

**PRE-COUNCIL MEETING OF THE CITY OF TARRANT, ALABAMA**

**HELD ON MONDAY, FEBRUARY 2, 2015**

The City Council of the City of Tarrant, Alabama met in regular Pre-council Meeting on Monday, February 2, 2015 at 6:20 p.m. at City Hall.

The purpose of said meeting was to review the Monday, February 2, 2015 agenda of the 7:00 p.m. regularly scheduled City Council Meeting.

The following officials were present:

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

The following department heads and/or representatives were present:

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


The following department head was absent:

James Phillips

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

There being no other business to discuss, the meeting was adjourned. The Pre-council Meeting ended at 6:55 p.m.

READ AND APPROVED THIS THE 2ND DAY OF MARCH, 2015.

APPROVED:   
LOXCIL B. TUCK, MAYOR

ATTEST:   
Lillian A. Keith, City Clerk

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

**HELD ON MONDAY, FEBRUARY 2, 2015**

The City Council of the City of Tarrant, Alabama met in regular session on the 2nd day of February, 2015 at 7:00 p.m., in the City Council Chambers at City Hall.

Mayor Loxcil B. Tuck called the meeting to order. Mayor Tuck requested that Attorney Benjamin S. Goldman open the meeting with prayer. Mayor Tuck asked 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 Pre-council Meeting held on Monday, January 5, 2015 and the Regular City Council Meeting held on Monday, January 5, 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. Upon roll call, all members present voted yes.

Mayor Tuck stated that she had received notification from Allied Waste (also known as Republic Services) that the residents of the City of Tarrant, would have a rate increase from \$11.92 to \$12.11, for trash service.

Whereupon, Councilmember Middlebrooks moved that the rules and procedures of the Council be suspended to allow the agenda to be amended, for consideration of proposed Resolution Numbers 8008 and 8009. Said motion was seconded by Councilmember Matthews, 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 Numbers 8008 and 8009 would be added to the agenda.

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

RESOLUTION NO. 8008

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS BETWEEN THE CITY OF TARRANT AND LASERONE COMMUNICATIONS FOR THE PURPOSE OF PROVIDING: SERVER AND ASSOCIATED COSTS, INCLUDING HARDWARE AND SOFTWARE AND ANTIVIRUS AND ASSOCIATED COSTS, INCLUDING HARDWARE AND SOFTWARE**

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, February 2, 2015 at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to agreements between the City of Tarrant and LaserOne Communications for the purpose of providing the following in support of the Administrative, Court, Electric, and Public Works Department:

a) ESET End Point Antivirus, 2 year license and ESET File Security for Microsoft File Security for Microsoft Windows Server, 2 year license and associated cost, including hardware and software

b) MS Window Server and Associated Cost, including hardware and software

Section 2. That said amount for said services related to said Server and Associated Cost, including hardware and software shall be in the amount of \$8,204.00 and shall be paid from City of Tarrant Administrative and Municipal Court Departmental budgets, and

Section 3. That said amount for said services related to ESET End Point Antivirus, 2 year license and ESET File Security for Microsoft File Security for Microsoft Windows Server, 2 year license and associated cost, including hardware and software, shall not exceed the total amount of \$1,396.00 and shall be paid from the City of Tarrant Administrative, Court, Electric and Public Works Departmental budgets. In addition, Labor to remove old antivirus, install and configure new antivirus, and also to remove viruses if needed shall be estimated at .25 hours per workstation at a cost of \$25.25 per workstation, providing the City provide assistance and Labor to remove old antivirus, install and configure new antivirus, and also to remove viruses if needed shall be estimated at 5 hours per workstation at a cost of \$52.50 per workstation, without the assistance of the City, and

Section 4. That a copy of said agreement is attached hereto and made a part thereof, ADOPTED this the 2nd day of February, 2015.

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

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

Motion for the adoption of Resolution Number 8008 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 8008 duly and legally adopted.

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

**RESOLUTION NO. 8009**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A POWER SUPPLY CONTRACT.**

**WHEREAS**, the Tarrant Electric Department (“the Department”) desires to enter into a Power Supply Contract with The Flats at Colebridge, Ltd.;

**WHEREAS**, the Department has prepared an Aid to Construction chart, a copy of which is attached hereto as **Exhibit A** hereof and is incorporated herein by reference;

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, February 2, 2015, at 7:00 p.m. as follows:

**Section 1.** That the Mayor of the City of Tarrant, Alabama, on behalf of the Department is hereby authorized to enter into the Power Supply Contract, a copy of which is attached hereto as **Exhibit B** hereof.

Adopted this the 2nd day of February, 2015.

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

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

# EXHIBIT A

<sup>1</sup> Developer will be responsible to install the transformer pad, install all conductors and pull all secondary conductors from transformer pad location to service entrance locations per City of Tarrant Electric Department specifications.  
<sup>2</sup> Reflects an adjustment amounting to a 7.3% increase which is equivalent to the published Bureau of Labor Statistics Employment Cost Index (Total Compensation - Utilities) percentage change from September 2012 to September 2014.

Description	Estimated Cost
Overhead Line Materials	\$11,994.50
Underground Line Materials	\$115,737.24
Labor & Equipment <sup>1</sup>	\$45,498.39
Engineering & Supervision <sup>2</sup>	\$37,185.79
<b>Total Construction Costs</b>	<b>\$210,415.92</b>

Total Construction Costs <sup>3</sup>	Ration on Estimated Revenue	Developer Construction Cost Reimbursement to Electric Department (AID TO CONSTRUCTION)
\$210,415.92	\$41,461.36	\$168,954.56

<sup>3</sup> Recalculated using the TVA Rate Schedule for January 2015

CONSTRUCTION COST IN EXCESS OF RATION

Description	# of Accounts	Rate Class	Monthly Service Charge (\$)	Estimated Monthly Usage (kWh)	Estimated Demand (kW)	Estimated Monthly Revenue (\$)	Estimated Annual Usage (\$)	Estimated 5 Year Usage Revenue (\$)	Margin Allowed in Rate Schedule (%)	Ration (\$)
Unit Type PD	12	RS	\$17.76	1,832	25	\$2,432.55	\$29,190.58	\$145,952.90	5.0%	\$7,297.65
Unit Type PC	40	RS	\$17.76	1,840	25	\$8,137.97	\$97,655.63	\$488,278.14	5.0%	\$24,413.91
Unit Type PE	4	RS	\$17.76	1,847	25	\$816.74	\$9,800.93	\$49,004.66	5.0%	\$2,450.23
House Panel H1	1	GSA2	\$80.00	14,982	68	\$1,950.32	\$23,403.79	\$117,018.97	5.0%	\$5,850.95
House Panel H2	1	GSA1	\$30.00	1,226	6	\$167.15	\$2,005.78	\$10,028.90	5.0%	\$501.44
House Panel H3	1	GSA1	\$30.00	2,555	7	\$315.73	\$3,788.71	\$18,943.54	5.0%	\$947.18
<b>TOTALS</b>	<b>59</b>			<b>24,282</b>		<b>\$13,820.45</b>	<b>\$165,845.42</b>	<b>\$829,227.11</b>	<b>5.0%</b>	<b>\$41,461.36</b>
<b>CHECK SUM</b>										<b>\$41,461.36</b>

AID TO CONSTRUCTION (FLATS AT COLBRIDGE DEVELOPMENT)

# EXHIBIT B

Contract No.: \_\_\_\_\_

**Power Supply Contract**  
The Flats at Colebridge, Ltd.

Tarrant Electric Department  
(hereinafter called "Utility")

Date: February 1, 2015

Customer Name: The Flats at Colebridge, Ltd.  
(Hereinafter called "Customer")

Customer Address: 1544 South Main Street, Fyffe, AL 35971

Utility and Customer do hereby covenant and agree as follows:

**SECTION 1 - TERM OF CONTRACT**

Effective Date: February 9, 2015

Initial Term: Five (5) years

The **Initial Term** of this contract designated above shall begin on the **Effective Date** designated above, which date shall be the date of initial availability of power and energy under this contract. This contract shall be deemed to automatically continue in effect after the **Initial Term** unless sooner terminated as provided below.

**SECTION 2 - TERMINATION AFTER INITIAL TERM**

Upon a **Termination Notice** of at least 120 days' prior written notice to the other party, this contract may be terminated at the end of the **Initial Term** or at anytime thereafter.

**SECTION 3 - AVAILABILITY OF POWER**

Firm Contract Demand: 1,000 KW.

Subject to the other provisions of this contract (including its attachments and **Utility's Schedule of Rules and Regulations**), **Utility** shall make firm power available to **Customer** in the amount of the **Firm Contract Demand** designated above.



#### **SECTION 4 - CONDITIONS OF DELIVERY**

The point of delivery for power and energy made available under this contract shall be at the point of interconnection of **Utility's** facilities and **Customer's** facilities. The power made available at said point of delivery:

- (a) shall be in the form of three phase (3Ø), alternating current, and
- (b) shall be delivered at a nominal **Delivery Voltage** of 120/208 WYE volts,

subject to the provisions of section 1 of the attached **Terms and Conditions**.

#### **SECTION 5 - RATES**

The **Applicable Rate Schedules** shall be **Residential Power Rate—Schedule RS, General Power Rate—Schedule GSA1 and General Power Rate—Schedule GSA2**, which is attached to and made a part of this contract, as it may be modified, changed, replaced, or adjusted from time to time.

**Customer** shall pay **Utility** monthly for power and energy available under this contract. Each and every charge and payment provided for under this contract shall be separate and cumulative and except as otherwise provided shall be in accordance with the rates and provisions of the **Applicable Rate Schedule** designated above.

In the event of any conflict between the **Applicable Rate Schedule** and the body of this contract or the attached **Terms and Conditions**, either the body of this contract or the **Terms and Conditions**, as the case may be, shall control.

#### **SECTION 6 - INCORPORATION OF TERMS AND CONDITIONS**

The attached **Terms and Conditions** are made a part of this contract. In the event of any conflict between the body of this contract and the **Terms and Conditions**, the former shall control.

#### **SECTION 7 - DEPOSIT REQUIREMENT**

Customer shall pay a total deposit in the amount of \$12,400 made payable to Tarrant Electric Department in the form of a cashier's check or money order ("the Deposit"). The Deposit must be paid to Utility within 30 days of the execution of this Agreement. Utility shall have no obligation to order, procure, or otherwise purchase any materials whatsoever for Customer until the Deposit has been received and cleared.

At the end of the Initial Term, the Customer may receive a refund of up to \$200.00 per individual service location (i.e., residential unit with its own meter) in accordance with the Electric Service Policies and Procedures if all of the following conditions of Subparagraph 1 or 2 of this Section have been met:

1. A service location is no longer in the name of the Customer, and
  - a. The account for the service location is currently active in another name(s), and
  - b. The new customer has paid a separate deposit as required by the Utility's policies then in effect for the service location; or
2. Electric service to the individual service location meter is terminated, and the last account was left in good standing with a zero balance.

Deposit refunds will be processed on an individual service location basis.

**SECTION 8 – AID TO CONSTRUCTION**

Customer shall be required to pay the Utility up to \$168,954.56<sup>1</sup> as an Aid to Construction. Utility shall invoice the Customer for the actual costs incurred for incurred for engineering services, materials, labor, equipment and supervision at such time the expense is incurred, and payment shall be due from Customer to Utility within fifteen (15) days of the date of the invoice. If Utility does not receive full and complete payment in satisfaction of an invoice within fifteen (15) days of the date of the invoice, then Utility, may at its sole discretion cease any or all construction activities until such time as full payment of the delinquent amount then due is received by the Utility. Customer's liability on the Aid to Construction payments shall be capped at \$168,954.56, except that Customer shall be responsible for any excess construction costs resulting from changes in project scope or schedule requested or caused by Customer or its agents, officers, employees, contractors, and/or subcontractors or from damage to any electric distribution equipment caused by the Customer or its agents, officers, employees, contractors, and/or subcontractors.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

Attest:

Judy Parker

The Flats at Colebridge, Ltd.

By

Lowell R. Parker, II

Attest:

Lillian A. Keith, City Clerk

City of Tarrant Electric Department

By

Loxcil B. Tuck, Mayor/General Manager

<sup>1</sup> Customer, solely at its own expense, will be responsible to install the transformer pad, install all conduits and pull all secondary conductors from transformer pad location to service entrance locations per City of Tarrant Electric Department specifications.

**TERMS AND CONDITIONS**  
(for commercial or industrial power supply contracts)

**SECTION 1 - CONDITIONS OF DELIVERY**

1.1 Delivery Voltage and Frequency

The power made available at the delivery point specified in this contract shall be in the form of either single-phase or three-phase (as specified in the conditions of delivery for this contract) alternating current and at a frequency of approximately 60 hertz. Except for temporary periods of abnormal operating conditions, voltage variations shall not exceed 7 percent up or down from a normal voltage to be determined from operating experience. Maintenance by **Utility** at the point of delivery of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this contract.

1.2 Protective Equipment

**Utility** shall not be obligated to provide equipment for the protection of **Customer's** lines, facilities, or equipment, but **Utility** may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by **Customer** shall, in **Utility's** judgment, be capable of satisfactory coordination with any protective equipment installed by **Utility**. **Customer** shall exercise all reasonable precautions and install all equipment necessary to limit its total demand to the amount to which it is entitled under this contract.

1.3 Phase Balancing

If the conditions of delivery for this contract specify three-phase service, **Customer** shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on the three phases. In the event that any check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, **Customer** shall make at its expense, upon request, the changes necessary to correct the unbalanced condition. If an unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, **Utility** may elect to meter the load on individual phases and compute the total demand as being equal to three times the maximum kW load on any phase. For all purposes under this contract, the load on any phase shall be the load measured by a wattmeter connected with its current coil in that phase wire and its potential coil connected between that phase wire and the neutral voltage point.

1.4 Interference With Availability of Power

The term "force majeure" shall be deemed to be a cause reasonably beyond the control of **Utility**, such as, but without limitation to, injunction, administrative order, strike of employees, war, invasion, fire, accident, floods, backwater caused by floods, acts of God, or inability to obtain or ship essential services, materials, or equipment because of the effect of similar causes on suppliers or carriers. Acts of God shall include without limitation the effects of drought if the drought is of such severity as to have a probability of occurrence not more often than an average of once in 40 years.

It is recognized by the parties that the availability of power to **Customer** may be interrupted or curtailed from time to time during the term of this contract because of force majeure or otherwise. **Customer** shall be solely responsible for providing and maintaining such equipment in its plant and such emergency operating procedures as may be required to safeguard persons on its property, its property, and its operations from the effects of such interruptions or curtailments. **Customer** assumes all risk of loss, injury, or damage to **Customer** resulting from such interruptions or curtailments.

#### **SECTION 2 - FACILITIES**

**Customer** grants to **Utility** for its use and without cost, such rights in, on, over, and across **Customer's** property as may be necessary or desirable in connection with the installation, maintenance, operation, repair, and replacement of any electrical facilities required to serve **Customer**. Notwithstanding anything in this contract which might be construed to the contrary, any of the transmission facilities used in supplying power to **Customer** under this contract may be used in serving other loads in any manner which **Utility** may deem necessary or desirable.

#### **SECTION 3 - RULES AND REGULATIONS**

The power and energy made available to **Customer** by **Utility** under this contract shall be delivered, taken, and paid for in accordance with the terms of this contract and the **Schedule of Rules and Regulations of Utility** (as amended, supplemented, or replaced). In the event of any conflict between the provisions of that **Schedule** and the other provisions of this contract, the latter shall control.

#### **SECTION 4 - WAIVERS**

A waiver of one or more defaults under this contract shall not be considered a waiver of any other or subsequent default.

#### **SECTION 5 - SUCCESSORS AND ASSIGNS**

This contract may be assigned by **Utility**, but shall not be assignable by **Customer** without written consent of **Utility** except to a wholly owned subsidiary of **Customer** or **Customer's** successor by any bona fide merger, reorganization, or consolidation. In the event of any such assignment, the parties hereto shall remain liable for the faithful performance of this contract in all respects by their respective assigns, and such assigns by acceptance of such transfer or assignment shall likewise become bound for the full performance of this contract until its expiration.

#### **SECTION 6 - DUPLICATE ORIGINALS**

Any number of duplicate originals of this contract may be executed, and all such duplicates shall constitute but one and the same instrument.

Motion for the adoption of Resolution Number 8009 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 8009 duly and legally adopted. Mayor Tuck explained that this resolution is in regards to the Flats of Colebridge which is housing for Senior Citizens, which are being built on the site previously utilized as a practice field for the High School. Mayor Tuck stated that to be eligible for housing at the Flats of Colebridge, a person must be at least 62 years of age.

Mayor Tuck recognized Mr. Bill Camp of 428 Black Creek Road, Tarrant, Alabama. Mr. Camp stated that he had presented a list of questions to the Mayor and City Councilmembers, at the City Council Meeting on Monday, January 26, 2015. The questions for the City Council are as follows:

## Questions for Council Meeting January 26, 2015

1. What road requirements have to be met in order to permit 18 Wheelers to legally travel a road?
  - A. At my mail box, it is less than 11' from outside line to middle line on either side. 18 wheelers have approximately 1' on both sides if they stay in the middle of road. Please take into consideration their mirrors which stick out around 9" to 10" on each side. They have to move over when they approach another 18 wheeler. The same measurements apply to the 200 block of Black Creek Road too.
  - B. It is dangerous pulling out in many of these areas including Oak Forrest which I believe Mr. Bryant can attest to.
  - C. Please check this out. This has become a dangerous road to live on in my opinion. This is a residential area, even though it is zoned Agriculture. Please don't write us off, since we don't live directly in mainstream Tarrant.
2. Do we not have an ordinance on the books requiring a designated parking area (concrete, asphalt or gravel), for one to park in their front yard?
  - A. Priorities seem to be on our "infrastructure." We have concentrated on making it pleasant to the eye, and it is, but the concept of "Building it, and they will come" hasn't worked and will not work unless our whole city is taken into consideration.
  - B. Start with enforcing ordinance on parking in front yard. This will make our whole city more pleasant to the eye.
  - C. Please ride down Springdale Road after a rain and see where they must have the "mud bowl. I don't believe that any of you would like that next to your house.
  - D. City needs money, fine these people for parking illegally.
  - E. Please do something about this. This will be a start in improving our image to those who ride through our city.

**3. Please explain the term “single family dwelling.”**

- A. I know there is also a “multi-family dwelling” designation in which I believe that many different families can occupy. It seems to me that we have many families living in “single family dwellings” throughout our city.
- B. Some yards look as if they were car lots. This would tell me that there are many people living at this resident. Is there not an ordinance controlling how many vehicles can be parked in a yard? If not, make one.
- C. If these houses are designated “single family dwelling,” make sure the number of occupants are correct. It may not be politically correct, but stand up and commit to doing something about this problem. This would also be a good start to improving our city.

**4. Can you as a Council put pressure on the “Slum Lords” to sell their properties? They seem to have found their gold mine in the City of Tarrant!**

- A. From what I understand, our city is now around 70% rental properties. Renters on the whole do not appreciate their dwelling place as much as owners do (of course there are some exceptions).
- B. Many of these properties have been designated as section 8 properties with very little cost and sometimes no cost to the occupants. Some of these people (not all) don’t work and their young and adult children have no desire to live any differently in many cases.
- C. If you haven’t ever listened to a police scanner tuned to our city, you need to for at least a week and especially through a complete weekend. I believe it will open your eyes to what is happening in our city. It may be similar to other cities, but I have to believe the crime and mischief we have is because we don’t have enough home ownership in our city in which its occupants appreciate the city and what it has to offer.
- D. I do believe you can tax them greatly, more than they are now per unit that they own. Raise license fees and enforce house upgrade requirements between renters to meet acceptable conditions and even better before a renter moves in. Hurt their pocket books. They make their money in Tarrant, but you want see any of them living in Tarrant.  
**As an aside:** How many of your children live in Tarrant? What would they say if you asked them to move back to the city they grew up in?

## **These are questions that I would truly like answered!**

Each of you have at least two more years in your tenure. Before we can stop this spiraling decline in our city's condition and perception, I believe someone needs to at least start. No better time than the start of a New Year!

I believe most of you, I hope, would agree with me. But some of you might think that our city's condition and perception is improving. I, as many others would disagree, if just asked.

I truly believe that you do have the city's best interest at heart and I would like to see this council go down in history as being the council that stopped our city's decline and turned the city's direction to what it should and can be, a city that our children would want to move back to.

I am proud to know each one of you. At times I have been disappointed at some of your decisions, but I do know, it is not as easy as many would think to be sitting in your positions.

**Please do not just write me off when you leave the building tonight.**

What I am asking is not easy, if it were easy, anybody could do it. But you aren't anybody!

Please ponder what I have had to say tonight and if it merits the attention I think it does, please act now before it is too late.

**Sincerely Bill Camp**



Mayor Tuck stated that in regards to Mr. Camp's question regarding the legal requirements concerning 18 Wheelers; she stated that during her first term in office, she had called the Jefferson County Department of Transportation and asked that question. Mayor Tuck stated that at that time she had spoken with Wayne Sullivan, regarding 18 wheelers traveling on Black Creek Road. Mr. Sullivan explained that the City could not regulate the type vehicles which travel on Black Creek Road, however the City can regulate the traffic speed. General discussion followed.

Mr. Camp stated that his second question was: Do we not have an ordinance on the books requiring a designated parking area (concrete, asphalt or gravel), for one to park in their front yard? General discussion followed. Attorney Goldman stated that regardless of building requirements, what is lacking is a prohibition of parking on yards.

Mr. Camp that his next question, to explain the term "single family dwelling" be explained. Mayor Tuck stated that the City of Tarrant Zoning Ordinance defines a "single family dwelling" as any one of the following: a single individual occupying a dwelling unit, two (2) or more persons related by blood, marriage or adoption occupying a dwelling unit or not more than four unrelated people occupying a dwelling unit.

Mr. Camp asked that the City Council address his last question – and also what the current license fee is for a rental unit. Mayor Tuck stated that the Business License Fee is \$150.00 and a fee of \$75.00 per unit. Mayor Tuck stated that these fees were put in place, under the Administration that Mr. Camp served under, as a Councilmember. General discussion followed. Mr. Camp stated that he felt that he had brought valid questions and points to the attention of the City Council. Mr. Camp stated that until these issues are address, the City will not get better. Mr. Camp stated that he believed that the City Council does have the City's best interest at heart. Mr. Camp stated that he hoped that this Council would stop the decline of the City, in order that we might build a City that our children would want to move back to. Mayor Tuck stated that she did feel that Mr. Camp had valid points and that she and each Councilmember only wanted what is best for the City of Tarrant. General discussion followed.

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

## TARRANT ELECTRIC VOUCHER LIST 2/2/2015

VOUCHER #	DESCRIPTION	AMOUNT
1-3AA-15	FEDERAL & FICA 1/30/2015 PAYROLL	\$ 8,355.18
1-3B-15	EMPLOYEES RETIREMENT SYSTEM	\$10,871.14
1-3B-15	HAND, ARRENDALL, LLC	\$75.00
1-3B-15	STATE EMPLOYEES INSURANCE BOARD	\$10,449.00
1-3B-15	BLUE CROSS BLUE SHIELD	\$472.04
1-3C-15	ALABAMA DEPT OF REVENUE	\$2,319.25
1-3E-15	DEFERRED COMP	\$1,130.00
1-3F-15	ASSURANT / UNION SECURITY	\$192.78
1-3G-15	AFLAC	\$46.44
1-3K-15	CITY OF TARRANT OCCUPATIONAL TAX	\$330.08
1-4-15	CITY OF TARRANT - RENT	\$1,000.00
1-10-15	DEPOSIT REFUNDS - 1/28/15	\$1,844.94
1-33-15	COOPER POWER SYSTEMS	\$67,989.89
1-34-15	AT & T 2 MOS	\$542.07
1-35-15	AAA ENVIRONMENTAL SERVICES	\$49.68
1-36-15	AIRGAS	\$46.79
1-37-15	AMERICAN LIGHTING & ELECTRIC	\$7,947.76
1-38-15	BRASFIELD SALES, INC	\$ 3,430.00
1-39-15	CALIFORNIA CONTRACTORS	\$ 95.76
1-40-15	CSA	\$ 3,169.44
1-41-15	CAPE ELECTRIC	\$ 12,559.82
1-42-15	CINTAS	\$ 58.32
1-43-15	EMPLOYEE ASSISTANCE SERVICES	\$ 21.42
1-44-15	EXPRESS OIL CHANGE	\$ 389.96
1-45-15	HAND ARRENDALL, LLC	\$ 2,820.00
1-46-15	HARRIS INSURANCE	\$ 17,771.00
1-47-15	MUNICIPAL WORKERS COMPENSATION FUND, INC	\$ 17,521.00
1-48-15	NORTH ALA POWER ACCOUNTANTS' ASSOCIATION	\$ 30.00
1-49-15	NAPPA NO ALA PUBLIC POWER ASSOCIATION	\$ 125.00
1-50-15	OFFICE DEPOT	\$ 257.05
1-51-15	PETERBILT OF BIRMINGHAM	\$ 1,393.79
1-52-15	RICHARDSON HARDWARE	\$ 257.47
1-53-15	SHRED-IT	\$ 75.00
1-54-15	SOUTHERN GAS AND SUPPLY	\$ 115.20
1-55-15	TENNESSEE VALLEY PUBLIC POWER ASSOCIATION	\$ 1,143.55
1-56-15	VANGUARD	\$ 3,504.53
1-57-15	VERIZON	\$ 248.44
1-58-15	WILLIE DOVE DOOR COMPANY	\$ 415.00
1-59-15	TARRANT ELEC-REGIONS TO PEOPLES OPERATING ACCT	\$ 5,557.97
1-60-15	WRIGHT & ASSOCIATES	\$ 485.00
	SUBTOTAL	\$ 185,106.76
	NET PAYROLL 1/30/2015	\$ 20,798.31
	TOTAL	\$ 205,905.07
JAN, 2015	TVA POWER BILL DUE 3/05/2015	\$ 499,923.75

CITY OF TARRANT  
VOUCHER LIST  
FEBRUARY 2, 2015

GENERAL FUND

22878-22890	ACCOUNTS PAYABLE RUN	8,023.05
22891-22894	ACCOUNTS PAYABLE RUN	772.44
22895-22898	ACCOUNTS PAYABLE RUN	4,775.45

SALES & USE TAX

655	CITY OF TARRANT GENERAL FUND	150,000.00
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Check No	Voucher No	Vendor	Check Date	Check Amount	-----Distribution/Remarks-----
22878	1931	APCO EMPLOYEES CREDIT UNION	1/27/2015	1,085.00	DEDUCTIONS THRU JANUARY 23, 20
22879	1413	AT & T	1/27/2015	1,473.34	205 849-2806 238 0540 JANUARY
				136.84	EX 01-6000-161
				547.36	EX 01-6101-161
				182.45	EX 01-6102-161
				136.84	EX 01-6602-161
				287.40	EX 01-1500-000
				182.45	EX 01-6302-161
22880	2403	AYCOCK, MIKE	1/27/2015	705.00	DISPATCH JANUARY 10 - 24, 2015
				705.00	EX 01-6101-119
22881	2349	BANK OF THE WEST	1/27/2015	1,316.77	
				35.72	EX 01-6302-410
				1,281.05	EX 01-6302-420
22882	2032	BOGGAN, BRENDA D.	1/27/2015	480.00	DISPATCH JANUARY 23, 2015
				120.00	EX 01-6101-119
				120.00	EX 01-6101-119
				120.00	EX 01-6101-119
				120.00	EX 01-6101-119
				120.00	EX 01-6101-119
22883	2365	CHAPPELL, JARED M.	1/27/2015	1,170.00	DISPATCH JANUARY 10 - 16, 2015
				585.00	EX 01-6101-119
				585.00	EX 01-6101-119
22884	1067	EXPRESS OIL CHANGE LLC	1/27/2015	37.99	FULL SERVICE OIL CHANGE
				37.99	EX 01-6101-122
22885	1152	INLINE	1/27/2015	49.95	INTERMIT INGUARD2 MAIL FILTER
				16.65	EX 01-6000-148
				16.65	EX 01-6101-148
				16.65	EX 01-6102-148
22886	1736	JONES, JOEY	1/27/2015	420.00	NGIC TROUBLESHOOTING
				20.00	EX 01-6101-119
				160.00	EX 01-6101-119
				240.00	EX 01-6101-119
22887	1960	SOLID WASTE ASSOCIATION OF	1/27/2015	400.00	MEMBERSHIP - GARNER, WILLIAM
				200.00	EX 01-6302-191
				200.00	EX 01-6302-191

Date: 1/27/2015  
Time: 12:40  
User: SHERRI

CITY OF WARREN  
Check Register  
File ID: AP16

Page: 2  
Id: AP3610

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
22888	2205	WYNN, DANNY C.		1/27/2015	480.00	RESERVE OFFICE JANUARY 16 - 17
					160.00	EX 01-6101-119
					160.00	EX 01-6101-119
					160.00	EX 01-6101-119

Number Of Checks: 11

Total Check Amount: 7,618.05

Date: 1/27/2015

Time: 12:40

User: SHERRI

Fund Control: 10

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
22889	1918	PRODUCTIONS UNLIMITED		1/27/2015	325.00	REGISTRATION - COLE, ALICE EX 10-6200-170

Number Of Checks: 1  
Total Check Amount: 325.00

CITY OF TARRANT  
Check Register  
File ID: AP16

Page: 3  
Id: AP3610

Date: 1/27/2015  
Time: 12:40  
User: SHERRI

CITY OF TARRANT  
Check Register  
File ID: AP16

Page: 4  
Id: AP3610

Fund Control: 20

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
22890	1102	COLE, ALICIA		1/27/2015	80.00	INTERPRETER THRU JANUARY 23, 2
					80.00	EX 20-6200-103
<b>** Final Totals **</b>						
				Number Of Checks:	1	
				Total Check Amount:	80.00	
				Number Of Checks:	13	
				Total Check Amount:	8023.05	

Date: 1/29/2015  
Time: 09:31  
User: SHERRI

CITY OF TARRANT  
Check Register  
File ID: AP16

Page: 1  
Id: AP3610

Fund Control: 01

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
22891	2045	PARKER, RICHARD		1/27/2015	505.20	INSPECTION FEES THRU JANUARY 2 EX 01-6000-119
22892	1327	TUCK, LOXCIL		1/27/2015	112.24	MEETING JANUARY 22, 2015 EX 01-6000-170

Number Of Checks: 2  
Total Check Amount: 617.44



Date: 1/29/2015  
Time: 09:31  
User: SHERRI

CITY OF TARRANT  
Check Register  
File ID: AP16

Page: 2  
Id: AP3610

Fund Control: 20

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
22893	1711	DRUMMOND, ZACHARY		1/27/2015	35.00	COURT JANUARY 6, 2015 EX 20-6200-103
22894	1265	GEORGE, JAMES P. JR.		1/27/2015	120.00	COURT JANUARY 20, 2015 EX 20-6200-103
		Number Of Checks:		2		
		Total Check Amount:		155.00		
** Final Totals **		Number Of Checks:		4		
		Total Check Amount:		772.44		

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

Check No	Voucher No	Vendor Name	Check Date	Check Amount	-----Distribution/Remarks-----
22895	1142	VOID-VOID-VOID-VOID	1/29/2015	0.00	Voided Check
				107.08	EX 01-6000-109
				336.47	EX 01-6101-109
				198.87	EX 01-6102-109
				214.11	EX 01-6302-109
				61.18	EX 01-6602-109
				15.29	EX 01-6603-109
				1,074.46	EX 01-2028-000
				107.08	EX 01-6000-109
				336.47	EX 01-6101-109
				198.87	EX 01-6102-109
				214.11	EX 01-6302-109
				4,014.92	JANUARY 2015 REMITTANCE
				61.18	EX 01-6602-109
				15.29	EX 01-6603-109
				1,074.46	EX 01-2028-000
22896	1142	BLUE CROSS AND BLUE SHIELD	1/29/2015	4,014.92	
				165.63	EX 01-6302-129
				104.29	EX 01-6302-129
				61.34	EX 01-6302-129
22897	1173	HALSEN PRODUCTS COMPANY	1/29/2015	165.63	
				327.62	OFFICE SUPPLIES
				318.63	EX 01-6000-161
				8.99	EX 01-6000-161
22898	1077	QUILL	1/29/2015	327.62	

Number Of Checks: 4

Total Check Amount: 4,508.17

Date: 1/29/2015  
Time: 12:20  
User: SHERRI

CITY OF TARRANT  
Check Register  
File ID: AP16

Page: 2  
Id: AP3610

Fund Control: 10

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
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22899	2322	DISTRICT ATTY SOLICITORS FUND		1/29/2015	267.28	NOVEMBER 2014 REMITTANCE FX 10-2056-000
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Number Of Checks: 1  
Total Check Amount: 267.28

Number Of Checks: 5  
Total Check Amount: 4775.45

\*\* Final Totals \*\*

Motion for payment of the above list of payroll and expense vouchers 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

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

READ AND APPROVED THIS THE 2ND DAY OF MARCH, 2015.



LOXCIL B. TUCK, MAYOR

Attest:



Lillian A. Keith, City Clerk