRAVEL, EDUCATION AND TRAINING	5,000
6101-171	EMP ASSTANCE & DRUG TESTING	1,300
6101-180	INSURANCE	74,800
6101-183	DRUGS & INFORMANTS	100
6101-207	DUES AND SUBSCRIPTIONS	500
6101-247	PURCHASES/CONFISCATED FUNDS	500
6101-330	PURCHASES/EQUIPMENT	-
6101-331	CAPITAL PURCHASE	-
6101-410	CAPITAL LEASE INTEREST	1,543
6101-420	CAPITAL LEASE PRINCIPAL	15,304
	TOTAL POLICE DEPARTMENT	<u>1,740,403</u>

FIRE DEPARTMENT		
6102-101	SALARIES	778,773
6102-102	OVERTIME EXPENSE	16,000
6102-104	PAYROLL TAXES	59,576
6102-105	PENSION PAID BY THE CITY	113,701
6102-106	HOSPITAL INSURANCE	57,780
6102-107	LIFE INSURANCE EMPLOYEES	2,117
6102-109	DENTAL EXPENSE	2,520
6102-110	WORKMENS COMP INSURANCE	46,000
6102-113	UNIFORM EXPENSE	6,000
6102-121	OFFICE SUPPLIES	800
6102-122	GAS, OIL AND TIRES	13,000
6102-124	SANITARY SUPPLIES	1,600
6102-129	OPERATING SUPPLIES	3,000
6102-131	RENTALS	28,000
6102-141	BUILDING REPAIRS AND MAINTENAN	6,000
6102-142	EQUIPMENT MAINTENANCE	5,000
6102-144	EQUIP MAINT AND REPAIR--AUTO	3,000
6102-146	EQUIP MAINT AND REPAIR ENGINES	20,000
6102-148	SERVICE CONTRACTS	8,000
6102-150	UTILITIES	29,000
6102-161	TELEPHONE	4,400
6102-162	POSTAGE	100
6102-164	EQUIP MAINT & REPAIR--RADIO	2,400
6102-170	TRAVEL, EDUCATION AND TRAINING	7,500
6102-171	EMP ASSISTANCE & DRUG TESTING	1,000
6102-180	INSURANCE	53,500
6102-201	MEDICAL RESCUE PROGRAM	10,000
6102-202	MEDICAL RESCUE EQUIPMENT	4,500
6102-203	FIRE PREVENTION MATERIAL	200
6102-204	VOLUNTEER FIREMEN EXPENSE	2,500
6102-205	TURN OUT GEAR	5,000
6102-207	DUES AND SUBSCRIPTIONS	1,500
6102-330	EQUIPMENT PURCHASES	-
6102-331	CAPITAL PURCHASES	16,500
	TOTAL FIRE DEPARTMENT	<u>1,308,967</u>

PUBLIC WORKS DEPARTMENT		
6302-101	SALARIES	607,152
6302-102	OVERTIME EXPENSE	25,000
6302-104	PAYROLL TAXES	46,447
6302-105	PENSION PAID BY THE CITY	88,644
6302-106	HOSPITAL INSURANCE	65,916
6302-107	LIFE INSURANCE EMPLOYEES	2,419
6302-109	DENTAL EXPENSE	2,880
6302-110	WORKMENS COMP INSURANCE	48,000
6302-113	UNIFORM EXPENSE	4,000
6302-114	ENGINEERING EXPENSE	4,000
6302-121	OFFICE SUPPLIES	1,400
6302-122	GAS, OIL AND TIRES	70,000
6302-124	SANITARY SUPPLIES	1,400
6302-129	OPERATING SUPPLIES	31,000
6302-131	RENTALS	2,400
6302-141	BUILDING REPAIRS AND MAINT.	2,200

6302-142	EQUIPMENT MAINTENANCE	1,800
6302-144	EQUIP MAINT AND REPAIR--AUTO	20,000
6302-147	HEAVY EQUIP MAINTENANCE	42,000
6302-148	SERVICE/MAINTENANCE CONTRACTS	1,000
6302-150	UTILITIES	14,000
6302-153	TRAFFIC CONTROL	8,000
6302-155	GARBAGE CONTROL	8,100
6302-160	DITCH/CULVERT REPAIRS	45,000
6302-161	TELEPHONE	4,300
6302-162	POSTAGE	100
6302-164	EQUIP MAINT & REPAIR--RADIO	250
6302-170	TRAVEL, EDUCATION & TRAINING	1,200
6302-171	EMP ASSISTANCE & DRUG TESTING	1,500
6302-179	CDL LICENSE EXPENSE	100
6302-180	INSURANCE	45,400
6302-191	COUNTY LANDFILL EXPENSE	9,800
6302-192	ANIMAL CONTROL	14,000
6302-207	DUES AND SUBSCRIPTIONS	300
6302-245	DEMOLITION EXPENSE	25,000
6302-246	SMALL TOOLS	600
6302-331	CAPITAL PURCHASES	-
6302-410	CAPITAL LEASE INTEREST	3,534
6302-420	CAPITAL LEASE PRINCIPAL	51,993
	TOTAL PUBLIC WORKS	<u>1,300,835</u>

PARK & RECREATION DEPARTMENT

6602-101	SALARIES	184,981
6602-102	OVERTIME EXPENSE	-
6602-104	PAYROLL TAXES	14,151
6602-105	PENSION PAID BY THE CITY	24,276
6602-106	HOSPITAL INSURANCE	16,788
6602-107	LIFE INSURANCE EMPLOYEES	605
6602-109	DENTAL EXPENSE	720
6602-110	WORKMENS COMP INSURANCE	6,500
6602-113	UNIFORM EXPENSE	1,000
6602-121	OFFICE SUPPLIES	200
6602-122	GAS, OIL AND TIRES	4,500
6602-124	SANITARY SUPPLIES	600
6602-125	MEDICAL SUPPLIES	50
6602-128	DATA PROCESSING EXPENSE	600
6602-129	OPERATING SUPPLIES	450
6602-141	BUILDING REPAIRS & MAINTENANCE	6,000
6602-142	EQUIPMENT MAINTENANCE	1,000
6602-143	COPY MACHINE EXPENSE	100
6602-144	EQUIP MAINT & REPAIR--AUTO	900
6602-150	UTILITIES	30,000
6602-161	TELEPHONE	2,500
6602-170	TRAVEL, EDUCATION & TRAINING	400
6602-171	EMP ASSISTANCE & DRUG TESTING	450
6602-180	INSURANCE	22,700
6602-182	SAFETY SUPPLIES AND PROGRAM	100
6602-193	BRUMMIT HEIGHTS UTILITIES	1,500
6602-194	CWCBH PARK UTILITIES	1,500
6602-206	SENIOR CITIZENS EXPENSE	100
6602-207	DUES AND SUBSCRIPTIONS	300
6602-210	CERAMIC PROGRAM EXPENSE	200

6602-211	EQUIP PURCHASES--REC CENTER	500
6602-212	EQUIP PURCHASES-CWCBH PARK	500
6602-213	EQUIP PURCHASES--BRUMMIT HGTS	500
6602-214	DEPOT STREET MINI PARK	500
6602-215	BALLFIELD EXPENSE	800
6602-216	PEST CONTROL	750
6602-217	ALARM SERVICE	240
6602-330	PURCHASES/EQUIPMENT	-
6602-331	CAPITAL PURCHASES	-
	TOTAL PARK & RECREATION	<u>326,961</u>

	LIBRARY	
6603-101	SALARIES	72,197
6603-104	PAYROLL TAXES	5,523
6603-105	PENSION PAID BY THE CITY	6,474
6603-106	HOSPITAL INSURANCE	3,888
6603-107	LIFE INSURANCE EMPLOYEES	302
6603-109	DENTAL EXPENSE	180
6603-110	WORKMENS COMP INSURANCE	2,800
6603-121	OFFICE SUPPLIES	100
6603-124	SANITARY SUPPLIES	100
6603-129	OPERATING SUPPLIES	300
6603-141	BUILDING REPAIRS & MAINTENANCE	3,000
6603-143	COPY MACHINE EXPENSE	500
6603-148	SUPPORT AND SERVICE CONTRACTS	700
6603-150	UTILITIES	9,500
6603-161	TELEPHONE	200
6603-162	POSTAGE	10
6603-170	TRAVEL, EDUCATION & TRAINING	750
6603-171	EMP ASSISTANCE & DRUG TESTING	200
6603-180	INSURANCE	9,200
6603-220	BOOKS PURCHASED	5,000
6603-221	MAGAZINES PURCHASED	50
6603-223	CLSI EXPENSE	14,000
6603-224	JCLC SUPPORT CHARGES	6,000
6603-235	SUMMER READING PROGRAM	75
6603-331	CAPITAL PURCHASE	-
	TOTAL LIBRARY	<u>141,049</u>

6700-900	BOE--STATE LAND SALES	1,200
6700-902	BOE--AD VALOREM TAX	433,572
6700-903	BOE--AUTO TAX	15,200
6700-904	BOE--LAND REDEMPTIONS	10,000
6700-906	BOE--ABC BOARD RECEIPTS	800
6700-907	BOE--TAX EQUIVALENT	104,000
	APPR TARRANT BOE	<u>564,772</u>

6800-490	BOND ISSUE AGENT FEES	3,465
6800-800	TRANSFER DEBT SVC FUNDS 28, 30, 31 & 32	744,738
	DEBT RETIREMENT	<u>748,203</u>

6900-500	JEFFERSON COUNTY HEALTH DEPT	35,367
6900-501	TRANSIT AUTHORITY	21,533
6900-502	MAPPING REAPPRAISAL	16,658
6900-503	TAX ASSESSOR/COLLECTOR	10,376

6900-504	STORM WATER FEES	1,315
6900-505	JEFFCO MENTAL HEALTH AUTHORITY	800
6900-506	BEAUTIFICATION BOARD	2,600
6900-507	BREMMS	1,215
6900-508	EMA PROPORTIONATE SHARE	8,508
6900-511	REGIONAL PLANNING COMM	3,870
6900-514	MEALS ON WHEELS	1,500
6900-515	CLASTRAN	3,640
	INTERGOVERNMENTAL APPR	<u>107,382</u>
6902-101	SALARIES	37,000
6902-104	PAYROLL TAXES	2,830
6902-105	PENSION PAID BY THE CITY	5,400
6902-109	DENTAL INSURANCE	128
	SCHOOL RESOURCE OFFICER	<u>45,358</u>
6930-800	TRANSFER OUT-FUND 30-LO WARRANT FUND	192,000
	TRANSFER TOTALS	<u>192,000</u>
	TOTAL EXPENSE	<u>7,841,921</u>
	NET SURPLUS / (DEFICIT)	<u><u>-</u></u>

Motion for the adoption of Resolution Number 8050 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8050 duly and legally adopted.

Whereupon, Councilmember Middlebrooks introduced and read at length the following proposed ordinance:

ORDINANCE NO. 1071

AN ORDINANCE OF THE CITY OF TARRANT, ALABAMA, TO AUTHORIZE A PURCHASE AND SALE AGREEMENT FOR 1521 PINSON VALLEY PARKWAY, TARRANT, ALABAMA 35217.

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

Section 1. It is hereby established and declared that the following described real property of the City of Tarrant, Alabama ("the City"), is no longer needed for public or municipal purposes, to-wit:

Street Address:

1521 Pinson Valley Parkway, Tarrant, AL 35217

Parcel ID No.:

23-05-3-010-001.000 00

Legal Description:

Lots 15 thru 18 Blk 3 Tarrant City Less Pt in Pinson Valley Pkwy Rw.

Section 2. The Mayor and the City Clerk may and are hereby authorized to execute and attest, respectively, for and on behalf of the City, a Commercial Sale Agreement in a form approved by the City Attorney for the conveyance of the premises described in Section 1, hereof, and to execute and attest any amendments that may thereafter be deemed necessary to preserve the sale.

Section 3. If the conditions of the Commercial Sale Agreement authorized in Section 2, hereof are satisfied to allow for a closing on the conveyance of the premises described in Section 1, hereof, then the Mayor and the City Clerk may and are hereby authorized to execute and attest, respectively, for and on behalf of the City, a statutory warranty deed, whereby the City does convey the premises described in Section 1, hereof to Hafed Mohamed or its assigns for and in consideration of the sum of One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00).

Section 4. This Ordinance shall become effective upon its adoption as provided by law.

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

ADOPTED AND APPROVED THIS THE 20th DAY OF April, 2015.

LOXCIL B. TUCK, MAYOR

ATTEST:

Lillian A. Keith, City Clerk

Whereupon, Councilmember Middlebrooks moved that all rules governing the council which might, unless suspended, prevent the passage and adoption of the proposed ordinance at this meeting, be and the same are hereby suspended for the purpose of permitting the said ordinance to be finally passed and adopted at this meeting. Mayor Pro Tem Horton seconded the motion, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

Mayor Tuck declared the motion adopted by unanimous vote of the members present.

Whereupon, Councilmember Middlebrooks moved that said Ordinance Number 1071, be finally passed and adopted as introduced. Councilmember Matthews seconded the motion. Mayor Tuck put the question of final passage and the adoption of said ordinance to the vote of the council, and on call of the roll the results were as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

Mayor Tuck declared Ordinance Number 1071 finally passed and adopted.

COMMERCIAL SALE AGREEMENT

Revised March 2008 (Previous forms obsolete)

Graham & Company

110 Office Park Drive, Suite 200

Birmingham, AL 35223

This is a legally binding contract. Seek competent advice prior to execution.

Effective Date of Commercial Sale Agreement: _____ (“Effective Date”)

SELLER: The City of Tarrant, and/or its assigns

whose address is 1521 Pinson Valley Parkway, Tarrant, AL 35217 (“Seller”)

hereby agrees to sell and

BUYER: Hafed Mohamed and/or his assigns

whose address is 1600 Pinson Valley Parkway, Tarrant, AL 35217 (“Buyer”)

hereby agrees to purchase the following described real estate, together with all improvements thereon and appurtenances thereto (“Property”) situated in the City of Tarrant, County of Jefferson, Alabama, on the terms stated below:

Address:

1521 Pinson Valley Parkway, Tarrant, Alabama 35217

and Described as Follows:

(+/-) 7,098 SF of office on (+/-) .32 acre site

- 1. THE PURCHASE PRICE** shall be \$ 175,000, (“Purchase Price”) payable as follows:
EARNEST MONEY, (see below) \$ 5,000 (“Earnest Money”)
CASH on closing this sale \$ 170,000 (“Closing Payment”).

2. AGENCY DISCLOSURE:

The listing company is: Graham & Company, LLC

The selling company is: N/A

The listing company is: *(Two blocks may be checked)* An agent of the Seller. An agent of the Buyer.

An agent of both the Seller and Buyer and is acting as a limited consensual dual agent.

Assisting the Buyer Seller *(check one or both)* as a transaction broker.

The selling company is: *(Two blocks may be checked)* An agent of the Seller. An agent of the Buyer.

- An agent of both the Seller and Buyer and is acting as a limited consensual dual agent.
 Assisting the Buyer Seller *(check one or both)* as a transaction broker.

Buyer's Initials _____

Seller's Initials _____

3. CONDITION OF PROPERTY: Neither Seller nor any Agent makes any representations or warranties of any kind regarding the condition of the Property except to the extent expressly and specifically set forth herein. Except as otherwise stated in this Agreement, Buyer accepts the Property in its present "As Is", "Where Is" condition.

4. BUYER'S INSPECTION PERIOD:

- a. Buyer shall have a period of thirty (30) days from the Effective Date ("Inspection Period") to arrange for financing (if applicable) and to determine, either personally or through or with a representative of Buyer's choosing, any and all conditions of the Property (including without limitation the condition of all improvements thereon) material to Buyer's decision to purchase the Property. This determination shall include, without limitation, Buyer satisfying itself as to title matters, survey matters, structural matters, zoning matters, subdivision restrictions, environmental matters, existing contracts and financial matters affecting the Property, all soil, landscaping and other physical conditions of the Property, availability and sufficient quantities of all utilities, and all additional matters that Buyer believes relevant, in its sole and absolute discretion, in determining whether or not to purchase the Property.
- b. If for any reason whatsoever Buyer is unable to obtain financing (if applicable) and/or determines that the Property is unsuitable for its purposes in its sole and absolute discretion, or decides for any other reason not to purchase the Property, then Buyer shall notify Seller in writing of its decision not to purchase the Property not later than the last day of the Inspection Period, at which time the Escrow Deposit shall be returned to Buyer, subject to the provisions contained in Section 5 hereof, and, except as to those matters that specifically survive termination pursuant to the terms hereof, this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement. If Buyer does not give written notice to Seller of its election to not purchase the Property prior to the expiration of the Inspection Period, then it is agreed that the Buyer shall be deemed to have obtained financing (if applicable) and shall be deemed to have approved the Property and the parties shall proceed to Closing as provided for herein, subject to the provisions of Section 7 and Section 8 herein.
- c. From the Effective Date until the Closing, Seller hereby grants to Buyer and its agents access to the Property in order to conduct reasonable investigations and tests as Buyer may desire, including, without limitation, environmental site assessments and structural, mechanical, electrical and other physical investigations of the Property. Seller agrees to cooperate with Buyer to provide relevant information concerning the Property in Seller's possession upon written request therefore by Buyer in order to conduct such inspections and tests. Buyer shall coordinate all of its testing and investigations, and its agents' testing and investigations with Seller in order to insure the least amount of interference with Seller's operations. Buyer agrees to indemnify and hold Seller harmless against any claims for bodily injury, property damage and mechanics' liens arising out of any actions of Buyer or its agents or representatives on the Property in the course of such activities. Buyer also agrees to restore or repair any of the Property damaged or disturbed as a result of Buyer's exercise of its rights under this Agreement to as near as is reasonably possible to the condition that existed immediately prior to the exercise of such rights. Buyer's obligations to indemnify and hold Seller harmless under this paragraph shall survive Closing and any termination of this Agreement. Buyer's obligation under this subsection to restore the Property shall survive any termination of this Agreement, but shall not survive Closing.

5. EARNEST MONEY & BUYER'S DEFAULT:

- a. Seller and Buyer hereby direct that Graham & Company, LLC ("Escrow Agent") act as escrow agent and hold the Earnest Money in trust until this Agreement has been accepted and signed by all parties, at which time the Earnest Money will be promptly deposited into the escrow account of the Escrow Agent. During the Inspection Period Buyer may unilaterally and in its sole discretion cancel this Agreement and be refunded the Escrow Deposit.

In the event that following the Inspection Period Buyer fails to carry out and perform the terms of this Agreement as a result of no fault of the Seller, the Earnest Money shall be forfeited to Seller as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Agreement. If this Agreement does not close and the Earnest Money is to be turned over to Seller or refunded to Buyer pursuant to this Agreement, Seller and Buyer agree to execute a written release to the Escrow Agent affirming the proper disposition of the Earnest Money. In the event both Seller and Buyer claim the Earnest Money, or either Seller or Buyer refuses or fails to execute a release, the Escrow Agent may interplead the disputed portion of the Earnest Money into a court located in the county where the Property is located, and shall be entitled to deduct or recover from the Earnest Money its court costs, reasonable attorney fees and other out-of-pocket expenses relating to the interpleader. In the event that the Earnest Money is not received and verified as good and sufficient funds within five (5) days of the Effective Date, Seller shall have the right to void this Agreement upon notice to Buyer, and upon the exercise of such right, this Agreement shall be void and neither party shall have any further obligation to the other. Furthermore, when the Earnest Money is a check and the check is returned by a financial institution as unpaid, Seller shall have the right to void this Agreement upon notice to Buyer, and upon the exercise of such right, this Agreement shall be void and neither party shall have any further obligation to the other.

b. Buyer and Seller, jointly and severally, agree to indemnify, defend and hold harmless the Escrow Agent from and against any and all losses, costs (including, without limitation, reasonable attorneys' fees), damages, expenses, and claims suffered or incurred by Escrow Agent in connection with or arising from or out of the Escrow Agent serving as an escrow agent under this Agreement.

6. **CONVEYANCE:** Seller agrees to convey the Property to Buyer by Statutory warranty deed, free and clear of all encumbrances except for the "Permitted Exceptions" as herein set forth. The Property is sold and is to be conveyed subject to: (i) mineral and mining rights not owned by Seller; (ii) existing leases and tenant escrow deposits that are to be transferred to Buyer, subject to any present management and or rental commission agreements thereon; (iii) other existing binding agreements provided by Seller within seven (7) days of the Effective Date; and (iv) other survey matters and title matters as specifically identified as "Permitted Exceptions" herein (collectively referred to as the "Permitted Exceptions").

7. TITLE INSURANCE:

a. Seller shall provide, at Buyer's **X** Seller's (*check one*) expense within five (5) days after the Effective Date a standard owner's title insurance commitment for the issuance of an owner's title insurance policy by The Title Group ("Title Company") in the amount of the Purchase Price showing fee simple title to the Property to be in Seller, together with the documents relating to exceptions to title referred to therein ("Title Commitment"). Buyer shall notify Seller of any unacceptable liens, encumbrances, restrictions, or other defects or matters ("Title Objections") on or before the expiration of the Inspection Period. In the event that Buyer fails to notify Seller of any Title Objections within said time period, Buyer shall be deemed to have accepted such title and all matters contained therein shall be deemed to be "Permitted Exceptions". In the event that Buyer does provide Title Objections within said time period, within five (5) days following Buyer's delivery of the Title Objections, Seller shall elect (by written notice to Buyer) to cure or decline to correct such Title Objections. If Seller advises Buyer that Seller is unwilling or unable to correct any or all Title Objections or if Seller fails to respond, within five (5) days thereafter, Buyer may elect to terminate this Agreement by giving written notice to Seller, at which time the Earnest Money shall be returned to Buyer subject to the provisions contained in Section 5 hereof. In the event that Buyer fails to provide such notice during such time, Buyer shall be deemed to have accepted such title and such matters shall be deemed to be "Permitted Exceptions".

b. At Closing, **X** Buyer Seller (*check one*) shall pay for the owner's title insurance policy ("Owner's Policy") to be issued by the Title Company pursuant to the Title Commitment which shall contain references to the Permitted Exceptions.

8. **SURVEY:** Within five (5) days of the Effective Date, Seller shall provide, at its expense, any existing surveys of the Property which the Seller has in its possession. During the Inspection Period, Buyer has the right to obtain a new survey of the Property, at its expense.

9. PRORATIONS: All items customarily prorated and adjusted in connection with the closing of real estate similar to the Property, including all ad valorem taxes, rents, operating expenses, insurance, and accrued interest on mortgages assumed, if any, are to be prorated between Seller and Buyer as of the Closing Date, and any advance escrow deposits held by Mortgagees shall be credited to Seller. The cost of recording the deed shall be paid by the Buyer.

10. CLOSING & POSSESSION DATES:

a. The consummation of the sale transaction contemplated herein is referred to as the "Closing". The sale shall be closed and the deed delivered on or before five (5) days from expiration of the due diligence period except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title of the Property, as provided for herein ("Closing Date").

b. At the Closing, Seller shall deliver to Buyer:

- (i) A deed as provided for herein;
- (ii) FIRPTA statements as required herein;
- (iii) Litigation and lien affidavits executed by Seller, in such form as approved by Title Company;
- (iv) Lien waivers executed by Seller, in such form as approved by the Title Company; and
- (v) Such other documents and instruments as may be reasonably required to effectuate the Closing as herein contemplated.

c. At the Closing, Buyer shall deliver to Seller:

- (i) Currently available funds in the amount equal to the Closing Payment adjusted as provided herein, and
- (ii) Such other documents and instruments as may be reasonably required to effectuate the Closing as herein contemplated.

d. Possession of the Property shall be given to Buyer on the Closing Date.

11. DISCLAIMER: Seller and Buyer acknowledge that they have not relied upon advice or representations of Agent (or Agent's associated salesperson(s)) relative to (i) the legal or tax consequences of this Agreement and the sale, purchase or ownership of the Property; (ii) the structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property including projections of income or operating expenses; (viii) compliance requirements of the Americans with Disabilities Act; (ix) the existence of any hazardous or toxic waste, substance, or material, including without limitation any asbestos or any oil or pesticides; (x) any state of facts which would be disclosed by an accurate survey of the Property; or (xi) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Buyer have sought and obtained independent advice relative thereto.

12. SELLER WARRANTIES: Seller warrants that unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that Seller is the fee owner of the Property or is authorized to execute this document for the fee owner. Seller also represents that, to the best of its knowledge, except as may otherwise be expressly disclosed herein, Seller has not released or disposed of any hazardous or toxic waste, substance or material, including without limitation any asbestos or any oil or pesticides (collectively, "Hazardous Substances"), on or about the Property; has not disposed of or arranged for the disposition of any Hazardous Substances from the Property except in compliance with all applicable federal, state or local laws; and no Hazardous Substances exist on the Property or about the Property that threaten the Property. Seller makes no warranty that the Property is suitable for any particular purpose, nor that the Property is in compliance with the

requirements of the Americans with Disabilities Act. **THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.**

13. RISK OF LOSS: Seller agrees to keep in force hazard insurance on the Property until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the Effective Date and the Closing Date, through no fault of the Buyer or its agents, and Seller is unable or unwilling to restore it to its previous condition prior to Closing, Buyer shall have the option of canceling this Agreement and receiving the Earnest Money or accepting the Property in its then condition. If Buyer elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise shall be payable to Buyer.

14. HAZARDOUS SUBSTANCES: Seller and Buyer expressly acknowledge that the Agent(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, or, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/or Buyer and Agent(s) shall not be held responsible therefor.

15. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): At the Closing, Seller and Buyer shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.

16. SELECTION OF ATTORNEY: The parties hereto acknowledge and agree that, if they have agreed to share the fees of a closing attorney hereunder, such sharing of fees may involve a potential conflict of interest and they may be required to execute an affidavit at Closing acknowledging their recognition and acceptance of same. Each of the parties acknowledges that he has a right to be represented at all times in connection with this Agreement and the Closing by an attorney of his own choosing, at his own expense.

17. ADDITIONAL PROVISIONS: Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made a part of this Agreement.

18. FACSIMILE AND COUNTERPART SIGNATURES: This agreement may be executed in counterparts and by either party or by both parties by telecopy or facsimile and shall be binding upon the party so executing it upon receipt by the other party of the signature.

19. NO ADDITIONAL BROKERS: Buyer and Sellers represent and warrant to each other that there are no real estate brokers or agents or other persons owed any commission, finder's fee, or other compensation respecting the transaction contemplated herein, except for those parties specifically referenced herein.

20. TIME IS OF THE ESSENCE: The Parties agree that time is of the essence of this Agreement.

21. NOTICE: All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be deemed to have been served on the date mailed by United States registered or certified mail, return receipt requested, with postage prepaid. All such notices and communications shall be addressed to the parties hereto at the respective addresses set forth at page 1 hereof, or at such other addresses as either may specify to the other in writing.

22. 1031 EXCHANGE: The parties acknowledge that either of them may elect to effect the disposition of the Property pursuant to this Agreement as a like-kind exchange pursuant to Section 1031 of the United States Internal Revenue Code (an "Exchange"). The parties agree to cooperate with one another in all respects in effecting such Exchange, including, without limitation, by executing and delivering such documents as may be customarily required in such exchange transactions, provided that the parties shall not be required to incur any expense or additional obligation in connection therewith.

23. CONFIDENTIAL INFORMATION; INSPECTIONS: Buyer shall use reasonable efforts to treat and hold all information furnished by Seller to Buyer in the course of Buyer's inspections and investigations of the Property as confidential information by Buyer and Buyer shall return all such information to Seller at Buyer's expense in the

event the transaction contemplated by this Agreement does not close for any reason whatsoever. In addition, Buyer shall use reasonable efforts to treat and hold all reports, engineering studies, analyses and other documents and information resulting from investigations by Buyer, or any of its employees, agents or representatives obtained in the course of Buyer's inspections and investigations of the Property as confidential information and copies of all such documents shall be delivered to Seller at Seller's expense in the event the transaction contemplated by this Agreement does not close for any reason whatsoever.

24. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, Agent nor any other sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. Any further changes or modifications to this Agreement must be in writing and signed by the parties hereto.

THIS AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER:
HAFED MOHAMED and/or his assigns

Witness to Buyer's Signature

Buyer

(Date)

Witness to Buyer's Signature

Buyer

(Date)

SELLER:
THE CITY OF TARRANT, and/or its assigns

Witness to Seller's Signature

Seller

(Date)

Witness to Seller's Signature

Seller

(Date)

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinafter set forth;

_____ Cash _____ Check

Firm: Graham & Company, LLC
BY: _____

COMMISSION: THE COMMISSION PAYABLE TO THE AGENT(S) IN THIS SALE IS NEGOTIABLE BETWEEN THE AGENTS(S) AND THE CLIENT.

In this Agreement Seller Buyer (*check one or both*) agrees to pay to Graham & Company, LLC, Agents(s) in this transaction, in CASH at Closing, a commission in the amount of eight (8%) percent of the total purchase price.

Seller/Buyer

Seller/Buyer

Broker/Agent

Broker/Agent

Whereupon, Mayor Pro Tem Horton moved that the rules and procedures of the Council be suspended to add proposed Resolution Number 8051 to the agenda. Said motion was seconded by Councilmember Anderson, regularly put and upon roll call, the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

Mayor Tuck declared that the motion had been adopted by unanimous consent of the members present.

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

RESOLUTION NO. 8051

A RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION NUMBER 8008 ADOPTED FEBRUARY 2, 2015 TO REVISE TOTAL COST OF AGREEMENT BETWEEN THE CITY OF TARRANT AND LASERONE COMMUNICATIONS FOR THE PURPOSE OF PROVIDING: SERVER AND ASSOCIATED COSTS, INCLUDING HARDWARE AND SOFTWARE AND ANTIVIRUS AND ASSOCIATED COSTS, INCLUDING HARDWARE AND SOFTWARE

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 20, 2015 at 7:00 p.m. as follows:

Section 1. That Resolution Number 8008, Section 1 b) shall be amended by allowing the addition of following costs, to the total amount agreed upon:

Five (5) MSOL Windows Remote Desktop Services 2012 License at \$120.00 each - total cost of \$600.00; and

Five (5) Hours Labor at \$105.00 for setting up and installing Service – total cost \$525.00

Section 2. That said amount for said services related to said Server and Associated Cost, including hardware and software shall be in the amount of \$9,329.00 and shall be paid from City of Tarrant Administrative and Municipal Court Departmental budgets, and

ADOPTED this the 20th day of April, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8051 was seconded by Councilmember Anderson, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: Councilmember Bryant

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8051 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:

CITY OF TARRANT
VOUCHER LIST
APRIL 20, 2015

GENERAL FUND

23313-23317	ACCOUNTS PAYABLE RUN	13,527.81
23318-23338	ACCOUNTS PAYABLE RUN	126,773.49
23339-23353	ACCOUNTS PAYABLE RUN	65,902.69
23354	ACCOUNTS PAYABLE RUN	1,224.30
23355-23356	ACCOUNTS PAYABLE RUN	124.32
23357-23389	ACCOUNTS PAYABLE RUN	95,971.81
23390	ACCOUNTS PAYABLE RUN	19.95
23391-23423	ACCOUNTS PAYABLE RUN	51,461.31

SALES & USE TAX

660	CITY OF TARRANT G/F	150,000.00
-----	---------------------	------------

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
23313	1045	ALABAMA GAS CORPORATION		4/07/2015	2,637.81	PARK MARCH 2015 EX 01-6602-150 996.38 EX 01-6101-150 555.59 EX 01-6102-150 555.59 EX 01-6101-150 10.84 EX 01-6102-150 10.83 EX 01-6302-150 508.58
23314	1493	ALABAMA LEAGUE OF		4/07/2015	2,100.00	2015 ALM CONVENTION EX 01-6000-170 2,100.00
23315	1079	LASER ONE COMMUNICATIONS		4/07/2015	8,204.00	SERVER EX 01-6000-331 8,204.00
23316	1118	TERMINIX		4/07/2015	56.00	PEST CONTROL EX 01-6302-148 56.00
				Number Of Checks: 4 Total Check Amount: 12,997.81		

Date: 4/07/2015
Time: 16:59
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Page: 2
Id: AP3610

Fund Control: 40

Check No Voucher No Vendor Name-----

23317 1413 AT & T

530.00 205 M20-7251 001 0545 APRIL 20

EX 40-6600-161

Check Amount -----Distribution/Remarks-----

Number Of Checks: 1
Total Check Amount: 530.00

** Final Totals ** Number Of Checks: 5
Total Check Amount: 13527.81

Date: 4/08/2015

Time: 17:08

User: SHERRI

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
23318	1008	ACS TECHNOLOGIES		4/08/2015	14.30	EX 01-6000-143
23319	1009	ACTION TIRE CO.		4/08/2015	36.50	PLAT REPAIR EX 01-6302-122
23320	1413	AT & T		4/08/2015	1,266.26	205 849-2806 238 0540 APRIL 20 EX 01-6000-161 EX 01-6101-161 EX 01-6102-161 EX 01-6102-161 EX 01-6302-161 EX 01-6602-161 EX 01-1500-000 259.79
23321	1215	AT WORK UNIFORMS		4/08/2015	66.34	UNIFORMS EX 01-6302-113 66.34
23322	1046	BROWN HEATING AND COOLING		4/08/2015	1,116.29	DISPATCH AIR CONDITIONER EX 01-6101-141 EX 01-6102-141 558.15 558.14
23323	1057	CHARTER COMMUNICATIONS		4/08/2015	104.61	04/01/15 - 04/30/15 EX 01-6102-148 104.61
23324	1123	PASTENAL COMPANY		4/08/2015	22.55	EX 01-6302-129 22.55
23325	1970	FLEET SUPPLY LLC		4/08/2015	97.43	EX 01-6102-146 97.43
23326	1201	HARRIS INSURANCE INC.		4/08/2015	113,610.00	1 OF 4 03/27/2015-03/27/2016 EX 01-1515-000 EX 01-1515-000 56,805.00 56,805.00
23327	1524	HIGHLAND TECHNICAL SERVICES,		4/08/2015	794.03	EX 01-6302-191 794.03
23328	2526	JONES, KENNETH		4/08/2015	61.18	MILEAGE MARCH 30 - APRIL 1, 20 EX 01-6000-170 61.18
23329	1844	LIBERTY NATIONAL		4/08/2015	1,311.23	APRIL 2015 REMITTANCE EX 01-2038-000 1,311.23
23330	1140	MAILFINANCE		4/08/2015	268.77	EX 01-6000-148 268.77

CITY OF TARRANT
Check Regtster
File ID: AP16

Date: 4/08/2015
 Time: 17:08
 User: SHERRI

CITY OF TARRANT
 Check Register
 File ID: AP16

Page: 2
 Id: AP3610

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
23331	1134	NARSCO INC.		4/08/2015	1,616.37	EX 01-6102-205 1,556.40 EX 01-6102-146 59.97
23332	2150	QUALITY PETROLEUM		4/08/2015	3,066.46	MARCH 2015 GASOLINE EX 01-6102-122 545.37 EX 01-6302-122 2,521.09
23333	1077	QUILT		4/08/2015	728.56	OFFICE SUPPLIES EX 01-6000-121 332.90 EX 01-6000-121 97.70 EX 01-6000-121 297.96
23334	2455	SOUTHEASTERN EMERGENCY		4/08/2015	278.06	CASE ORGANIZER EX 01-6102-202 278.06
23335	1327	TUCK, LOXCILL		4/08/2015	152.62	2015 EASTER EGG HUNT EX 01-2066-000 152.62
23336	1505	WARD & WILSON, L.L.C.		4/08/2015	1,114.59	MARCH 2015 RECORDER JUDGE EX 01-6000-117 1,114.59
				Number Of Checks: 19		
				Total Check Amount: 125,726.15		

Date: 4/08/2015
Time: 17:08
User: SHRRRI

CITY OF TARRANT
Check Register
File ID: AP16

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Fund Control: 20

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
23337	1102	COLE, ALICIA		4/08/2015	80.00	INTERPRETER THRU APRIL 3, 2015 EX 20-6200-103
				Number Of Checks:	1	
				Total Check Amount:	80.00	

Date: 4/08/2015

User: SHERRI

Time: 17:08

CITY OF TARRANT

Check Register

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Fund Control: 40

Check No	Voucher No	Vendor Name	Check Date	Check Amount	-----Distribution/Remarks-----
23338	1413	AT & T	4/08/2015	967.34	205 M78-6595 595 0547 APRIL 20
				967.34	EX 40-6600-161

Number Of Checks: 1

Total Check Amount: 967.34

** Final Totals **

Number Of Checks: 21

Total Check Amount: 126773.49

Fund Control: 01

Check No	Vendor	Check Date	Check Amount	-----Distribution/Remarks-----
23339	AAA ENVIRONMENTAL SERVICES	4/10/2015	92.65	TOILET TISSUE EX 01-6000-124 45.85 EX 01-6101-124 46.80
23340	ALABAMA ASSOC OF MUNICIPAL	4/10/2015	30.00	2015 DUES - KEITH, LILLIAN EX 01-6000-207 30.00
23341	ALABAMA PEACE OFFICERS ANNUITY	4/10/2015	60.00	MARCH 2015 REMITTANCE EX 01-2029-000 60.00
23342	BANCORP SOUTH EQUIPMENT FINANCE	4/10/2015	2,101.04	EX 01-6302-410 143.84 EX 01-6302-420 1,957.20
23343	VOID-VOID-VOID-VOID	4/10/2015	0.00	Voided Check EX 01-6302-122 106.24 EX 01-6000-142 78.99 EX 01-6302-122 109.46 EX 01-6302-122 37.99 EX 01-6302-122 1,114.99 EX 01-6302-122 73.99
23344	EXPRESS OIL CHANGE LLC	4/10/2015	1,651.65	FULL SERVICE HEAVY DUTY EX 01-6302-122 129.99
23345	INGRAM LIBRARY SERVICES	4/10/2015	30.00	EX 01-6603-220 30.00
23346	JONES, JOEY	4/10/2015	112.50	MEETING W/LASER ONE/POLICE EX 01-6101-148 112.50
23347	PEOPLES FIRST FEDERAL	4/10/2015	1,159.89	DEDUCTIONS THRU APRIL 3, 2015 EX 01-2037-000 1,159.89
23348	SOUTHERN EMERGENCY	4/10/2015	351.24	EX 01-6102-202 351.24
23349	SOUTHERN STATES	4/10/2015	207.00	MARCH 2015 REMITTANCE EX 01-2039-000 207.00
23350	UNITED WAY OF CENTRAL ALABAMA	4/10/2015	394.60	1ST QUARTER 2015 EX 01-2042-000 394.60

Number Of Checks: 12
 Total Check Amount: 6,190.57

Date: 4/10/2015
Time: 10:42
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

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Fund Control: 31

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
23353	1701	REGIONS BANK		4/10/2015	58,327.82	APRIL 2015 REMITTANCE
					28,233.54	EX 31-1010-000
					2,240.63	EX 32-1012-000
					27,853.65	EX 33-1010-000

Number Of Checks: 1
Total Check Amount: 58,327.82

** Final Totals **
Number Of Checks: 15
Total Check Amount: 65902.69

Date: 4/10/2015

Time: 11:02

User: SHBRRI

Fund Control: 11

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
23354	1113	VULCAN SIGNS		4/10/2015	1,224.30	
					222.56	EX 11-6202-225
					1,001.74	EX 11-6202-225

Number Of Checks: 1
 Total Check Amount: 1,224.30

Number Of Checks: 1
 Total Check Amount: 1,224.30

** Final Totals **

CITY OF TARRANT

Check Register

File ID: AP16

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Id: AP3610

Date: 4/14/2015

Time: 11:39

User: SHERRI

CITY OF TARRANT
Check Register from History

Check #	PO #	Vend #	Name	Check Date	Check Amount	Distribution	Dist Amount
23355		1244	UNITED WAY OF CENTRAL ALABAMA	4/10/2015	56.32	BX 01-2042-000	56.32
						AP 01-2000-000	56.32
						CA 01-1015-000	56.32
23356		2529	MEDINA, MARIA	4/10/2015	68.00	BX 05-2052-000	68.00
						AP 05-2000-000	68.00
						CA 05-1015-000	68.00

Number of Checks: 2
Total Check Amount: 124.32

Fund Control: 01

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

Check No	Vendor	Check Date	Check Amount	-----Distribution/Remarks-----
23357	1004 AAA ENVIRONMENTAL SERVICES	4/14/2015	190.96	TOILET TISSUE EX 01-6602-124 91.96 EX 01-6602-212 99.00
23358	2530 AIR CONDITIONING EXPERTS	4/14/2015	60.00	REFUND 2015 BUSINESS LICENSE EX 01-4201-000 60.00
23359	1085 ALABAMA ENVIRONMENTAL TURF &	4/14/2015	70.00	PEST CONTROL EX 01-6000-141 35.00 EX 01-6000-141 35.00
23360	2460 ALSCO - BIRMINGHAM	4/14/2015	43.56	MATS EX 01-6101-141 21.78 EX 01-6102-141 21.78
23361	2335 B & B TIRE LANDFILL, INC.	4/14/2015	47.50	EX 01-6302-129 47.50
23362	1375 CITY OF TARRANT GENERAL FUND	4/14/2015	1,113.15	MARCH 2015 OCCUPATIONAL TAX EX 01-2019-000 1,113.15
23363	1040 EMPLOYEES RETIREMENT SYSTEM	4/14/2015	49,205.33	MARCH 2015 REMITTANCE EX 01-2031-000 49,205.33
23364	1820 GLOCK PROFESSIONAL, INC.	4/14/2015	250.00	ARMORER'S COURSE - JENKINS, JA EX 01-6101-130 250.00
23365	2525 GREATER BIRMINGHAM	4/14/2015	891.51	MARCH 2015 ANIMAL CONTROL EX 01-6302-192 891.51
23366	1090 HAND ARENDAL, L.L.C.	4/14/2015	320.00	GOLDMAN RETAINER APRIL 2015 EX 01-6000-111 320.00
23367	2257 JOLLY'S SALBS & SERVICE	4/14/2015	124.75	FUSES/IGNITION SWITCH/FUSE HOI EX 01-6302-142 124.75
23368	1619 LEGALSHIELD	4/14/2015	15.95	EX 01-2043-000 15.95
23369	1262 LOWE'S	4/14/2015	43.60	EX 01-6602-141 43.60
23370	1319 VOID-VOID-VOID-VOID	4/14/2015	0.00	VOIDed Check EX 01-6602-142 27.95 EX 01-6602-142 8.19 EX 01-6602-142 56.92 EX 01-6602-144 23.95 EX 01-6602-142 11.20 EX 01-6602-144 40.93 EX 01-6602-144 25.58

Date: 4/14/2015

Time: 11:45

User: SHERRI

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check date	Check Amount	-----Distribution/Remarks-----
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23371	1319	O'REILLY AUTO PARTS		4/14/2015	356.38	SEALED BEAM
					6.59	EX 01-6302-129
					12.04	EX 01-6302-129
					59.96	EX 01-6302-129
					38.24	EX 01-6302-129
					39.84	EX 01-6302-129
					4.99	EX 01-6302-129
23372	2148	PH&S PRODUCTS LLC		4/14/2015	85.00	GLOVE
					85.00	EX 01-6101-124
23373	1077	QUILT		4/14/2015	65.67	OFFICE SUPPLIES
					65.67	EX 01-6000-121
23374	1217	RENO PLUMBING		4/14/2015	325.00	FLUSH VALVE
					125.00	EX 01-6101-141
					200.00	EX 01-6101-141
23375	1049	RICHARDSON HARDWARE COMPANY		4/14/2015	938.29	FIRE MARCH 2015
					6.59	EX 01-6102-146
					199.60	EX 01-6602-141
					271.19	EX 01-6602-141
					52.53	EX 01-6101-141
					408.38	EX 01-6302-129
23376	1846	ST. VINCENT'S EAST		4/14/2015	327.27	MARCH 2015 PHARMACY CHARGES
					327.27	EX 01-6102-201
23377	1166	TARRANT BOARD OF EDUCATION		4/14/2015	18,895.59	MARCH 2015 REMITTANCE
					8,182.85	EX 01-6700-902
					220.54	EX 01-6700-904
					9,413.32	EX 01-6700-907
					8.59	EX 01-6700-906
					1,070.29	EX 01-6700-900
23378	1096	TARRANT ELECTRIC DEPARTMENT		4/14/2015	3,122.14	MARCH 2015 - JUNEAU, LYNN
					3,122.14	EX 01-6000-103
23379	1021	VERIZON WIRELESS		4/14/2015	952.14	EX 01-6000-161
					189.28	EX 01-6000-161
					167.48	EX 01-6302-161
					51.71	EX 01-6602-161
					543.67	EX 01-6101-161

Number Of Checks: 23
 Total Check Amount: 77,443.79

CITY OF TARRANT
 Check Register
 File ID: AP16

Fund Control: 10

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

23380 1158 ALABAMA CRIME VICTIMS COMP.COM 4/14/2015 487.00 MARCH 2015 REMITTANCE EX 10-2039-000 487.00

23381 1039 ALABAMA PEACE OFFICERS ANNUITY 4/14/2015 705.00 MARCH 2015 REMITTANCE EX 10-2029-000 705.00

23382 1938 CHIEF FINANCE OFFICER 4/14/2015 142.00 MARCH 2015 REMITTANCE EX 10-2054-000 142.00

23383 2324 CIRCUIT CLERK JUDICIAL ADM FUND 4/14/2015 384.65 MARCH 2015 REMITTANCE EX 10-2057-000 384.65

23384 2322 DISTRICT ATTY SOLICITORS FUND 4/14/2015 2,258.00 MARCH 2015 REMITTANCE EX 10-2055-000 2,258.00

23385 1157 VOID-VOID-VOID-VOID 4/14/2015 0.00 voided check EX 10-2036-000 611.00

EX 10-2030-000 2,909.50

EX 10-2045-000 310.00

EX 10-2034-000 900.78

EX 10-2032-000 1,003.00

EX 10-2033-000 285.00

EX 10-2043-000 1,543.50

EX 10-2046-000 253.50

EX 10-2047-000 587.00

EX 10-2048-000 2,004.50

EX 10-2049-000 420.00

EX 10-2050-000 200.00

MARCH 2015 REMITTANCE 11,122.02 FINANCE DEPARTMENT, STATE 4/14/2015 31.44 EX 10-2062-000 31.44

EX 10-2061-000 62.80

MARCH 2015 REMITTANCE 1,500.00 LEGAL AID SOCIETY 4/14/2015 1,500.00 EX 10-2036-000 1,500.00

MARCH 2015 REMITTANCE 381.99 PRESIDING CIRCUIT JUDGE ADM FUND 4/14/2015 381.99 EX 10-2057-000 381.99

MARCH 2015 REMITTANCE 1,547.36 STATE JUDICIAL ADMIN FUND 4/14/2015 1,547.36 EX 10-2058-000 1,547.36

** Final Totals **
Number Of Checks: 33 Total Check Amount: 95971.81
Number Of Checks: 10 Total Check Amount: 18,528.02

Date: 4/17/2015

Time: 15:38

User: SHERRI

CITY OF FARRANT
Check Register From History

Check # PO # Vend # -----Name----- Check Date Check Amount -----Distribution----- Dist Amount

23390			2101 GRESSMAN, MARIYV	4/14/2015	19.95	EX 01-2066-000	19.95
						AP 01-2000-000	19.95
						CA 01-1015-000	19.95

Number Of Checks: 1
Total Check Amount: 19.95

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
23391	1004	AAA ENVIRONMENTAL SERVICES		4/17/2015	45.98	TOILET TISSUE EX 01-6302-124 45.98
23392	1008	ACS TECHNOLOGIES		4/17/2015	107.13	COPIES EX 01-6000-143 107.13
23393	1013	ALABAMA POWER		4/17/2015	361.21	EX 01-6000-151 361.21
23394	1413	AT & T		4/17/2015	117.43	841-0575 APRIL 2015 EX 01-6603-223 117.43
23395	1215	AT WORK UNIFORMS		4/17/2015	3,283.60	UNIFORMS EX 01-6302-113 3,283.60
23396	2019	AUTOZONE		4/17/2015	199.35	DURALAST GOLD BATTERY EX 01-6602-142 3.32 EX 01-6602-142 57.17 EX 01-6602-211 95.18 EX 01-6101-122 28.68 EX 01-6602-211 15.00
23397	1017	BIRMINGHAM WATER WORKS		4/17/2015	2,858.10	1126 FORD AVENUE MARCH 2015 EX 01-6000-150 47.99 EX 01-6602-150 51.47 EX 01-6102-150 47.99 EX 01-6602-194 70.65 EX 01-6102-131 2,640.00
23398	1106	CARR, RIGGS, & INGRAM LLC		4/17/2015	22,000.00	THRU JANUARY 23, 2015 EX 01-6000-112 13,000.00 EX 01-6000-112 6,000.00 EX 01-6000-112 3,000.00
23399	1074	CINTAS FIRST AID		4/17/2015	96.06	FIRST AID EX 01-6302-129 96.06
23400	1285	CITY OF TARRANT PETTY CASH		4/17/2015	262.00	FEBRUARY & MARCH 2015 EXPENSES EX 01-6101-183 80.00 EX 01-6101-148 182.00
23401	1052	COBLENTZ EQUIPMENT & PARTS CO.		4/17/2015	1,202.54	EX 01-6302-129 127.96 EX 01-6302-147 1,074.58

Fund Control: 01

Check No	Vendor	Check Date	Check Amount	-----Distribution/Remarks-----
23402	1015 COMIN EQUIPMENT COMPANY, INC.	4/17/2015	39.42	MATCH MATE PARTS EX 01-6302-129 39.42
23403	1470 HOME DEPOT CREDIT SERVICES	4/17/2015	21.27	EX 01-6602-141 21.27
23404	2409 J & S FLEET SERVICE & REPAIR	4/17/2015	1,080.30	ENGINE #32 FRONT PADS & LEFT S EX 01-6102-146 1,080.30
23405	1079 LASER ONE COMMUNICATIONS	4/17/2015	2,113.20	EX 01-6000-161 2,113.20
23406	1059 MCCAIN UNIFORMS	4/17/2015	549.00	SHIRTS - WILLLIS, JUSTIN EX 01-6101-113 72.00 EX 01-6101-113 238.00 EX 01-6101-113 219.00 EX 01-6101-113 20.00
23407	1097 MCPHERSON ALABAMA TAX EXEMPT	4/17/2015	2,701.03	MARCH 2015 GASOLINE EX 01-6101-122 1,979.33 EX 01-6302-122 606.75 EX 01-6602-122 114.95
23408	2505 MR. BUGG'S PEST PATROL	4/17/2015	57.00	PEST CONTROL EX 01-6602-216 57.00
23409	2531 NATIONAL PEN CO. LLC	4/17/2015	63.50	EX 01-6302-121 63.50
23410	1319 O'REILLY AUTO PARTS	4/17/2015	31.36	FINANCE CHARGE EX 01-6302-129 27.98 EX 01-6302-129 3.38
23411	1077 QUILLS	4/17/2015	121.07	BLACK TONER EX 01-6602-121 94.98 EX 01-6000-121 26.09
23412	1115 REVENUE DISCOVERY SYSTEMS-RDS	4/17/2015	7,504.75	OCC TAX/AUDIT/RENTAL/SALES EX 01-6000-523 1,125.88 EX 01-6000-525 2,030.06 EX 01-6000-526 4,173.21 EX 01-6000-527 105.60 EX 01-6000-528 70.00

Fund Control: 01

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

23413	1620	S & W HEALTHCARE CORPORATION		4/17/2015	123.24	WET GEL FOAM EX 01-6102-202
23414	1060	SANSON EQUIPMENT CO., INC.		4/17/2015	61.03	SOCKET ASSEMBLY EX 01-6302-129
23415	1016	SEWER AND WATER BILL		4/17/2015	843.36	LIBRARY MARCH 2015 EX 01-6603-150 106.57 EX 01-6602-150 130.52 EX 01-6101-150 241.12 EX 01-6102-150 241.11 EX 01-6302-150 124.04
23416	2455	SOUTHEASTERN EMERGENCY		4/17/2015	195.92	GLOVES EX 01-6102-202 34.72 EX 01-6102-202 161.20
23417	1383	TOPS BUSINESS SYSTEMS		4/17/2015	170.64	A/P CHECK STOCK EX 01-6000-128
23418	1177	UNION SECURITY INSURANCE CO.		4/17/2015	764.19	APRIL 2015 REMITTANCE EX 01-6000-107 75.60 EX 01-6102-107 163.80 EX 01-6101-107 264.60 EX 01-6302-107 184.59 EX 01-6602-107 50.40 EX 01-6603-107 25.20
23419	2503	WATER WAY DISTRIBUTING		4/17/2015	15.00	APRIL 2015 RENTAL EX 01-6000-129 15.00

Number Of Checks: 29
 Total Check Amount: 46,988.68

Date: 4/17/2015
Time: 15:45
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 10

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
23420	2322	DISTRICT ATTY SOLICITORS FUND		4/17/2015	408.56	MARCH 2015 REMITTANCE EX 10-2056-000
					408.56	
					Number OF Checks:	1
					Total Check Amount:	408.56

Date: 4/17/2015
Time: 15:45
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

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Id: AP3610

Fund Control: 11

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
23421	1395	KELLIS VEGETATION MANAGEMENT		4/17/2015	3,600.00	INDUSTRIAL WEED CONTROL EX 11-6202-225
				Number Of Checks:	1	
				Total Check Amount:	3,600.00	

Date: 4/17/2015

Time: 15:45

User: SHERRI

Fund Control: 20

CITY OF TARRANT

Check Register

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Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
23422	2493	FOOD OUTLET #69		4/17/2015	305.64	MARCH 26, 2015 PRISONER MEALS
					114.50	EX 20-6200-126
					9.32	EX 20-6200-126
					69.85	EX 20-6200-126
					111.97	EX 20-6200-126
23423	1305	MATTHEW BENDER & CO., INC.		4/17/2015	158.43	MICHIGNS AL CRIM CODE 14 BD/MOT
					158.43	EX 20-6200-129

Number Of Checks: 2
Total Check Amount: 464.07

Number Of Checks: 33
Total Check Amount: 51461.31

** Final Totals **

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

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

Whereupon Mayor Pro Tem Horton moved that the meeting be adjourned. Said motion was seconded by Councilmember Anderson, regularly put and carried, whereupon the meeting was adjourned at 7:26 p.m.

READ AND APPROVED THIS THE 4TH DAY OF MAY, 2015.



LOYCIL B. TUCK, MAYOR

Attest:



Lillian A. Keith, City Clerk