

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

**HELD ON MONDAY, JANUARY 26, 2015**

The City Council of the City of Tarrant, Alabama met in regular Pre-council Meeting on Monday, January 26, 2015 at 6:00 p.m. at City Hall.

The purpose of said meeting was to review the Monday, January 26, 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

(Arrived 6:15 p.m.)

The following department heads and/or representatives were present:

Patrick Coleman  
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 (6:50 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 into the Regular City Council Meeting immediately following the Executive Session.

READ AND APPROVED THIS THE 16TH DAY OF FEBRUARY, 2015.

APPROVED: \_\_\_\_\_

LOXCIL B. TUCK, MAYOR

ATTEST: \_\_\_\_\_

Lillian A. Keith, City Clerk

REGULAR MEETING OF THE  
CITY OF TARRANT, ALABAMA

HELD ON MONDAY, JANUARY 26, 2015

The City Council of the City of Tarrant, Alabama reconvened from executive session to regular session on the 26th day of January, 2015 at 7:12 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 Tuck welcomed all of the UAB Fans, in attendance and Ms. Renee Davis. Mayor Tuck stated that Ms. Renee Davis has always been a friend to the City of Tarrant, employed by Energen, Home Town Girl, holds a degree in Engineering, and an advocate for UAB Football. Mayor Tuck explained that Ms. Davis had requested the City Council's consideration in placing a resolution on the agenda, in support of the University of Alabama at Birmingham Football Program. Mayor Tuck stated that she had also issued a proclamation, in support of the University of Alabama at Birmingham Football Program and had forwarded the proclamation to various representatives, of the State of Alabama. Mayor Tuck also welcomed representatives of Regions Bank, who were present.

Mayor Tuck asked that family of the late Jack Hill (Johnny Hill's Father) and the family of the late Ms. Bates be remembered in prayer, during their time of loss. Mayor Tuck also asked that Mr. Bob Mason, of ABC Coke, be remembered as he had recently suffered from a stroke, but had been moved from the Intensive Care Unit to a room, at the hospital.

Councilmember and Chairperson of the Utility Committee Debra Matthews stated that a Utility Committee Meeting had been held on Monday, January 5, 2015. Councilmember Matthews stated that the purpose of the meeting had been to discuss the Tarrant Electric Department Prepayment for Billing Plan. Councilmember Matthews stated that it is anticipated that the Prepaid Plan will be fully operational by February,

2015. Councilmember Matthews stated that additional meters had been ordered, but it was her understanding that these meters are currently in place.

Whereupon, Mayor Pro Tem Horton introduced proposed Resolution Number 8001, as the second reading of said resolution and read the proposed resolution at length:

RESOLUTION NO. 8001

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

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

**Section 1. Definitions.**

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

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

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

**Section 2. Findings and Representations.**

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

(a) The Municipality has heretofore issued its General Obligation Note, Series FY 2014 (the "Refunded Obligation"), to finance certain working capital expenditures of the Municipality.

(b) It is necessary and desirable and in the public interest for the Municipality to provide for the refunding of the Refunded Obligation, and for such purposes to issue its General Obligation Note, Series FY 2015, in principal amount of \$500,000, as authorized and described herein (the "Note"). The Municipality shall refund the Refunded Obligation by the exchange of the Note herefor, and such exchange shall constitute a current refunding.

(c) The Note shall be due and payable in less than one year and is made and delivered and amounts shall be borrowed thereunder in anticipation of the collection of taxes. The general revenues of the Municipality for the fiscal year ending September 30, 2013 were not less than \$7,917,258, and the unaudited general revenues for the Municipality for the fiscal year ending September 30, 2014 are not less than \$8,000,000. The principal amount of the Note will not be more than one-fourth of the general revenues of the Municipality for the fiscal year ending September 30, 2014.

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

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

(a) The Municipality shall borrow the amount of \$500,000 in such amounts and at such times as shall be necessary for the purposes set forth in Section 2 hereof, and the Municipality shall issue therefor its General Obligation Note, Series FY 2015, in the following principal amount and of the following number, to the following financial institution to evidence a line of credit extended by such institution to the Municipality for such purposes:

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

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

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

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

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

UNITED STATES OF AMERICA  
STATE OF ALABAMA

CITY OF TARRANT  
GENERAL OBLIGATION NOTE  
SERIES FY 2015

No. R-1

Dated: January \_\_, 2015

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

REGIONS BANK

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

FIVE HUNDRED THOUSAND DOLLARS  
(\$500,000)

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

- (a) on the first Business Day of February 2015 and continuing on the first Business Day of each month thereafter, until and including the first Business Day of January 2016, the interest accrued on the outstanding principal balance of this Note to each such date of payment; and
- (b) on January \_\_, 2016, the entire outstanding principal balance of this Note plus interest accrued to such date of payment;

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

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

Adjusted LIBOR Rate shall be a variable per annum rate of interest equal to that rate of interest determined on each Interest Rate Determination Date to be equal to the sum of: (i) the LIBOR Rate as determined for such date plus (ii) three and twenty-five one-hundredths of one percent (3.25%).

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

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

Applicable Rate shall be a variable per annum rate of interest equal to the greater of (1) three and seventy-five one-hundredths of one percent (3.75%) or (2) whichever of the following rates of interest, as adjusted from time to time, shall then be applicable hereto:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

CITY OF TARRANT, ALABAMA

By \_\_\_\_\_  
Mayor

S E A L

Attest: \_\_\_\_\_  
City Clerk

03106337.3

REGISTRATION OF OWNERSHIP

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

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

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

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

**Section 4. Execution of the Note.**

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

**Section 5. Authorizations of Advances and Payments.**

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

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

**Section 6. Authorization of Issuance of Note.**

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

**Section 7. Expenses of Issuance and Collection.**

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

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

**Section 8. Special Agreements of the Municipality**

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

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

foregoing shall not require the Municipality to divulge confidential information.

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

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

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

#### **Section 9. Events of Default**

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

- (i) failure to pay the principal of or interest on the Note on the date which any installment of principal of or interest on the Note shall become due and payable; or
- (ii) the occurrence of any of the following: the appointment of a receiver, liquidator or trustee of the Municipality or any of its property or assets; or a general assignment by the Municipality for the benefit of the creditors thereof; or the commencement of proceedings by the Municipality, or against the Municipality and not dismissed or unstayed for a period of 60 days, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or any jurisdiction, now or hereafter in effect.

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

#### **Section 10. Severability.**

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

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

**Section 11. Repeal of Conflicting Provisions.**

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

**Section 12. Provisions of Resolution a Contract.**

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

Duly passed and adopted this 26th day of January, 2015.

\_\_\_\_\_  
Mayor

Authenticated and attested:

\_\_\_\_\_  
City Clerk

After said resolution had been discussed and considered in full by the Council, it was moved by Mayor Pro Tem Horton that said resolution be now placed upon its final passage and adopted.

The motion was seconded by Councilmember Middlebrooks. Mayor Tuck put the question of the final passage and the adoption of said Resolution Number 8001, the roll was called with the following results:

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

NAYS: None

ABSENT: None

Whereupon, Mayor Tuck thereupon declared said motion carried and the resolution passed and adopted as introduced and read.

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

Tem Horton):

Street #	Street Name	City & State	Zip Code	Parcel I.D. Number	Cost
1428	Auburn Avenue	Tarrant, AL	35217	23-08-1-009-014.000-RR-00	\$500.00
Lot 1473	Auburn Avenue	Tarrant, AL	35217	23-08-1-017-002.000-RR-00	\$500.00
720	Bell Avenue	Tarrant, AL	35217	23-07-1-017-016.000-RR-00	\$500.00
721	Fulton Avenue	Tarrant, AL	35217	23-07-1-017-005.000-RR-00	\$500.00
1361	Fulton Avenue	Tarrant, AL	35217	23-08-2-019-011.000-RR-00	\$500.00
Lot 1155	Hall Avenue	Tarrant, AL	35217	23-05-3-033-002.000-RR-00	\$500.00
1170	Hall Avenue	Tarrant, AL	35217	23-05-3-030-010.000-RR-00	\$500.00
828	Jackson Blvd	Tarrant, AL	35217	23-07-1-013-015.000-RR-00	\$500.00
Lot 1229	Maple Street	Tarrant, AL	35217	23-08-2-006-009.000-RR-00	\$500.00
1253	Maple Street	Tarrant, AL	35217	23-08-2-006-003.702-RR-00	\$500.00
1013	Overton Avenue	Tarrant, AL	35217	23-07-1-002-002.000-RR-00	\$500.00
1060	Overton Avenue	Tarrant, AL	35217	23-05-3-034-008.000-RR-00	\$500.00
1064	Overton Avenue	Tarrant, AL	35217	23-05-3-034-009.000-RR-00	\$500.00
1229	Park Avenue	Tarrant, AL	35217	23-08-2-016-006.000-RR-00	\$500.00
1436	Park Avenue	Tarrant, AL	35217	23-08-1-017-014.000-RR-00	\$804.74
1321	Prosch Avenue	Tarrant, AL	35217	23-08-2-011-010.000-RR-00	\$500.00
1345	Prosch Avenue	Tarrant, AL	35217	23-08-2-011-004.000-RR-00	\$500.00
1316	Sloan Avenue	Tarrant, AL	35217	23-05-4-027-005.000-RR-00	\$500.00
1317	Sloan Avenue	Tarrant, AL	35217	23-05-3-020-013.000-RR-00	\$500.00
1309	Thomason Avenue	Tarrant, AL	35217	23-05-3-024-002.000-RR-00	\$500.00
1328	Thomason Avenue	Tarrant, AL	35217	23-05-3-020-008.000-RR-00	\$500.00
1205	Waverly Street	Tarrant, AL	35217	23-08-1-009-010.000-RR-00	\$808.85
1236	Waverly Street	Tarrant, AL	35217	23-08-1-007-004.000-RR-00	\$500.00
1241	Waverly Street	Tarrant, AL	35217	23-08-1-006-006.000-RR-00	\$500.00

Mayor Tuck asked if there was anyone present who wish to speak, in regards to these properties. There being no comments, Mayor Tuck declared the public hearing closed.

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

**RESOLUTION NO. 8002**

**A RESOLUTION OF THE CITY OF TARRANT PURSUANT TO ORDINANCE NO. 1017, OF THE CITY OF TARRANT, ALABAMA, ILLUSTRATING THE ACTUAL ASSESSMENT AMOUNTS FOR THE PROPERTIES ABATED BY THE PUBLIC WORKS DEPARTMENT FOR WEEDS AND OVERGROWN VEGETATION**

**WHEREAS**, an abundance of weeds and overgrown vegetation provide favorable conditions for the harboring of mosquitoes and other insects of like kind, and do otherwise have a negative impact on the health and safety of the citizens of Tarrant; and

**WHEREAS**, Ordinance Number 1017 of the City of Tarrant was designed to deter and provide for the abatement of weeds and overgrown vegetation; and

**WHEREAS**, on November 17, 2014, a public hearing was held before the City Council of Tarrant, Alabama, regarding alleged nuisances on several properties in the City of Tarrant for reason of overgrown grass, weeds, and/or other voluntary or spontaneous growth; and

**WHEREAS**, by Resolution No. 7983, the City Council determined that certain properties located in the City of Tarrant were nuisances by reason of overgrown grass, weeds, and/or other voluntary or spontaneous growth of a height of over twelve (12) inches located thereon; and

**WHEREAS**, the City Council of the City of Tarrant, Alabama determined that said nuisances should be abated as provided for, and as indicated by the noted ordinance and by adopting Resolution Number 7935 on the 17th day of November, 2014, authorizing the abatement of said nuisances; and

**WHEREAS**, the nuisances were abated as ordered by the City Council; and

**WHEREAS**, the authorized agents of the City of Tarrant reported on January 6, 2015, the actual cost of the removal of the nuisances; and

**WHEREAS**, applicable notice have been provided pursuant to Ordinance No. 1017, on this the 26th day of January, 2015, the City Council has reviewed the report of the actual cost of the abatement.

**THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TARRANT THAT:**

1. The actual costs of the abatement of the nuisances for the following properties are:

**EXHIBIT "A"**

<u>Street #</u>	<u>Street Name</u>	<u>City &amp; State</u>	<u>Zip Code</u>	<u>Parcel I.D. Number</u>	<u>Cost</u>
1428	Auburn Avenue	Tarrant, AL	35217	23-08-1-009-014.000-RR-00	\$500.00
Lot 1473	Auburn Avenue	Tarrant, AL	35217	23-08-1-017-002.000-RR-00	\$500.00
720	Bell Avenue	Tarrant, AL	35217	23-07-1-017-016.000-RR-00	\$500.00
721	Fulton Avenue	Tarrant, AL	35217	23-07-1-017-005.000-RR-00	\$500.00
1361	Fulton Avenue	Tarrant, AL	35217	23-08-2-019-011.000-RR-00	\$500.00
Lot 1155	Hall Avenue	Tarrant, AL	35217	23-05-3-033-002.000-RR-00	\$500.00
1170	Hall Avenue	Tarrant, AL	35217	23-05-3-030-010.000-RR-00	\$500.00
828	Jackson Blvd	Tarrant, AL	35217	23-07-1-013-015.000-RR-00	\$500.00
Lot 1229	Maple Street	Tarrant, AL	35217	23-08-2-006-009.000-RR-00	\$500.00
1253	Maple Street	Tarrant, AL	35217	23-08-2-006-003.702-RR-00	\$500.00
1013	Overton Avenue	Tarrant, AL	35217	23-07-1-002-002.000-RR-00	\$500.00



1060	Overton Avenue	Tarrant, AL 35217	23-05-3-034-008.000-RR-00	\$500.00
1064	Overton Avenue	Tarrant, AL 35217	23-05-3-034-009.000-RR-00	\$500.00
1229	Park Avenue	Tarrant, AL 35217	23-08-2-016-006.000-RR-00	\$500.00
1436	Park Avenue	Tarrant, AL 35217	23-08-1-017-014.000-RR-00	\$804.74
1321	Prosch Avenue	Tarrant, AL 35217	23-08-2-011-010.000-RR-00	\$500.00
1345	Prosch Avenue	Tarrant, AL 35217	23-08-2-011-004.000-RR-00	\$500.00
1316	Sloan Avenue	Tarrant, AL 35217	23-05-4-027-005.000-RR-00	\$500.00
1317	Sloan Avenue	Tarrant, AL 35217	23-05-3-020-013.000-RR-00	\$500.00
1309	Thomason Avenue	Tarrant, AL 35217	23-05-3-024-002.000-RR-00	\$500.00
1328	Thomason Avenue	Tarrant, AL 35217	23-05-3-020-008.000-RR-00	\$500.00
1205	Waverly Street	Tarrant, AL 35217	23-08-1-009-010.000-RR-00	\$808.85
1236	Waverly Street	Tarrant, AL 35217	23-08-1-007-004.000-RR-00	\$500.00
1241	Waverly Street	Tarrant, AL 35217	23-08-1-006-006.000-RR-00	\$500.00

ADOPTED and APPROVED this the 26th day of January, 2015.

ATTEST:

LOXCIL B. TUCK, MAYOR

Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8002 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 8002 duly and legally adopted.

Mayor Tuck stated that the next item on the agenda would be a public hearing, for consideration of the proposed abatement of a grass and weed violation. Mayor Tuck therefore opened the public hearing, for the following property:

<u>Street #</u>	<u>Street Name</u>	<u>City &amp; State</u>	<u>Zip Code</u>	<u>Parcel I.D. Number</u>
<u>Lot 1447</u>	<u>Park Avenue</u>	<u>Tarrant, AL</u>	<u>35217</u>	<u>23-08-1-020-007.000-RR-00</u>

Mayor Tuck asked if there was anyone present who wish to speak, in regards to this property. There being no comments, Mayor Tuck declared the public hearing closed.

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

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8003

**A RESOLUTION OF THE CITY OF TARRANT PURSUANT TO ORDINANCE NO. 1017 OF THE CITY OF TARRANT DECLARING CERTAIN PROPERTIES A PUBLIC NUISANCE.**

WHEREAS, an abundance of weeds and overgrown vegetation provide favorable conditions for the harboring of mosquitoes and other insects of like kind, and do otherwise have a negative impact on the health and safety of the citizens of Tarrant;

WHEREAS, Ordinance No. 1017 of the City of Tarrant was designed to deter and provide for the abatement of weeds and overgrown vegetation;

WHEREAS, on January 26, 2015, a public hearing was held before the City Council of Tarrant, Alabama, to determine whether certain properties constituted a public nuisance by reason of overgrown grass, weeds, and/or other voluntary or spontaneous growth; and

WHEREAS, the appropriate notice called for in Ordinance No. 1017 was given to the person or persons in possession of, in ownership of, or in charge or control of said property, with respect to the public hearing.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama, as follows:

1. The properties on the list attached hereto as Exhibit "A" are hereby determined to be a nuisance by reason that the abundance of overgrown grass and/or weeds within the City is injurious to the general public health, safety, and general welfare by providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects, and pests; that the height and dryness of said overgrown grass and weeds constitutes a serious fire threat or hazard; that said overgrown grass and weeds produces allergens that cause irritation to the throat, lungs, and eyes of the public; that said overgrown grass and weeds hides debris that could inflict injury on persons going upon the property; and/or that said overgrown grass and weeds are unsightly and in excess of twelve (12) inches in height.
2. Said nuisance shall be abated as provided for in Ordinance No. 1017 of the City of Tarrant, Alabama.
3. Those individuals abating the nuisance described herein shall render an itemized report in writing to the City Council showing the cost of removing the nuisance. Before the report is submitted to the City Council, a copy of the report shall be posted for at least five days prior thereto on or near the chamber door of the City Council, together with a notice of the time when the report shall be submitted to the City Council for confirmation.

ADOPTED AND APPROVED THIS THE 26TH DAY OF JANUARY 2015.

ATTEST:

LOXCIL B. TUCK, MAYOR

Lillian A. Keith, City Clerk

**EXHIBIT "A"**

Street #   Street Name   City & State   Zip Code   Parcel I.D. Number

Lot 1447   Park Avenue   Tarrant, AL   35217   23-08-1-020-007.000-RR-00

Motion for the adoption of Resolution Number 8003 was seconded by Mayor Pro Tem Horton, regularly put and upon roll call; the vote thereon was as follows:

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

**NAYS:** None

**ABSENT:** None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8003 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. 8004**  
**STATE OF ALABAMA**  
**JEFFERSON COUNTY**  
**CITY OF TARRANT**

**A RESOLUTION IN SUPPORT OF THE UNIVERSITY OF ALABAMA AT BIRMINGHAM FOOTBALL PROGRAM**

**WHEREAS**, the economic impact of the University of Alabama at Birmingham benefits the City of Birmingham and the surrounding municipalities; and,

**WHEREAS**, several citizens of the City of Tarrant currently attend or have attended the University of Alabama at Birmingham; and,

**WHEREAS**, the elected officials of the City of Tarrant believe in the values and community which athletics, the marching band, spirit and cheering squads provide to the college environment and experience.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Tarrant, Alabama urges University of Alabama System Board of Trustees and the University of Alabama at Birmingham President to reestablish the University of Alabama at Birmingham Football Program.

**NOW, THEREFORE BE IT FURTHER RESOLVED** that the City Council of the City of Tarrant, Alabama urges the University of Alabama at Birmingham alumni and current students as well as local the local business community to take responsibility for supporting the sports programs through attendance and donations of time and/or financial resources to ensure the uninterrupted continuation of such extracurricular activities.

**ADOPTED AND APPROVED**, this the 26<sup>th</sup> day of January, 2015.

**ATTEST:**

Lillian A. Keith, City Clerk

LOXCIL B. TUCK, MAYOR

Motion for the adoption of Resolution Number 8004 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 8004 duly and legally adopted.

Mayor Tuck recognized Timothy Alexander of the University of Alabama at Birmingham. Mr. Alexander thanked everyone for the opportunity given this evening and offered a special thank you to Ms. Renee Davis for making this possible and also to Mayor Tuck. Mr. Alexander stated that he wished to bring attention to the connection that UAB has with the City of Tarrant. Mr. Alexander stated that Mr. Gene Bartow's wife had graduated from Tarrant. Mr. Alexander stated that Mr. Reeves Sr. was present, this evening. Mr. Alexander explained that Mr. Reeves not only put them together as a family, but showed them as young men and as part of his team, that you always do something, to come back to your city or wherever you come from. Mr. Alexander shared that his father currently lives at 4024 39<sup>th</sup> Street. Mr. Alexander stated that when he came to UAB, he was a lot different, from all of the other players. Mr. Alexander explained that the other players had the opportunity to run around and to do different things. Mr. Alexander stated that he was a guy in a wheelchair that believed in playing again for UAB. Mr. Alexander stated that his Coach saw something in him, that he did not see in himself. Mr. Alexander stated that his team mates sitting next to him saw something in him, that he did not see in himself. Mr. Alexander explained that his team mates worked out with him, became his therapists, his coaches, his counselors and they talked to him each and every day. Mr. Alexander stated that he would never forget the day that he received a call, from the Athletic Director of Tarrant High School. Mr. Alexander explained that the Athletic Director had called to ask him to speak, to the young men at the High School. Mr. Alexander stated that the Tarrant Fire Chief, who was retiring on this same day, had also asked that he speak. Mr. Alexander stated that he was not familiar with Tarrant, but he was familiar with the young men from Tarrant, through his friends and team mates, such as Marquis Maze. Mr. Alexander explained that while in the locker room, he and his team mates had been questioned by these same young men from Tarrant about: could they help them get into school and what did they need to do, to get into UAB and sharing that what they have at Tarrant, is football. Mr. Alexander stated that each time he and his team mates spoke to these young men, they had asked what they needed to do to get in to UAB.

MR. ALEXANDER STATED THAT HE ALWAYS TOLD THESE YOUNG MEN TO GET THEIR GRADES FIRST, LEAVING a legacy, as everyone knows how great Tarrant is as a City and as a Football Program. Mr. Alexander stated that he had never told these young men that they had to be good at football. Mr. Alexander stated that when he spoke at the High School, he spoke of grades, giving back to your community, about family and life after football. Mr. Alexander stated that a lot of people think that the UAB Family is fighting for UAB Football, Bowling and Rifle. Mr. Alexander stated that this is not what they are fighting for. Mr. Alexander stated that they are fighting for UAB as a whole, from Birmingham. Mr. Alexander stated that at the end of the day, just as you are investing in the City, in homes and other things; UAB has done the same thing for Tarrant, as they have done for Birmingham. Mr. Alexander stated that the Coaches would instruct the players to talk with new recruits, about their grades and education; as the recruits were more likely to listen to the players, than to the councilors and other people. Mr. Alexander stated the players spoke to the recruits not only about education, but also took it upon themselves to educate the recruits, not only on how to be a great athlete but, how to be a *Five Star Athlete*. Mr. Alexander explained that a *Five Star Athlete* is an athlete, inside the classroom and outside the classroom. Mr. Alexander stated that even though most of his team mates are now gone, they have still come together as a family and are supporting one another. Mr. Alexander stated that he wished to thank the Mayor and City Council, not only for himself and team mates, but also on behalf of the UAB Family, in the room. Mr. Alexander stated that UAB is for Birmingham and Birmingham is for UAB. Mr. Alexander stated that once their program does come back, they will continue to come to Tarrant, to talk with the students. Mr. Alexander stated that they would do everything that they can, for the City of Tarrant. Mr. Alexander stated that one thing about UAB is that there is no place like home. Mr. Alexander stated that a lot of kids can go anywhere to play, but why not get your education and everything else right here at home. Mr. Alexander stated that he wished to thank everyone again for the opportunity and for the resolution. Mr. Alexander stated that he wanted everyone to know that they could not do this without Tarrant, as we are all in this together. Mr. Alexander stated that when UAB closed down it impacted everyone, including Tarrant.

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

RESOLUTION NO. 8005

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

WHEREAS, on December 11, 2014, the Jefferson County Commission issued an Invitation to Bid No. 34 - 15 ("ITB") on behalf of the Purchasing Association of Central Alabama ("PACA") and its Members, whereby it would accept sealed bids for Animal Control and Pound Services pursuant to the ITB; and

WHEREAS, on December 30, 2014 Jefferson County awarded the bid pursuant to the ITB No. 34 - 15, as amended, to The Greater Birmingham Humane Society, Inc. ("GBHS"); and

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

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

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

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

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

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

**Section 2. Invitation to Bid 34-15.** GBHS has acknowledged that the terms of the ITB are hereby offered to the City and shall be incorporated into the provision of Services provided for in this resolution.

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

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

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

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

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

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

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

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

**ADOPTED AND APPROVED** this the 26th day of January, 2015.

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LOXCIL B. TUCK, MAYOR

ATTEST:

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Lillian A. Keith, City Clerk

**EXHIBIT A**  
**Animal Control and Pound Services**  
**Price Sheet**

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

Prices Quoted Per Amendment 2 of ITB 34-15



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

THIS AGREEMENT entered into this 26th day of January, 2015, by and between the City of Tarrant, Alabama (hereinafter "City") and The Greater Birmingham Humane Society, Inc. (hereinafter "Vendor").

WHEREAS, on December 11, 2014, the Jefferson County Commission issued an Invitation to Bid No. 34 - 15 ("ITB") on behalf of the Purchasing Association of Central Alabama ("PACA") and its Members, whereby it would accept sealed bids for Animal Control and Pound Services pursuant to the ITB; and

WHEREAS, on December 30, 2014 Jefferson County awarded the bid pursuant to the ITB No. 34 - 15, as amended, to The Greater Birmingham Humane Society, Inc.; and

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

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

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

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **ENGAGEMENT OF VENDOR:** The City hereto agrees to engage the Vendor and the Vendor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICE:** This contract results from the ITB. The terms of which are included herein by reference. The City desires to enter into a contract with the Vendor to provide the Services, excluding where applicable Pound Services, on a fee for services basis as described in the ITB and attached Price Sheet.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** This contract is for the earlier of one (1) year or until January 21, 2016, effective upon signatures of the below designated officials, and shall continue in effect unless termination notice is given as herein provided.
  - a. This term is subject to a sixty (60) day cancellation by either party for any reason, so long as proper notice is sent to the addresses as provided under Number 13 "Notices" of this Agreement.

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

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

5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of the City. The City hereby approves all sub-Contractors included in the Vendor's response to the ITB. Should the City authorize Vendor to subcontract (assign) any portion of this contract, Vendor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Vendor must maintain a continuous effective business relationship with the sub-Contractor(s) including, but not limited to, regular payment of all monies owed to any sub-Contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

9. **NON-DISCRIMINATION POLICY:** The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status, pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 1981, 1983, 1986 and all amendments thereto relevant to discriminatory

employment practices. The Vendor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. In the event of Vendor's non-compliance with the equal opportunity clause of this contract, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further City contracts. This paragraph must also be included in any subcontract or purchase order by Vendor on behalf of the City. Vendor agrees to furnish to the City, upon request, reports, notices, policies and/or information certifying compliance with this policy.

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

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

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

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

City of Tarrant, Alabama  
1604 Pinson Valley Parkway  
Tarrant, Alabama 35217

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

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

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

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

17. **STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

THE GREATER BIRMINGHAM  
HUMANE SOCIETY ANIMAL  
CARE & CONTROL, LLC

CITY OF TARRANT  
A Municipal Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

Loxcil B. Tuck  
MAYOR

\_\_\_\_\_  
Title

January 27, 2015  
Date

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**Animal Control and Pound Services**  
 Price Sheet

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

Prices Quoted Per Amendment 2 of ITB 34-15

Motion for the adoption of Resolution Number 8005 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 8005 duly and legally adopted. Councilmember Bryant stated that the resolution and contract concerning the Greater Birmingham Humane Society for Animal Control and Pound Services would be available for those who wished to review it.

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

The adoption of the following proposed resolution:

**RESOLUTION NO. 8006**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF TARRANT AND GOODWYN, MILLS & CAWOOD, INC. FOR ENVIRONMENTAL SERVICES**

**BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, January 26, 2015 at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to execute an agreement between the City of Tarrant and Goodwyn, Mills and Cawood, Inc., for the purpose of environmental services to provide technical support. Said services shall be at a rate of \$145.00 per hour however, said total amount for services shall not exceed the amount of \$10,000.00; and

Section 2. All pursuant to the attached proposal, said copy of the Goodwyn, Mills and Cawood, Inc. proposal is attached hereto and made a part hereof,

ADOPTED this the 26th day of January, 2015.

APPROVED:

\_\_\_\_\_  
LOXCIL B. TUCK, MAYOR

ATTEST:

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



January 23, 2015

Mayor Loxcil Tuck  
City of Tarrant  
1604 Pinson Valley Parkway  
Tarrant, AL

RE: Goodwyn, Mills, & Cawood, Inc.  
Clow Property Inquiry - Potentially Responsible Party Inquiry,  
Pinson Valley Parkway, Birmingham, Alabama

Dear Mayor Tuck and Tarrant City Council,

Goodwyn, Mills, & Cawood, Inc. (GMC) is pleased to have the opportunity to offer our environmental services to provide technical support for the ADEM inquiry into the former Clow property. Clow was a steel mill that operated up until the 1980's when this area was heavily developed in the metals industry. Tarrant's past in the steel and coal boom dates back prominently as far as the 1880's. ADEM recently requested information concerning the closed facility and current status of this site. The work proposed would consist of gathering historical information and responding to the ADEM inquiry. A complete review of current ADEM file information for Clow would be conducted and assistance would be provided to prepare a response to ADEM. The current high profile nature of environmental issues in the North Birmingham/Tarrant area have contributed to a complex environmental situation and regulatory inquiry. GMC would provide services as directed and work will be billed on an hourly basis of \$145.00 per hour to a ceiling of \$10,000. This not to exceed figure can be modified at the direction of the City of Tarrant with a two week written notice.

GMC will provide support for technical sessions and respond to the Mayor and Council's requests for technical support. GMC will prepare updates and recommendations for the Mayor and Council. These items are designed to assist the City in fulfilling the ADEM request. GMC will contact ADEM on behalf of the City of Tarrant and assist in preparing a plan of action. Jymalyn Redmond will be the GMC project manager.

The cost of the described work is estimated to be \$10,000. This cost includes the cost of travel to Council meetings and also to ADEM to prepare a first response. Work will be initiated as soon as possible after "Authorization to Proceed" is received. If you wish to proceed with this work, please sign and return this letter to our fax at 334-272-1566 or email a copy to me at [jymalyn.redmond@gmcmnetwork.com](mailto:jymalyn.redmond@gmcmnetwork.com).

GOODWYN, MILLS & CAWOOD, INC.  
27015 Avenue South, Suite 100  
Birmingham, AL 35293  
P: 205-879-4462 F: 205-879-1490  
GMC02150187A001





GOODWYN MILLS & CO., INC.

If you have any further questions or if I may be on any further assistance please do not hesitate to contact me at 334-590-7010.

Sincerely,

Jynalyn E. Redmond  
Environmental Manager

Authorization to Proceed

\_\_\_\_\_ Date

GOODWYN MILLS AND COMPANY, INC.  
2701 Williams Road, Suite 101  
Prichard, AL 36070  
334-590-7010  
Goodwyn Mills & Co., Inc.

Motion for the adoption of Resolution Number 8006 was seconded by Councilmember Middlebrooks. Mayor Tuck recognized Attorney Goldman. Attorney Goldman stated that he wished for the minutes to reflect that these services are being provided in conjunction, with an adversarial matter. Attorney Goldman explained that he wished to state that this will be work undertaken in conjunction, with his office and he viewed this work, as work product and privileged, in assisting the City with a response.

Mayor Tuck put the question of the final passage and the adoption of said Resolution Number 8006, the roll was called with the following results:

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 8006 duly and legally adopted.

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

**RESOLUTION NO. 8007**

**A RESOLUTION APPOINTING ROSEMARY PARKER TO THE TARRANT HOUSING AUTHORITY BOARD TO FILL THE UNEXPIRED TERM OF REVEREND JERRY SMITH; SAID TERM TO BEGIN JANUARY 26, 2015 AND EXPIRE SEPTEMBER 30, 2016**

**BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, January 26, 2015 at 7:00 p.m. as follows:

Section 1. That Rosemary Parker is hereby appointed to the Tarrant Housing Authority Board to fill the unexpired term of Reverend Jerry Smith,

Section 2. That said term shall begin January 26, 2015 and expire September 30, 2016,

Section 3. That a copy of this resolution be forwarded to the above member and said board,

ADOPTED this the 26th day of January, 2015.

APPROVED: LOXCIL B. TUCK, MAYOR

ATTEST: Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8007 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 8007 duly and legally adopted.

Mayor Tuck recognized Ms. Beverly Richardson. Ms. Richardson stated that there is a problem with the traffic light, located at the Intermediate School. Ms. Richardson explained that is difficult to distinguish the colors on the traffic light, from either side. Mayor Tuck stated that she would have the matter investigated.

Mayor Tuck recognized Bill Camp. Mr. Camp stated that he had concerns regarding the City, however he would rather that they not be discussed tonight. Mr. Camp explained that he had brought information (which he distributed) that he wished for the City Council to review and discuss at the next City Council Meeting. Mr. Camp stated that several of his questions would need to be reviewed, by the Building Inspection Officer and City Attorney.

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, 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 7:40 p.m.

READ AND APPROVED THIS THE 16TH DAY OF FEBRUARY, 2015.

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LOXCIL B. TUCK, MAYOR

Attest:

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Lillian A. Keith, City Clerk