

PRE-COUNCIL MEETING OF THE CITY OF TARRANT, ALABAMA

HELD ON MONDAY, APRIL 6, 2015

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

The purpose of said meeting was to review the Monday, April 6, 2014 agenda of the 7:00 p.m. regularly scheduled City Council Meeting.

The following officials were present:

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

The following department heads and/or representatives were present:

Patrick Coleman
Leath Jennings
Ken Jones
Lynn Juneau
Acting Chief Ricky Milligan
Chris O'Rear
James Phillips
Chief Dennis Reno
Joe Schmitt
Lillian A. Keith

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

Whereupon, Mayor Pro Tem Horton made a motion calling for an Executive Session (6:45 p.m.) for the purpose of discussing with the City's attorney the legal ramifications of and legal options for pending litigation. Said motion was seconded by Councilmember Bryant regularly put and upon roll call, the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared that the motion had carried and that the City Council would reconvene following the Executive Session, to begin the Regular City Council Meeting. The Executive Session ended at 7:00 p.m.

READ AND APPROVED THIS THE 20TH DAY OF APRIL, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

REGULAR MEETING OF THE CITY OF TARRANT, ALABAMA

HELD ON MONDAY, APRIL 6, 2015

The City Council of the City of Tarrant, Alabama reconvened from executive session to regular session on the 6th day of April, 2015 at 7:02 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 Acting Chief Ricky Milligan 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 |
| John T. "Tommy" Bryant | Councilmember |
| Laura D. Horton | Mayor Pro Tem |
| Debra M. Matthews | Councilmember |
| Betty S. Middlebrooks | Councilmember |
| Loxcil B. Tuck | Mayor |

Mayor Loxcil B. Tuck stated that the Councilmembers had been provided with copies of the minutes of the City Council Work Session held on Thursday, March 12, 2015, the Pre-council Meeting held on Monday, March 16, 2015, the Regular City Council Meeting held on Monday, March 16, 2015, and the City Council Work Session held on Monday, March 23, 2015 and asked if there were any additions or corrections. The motion was made by Mayor Pro Tem Horton and seconded by Councilmember Bryant, to approve said minutes as written, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared minutes of the minutes of the City Council Work Session held on Thursday, March 12, 2015, the Pre-council Meeting held on Monday, March 16, 2015, the Regular City Council Meeting held on Monday, March 16, 2015, and the City Council Work Session held on Monday, March 23, 2015 approved and legally adopted.

Mayor Tuck stated that the *Eighth Annual Easter Egg Hunt* held on Saturday, April 4, 2015, at *Hewitt Park*, had been very successful. Mayor Tuck thanked Mayor Pro Tem Horton and her husband, Gene Horton for their donation of chips; Charles Vacarella for his donation of 240 hot dogs and buns; Marilyn Gressman for her efforts, toward the *Easter Egg Hunt* and everyone who had participated.

Mayor Tuck stated that the Alabama League of Municipalities issues awards each year, regarding risk management/loss control. Mayor Tuck stated that the City of Tarrant had received the Bronze Risk Management Award, for the year 2014. Mayor Tuck explained that the bronze award represents accomplishment of a loss ratio of 20% to 40%. Mayor Tuck presented the Bronze Risk Management Award to Acting Fire Chief Ricky Milligan. Mayor Tuck stated that the City of Tarrant Electric Department had received the Silver Risk Management Award, for the year 2014. Mayor Tuck explained that the silver award represents accomplishment of a loss ratio of 5% to 20%. Mayor Tuck presented the Silver Risk Management Award to Joe Schmitt.

Mayor Tuck recognized Mr. Alvin Samples. Mr. Samples stated that 60 to 70 people had attended the *Easter Sunrise Service*, held at Rock Methodist Church. Mr. Samples stated that the service had been very nice.

Mayor Tuck stated that the City of Tarrant Ministerial Association would host the *City of Tarrant Mayor's Prayer Luncheon* on May 1, 2014, at Central Baptist Church. Mayor Tuck explained that an hour of prayer would be held beginning at 11:00 a.m., followed by lunch at 12:00 noon. Mayor Tuck explained that due to numerous donations, there would not be a charge for lunch. Mayor Tuck invited everyone to place the *Prayer Luncheon*, on their calendars.

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

RESOLUTION NO. 8029

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. Having previously confirmed the applicable reports of costs on weed abatement, the City of Tarrant ("City") elects to exercise its option to have the attached weed liens enforced under the authority of Section 11-67-66 of the *Code of Alabama* (1975), and the City Council hereby directed the City Clerk to give a copy of the attached weed liens to the Jefferson County Tax Collector, who, under the "Optional Method of Taxation," is charged with the collection of the municipal taxes pursuant to Article 1, Division 2, Chapter 51, of Title 11 of the *Code of Alabama* (1975). Thereafter, pursuant to Section 11-67-66 of the *Code of Alabama* (1975), "It shall be the duty of the [Jefferson County Tax Collector] to add the costs of the respective weed liens to the next regular bills for taxes levied against the respective lots and parcels of land subject to a weed lien, and thereafter, the costs shall be collected at the same time and in the same manner as ordinary municipal ad valorem taxes are collected, and shall be subject to the same penalties and the same procedure under foreclosure and sale in case of delinquency; provided, however, that if the foreclosure and sale is the result of a delinquency caused by a weed lien, the municipality shall

reimburse the county tax collector or revenue commissioner for all costs associated with the foreclosure and sale unless the costs are collected at the time of sale as part of the sale.”

Section 2. Having adopted resolutions fixing the costs which the City Council finds were reasonably incurred in demolitions and assessing the costs against various properties, the City Council hereby directed the City Clerk, pursuant to Section 11-40-33 of the *Code of Alabama (1975)*, to file a certified copy of the attached resolutions establishing demolition liens in the Office of the Judge of Probate Jefferson County. In addition, the City Clerk is hereby authorized to take such actions as may be necessary to have the Jefferson County Tax Collector add the amount of the attached demolition liens to the applicable ad valorem tax bills on the properties and to collect the same as if a tax and remit the amount to the City.

Section 3. The City Council desires to employ, alternatively, all tools provided by law to the City for the fixing of costs, creation of liens, making of assessments, and collection of costs associated with repairing, moving or demolishing buildings and structures, or parts of buildings and structures, party walls, and foundations when found to be unsafe to the extent of being a public nuisance from any cause, and the exercise of any rights or remedies by this Resolution shall in no way be deemed a waiver of the City’s rights or remedies under any other applicable laws.

Section 4. That said Resolution Number 7933 adopted 16th day of June, 2014, regarding said property located at 1057 Overton Avenue, Tarrant, Alabama, Parcel I.D. No. 23-00-05-3-033-009.000 is hereby amended,

Section 5. Said resolution shall be amended, as said assessment for the property located at 1057 Overton Road, Tarrant, Alabama, in the amount of \$10,530.60, has been paid in full,

Section 6. A copy of this resolution shall be forwarded to the current owner of said property and to the Judge of Probate.

ADOPTED this the 6th day of April, 2015,

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8029 was seconded by Councilmember

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

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8029 duly and legally adopted.

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

RESOLUTION NO. 8030

A RESOLUTION REJECTING BIDS RECEIVED ON MARCH 20, 2015 FOR CERTAIN SURPLUS EQUIPMENT AND AUTHORIZING THE MAYOR AND CITY CLERK TO DISPOSE OF SAME IN ACCORDANCE WITH RESOLUTIONS AND ORDINANCES PERTAINING TO SURPLUS PROPERTY

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. That said bids received on March 20, 2015 at 10:00 a.m. for the following equipment in the Street and Sanitation Department –

1 – 1995 Chev 2500 4X4 Pick Up
VIN 1GCGK24K3SZ205746

are hereby rejected,

Section 2. That the Mayor and City Clerk are hereby authorized and directed to dispose of same in accordance with resolutions and ordinances relating to surplus property,
ADOPTED this the 6th day of April, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8030 was seconded by Councilmember Anderson, regularly put and upon roll call; the vote thereon was as follows:

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

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8030 duly and legally adopted.

Mayor Tuck stated that the next order of business would be a public hearing, concerning the proposed demolition of the structures located at the following locations:

1. 1437 Ford Avenue, Tarrant, Alabama
2. 1216 Jefferson Avenue, Tarrant, Alabama
3. 1731 McCaskill Street, Tarrant, Alabama
4. 1739 McCaskill Street, Tarrant, Alabama
5. 1365 Park Avenue, Tarrant, Alabama
6. 1265 Portland Street, Tarrant, Alabama
7. 305 Springdale Road, Tarrant, Alabama
8. 313 Springdale Road, Tarrant, Alabama

Mayor Tuck therefore opened the public hearing and asked if there was anyone present who wished to speak. Mayor Tuck recognized Attorney Benjamin Goldman. Attorney Goldman stated that Building Inspections Officer Ken Jones had made him aware of an error, regarding the City Council Agenda. Attorney Goldman stated that the City Council Agenda, Section 7. New Business, a) Public Hearings – Proposed Demolitions, 2) 1216 Jefferson Avenue, Tarrant, Alabama is incorrect. Attorney Goldman clarified that the property proposed for demolition is 1216 Jefferson Boulevard, Tarrant, Alabama. Attorney Goldman stated that all documents relative to the proposed demolition show the correct address of 1216 Jefferson Boulevard, Tarrant, Alabama. Attorney Goldman stated that the referenced documents are as follows: Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens; Affidavit of Publication; Pictures; and the proposed Resolution for Demolition. Attorney Goldman asked that the minutes reflect that the correction of the agenda.

Attorney Goldman stated that on behalf of the City, he would like for the minutes to also reflect, that a packet had been tendered to each City Councilmember in advance. Attorney Goldman stated that each packet contained copies of the following documents, for each property proposed for demolition: Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens; Affidavit of Publication; and Photographs of the Property. Attorney Goldman stated that a packet is also available in the office of the City Clerk. Attorney Goldman asked that the packet be made a part of the minutes, by reference. Attorney Goldman asked that the Mayor and City Council open their packet, to the last page of tab 3 and review a letter of request from the owner of the property, located at 1731 McCaskill Street, Tarrant, Alabama. Attorney Goldman read the following request from Daniel Jerusalemi of Elite International Realty:

From: Daniel Jerusalemi <djerusalmi@eliteinternational.com>
Date: April 1, 2015 at 11:11:45 PM CDT
To: Kelly Thrasher Fox <kfox@handarendall.com>
Cc: Ben Goldman <bgoldman@handarendall.com>
Subject: 1731 McCaskill Street in Tarrant

Dear Ms. Fox,

As you know we had discussed the situation of the property located at 1731 McCaskill St in Tarrant.

I live in Miami and for the past 6 years have been working as a realtor here.

Unfortunately I had aquired some properties in the Birmingham area but due to a lack of knowledge of the local market, lack of local resources such as contractors, and primarily due to lack of funds to maintain the properties I have been unable to properly manage such properties.

I understand that the property in question is in need of renovation or demolition as the way it stands it constitutes a problem to the area. I also understand that even though the fire at the property that originated these problems was not caused by myself as the owner the responsibility to fix the problem is mine.

I do not have insurance and since the cost of renovation and or demolition is very high I was unable to do anything.

I have taken steps to bring in a partner that would finance the renovation of the house. I have met with some people and have plans to go to Birmingham in June with a person that wants to invest in that market.

I would like to ask you to please grant me an extension until the end of July to be able to properly address and fix this issue.

I can be reached at 954-444-6403

Thanks,

Daniel Jerusalemi
Elite International Realty
Mobile: (954) 444-6403
Office: (305) 940-6611
email:

djerusalmi@eliteinternational.com <<mailto:djerusalmi@eliteinternational.com>> <<mailto:djerusalmi@eliteinternational.com>>

Attorney Goldman stated that Attorney Kelly Fox of Hand Arendall had received the letter of request, from Daniel Jerusalemi. Attorney Goldman stated that the request should be regarded and given due consideration. Attorney Goldman stated that in reviewing the pictures of the structure, it should be noted that this is a building that stands open, at every point. Attorney Goldman stated that there is no portion of the building which is closed. Attorney Goldman stated that this is a dangerous property. Attorney Goldman explained that he looked for three things prior to recommending a remediation or postponement of a demolition, which are: 1) technical feasibility – a plan has not been presented, at this time; 2) that it can be accomplished, within a reasonable amount of time – a plan has not been presented so we do not know if this can be accomplished, within a reasonable amount of time, and 3) present financial ability to complete the project – based on the letter from Mr. Jerusalemi, he does not personally have the financial ability but, has a potential investor. Attorney Goldman stated that a potential investor is not a certainty. Attorney Goldman stated that his recommendation to the Mayor and City Council would be to move forward, with an order of demolition. Attorney Goldman stated that should Mr. Jerusalemi present a plan, prior to the demolition of the structure; he would bring the matter back before the City Council. Attorney Goldman stated that Mr. Jerusalemi would be advised of this. Attorney Goldman stated that in his opinion, the matter should not be delayed.

Mayor Tuck affirmed that the address of the property listed for proposed demolition, as 1216 Jefferson Avenue, Tarrant, Alabama was incorrect on the agenda and had been changed to 1216 Jefferson Boulevard, Tarrant, Alabama. Mayor Tuck asked if there was anyone present who wished to speak regarding the property located at 1216 Jefferson Boulevard, Tarrant, Alabama or the other properties proposed for demolition, during the public hearing. There being no further comments or questions, Mayor Tuck declared the public hearing closed.

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

RESOLUTION NO. 8031

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 1437 FORD, AVENUE, TARRANT, ALABAMA, PARCEL ID# 23-05-4-018-003.000-RR-00, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official determined that the condition of the building or structure located at 1437 Ford Avenue, Tarrant, Alabama, Parcel I.D. Number 23-05-4-018-003-RR-00 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of “Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendings” on February 13, 2015, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

- A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Jefferson County Tax Collector’s Office,
- B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the judge of Probate of Jefferson County, Alabama, at the owner or owners’ last known address and at the address of the subject property,
- C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,
- D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,
- E. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

WHEREAS, contemporaneously with the filing of the “Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens”, a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the Alabama Messenger.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. A Public Hearing was held on April 6, 2015 at 7:00 p.m. and after due deliberation the City Council of the City of Tarrant, Alabama finds that the structure standing at 1437 Ford Avenue, Tarrant, Alabama, Parcel ID# 23-05-4-018-003-RR-00 is unsafe to the extent of becoming a public nuisance to the citizens of City of Tarrant, Alabama and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 1022 of the City of Tarrant, Alabama;

Section 2. That said demolition is to be performed by the City of Tarrant; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

ADOPTED this the 6th day of April, 2015.

ATTEST: _____
Lillian A. Keith, City Clerk

APPROVED: _____
LOXCIL B. TUCK, MAYOR

Motion for the adoption of Resolution Number 8031 was seconded by Councilmember Bryant, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8031 duly and legally adopted.

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

RESOLUTION NO. 8032

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 1216 JEFFERSON BOULEVARD, TARRANT, ALABAMA, PARCEL ID# 23-08-2-006-015.000-RR-00, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official determined that the condition of the building or structure located at 1216 Jefferson Boulevard, Tarrant, Alabama, Parcel I.D. Number 23-08-2-006-015.000-RR-00 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of "Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendings" on February 13, 2015, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

- A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Jefferson County Tax Collector's Office,
- B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the judge of Probate of Jefferson County, Alabama, at the owner or owners' last known address and at the address of the subject property,
- C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,
- D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,
- E. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

WHEREAS, contemporaneously with the filing of the "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens", a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in four public places located within the City of

Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the Alabama Messenger.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular

session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. A Public Hearing was held on April 6, 2015 at 7:00 p.m. and after due deliberation the City Council of the City of Tarrant, Alabama finds that the structure standing at 1216 Jefferson Boulevard, Tarrant, Alabama, Parcel ID# 23-08-2-006-015.000-RR-00 is unsafe to the extent of becoming a public nuisance to the citizens of City of Tarrant, Alabama and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 1022 of the City of Tarrant, Alabama;

Section 2. That said demolition is to be performed by the City of Tarrant; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

ADOPTED this the 6th day of April, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

TTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8032 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

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

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8032 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. 8033

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 1731 MCCASKILL STREET, TARRANT, LABAMA, PARCEL ID# 23-04-3-016-003.000-RR-00, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official determined that the condition of the building or structure located at 1731 McCaskill Street, Tarrant, Alabama, Parcel I.D. Number 23-04-3-016-003.000-RR-00 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of “Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendings” on February 13, 2015, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

- A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Jefferson County Tax Collector’s Office,
- B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the judge of Probate of Jefferson County, Alabama, at the owner or owners’ last known address and at the address of the subject property,
- C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,
- D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,
- E. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

WHEREAS, contemporaneously with the filing of the “Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens”, a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the Alabama Messenger.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama

while in regular session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. A Public Hearing was held on April 6, 2015 at 7:00 p.m. and after due deliberation the City Council of the City of Tarrant, Alabama finds that the structure standing at 1731 McCaskill Street, Tarrant, Alabama, Parcel ID# 23-04-3-016-003.000-RR-00 is unsafe to the extent of becoming a public nuisance to the citizens of City of Tarrant, Alabama and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 1022 of the City of Tarrant, Alabama;

Section 2. That said demolition is to be performed by the City of Tarrant; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

ADOPTED this the 6th day of April, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8033 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8033 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. 8034

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 1739 MCCASKILL STREET, TARRANT, ALABAMA, PARCEL ID# 23-04-3-016-002.000-RR-00, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official determined that the condition of the building or structure located at 1739 McCaskill Street, Tarrant, Alabama, Parcel I.D. Number 23-04-3-016-002.000-RR-00 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of “Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendings” on February 13, 2015, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

- A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Jefferson County Tax Collector’s Office,
- B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the judge of Probate of Jefferson County, Alabama, at the owner or owners’ last known address and at the address of the subject property,

C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,

D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,

E. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

WHEREAS, contemporaneously with the filing of the “Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens”, a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the Alabama Messenger.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama

while in regular session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. A Public Hearing was held on April 6, 2015 at 7:00 p.m. and after due deliberation the City Council of the City of Tarrant, Alabama finds that the structure standing at 1739 McCaskill Street, Tarrant, Alabama, Parcel ID# 23-04-3-016-002-RR-00 is unsafe to the extent of becoming a public nuisance to the citizens of City of Tarrant, Alabama and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 1022 of the City of Tarrant, Alabama;

Section 2. That said demolition is to be performed by the City of Tarrant; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

ADOPTED this the 6th day of April, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8034 was seconded by Councilmember Bryant, regularly put and upon roll call; the vote thereon was as follows:

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

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8034 duly and legally adopted.

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

RESOLUTION NO. 8035

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 1365 PARK AVENUE, TARRANT, ALABAMA, PARCEL ID# 23-08-2-013-003.000-RR-00, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official determined that the condition of the building or structure located at 1365 Park Avenue, Tarrant, Alabama, Parcel I.D. Number 23-08-2-013-003.000-RR-00 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of “Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendings” on February 13, 2015, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

- A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Jefferson County Tax Collector’s Office,
- B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the judge of Probate of Jefferson County, Alabama, at the owner or owners’ last known address and at the address of the subject property,
- C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,
- D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,
- E. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

WHEREAS, contemporaneously with the filing of the “Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens”, a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the Alabama Messenger.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular

session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. A Public Hearing was held on April 6, 2015 at 7:00 p.m. and after due deliberation the City Council of the City of Tarrant, Alabama finds that the structure standing at 1365 Park Avenue, Tarrant, Alabama, Parcel ID# 23-08-2-013-003.000-RR-00 is unsafe to the extent of becoming a public

nuisance to the citizens of City of Tarrant, Alabama and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 1022 of the City of Tarrant, Alabama;

Section 2. That said demolition is to be performed by the City of Tarrant; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

ADOPTED this the 6th day of April, 2015.

APPROVED: _____

LOXCIL B. TUCK, MAYOR

ATTEST: _____

Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8035 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8035 duly and legally adopted.

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

RESOLUTION NO. 8036

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 1265 PORTLAND STREET, TARRANT, ALABAMA, PARCEL ID# 23-05-3-023-004.000-RR-00, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official determined that the condition of the building or structure located at 1265 Portland Street, Tarrant, Alabama, Parcel I.D. Number 23-05-3-023-004.000-RR-00 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of “Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendings” on February 13, 2015, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Jefferson County Tax Collector’s Office,

B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the judge of Probate of Jefferson County, Alabama, at the owner or owners' last known address and at the address of the subject property,

C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,

D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,

E. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

WHEREAS, contemporaneously with the filing of the "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens", a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the Alabama Messenger.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular

session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. A Public Hearing was held on April 6, 2015 at 7:00 p.m. and after due deliberation the City Council of the City of Tarrant, Alabama finds that the structure standing at 1265 Portland Street, Tarrant, Alabama, Parcel ID# 23-05-3-023-004.000-RR-00 is unsafe to the extent of becoming a public nuisance to the citizens of City of Tarrant, Alabama and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 1022 of the City of Tarrant, Alabama;

Section 2. That said demolition is to be performed by the City of Tarrant; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

ADOPTED this the 6th day of April, 2015.

APPROVED:

LOXCIL B. TUCK, MAYOR

ATTEST:

Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8036 was seconded by Councilmember Matthews, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8036 duly and legally adopted.

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

RESOLUTION NO. 8037

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 305 SPRINGDALE ROAD, TARRANT, ALABAMA, PARCEL ID# 13-32-4-003-030.000-RR-00, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official determined that the condition of the building or structure located at 305 Springdale Road, Tarrant, Alabama, Parcel I.D. Number 13-32-4-003-030.000-RR-00 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of “Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendens” on February 13, 2015, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

- A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Jefferson County Tax Collector’s Office,
- B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the judge of Probate of Jefferson County, Alabama, at the owner or owners’ last known address and at the address of the subject property,
- C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgage is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,
- D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,
- E. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

WHEREAS, contemporaneously with the filing of the “Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens”, a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the Alabama Messenger.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama

while in regular session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. A Public Hearing was held on April 6, 2015 at 7:00 p.m. and after due deliberation the City Council of the City of Tarrant, Alabama finds that the structure standing at 305 Springdale Road, Tarrant, Alabama, Parcel ID# 13-32-4-003-030.000-RR-00 is unsafe to the extent of becoming a public nuisance to the citizens of City of Tarrant, Alabama and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 1022 of the City of Tarrant, Alabama;

Section 2. That said demolition is to be performed by the City of Tarrant; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

ADOPTED this the 6th day of April, 2015.

APPROVED:

LOXCIL B. TUCK, MAYOR

ATTEST:

Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8037 was seconded by Councilmember

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

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8037 duly and legally adopted.

Whereupon, Councilmember Bryant introduced and after reading at length moved for

the adoption of the following proposed resolution:

RESOLUTION NO. 8038

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 313 SPRINGDALE ROAD, TARRANT, ALABAMA, PARCEL ID# 13-32-4-003-029.000-RR-00, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official determined that the condition of the building or structure located at 313 Springdale Road, Tarrant, Alabama, Parcel I.D. Number 13-32-4-003-029.000-RR-00 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of "Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendings" on February 13, 2015, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

- A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Jefferson County Tax Collector's Office,
- B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the judge of Probate of Jefferson County, Alabama, at the owner or owners' last known address and at the address of the subject property,
- C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,
- D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,
- E. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

WHEREAS, contemporaneously with the filing of the "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens", a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the Alabama Messenger.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular

session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. A Public Hearing was held on April 6, 2015 at 7:00 p.m. and after due deliberation the City Council of the City of Tarrant, Alabama finds that the structure standing at 313 Springdale Road, Tarrant, Alabama, Parcel ID# 13-32-4-003-029.000-RR-00 is unsafe to the extent of becoming a public nuisance to the citizens of City of Tarrant, Alabama and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 1022 of the City of Tarrant, Alabama;

Section 2. That said demolition is to be performed by the City of Tarrant; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

ADOPTED this the 6th day of April, 2015.

APPROVED: _____

LOXCIL B. TUCK, MAYOR

ATTEST: _____

Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8038 was seconded by Councilmember

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

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8038 duly and legally adopted.

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

RESOLUTION NO. 8039

A RESOLUTION AUTHORIZING AND DIRECTING THAT THE TARRANT CITY COUNCIL MEETING SCHEDULED FOR MONDAY, MAY 18 2015 BE CHANGED TO THURSDAY, MAY 21, 2015

BE IT RESOLVED by the Council of the City of Tarrant, Alabama while in regular session on Monday, April 6, 2015 at 7:00 p.m. as follows:

Section 1. That the Tarrant City Council Meeting scheduled for Monday,

May 18, 2015 be changed to Thursday, May 21, 2015,

ADOPTED this the 6th day of April, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8039 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8039 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. 8040

RESOLUTION AUTHORIZING THE EXECUTION OF A TAX REVENUE ENHANCEMENT AGREEMENT/REVENUE ADMINISTRATION FOR THE PURPOSE OF SERVICES ASSOCIATED WITH SALES AND USE TAXES BETWEEN THE CITY OF TARRANT AND PRA GOVERNMENT SERVICES, LLC D/B/A RDS

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 6, 2015 as follows:

- Section 1.** That the Mayor is hereby authorized to execute a Tax Revenue Enhancement Agreement/Revenue Administration between the City of Tarrant and PRA Government Services, LLC d/b/a RDS,
- Section 2.** That PRA Government Services, LLC d/b/a RDS has performed sales tax service for the City of Tarrant, and said agreement will allow PRA Government Services, LLC d/b/a RDS to continue to provide services associated with sales and use taxes,
- Section 3.** That said agreement shall be effective June 1, 2015 and shall be for a period of three (3) years,

Section 4. That a copy of said agreement is attached hereto and made a part thereof, ADOPTED this the 6th day of April, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8040 was seconded by Councilmember Anderson, regularly put and upon roll call; the vote thereon was as follows:

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

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8040 duly and legally adopted.

Tax Revenue Enhancement Agreement Revenue Administration

This agreement made as of the _____ day of _____, 2015, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and City of Tarrant, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: RDS will perform remittance processing for sales and use taxes as designated by CITY.
2. Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Tarrant, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on Exhibit A.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to Exhibit A: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY:
 - i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.

RDS City Contract 2015

B. Compliance Services

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

C. General Provisions

1. Information Provided: CITY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.
4. Review and Appeal Process: RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: RDS will receive an amount equal to Two Dollars and Seventy Six Cents (\$2.76) per account per transaction OR 1.85% of gross revenues collected, whichever is lower, for providing Remittance Processing Services and Revenue Analysis Services.
6. Audit Services:
 - i. RDS Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. RDS Reciprocal Agreement: To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. RDS Fee: RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.

1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.

8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.

10. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

11. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
12. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
13. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
14. **Force Majeure:** RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
15. **Subcontractors:** RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
16. **Intellectual Property Rights:** The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.
17. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
18. **Invalidity:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2015 with collection of _____ taxes to be remitted on or before _____ 20, 2015.

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

PRA GOVERNMENT SERVICES, LLC
D/B/A RDS

City of Tarrant

By: _____
Its: COO and SVP, Operations

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 3/17/2015 (crg)

RDS City Contract 2015

EXHIBIT A
DISTRIBUTION and RATE CONFIRMATION

March 17, 2015

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

Dear Ms. Keith:

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

| Agency | Routing # | Account # | Distribution % | Tax Type/Rate Code |
|---------|-----------|--------------|----------------|----------------------|
| Tarrant | 062000080 | xxxxxxxx1272 | 100% | Sales/Use; all rates |

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

| Tax Type | Rate Type | Percentage |
|-----------|-------------|------------|
| Sales/Use | General | 4.00% |
| Sales/Use | Mfg Machine | 2.00% |
| Sales/Use | Farm | 2.00% |
| Sales/Use | Auto | 1.50% |

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

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

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

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

Sincerely Yours,
Doug Estes
Client Relations Manager
RDS
205-423-4130 direct dial
205-423-4097 direct fax

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

By: _____

Name: _____

Title: _____

Kennon Walthall
RDS COO and SVP, Operations

RDS City Contract 2015

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by the City of Tarrant.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, City of Tarrant has contracted with RDS to act as our duly authorized agent in order to perform taxpayer audit examination services for our jurisdiction. Therefore RDS is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, RDS will provide to you the current version of the State of Alabama Publication 1A which provides, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact the audit department of RDS at 205-423-4126.

Your cooperation is greatly appreciated during this process.

Sincerely,

Lillian Keith
City Clerk
City of Tarrant

Date: _____

RDS City Contract 2015

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

RESOLUTION NO. 8041

RESOLUTION AUTHORIZING THE EXECUTION OF A TAX REVENUE ENHANCEMENT AGREEMENT RENTAL REVENUE ADMINISTRATION BETWEEN THE CITY OF TARRANT AND PRA GOVERNMENT SERVICES LLC D/B/A RDS

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 6, 2015 as follows:

- Section 1.** That the Mayor is hereby authorized to execute a Tax Revenue Enhancement Agreement Rental Revenue Administration between the City of Tarrant and PRA Government Services, LLC d/b/a RDS,
- Section 2.** That said agreement will allow PRA Government Services, LLC d/b/a RDS shall perform the remittance processing of Rental taxes, to provide services associated with sales and use taxes as designated by and for the City of Tarrant,
- Section 3.** That said agreement shall be effective June 1, 2015 and shall be for a period of three (3) years,

- Section 4.** That a copy of said agreement is attached hereto and made a part thereof, ADOPTED this the 6th day of April, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8041 was seconded by Councilmember Anderson, regularly put and upon roll call; the vote thereon was as follows:

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

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8041 duly and legally adopted.

Tax Revenue Enhancement Agreement Rental Revenue Administration

This agreement made as of the ____ day of _____ 2015, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and City of Tarrant, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: RDS will perform remittance processing for Rental taxes as designated by CITY.
2. Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Tarrant, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on Exhibit A.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to Exhibit A: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY:
 - i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.

B. Compliance Services

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

RDS City Contract 2015

2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. Information Provided: CITY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
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 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

- i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
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8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after renewal which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.

10. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

11. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.

12. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

13. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the

assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

14. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

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

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

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

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

20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2015 with collection of _____ taxes to be remitted on or before _____ 20, 2015.

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

PRA GOVERNMENT SERVICES, LLC
D/B/A RDS

City of Tarrant

By: _____
Its: COO and SVP, Operations

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 3/17/2015 (crg)

RDS City Contract 2015

EXHIBIT A
DISTRIBUTION and RATE CONFIRMATION

March 17, 2015

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

Dear Ms. Keith:

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

| Agency | Routing # | Account # | Distribution % | Tax Type/Rate Code |
|---------|-----------|--------------|----------------|--------------------|
| Tarrant | 062000080 | xxxxxxxx1272 | 100% | Rental; all rates |

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

| Tax Type | Rate Type | Percentage |
|----------|-----------|------------|
| Rental | General | 3.00% |

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

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

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

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

Sincerely Yours,
Doug Estes
Client Relations Manager
RDS
205-423-4130 direct dial
205-423-4097 direct fax

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

By:

Name: _____

Title: _____

Kennon Walthall
RDS COO and SVP, Operations

RDS City Contract 2015

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by the City of Tarrant.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, City of Tarrant has contracted with RDS to act as our duly authorized agent in order to perform taxpayer audit examination services for our jurisdiction. Therefore RDS is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, RDS will provide to you the current version of the State of Alabama Publication 1A which provides, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact the audit department of RDS at 205-423-4126.

Your cooperation is greatly appreciated during this process.

Sincerely,

Lillian Keith
City Clerk
City of Tarrant

Date: _____

RDS City Contract 2015

Mayor Tuck recognized Mr. Donald Trawick. Mr. Trawick stated that he is an attorney, in the suburbs of Center Point, Alabama. Mr. Trawick stated that he was present to represent, Mr. Garcia. Mr. Trawick stated that Mr. Garcia had purchased the home located at 1713 East Lake Boulevard, Tarrant, Alabama, in April of 2014. Mr. Trawick stated that he had received a copy of a ledger sheet regarding the property at 1713 East Lake Boulevard, Tarrant, Alabama, from the City Clerk's office. Mr. Trawick stated that the ledger sheet notes the following information: June, 2012 – Grass and Weed Lien of \$500.00, September of 2012 – Grass and Weed Lien of \$688.76, December, 2012 – Grass and Weed Lien of \$865.70, Note on May 10, 2013 – Property listed in Tax Sale of Jefferson County, October 21, 2013 – Grass and Weed Lien of \$500.00 and June of 2014 – Submittal of Jefferson County to record lien. Mr. Trawick stated that Mr. Garcia purchased the property April of 2014, two months prior. Mr. Trawick stated that Mr. Garcia is what we would legally call, an innocent purchaser. Mr. Trawick stated that the Title Insurance had not reflected the liens. Mr. Trawick stated that he realized as any closing attorney, that they are suppose to contact the cities, water companies, etc. Mr. Trawick stated that the seller was from Texas or Arizona. Mr. Trawick stated that he had written them a letter but, had not received a response. Mr. Trawick stated the total lien shown is \$2,374.96 and most likely interest from the last year. Mr. Trawick stated that during the years 2012 through 2014, there were no liens filed against the property. Mr. Trawick stated that when Mr. Garcia purchased the property in April of 2014, there was nothing to put him on notice. Mr. Trawick stated that due to these facts, they asked that the City waive the Grass and Weed Liens. Mr. Trawick explained that since Mr. Garcia had purchased the house, he has worked on the house, it is now an occupied rental property and is a benefit to the City. Mr. Trawick stated that the Title Company has a clause, which states that they are not responsible for unrecorded liens. Mayor Pro Tem Horton asked Mr. Garcia if he had purchased the property from the State. Mr. Trawick stated that he had not. Mr. Trawick explained that Home Solutions had purchased the property and then Mr. Garcia had purchased the property, in April of 2014. General discussion followed. Mayor Tuck recognized City Clerk Lillian Keith. Ms. Keith explained the Jefferson County Tax Collector's Office will not allow the submittal of assessments, while a property is in a tax sale status. Ms. Keith explained that when the delinquent property taxes were paid and the tax sale status removed, she was then able to access the liens, against the property. General discussion followed. Mayor Pro Tem Horton asked Mr. Garcia if the property is currently assessed in his name. Mr. Garcia stated that the property is assessed in his name. Mayor Pro Tem Horton asked Mr. Garcia if he understood that he would be responsible, for all future liens. Mr. Garcia stated that he did understand.

Whereupon, Mayor Pro Tem Horton moved that the rules and procedures of the Council be suspended to allow the agenda to be amended, for the immediate consideration of a motion to release lien assessments, from the property located at 1713 East Lake Boulevard, Tarrant, Alabama and to add to the agenda Resolution Number 8042, in the standard form to be prepared by the City Clerk and submitted to the Jefferson County Tax Collector's Office. Said motion was seconded by Councilmember Anderson, regularly put and upon roll call, thereon; the vote was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared that proposed Resolution Number 8042 had been added to the agenda, for immediate consideration of Resolution Number 8042.

Whereupon, Mayor Pro Tem Horton moved for the adoption of Resolution Number 8042. Motion for the adoption of Resolution Number 8042 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: None

ABSTAIN: Councilmember Bryant

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8042 duly and legally adopted.

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

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

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

Mayor Tuck

NAYS: None

ABSENT: None

Whereupon Mayor Pro Tem Horton moved that the meeting be adjourned. Said motion was seconded by Councilmember Bryant, regularly put and carried, whereupon the meeting was adjourned at 7:42 p.m.

READ AND APPROVED THIS THE 20th DAY OF APRIL, 2015.

LOXCIL B. TUCK, MAYOR

Attest:

Lillian A. Keith, City Clerk