

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

HELD ON Monday, March 6, 2017

The Honorable City Council of the City of Tarrant, Alabama met in regular session, on the 6th day of March, 2017, at 7:20 pm in the Council Chambers at City Hall.

Mayor Loxcil B. Tuck called the meeting to order. Mayor Tuck requested that City Attorney Ben Goldman lead the prayer and Fire Chief Jason Rickels lead the pledge of allegiance.

Mayor Tuck asked City Clerk Dan Weinrib to call the roll. Upon roll call, the following officials answered present:

Catherine "Cathy" Anderson	Councilor
John T. "Tommy" Bryant	Councilor
Tanyika Fields	Councilor
Laura D. Horton	Mayor Pro Tempore & Councilor
Joe A. Matthews	Councilor
Loxcil B. Tuck	Mayor

Mayor Tuck stated that the council had been provided with copies of the following minutes from the Council meetings held on Monday, February 20<sup>th</sup>, 2017 and Thursday, March 2<sup>nd</sup>, 2017.

Mayor Tuck asked if there were any additions or corrections. The motion was made by Mayor Pro Tem Horton and seconded by Councilmember Bryant, to approve said minutes as originally recorded. Upon roll call, the vote thereon was as follows:

AYES: Councilors Anderson, Bryant, Fields, Horton, Matthews and Mayor Tuck

NAYS: None

Mayor Tuck announced that the annual Easter Egg Hunt will be on Saturday April 14<sup>th</sup>, the annual Mayor's Prayer Luncheon, Thursday May 4<sup>th</sup> at Central Baptist Church, and the Chamber of Commerce's Crusher Run, Saturday April 22<sup>nd</sup>.

There were no committee reports.

Under unfinished business, Horton moved, and Bryant seconded, a motion for unanimous consent on Ordinance No. 1095. Upon roll call, the vote thereon was as follows:

AYES: Councilors Anderson, Bryant, Fields, Horton & Matthews; and Mayor Tuck

NAYS: NONE

Whereupon, Horton introduced Ordinance No. 1095, as follows:

ORDINANCE NO. 1095

AN ORDINANCE TO PROVIDE FOR  
THE ISSUANCE OF  
\$1,880,000  
PRINCIPAL AMOUNT OF  
ELECTRIC REVENUE WARRANTS,  
SERIES 2017, OF THE  
CITY OF TARRANT, ALABAMA

BE IT ORDAINED by the Mayor and City Council (herein called "the Council") of the City of Tarrant in the State of Alabama as follows:

**Section 1. Definitions and Use of Phrases. (a) Definitions.** The words and phrases and others evidently intended as the equivalent thereof which are set forth in Section 1.1 of the 2009 Ordinance shall, in the absence of clear implication herein otherwise, be given the same interpretation herein as in the 2009 Ordinance. In addition, the following words and phrases and other evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"**Authorizing Ordinance**" means the 2009 Ordinance, as supplemented by this Ordinance.

"**Escrow Agreement**" means the Escrow Trust Agreement dated as of March 1, 2017, between the Borrower and the Depository, wherein provision is made for the payment of the Refunded Series 2009 Warrants and the Series 2011 Warrants.

"**Escrow Fund**" means the Electric Revenue Warrants Escrow Fund created in Section 1 of the Escrow Agreement.

"**Fifth Series 2017 Bond Year**" means the fifth Series 2017 Bond Year and each succeeding fifth Series 2017 Bond Year occurring thereafter until and including the Series 2017 Bond Year during which the Series 2017 Warrants are fully retired.

"**Insurance Policy**" means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2017 Warrants when due.

"**Insurer**" means Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

"**Interest Payment Date**" means each May 1 and November 1, commencing May 1, 2017.

"**Refunded Series 2009 Warrants**" means \$130,000 of those of the Series 2009 Warrants maturing in 2017.

"**Series 2009 Warrants**" means the Borrower's Electric Revenue Warrants, Series 2009, which were issued pursuant to the 2009 Ordinance.

"**Series 2017 Bond Year**" means (a) the period of one year (or less) beginning on the date the Series 2017 Warrants were issued and ending on the day in the calendar year that is selected by the Borrower in accordance with Treasury Regulations § 1.148-1 or other applicable regulations, and (b) each period of one year beginning on the day after the expiration of the preceding such bond year.

"**Series 2017 Warrants Required Rebate**" means any amount that is required, by the provisions of Section 148(f) of the Code and any applicable regulations, to be paid by the Borrower to the United States of America in order that the Series 2017 Warrants shall not be treated as "arbitrage bonds" within the meaning of Sections 103(b)(2) and 148 of the Code and any applicable regulations promulgated thereunder.

"**Series 2017 Warrants**" means those of the Warrants bearing the designation "Series 2017".

"2009 Ordinance" means Ordinance No. 1003 adopted by the governing body of the Borrower on August 13, 2009.

"2011 Ordinance" means Ordinance No. 1027 adopted by the governing body of the Borrower on January 13, 2011.

"Underwriter" means Raymond James & Associates, Inc.

(b) Use of Phrases. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to the Authorizing Ordinance as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1(a) hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. In the event of any conflict between the definitions set forth in the 2009 Ordinance and the definitions set forth in Section 1(a) hereof, the definitions set forth in the 2009 Ordinance shall be deemed to be modified to the extent necessary to make such definitions consistent with the definitions set forth herein.

**Section 2. Findings. The Council has ascertained and does hereby find and declare that:**

(a) The Council has heretofore adopted the 2009 Ordinance pledging as security for all Warrants issued thereunder the Net System Revenues;

(b) The Council has heretofore adopted the 2011 Ordinance pursuant to the provisions for Additional Warrants in the 2009 Ordinance and pursuant to which the Series 2011 Warrants were authorized to be issued;

(c) The only Warrants outstanding under the 2009 Ordinance are the Series 2009 Warrants and the Series 2011 Warrants;

(d) It is necessary and desirable and in the best interest of the Borrower and in the public interest that the Series 2017 Warrants herein authorized be issued as Additional Warrants pursuant to the 2009 Ordinance in order to provide a portion of the funds necessary to refund the Refunded Series 2009 Warrants and the Series 2011 Warrants;

(e) The Borrower is not in default under the 2009 Ordinance and no such default is imminent; and

(f) The Series 2017 Warrants will all be issued by sale.

**Section 3. Authorization and Description of Series 2017 Warrants.** (a) Principal Amount, Maturities and Interest Rates. Pursuant to the constitution and laws of the State of Alabama, including particularly Sections 11-47-2 and 11-81-4 and Chapter 50 of Title 11 of the Code of Alabama of 1975, as amended, and for the purposes hereinabove stated, there is hereby authorized to be issued under the Authorizing Ordinance an issue or series of Warrants designated Electric Revenue Warrants, Series 2017, limited in aggregate principal amount to \$1,880,000. The Series 2017 Warrants shall be dated the date of their delivery, shall mature and become payable on November 1 in the following years and in the following amounts, and shall bear interest from their date, computed on the basis of a 360-day year of twelve (12) consecutive 30-day months, payable on May 1, 2017, and on each Interest Payment Date thereafter, at the following per annum rates:

Maturity (November 1)	Principal Amount	Interest Rate
2020	\$145,000	3.000%
2021	150,000	3.000
2022	155,000	3.000
2023	160,000	3.000
2024	165,000	3.000
2025	175,000	3.000
2026	175,000	3.250
2027	175,000	3.250
2028	180,000	3.000
2029	200,000	3.000
2030	200,000	3.125

The Series 2017 Warrants shall be initially issued in the Authorized Denominations and registered in the names of the Holders as shall, pursuant to the provisions of Section 5.3 of the 2009 Ordinance, be designated by the purchaser of the Series 2017 Warrants from the Borrower.

(b) **Place and Manner of Payment.** The principal of and the premium, if any, on the Series 2017 Warrants shall be payable at the designated corporate trust office in the City of Birmingham, Alabama, of the Depository, upon presentation and surrender of the Series 2017 Warrants as the same become due and payable. Except as provided in Section 15 of this Ordinance, interest on the Series 2017 Warrants shall be payable by check or draft mailed by the Depository to the registered Holders of the Series 2017 Warrants at the addresses shown on the registry books of the Depository pertaining to the Series 2017 Warrants as of the close of business on the Record Date next preceding the Interest Payment Date. Payment of such interest shall be deemed to have been timely made if such check or draft is mailed by the Depository on the due date of such interest (or, if such due date is not a business day, on the business day immediately following such due date). Notwithstanding the foregoing, the registered Holder of not less than \$500,000 in aggregate principal amount of the Series 2017 Warrants may make arrangements with the Depository for the payment of the principal of and the interest and premium, if any, on such Warrants by wire transfer. The Depository shall cause all payments of the principal of and the interest and premium, if any, on the Series 2017 Warrants to be accompanied by CUSIP numbers with appropriate dollar amounts for each CUSIP number.

(c) **Computation of Interest and Interest Payment Dates.** The Series 2017 Warrants shall bear interest from their date until their respective maturities at the per annum rates of interest set forth above (computed on the basis of a 360-day year of twelve consecutive 30-day months). Such interest shall be payable semiannually on each May 1 and November 1, commencing May 1, 2017, until and at the maturity of the Series 2017 Warrants. The Series 2017 Warrants shall bear interest after their respective maturities until paid at the per annum rates of interest set forth above.

(d) **Book-Entry Only System.** The Series 2017 Warrants shall be initially issued in book-entry only form, registered in the name of Cede & Co., the nominee of the Depository Trust company. So long as the said book-entry only system remains in effect, the provisions of the Authorizing Ordinance, including the provisions governing the registration and exchange Series 2017 Warrants, places and manner of payment of Series 2017 Warrants, requirements for presentation Series 2017 Warrants and manner and effect of redemption of Series 2017 Warrants shall be subject to the standard procedures of the Depository Trust Company.

**Section 4. Optional Redemption.** Those of the Series 2017 Warrants having a stated maturity on November 1, 2027, or thereafter shall be subject to redemption and payment, at the option of the Borrower, on November 1, 2026, and on any date thereafter, as a whole or in part (but if redeemed in part, only in installments of \$5,000 or any integral multiple thereof with those of the maturities to be redeemed to be selected by the Borrower, and if less than all the Series 2017 Warrants of a single maturity are to be redeemed, those (or portions thereof) of that maturity to be redeemed to be selected by the Depository by lot), at and for a redemption price equal to the principal amount thereof redeemed plus accrued interest to the date fixed for redemption.

**Section 5.** Form of Series 2017 Warrants. The Series 2017 Warrants and the Certificate of Registration and the Depository's Authentication Certificate applicable thereto shall be in substantially the following forms, respectively, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Series 2017 Warrant)

UNITED STATES OF AMERICA  
STATE OF ALABAMA  
  
CITY OF TARRANT

ELECTRIC REVENUE WARRANT  
Series 2017

Maturity Date	Interest Rate	CUSIP No.
	_____%	

For value received, the City Treasurer of the City of Tarrant, a municipal corporation under the laws of Alabama (herein called "the City") is hereby ordered and directed to pay, solely out of the revenues hereinafter referred to, to

**CEDE & CO.**

or registered assigns, the principal sum of

**DOLLARS**

on the date specified above, with interest thereon from the date hereof until the maturity hereof at the per annum rate of interest specified above (computed on the basis of a 360-day year of twelve (12) consecutive 30-day months), payable on May 1, 2017, and semiannually thereafter on each May 1 and November 1 until and at the maturity hereof. The principal of this warrant is payable only upon presentation and surrender of this warrant at the corporate trust operations office in Birmingham, Alabama, of Regions Bank (herein called "the Bank"), or its successor under the ordinance hereinafter referred to, or at such other place as may be designated from time to time by the Bank. Interest on this warrant is payable by check or draft mailed by the Bank on the interest payment date to the registered holder hereof at the address shown on the registry books of the Bank pertaining to the Warrants as of the close of business on the date that is fifteen (15) calendar days next preceding the date of payment of such interest. Principal and interest on this warrant which becomes due on a day other than a Business Day (as defined in the Authorizing Ordinance hereinafter referred to) shall be due on the next succeeding Business Day and no interest shall accrue in the interim. The Authorizing Ordinance provides that all payments by the City or the Bank to the person in whose name a Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This warrant is one of a duly authorized issue of warrants (herein called "the Warrants") issuable in series without express limit as to principal amount under pursuant to Ordinance No. 1003 adopted by the governing body of the City on August 13, 2009, as supplemented by an Ordinance adopted by the governing body of the City on March 6, 2017 (herein called "the Authorizing Ordinance"). The principal of and the interest on the Warrants are payable solely out of the revenues derived from the operation of the City's electric transmission and distribution system (which, as presently or hereafter constituted, is herein called the "Electric System") remaining after payment of the costs of maintaining and operating the Electric System. Payment of the principal of and the interest on the Warrants is secured, pro rata and without preference or priority of one warrant over another or of the warrants of any one series over the warrants of any other, by a valid pledge of the revenues out of which they are payable.

Reference is hereby made to the Authorizing Ordinance for a description of the nature and extent of the security afforded thereby, the rights and duties of the City and the Bank with respect thereto, the rights of the holders of the Warrants and the terms and conditions on which additional series of warrants may be issued. The Authorizing Ordinance provides, inter alia, (a) that in the event of default by the City in the manner and for the time therein provided, the Bank may declare the principal of and the interest accrued on this warrant immediately due and payable, whereupon the same shall thereupon become immediately due and payable and the Bank shall be entitled to pursue the remedies provided in the Authorizing Ordinance, (b) that the holder of this warrant shall have no right to enforce the provisions of the Authorizing Ordinance except as provided therein and then only for the equal and pro rata benefit of the holders of all the Warrants, and (c) that if this warrant shall not be presented for payment when due (whether by maturity or otherwise) and if funds sufficient for such payment shall have been made available to the Bank therefor, all liability of the City to the holder of such warrant and all rights of such holder against the City under such warrant or under the Authorizing Ordinance shall cease and terminate and that the sole right of such holder shall thereafter be against the said funds so made available, which the Bank is required to set aside and hold, subject to any applicable escheat or other similar law, for the benefit of such holder. The Authorizing Ordinance also provides that the City, with the written consent of the holders of not less than 66-2/3% of the Warrants, may at any time and from time to time amend the Authorizing Ordinance in such way as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions thereof, provided that no such amendment shall (1) without the consent of the holder of each Warrant affected, reduce the principal of, the rate of interest on, or the premium (if any) payable on redemption of, any Warrant, or (2) without the consent of the holders of all the Warrants then outstanding under the Authorizing Ordinance, extend the maturity of any installment of principal or interest on any of the Warrants, make any change in the schedule of required redemptions with respect to any series of the Warrants, create a lien or charge on the revenues from the Electric System ranking prior to or (except in connection with the issuance of additional parity warrants under the Authorizing Ordinance) on a parity with the lien or charge thereon contained in the Authorizing Ordinance, effect a preference or priority of any Warrant over any other

Warrant or reduce the aggregate principal amount of Warrants the holders of which are required to consent to any such amendment.

The series of warrants of which this is one is designated Series 2017 and is authorized to be issued in the aggregate principal amount of \$1,880,000. Those of the Series 2017 Warrants having stated maturities on or after November 1, \_\_\_\_\_, are subject to redemption at the option of the City on \_\_\_\_\_, and on any date thereafter, as a whole or in part (but if redeemed in part, only in installments of \$5,000 or any integral multiple thereof with those of the maturities to be redeemed to be selected by the City, and if less than all the Series 2017 Warrants of a single maturity are to be redeemed, those (or portions thereof) of that maturity to be redeemed to be selected by the Bank by lot) at and for a redemption price equal to the principal amount thereof redeemed plus accrued interest to the date fixed for redemption.

In the event that less than all the outstanding principal of a Series 2017 Warrant is to be redeemed, there shall be issued to the registered holder thereof, upon the surrender of such Series 2017 Warrant to the Bank, a new Series 2017 Warrant of even tenor therewith except in a principal amount equal to the unredeemed portion of the Series 2017 Warrant so surrendered, all as shall be requested by the registered holder of the Series 2017 Warrant to be partially redeemed.

THE AUTHORIZING ORDINANCE PURSUANT TO WHICH THE SERIES 2017 WARRANTS ARE ISSUED CONTAINS NO PROVISIONS REQUIRING PUBLICATION OF NOTICE OF REDEMPTION OF ANY WARRANT, AND HOLDERS OF THE SERIES 2017 WARRANTS MUST MAINTAIN A CURRENT ADDRESS ON FILE WITH THE BANK IN ORDER TO RECEIVE NOTICE OF ANY SUCH REDEMPTION. FROM AND AFTER THE REDEMPTION DATE (PROVIDED THE BANK HAS SUFFICIENT FUNDS ON HAND TO EFFECT SUCH REDEMPTION), INTEREST SHALL CEASE TO ACCRUE ON ANY SERIES 2017 WARRANT CALLED FOR REDEMPTION.

The Series 2017 Warrants are not general obligations of the City, and the covenants and representations herein contained or contained in the Authorizing Ordinance do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the City. The Series 2017 Warrants are not obligations of the State of Alabama or any county or municipality therein other than the City, nor are the faith and credit of said state or any county or municipality therein pledged for payment thereof.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered in the manner provided by law; and that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed and happen precedent to or in the issuance of this warrant exist, have been performed and have happened in due and legal form.

The Warrants are issuable only as fully registered warrants in the denomination of \$5,000 or any integral multiple thereof. Provision is made in the Authorizing Ordinance for the exchange of warrants for a like aggregate principal amount of warrants of the same maturity and interest rate and in an authorized denomination, all as may be requested by the holder surrendering the Warrant or Warrants to be so exchanged and upon the terms and conditions specified in the Authorizing Ordinance.

This warrant is transferable by the registered holder hereof in person, or by duly authorized attorney, only on the registry books of the Bank pertaining to the Warrants and only upon surrender of this warrant to the Bank for cancellation, and upon any such transfer a new Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly provided in the Authorizing Ordinance. Each holder, by receiving and accepting this Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Bank are concerned, this warrant may be transferred only in accordance with the provisions of the Authorizing Ordinance.

If this warrant is called for redemption, in whole or in part, the Bank shall not be required to register, transfer or exchange this warrant during the period of forty-five (45) days next preceding the date fixed for redemption.

Execution by the Bank of its authentication certificate hereon is essential to the validity hereof and is conclusive of the due issue hereof under the Authorizing Ordinance.

IN WITNESS WHEREOF, the City has caused this warrant to be executed in its name and behalf with the signature of its Mayor, has caused its corporate seal to be hereunto imprinted, has caused this

warrant to be attested by the signature of its City Clerk, and has caused this warrant to be dated \_\_\_\_\_, \_\_\_\_.

**CITY OF TARRANT**

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

[S E A L ]

Attest:

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

**(Form of Bank's Authentication Certificate)**

Date of Authentication and Registration: \_\_\_\_\_, \_\_\_\_

The within warrant is one of those described in the within-mentioned Authorizing Ordinance.

**REGIONS BANK**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**(Form of Assignment)**

For value received, the undersigned hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_ the within warrant and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, with full power of substitution in the premises, to transfer this warrant on the books of the within mentioned Bank.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
(Bank, Trust Company or Firm)\*

By \_\_\_\_\_  
Its Duly Authorized Officer

Medallion Number: \_\_\_\_\_

\*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

**STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Warrant to Regions Bank, Birmingham, Alabama, or its successor, as paying agent for the Series 2017 Warrants (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Warrant acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

\_\_\_\_\_

**Section 6.** Execution and Delivery of the Series 2017 Warrants. The Series 2017 Warrants shall be forthwith executed and delivered to the Depository and shall be authenticated and delivered by the Depository from time to time upon receipt by the Depository of an order signed on behalf of the Borrower by its Mayor, requesting such authentication and delivery and designating the person or persons to receive the same or any part thereof.

**Section 7.** Application of Proceeds from Sale of Series 2017 Warrants. The entire proceeds derived by the Borrower from the sale of the Series 2017 Warrants shall be applied by the Borrower for the following purposes and in the following order:

- (a) payment to the Insurer of the sum of \$12,822.54 as the premium for the issuance of the Insurance Policy;
- (b) payment to the Depository for deposit into the Escrow Fund created in Section 1 of the Escrow Agreement, the difference between \$1,972,104.55 and the amount deposited therein pursuant to Section 8 of this Ordinance; and



(c) payment of the balance of the said proceeds to the Depository to be applied to the payment of the costs of issuance of the Series 2017 Warrants, with any excess remaining after thirty (30) days to be paid to the Borrower.

**Section 8.** Transfer of Amounts on Deposit in the Warrant Fund and the Reserve Fund. **Simultaneously with the issuance of the Series 2017 Warrants, the Bank will transfer (a) \$24,572.61 out of the amount on deposit in the Warrant Fund that is referable to the Series 2011 Warrants to the Escrow Fund and (b) \$137,022.83 out of the amount on deposit in the Reserve Fund in excess of the Maximum Required Reserve following the issuance of the Series 2017 Warrants, to the Escrow Fund.**

**Section 9.** Maximum Required Reserve. The amount of the Maximum Required Reserve that is applicable immediately following the issuance of the Series 2017 Warrants is \$277,500 which will be on deposit in the Reserve Fund following the issuance of the Series 2017 Warrants.

**Section 10.** Concerning Preservation of Tax-Exempt Status of Series 2017 Warrants. The Borrower will (a) in a timely manner, make all Series 2017 Required Rebates and take such other action as shall be necessary, under the provisions of the Code and any applicable regulations, to preserve the exemption of the interest on the Series 2017 Warrants from gross income of the recipients thereof for Federal income tax purposes, and (b) refrain from taking any action that would, under the Code and any applicable regulations, result in the interest on any of the Series 2017 Warrants being or becoming subject to gross income of the recipients thereof for Federal income tax purposes. Further, and without in any way limiting the generality of the foregoing,

(i) the Borrower will not apply the proceeds from the Series 2017 Warrants in a manner that would cause any of the Series 2017 Warrants to be a "private activity bond" within the meaning of Section 141(a) of the Code;

(ii) the Borrower will not make, or direct the Depository to make, any investment of any moneys on deposit in any of the special funds created under the Authorizing Ordinance if, as a result thereof, any of the Series 2017 Warrants would be considered "arbitrage bonds" within the meaning of Section 103(b)(2) and 148 of the Code and any applicable regulations;

(iii) the Borrower will, within sixty (60) days following the end of each Fifth Series 2017 Bond Year during which any of the Series 2017 Warrants were outstanding and unpaid, furnish to the Depository a certificate or opinion of an Independent Auditor, together with such other evidence as the Depository may reasonably request (as, for example, certificates and computations of officers or employees of the Borrower or opinions of Bond Counsel), indicating that all Series 2017 Warrants Required Rebates that are due for the five-year period ending on the last day of such Fifth Series 2017 Bond Year with respect to the Series 2017 Warrants have been made; and

(iv) the Borrower will, within sixty (60) days following the date on which the last of the Series 2017 Warrants was fully retired, furnish to the Depository a certificate or opinion of an Independent Auditor, together with such other evidence as the Depository may reasonably require (as, for example, certificates and computations of officers or employees of the Borrower and opinions of Bond Counsel), indicating that all Series 2017 Warrants Required Rebates that are due with respect to the Series 2017 Warrants have been made;

provided, however, that the Borrower shall not be required to furnish to the Depository the written determination referred to in the preceding clause (iii) with respect to any particular Series 2017 Bond Year if, prior to the date on which such determination would otherwise be required to be furnished, it furnishes to the Depository an opinion of Bond Counsel acceptable to the Depository stating either that the failure to make such determination will not adversely affect the exemption of the interest on the Series 2017 Warrants from gross income of the recipients thereof for Federal income tax purposes or that such a determination is not relevant to computation of any Series 2017 Warrants Required Rebate.

All the covenants and agreements on the part of the Borrower contained in this Section 10 shall, notwithstanding any contrary provision of the Authorizing Ordinance (including, without limitation, Section 11.2 of the 2009 Ordinance),

(A) survive any so-called "constructive" retirement and payment of the Series 2017 Warrants, and

(B) continue in full force and effect until (1) all the Series 2017 Warrants shall have become due and payable in accordance with their terms, at maturity, through proceedings for redemption or otherwise; and (2) either the whole amount of principal and interest (and premium, if any) due and payable thereon shall have been paid or there shall have been irrevocably deposited with the Depository an amount sufficient therefor.

Further, those covenants and agreements on the part of the Depository contained in the Authorizing Ordinance that are necessary to enable the Borrower to comply with the covenants and agreements on its part contained in this Section 10 shall also survive any such "constructive" retirement and payment of the Series 2017 Warrants and shall continue in full force and effect until there have occurred the events specified in clauses (1) and (2) of the preceding subparagraph (B).

**Section 11. Exchange of Warrants.** Upon the request of the Holder of one or more Series 2017 Warrant, the Borrower shall execute, and the Depository shall register and deliver, upon surrender to the Depository of such Series 2017 Warrant or Series 2017 Warrants in exchange therefor, a Series 2017 Warrant or Series 2017 Warrants in different Authorized Denominations of the same maturity and interest rate and together aggregating the same principal amount as the then unpaid principal of the Series 2017 Warrant or Series 2017 Warrants so surrendered, all as may be requested by the person surrendering such Series 2017 Warrant or Series 2017 Warrants. All Series 2017 Warrants surrendered for exchange pursuant to the provisions of this Section 11 shall be accompanied by a written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Depository.

**Section 12. Expenses of Registration, Transfer and Exchange.** Any registration, transfer or exchange of any of the Series 2017 Warrants shall be made without charge to the Holders thereof, except that (a) the Holder requesting any such registration, transfer or exchange shall pay all taxes and other governmental charges required to be paid in connection with such registration, transfer or exchange, and (b) the Holder shall pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Series 2017 Warrant in accordance with Section 3.5 of the 2009 Ordinance.

**Section 13. Time Limits on Registration, Transfer or Exchange.** If any Series 2017 Warrant is called for redemption in whole or in part, the Depository shall not be required to register, transfer or exchange such Warrant during the period of forty-five (45) days next preceding the Redemption Date.

**Section 14. Accrual of Interest on Series 2017 Warrants.** All Series 2017 Warrants issued prior to May 1, 2017, in exchange for Series 2017 Warrants initially delivered, shall bear interest from the date of the Series 2017 Warrants, and all Series 2017 Warrants issued on or after May 1, 2017, shall bear interest from the May 1 or November 1, as the case may be, next preceding the date of its registration and delivery unless (a) such date of registration and delivery is a May 1 or November 1, in which event such Series 2017 Warrant shall bear interest from the date of its registration and delivery, or (b) at the time of such registration and delivery the Borrower is in default in the payment of interest on the Warrant in lieu of which such new Series 2017 Warrant is issued, in which event such new Series 2017 Warrant shall bear interest from the last Interest Payment Date to which interest has previously been paid or made available for payment on the Series 2017 Warrant in lieu of which such new Series 2017 Warrant is issued. The preceding provision shall be construed to the end that the issuance of a Series 2017 Warrant shall not affect any gain or loss in interest to the Holder thereof.

**Section 15. Persons to Whom Payment of Interest on Series 2017 Warrants Is to Be Made.** Interest on the Series 2017 Warrants shall, except as provided in the next succeeding paragraph of this Section 15, be payable in lawful money of the United States of America by check or draft mailed by the Depository to the Holders of the Series 2017 Warrants at the addresses shown on the registry books of the Depository pertaining to the Series 2017 Warrants as of the close of business on the Record Date next preceding the Interest Payment Date.

Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to the Holder of the Series 2017 Warrants solely by reason of such Holder having been the Holder on the Record Date next preceding the Interest Payment Date on which such interest became due and payable, but shall be payable by the Depository as follows:

- (a) Not less than ten (10) days following receipt by the Depository of immediately available funds in an amount sufficient to enable the Depository to pay all Overdue Interest, the Depository shall fix an Overdue Interest Payment Date for payment of such Overdue Interest.

(b) Such Overdue Interest Payment Date fixed by the Depository shall be a date not more than twenty (20) days following the expiration of the period described in the foregoing subparagraph (a).

(c) Overdue Interest shall be paid by check or draft mailed by the Depository to the persons in whose names the Series 2017 Warrants were registered in the registry books of the Depository pertaining to the Series 2017 Warrants on the Overdue Interest Payment Date.

Payment of Overdue Interest in the manner herein prescribed to the persons in whose names the Series 2017 Warrants were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

**Section 16. Persons Deemed Owners of Series 2017 Warrants.** The Borrower and the Depository may deem and treat the person in whose name a Series 2017 Warrant is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name a Series 2017 Warrant is so registered, shall to the extent thereof fully discharge and satisfy all liability for the same.

**Section 17. Cancellation of Warrants.** The Depository shall forthwith cancel all Series 2017 Warrants which have been paid by it, whether by maturity, redemption or otherwise, and shall destroy such Series 2017 Warrants and deliver a certificate to that effect to the Borrower.

**Section 18. Sale of Series 2017 Warrants.** The execution and delivery by the Mayor of a Purchase Contract between the Borrower and the Underwriter in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit I to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance), is hereby ratified and confirmed. The Series 2017 Warrants are hereby awarded and sold to the Underwriter in accordance with the terms and conditions set forth in said Purchase Contract, at and for a purchase price equal to \$1,882,626.15 (which reflects an underwriting discount of \$28,200 and a net original issue premium of \$30,826.15).

**Section 19. Ratification of Preliminary Official Statement.** The action of the Underwriter in circulating a Preliminary Official Statement with respect to the Series 2017 Warrants, in the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit II to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance) is hereby ratified and confirmed.

**Section 20. Authorization of Official Statement.** The Mayor is hereby authorized and directed to execute and deliver, on behalf of the Borrower, an Official Statement respecting the Series 2017 Warrants, said official statement to be in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit III to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance).

**Section 21. Authorization of Continuing Disclosure Agreement.** The Mayor is hereby authorized and directed to execute and deliver, on behalf of the Borrower, a Continuing Disclosure Agreement for the benefit of the beneficial owners of the Series 2017 Warrants, in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit IV to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance), and the City Clerk is hereby authorized and directed to affix to the said Continuing Disclosure Agreement the seal of the Borrower and to attest the same. The said Continuing Disclosure Agreement is to be entered into contemporaneously with the issuance of the Series 2017 Warrants in order to assist the Underwriter of the Series 2017 Warrants in complying with Rule 15c2-12 of the Securities and Exchange Commission. The rights of enforcement under the said Continuing Disclosure Agreement shall be as provided therein, and in no event shall a default by the Borrower thereunder constitute a default hereunder.

**Section 22. Authorization of Related Documents and Actions.** The Mayor, the Mayor Pro Tem, the City Clerk and all other officers of the Borrower are hereby authorized and directed to execute, seal, attest and deliver such other documents and certificates and to take such other actions on behalf of the Borrower as may be necessary to consummate the sale and issuance of the Series 2017 Warrants and to carry out fully the transactions contemplated by this Ordinance.

**Section 23. Provisions for Payment at Par.** Each bank at which the Series 2017 Warrants shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holders of the Series 2017 Warrants that it will make, out of the funds supplied to it for that purpose, all remittances of principal, interest and premium, if any, on the Series 2017 Warrants

in bankable funds at par without any deduction for exchange or other costs, fees or expenses. The Borrower agrees with the Holders of the Series 2017 Warrants that it will pay all charges for fees and expenses which may be made by such bank in the making of remittances in bankable funds of the principal of and interest on any of the Series 2017 Warrants.

**Section 24. Refunding of Refunded Series 2009 Warrants and Series 2011 Warrants.** In order to provide (a) for the payment of the interest maturing with respect to the Refunded Series 2009 Warrants on and before November 1, 2017, and the principal of the Refunded Series 2009 Warrants maturing on November 1, 2017, (b) for the payment of the principal and interest maturing or subject to mandatory redemption with respect to the Series 2011 Warrants on and before November 1, 2020, and (c) for the payment of the redemption price payable on November 1, 2020, with respect to those of the Series 2011 Warrants maturing in 2021 and thereafter:

(a) Simultaneously with the delivery of the Series 2017 Warrants to the Underwriter, the Mayor is hereby authorized and directed to execute and deliver for and in the name and behalf of the Borrower, an Escrow Trust Agreement between the Borrower and the Depository, in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached to the minutes of such meeting as Exhibit V thereto and which is hereby adopted in all respects as if set out in full in this ordinance), and the City Clerk is hereby authorized and directed to affix the seal of the Borrower to said Escrow Trust Agreement and to attest the same.

(b) The Borrower calls for redemption on November 1, 2020, all of the Series 2011 Warrants maturing in 2021 and thereafter. The Depository is hereby authorized and directed to effect the redemption on November 1, 2020, of those of the 2011 Warrants maturing in 2021 and thereafter, in the manner provided in the 2009 Ordinance.

**Section 25. Designation Under Section 265 of the Code.** The Borrower hereby designates the Series 2017 Warrants as "qualified tax-exempt obligations" for purposes of paragraph (b)(3)(A) of Section 265 of the Code and, in connection therewith and after due investigation and consideration, finds, determines and declares that the amount of tax-exempt obligations (other than "private activity bonds") that, during the calendar year in which the Series 2017 Warrants will be issued, will have been issued by the Borrower (and its subordinate entities) and the reasonably anticipated amount of tax-exempt obligations (other than "private activity bonds") that will be issued by the Borrower and by its subordinate entities during the calendar year in which the Series 2017 Warrants will be issued will not exceed the sum of \$10,000,000.

**Section 26. Concerning the Insurance Policy.** The following provisions shall govern the Series 2017 Warrants anything in this Ordinance to the contrary notwithstanding:

(a) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Reserve Fund. Notwithstanding anything to the contrary set forth in this Ordinance, amounts on deposit in the Reserve Fund shall be applied solely to the payment of debt service due on the Warrants.

(b) The Insurer shall be deemed to be the sole holder of the Series 2017 Warrants for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2017 Warrants insured by it are entitled to take pursuant to the sections of this Ordinance pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Depository. In furtherance thereof and as a term of this Ordinance and each Series 2017 Warrant, the Depository and each Holder of Series 2017 Warrants appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Borrower under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedes or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Depository and each Holder of Series 2017 Warrants delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Depository and each such Holder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Holders of the Series 2017 Warrants shall expressly include mandamus.

(c) The maturity of the Series 2017 Warrants shall not be accelerated without the consent of the Insurer and in the event the maturity of the Series 2017 Warrants is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued on such principal to the date of acceleration (to the extent unpaid by the Borrower) and the Depository shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Series 2017 Warrants shall be fully discharged.

(d) The Insurer shall be a third party beneficiary of this Ordinance.

(e) Any amendment, supplement, modification to, or waiver of, this Ordinance or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Holders of the Series 2017 Warrants or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(f) The rights granted to the Insurer under this Ordinance or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Holders of the Series 2017 Warrants and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Holders or any other person is required in addition to the consent of the Insurer.

(g) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of this Ordinance and the Series 2017 Warrants relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Borrower in accordance with this Ordinance. This Ordinance shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(h) Claims Upon the Insurance Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Depository, after making all transfers and deposits required under this Ordinance, moneys sufficient to pay the principal of and interest on the Series 2017 Warrants due on such Payment Date, the Depository shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2017 Warrants due on such Payment Date, the Depository shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2017 Warrants and the amount required to pay principal of the Series 2017 Warrants, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 Noon, New York City time, on such second Business Day by filing in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Depository shall designate any portion of payment of principal on Series 2017 Warrants paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2017 Warrants registered to the then current Holder, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2017 Warrant to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Depository's failure to so designate any payment or issue any replacement Series 2017 Warrant shall have no effect on the amount of principal or interest payable by the Insurer on any Series 2017 Warrant or the subrogation rights of the Insurer.

The Depository shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2017 Warrant. The

Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Depository.

Upon payment of a claim under the Insurance Policy, the Depository shall establish a separate special purpose trust account for the benefit of Holders referred to herein as the "Policy Payments Account" and over which the Depository shall have exclusive control and sole right of withdrawal. The Depository shall receive any amount paid under the Insurance Policy in trust on behalf of Holders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Depository to Holders in the same manner as principal and interest payments are to be made with respect to the Series 2017 Warrants under the sections hereof regarding payment of Series 2017 Warrants. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Borrower agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus three percent (3%), and (ii) the then applicable highest rate of interest on the Series 2017 Warrants and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

Funds held in the Policy Payments Account shall not be invested by the Depository and may not be applied to satisfy any costs, expenses or liabilities of the Depository. Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Insurer.

(i) The Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2017 Warrants, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Borrower to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(j) The Borrower shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under this Ordinance or any other Related Document or otherwise afforded by law or equity; (iii) any amendment, waiver or other action with respect to, or related to, this Ordinance or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Ordinance or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Ordinance or any other Related Document.

(k) After payment of reasonable expenses of the Depository, the application of funds realized upon default shall be applied to the payment of expenses of the Borrower or rebate only after the payment of past due and current debt service on the Series 2017 Warrants and amounts required to restore the Reserve Fund to the Maximum Required Reserve.

(l) The Insurer shall be entitled to pay principal or interest on the Series 2017 Warrants that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Borrower (as such terms are defined in the Insurance Policy) and any amounts due on the Series 2017 Warrants as a result of acceleration of the maturity thereof in accordance with this Ordinance, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.



(m) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. 218115-N, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(n) The Insurer shall be provided with the following information by the Borrower:

(i) Annual audited financial statements within 180 days after the end of the Borrower's fiscal year with respect to the System (together with a certification of the Borrower that it is not aware of any default or Event of Default under the Authorizing Ordinance), and the Borrower's annual budget for the System within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (1) withdrawals of amounts in excess of the Maximum Required Reserve and (2) withdrawals in connection with a refunding of Series 2017 Warrants;

(iii) Notice of any default known to the Depository or the Borrower within five Business Days after knowledge thereof;

(iv) Prior notice of the advance refunding or redemption of any of the Series 2017 Warrants, including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation or removal of the Depository and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any proceeding by or against the Borrower commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2017 Warrants;

(viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(ix) All reports, notices and correspondence to be delivered to Holders of the Series 2017 Warrants under the terms of the Related Documents.

In addition, to the extent that the Borrower has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Series 2017 Warrants, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such information.

(o) The Insurer shall have the right to receive such additional information as it may reasonably request.

(p) The Borrower will permit the Insurer to discuss the affairs, finances and accounts of the Borrower or any information the Insurer may reasonably request regarding the security for the Series 2017 Warrants with appropriate officers of the Borrower and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Borrower on any business day upon reasonable prior notice.

(q) The Borrower shall notify the Insurer of any failure of the Borrower to provide notices, certificates and other information under the Related Documents.

(r) Notwithstanding satisfaction of the other conditions to the issuance of Additional Warrants set forth in this Ordinance, no such issuance may occur (i) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (ii) unless the Reserve Fund is fully funded at the Maximum Required Reserve

(including the proposed issue) upon the issuance of such Additional Warrants, in either case unless otherwise permitted by the Insurer.

(s) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Ordinance would adversely affect the security for the Series 2017 Warrants or the rights of the Holders, the Depository shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

(t) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Series 2017 Warrants may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(u) Any interest rate exchange agreement ("Swap Agreement") entered into by the Borrower with respect to the Net System Revenues shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (a) assets then held, or (b) debt then outstanding, or (iii) debt reasonably expected to be issued within the next twelve (12) months, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the Insurer, any uninsured net settlement, breakage or other termination amount then in effect shall be subordinate to debt service on the Series 2017 Warrants and on any debt on parity with the Series 2017 Warrants. The Borrower shall not terminate a Swap Agreement unless it demonstrates to the satisfaction of the Insurer prior to the payment of any such termination amount that such payment will not cause the Borrower to be in default under the Related Documents, including but not limited to, any monetary obligations thereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at least "A-" and "A3" by Standard & Poor's ("S&P") and Moody's Investors Service ("Moody's"). If the counterparty or guarantor's rating falls below "A-" or "A3" by either S&P or Moody's, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement, which credit support annex shall be acceptable to the Insurer. If the counterparty or the guarantor's long term unsecured rating falls below "Baa1" or "BBB+" by either Moody's or S&P, a replacement counterparty or guarantor, acceptable to the Insurer, shall be required.

**Section 27. Creation of Contract.** The provisions of this Ordinance shall constitute a contract between the Borrower and each Holder of the Series 2017 Warrants.

**Section 28. Provisions of Ordinance Severable.** The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

**Section 29.** Confirmation of Authorizing Ordinance. All the terms, covenants and conditions of the 2009 Ordinance, as supplemented and amended by this Ordinance, are hereby in all respects ratified and confirmed, and the 2009 Ordinance as so supplemented and amended shall continue in full force and effect.

**ADOPTED AND APPROVED** this 6<sup>th</sup> day of March, 2017.

ATTEST:

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

\_\_\_\_\_  
Dan Weinrib, City Clerk

Horton moved, and Bryant seconded, a motion to adopt Ordinance No. 1095. Upon roll call, the vote thereon was as follows:



AYES: Councilors Anderson, Bryant, Fields, Horton & Matthews; and Mayor Tuck  
NAYS: NONE

Whereupon, Horton moved & Bryant seconded a motion for unanimous consent to add Resolution No. 8325 to the agenda. Upon roll call, the vote thereon was as follows:

AYES: Councilors Anderson, Bryant, Fields, Horton & Matthews; and Mayor Tuck  
NAYS: NONE

Whereupon, Anderson introduced the following resolution:

**RESOLUTION NO. 8325**

**A RESOLUTION AUTHORIZING THE MAYOR TO DECLARE FOUR POLICE DEPARTMENT VEHICLES TO BE SURPLUS AND AUTHORIZING THE MAYOR TO SELL, CONVEY OR OTHERWISE DISPOSE OF THE SAME IN ACCORDANCE WITH RESOLUTIONS AND ORDINANCES PERTAINING TO SURPLUS PROPERTY**

**WHEREAS**, the City of Tarrant Police Department has requested that four (4) vehicles be declared surplus, and

**WHEREAS**, these vehicles are no longer of value to the City of Tarrant Police Department.

**BE IT RESOLVED by the City Council of the City of Tarrant, Alabama** while in regular session on Monday, March 6, 2017 at 7:00 p.m. as follows:

**Section 1.** That the Mayor is hereby authorized to declare the following as surplus:

- 2005 Ford Crown Victoria VIN #2FAFP71W25X146626
- 2005 Ford Crown Victoria VIN #2FAFP71W05X146625
- 2003 Ford Crown Victoria VIN #2FAFP71WX3X110695
- 2001 Ford Crown Victoria VIN #2FAFP71W91X113391

**Section 2.** That the Mayor is hereby authorized to sell, convey, or otherwise dispose of the same in accordance with resolutions and ordinances relating to surplus property, thus removing them from the City of Tarrant Police Department inventory.

ADOPTED this the 6<sup>th</sup> day of March, 2017.

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

ATTEST: \_\_\_\_\_  
Dan Weinrib, City Clerk

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

I, Dan Weinrib, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 6th day of March, 2017 while in regular session on Monday, March 6, 2017, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 7th day of March, 2017.

Dan Weinrib, City Clerk

Anderson moved & Bryant seconded a motion to approve Resolution No. 8325. Upon roll call, the vote thereon was as follows:

AYES: Councilors Anderson, Bryant, Fields, Horton & Matthews; and Mayor Tuck

NAYS: NONE

Whereupon, Horton moved & Bryant seconded a motion to approve payments of payroll & expense vouchers by the City and City Electric Department. Upon roll call, the vote thereon was as follows:

AYES: Councilors Anderson, Bryant, Fields, Horton & Matthews; and Mayor Tuck

NAYS: NONE

Whereupon, Horton moved & Bryant seconded for motion to adjourn the meeting. The motion carried unanimously. The meeting adjourned at approximately 7:32 pm.

READ AND APPROVED THIS THE 20TH DAY OF MARCH, 2017

APPROVED: Loydie B. Tuck  
Loycil B. Tuck, Mayor

ATTEST: Dan Weinrib  
Dan Weinrib, City Clerk

TARRANT ELECTRIC VOUCHER LIST 3/06/2017

1-14-17	ALABAMA DEPT OF REV- UTILITY TAX JAN 2017	\$ 28,851.40
2-3A-17	FEDERAL & FICA 2/10/2017	\$ 8,665.70
2-3AA-17	FEDERAL & FICA 2/24/2017	\$ 7,359.86
2-3G-17	AFLAC	\$ 77.04
2-10-17	DEPOSIT REFUND 3/6/2017	\$ 4,083.40
2-13B-17	ALABAMA CHILD SUPPORT PAYMENT CENTER	\$ 265.38
2-17-17	REGIONS EQUIPMENT FINANCE 2013 LINE TRUCK PAYMENT #50	\$ 3,324.97
2-18-17	CLASSIC CAR MOTORING INC, GENERATION PARTNERS	\$ 322.35
2-20B-17	PEOPLES BANK OF AL- PAYMENT ON LINE OF CREDIT	\$ 10,000.00
2-36-17	ALABAMA CHILD SUPPORT PAYMENT CENTER	\$ 265.38
2-37-17	ARMOR SERVICES, INC JAN2017	\$ 210.00
2-38-17	ARMOR SERVICES, INC DEC2016	\$ 240.00
2-39-17	EXCELERON SOFTWARE, LLC	\$ 2,032.60
2-40-17	G & K SERVICES	\$ 228.40
2-41-17	INSITE ENGINEERING	\$ 5,365.07
2-42-17	LASERONE COMMUNICATIONS	\$ 560.00
2-43-17	OFFICE DEPOT	\$ 91.54
2-44-17	RICHARDSON HARDWARE 2/1/2017	\$ 83.85
2-45-17	SCHWAAB, INC.	\$ 60.75
2-46-17	VANGUARD	\$ 1,928.04
2-47-17	ACTON TIRE CO	\$ 208.51
2-48-17	AIRGAS	\$ 36.58
2-49-17	CAPE ELECTRIC SUPPLY	\$ 2,820.90
2-50-17	CINTAS CORPORATION	\$ 24.96
2-51-17	COMPUTER NETWORK, INC - 2ND QUARTER	\$ 540.00
2-52-17	CSA	\$ 4,161.22
2-53-17	FEDEX	\$ 71.59
2-54-17	FIRE SAFE	\$ 351.00
2-55-17	G & K SERVICES	\$350.58
2-56-17	MUNICIPAL WORKERS COMPENSATION FUND - ANNUAL FEE	\$12,201.00
2-57-17	SRET REFUND DEDUCTION OVERAGE 10/7/2016 PAYROLL	\$1,161.17
2-58-17	OFFICE DEPOT	\$193.97
2-59-17	QUALITY PETROLEUM	\$741.41
2-60-17	SOUTHEASTERN TESTING LABORATORY, INC	\$417.45
2-61-17	SOUTHERN GAS AND SUPPLY	\$12.00
2-62-17	VANGUARD	\$1,714.69
2-63-17	VERIZON	\$575.04
3-18-17	CLASSIC CAR MOTORING INC	\$651.85
	NET PAYROLL 1/27/2017	\$18,485.32
	NET PAYROLL 2/10/2017	\$21,130.80
	NET PAYROLL 2/24/2017	\$17,911.16
	TOTAL	\$157,776.93
1-7-17	TVA POWER BILL JAN, 2017 DUE 3/5/2017	\$ 421,269.81

CITY OF TARRANT  
VOUCHER LIST  
MARCH 6, 2017

GENERAL FUND

27406-27453	ACCOUNTS PAYABLE RUN	82,551.30
27454-27481	ACCOUNTS PAYABLE RUN	387,431.60
27482-27502	ACCOUNTS PAYABLE RUN	69,699.51
27503-27528	ACCOUNTS PAYABLE RUN	23,743.12
27529-27536	ACCOUNTS PAYABLE RUN	3,790.00
27537-27560	ACCOUNTS PAYABLE RUN	17,733.05

SALES TAX ACCOUNT

710	CITY OF TARRANT GENERAL FUND	400,000.00
711	VOID	
712	CITY OF TARRANT GENERAL FUND	250,000.00

SALES TAX WARRANT

37	BIRMINGHAM REALTY COMPANY	10,092.89
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E911 ACCOUNT

1	JEFFERSON CO. 911 ECD	8,767.80
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VULCAN CRUSHER RUN

2	TARRANT PINSON VALLEY	7,500.00
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NET PAYROLL

02-10-2017	PAY PERIOD 01-21-2017 to 02-03-2017	76,520.15
02-24-2017	PAY PERIOD 02-02-2017 to 02-17-2017	75,302.51

Date: 2/08/17  
Time: 09:22  
User: SHERRI

CITY OF TARRANT  
Check Register  
File ID: AP16

Fund Control: 01

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27406		1004	VOID-VOID-VOID-VOID	2/07/2017	0.00	Voided Check
27407		1004	AAA ENVIRONMENTAL SERVICES	2/07/2017	403.86 68.63 100.85 15.00 29.00 36.88 120.65 32.85	VESTS/LYSOL EX 01-6302-129 EX 01-6000-124 EX 01-6302-129 EX 01-6302-124 EX 01-6302-129 EX 01-6000-124 EX 01-6302-129
27408		1009	ACTION TIRE CO.	2/07/2017	971.39 182.08 45.17 744.14	TIRES EX 01-6302-122 EX 01-6302-122 EX 01-6302-122
27409		1099	AFLAC	2/07/2017	1,404.71 1,404.71	FEBRUARY 2017 REMITTANCE EX 01-2038-000
27410		1045	ALABAMA GAS CORPORATION	2/07/2017	2,288.79 1,108.05 393.55 393.56 7.90 7.90 377.83	PARK JANUARY 2017 EX 01-6602-150 EX 01-6101-150 EX 01-6102-150 EX 01-6101-150 EX 01-6102-150 EX 01-6302-150
27411		2121	ALLSTAR SERVICES LLC	2/07/2017	3,362.00 3,362.00	 EX 01-6602-141
27412		2460	ALSCO - BIRMINGHAM	2/07/2017	64.68 31.84 32.84	DUST MOPS EX 01-6000-124 EX 01-6000-141
27413		1036	ANNE MARIE ADAMS, CLERK	2/07/2017	254.66 254.66	JOLLY, TRAVIS JANUARY 2017 EX 01-2024-000
27414		1931	APCO EMPLOYEES CREDIT UNION	2/07/2017	200.00 200.00	DEDUCTIONS THRU FEBRUARY 3, 20 EX 01-2037-000
27415		2019	AUTOZONE	2/07/2017	50.00 50.00	DISEL EXHAUST EX 01-6302-122
27416		2403	AYCOCK, MIKE	2/07/2017	420.00 420.00	DISPATCH JANUARY 21 - FEBRUARY EX 01-6101-119

Fund Control: 01

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27417		2331	BANCORPSOUTH EQUIPMENT FINANCE	2/07/2017	2,101.04 39.36 2,061.68	FEBRUARY 2017 REMITTANCE EX 01-6302-410 EX 01-6302-420
27418		1017	BIRMINGHAM WATER WORKS	2/07/2017	269.33 51.73 51.81 25.56 48.42 91.81	1126 FORD AVENUE JANUARY 2017 EX 01-6000-150 EX 01-6602-150 EX 01-6602-193 EX 01-6102-150 EX 01-6602-194
27419		1074	CINTAS FIRST AID	2/07/2017	98.74 98.74	FIRST AID EX 01-6302-129
27420		1015	COWIN EQUIPMENT COMPANY, INC.	2/07/2017	97.50 64.68 32.82	 EX 01-6302-129 EX 01-6302-129
27421		1989	DELL FINANCIAL SERVICES	2/07/2017	419.93 419.93	 EX 01-6603-223
27422		1029	EMPLOYEE ASSISTANCE SERVICES	2/07/2017	128.58 21.43 21.43 21.43 21.43 21.43 21.43	JANUARY 2017 OUNSELING SERVICE EX 01-6000-171 EX 01-6101-171 EX 01-6102-171 EX 01-6302-171 EX 01-6602-171 EX 01-6603-171
27423		1067	EXPRESS OIL CHANGE LLC	2/07/2017	128.97 37.99 37.99 52.99	FULL SERVICE OIL CHANGE EX 01-6101-144 EX 01-6101-144 EX 01-6101-144
27424		1245	GALLS	2/07/2017	221.00 126.00 95.00	PANTS - SWEATMAN, LYNN EX 01-6102-113 EX 01-6101-113
27425		1090	HAND ARENDALL, L.L.C.	2/07/2017	640.00 320.00 320.00	GOLDMAN RETAINER - FEBRUARY 20 EX 01-6000-111 EX 01-6000-111
27426		1240	J.T. SMALLWOOD, TAX COLLECTOR	2/07/2017	1,467.40 1,467.40	23 00 05 2 001 003.019 EX 01-6000-163

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27427		1619	LEGALSHIELD	2/07/2017	33.90 33.90	EX 01-2043-000
27428		1279	LOCAL GOVERNMENT CORPORATION	2/07/2017	45,315.00 3,786.00 7,915.00 14,803.00 7,229.00 1,392.00 464.00 9,726.00	FEBRUARY 2017 REMITTANCE EX 01-6000-106 EX 01-6102-106 EX 01-6101-106 EX 01-6302-106 EX 01-6602-106 EX 01-6603-106 EX 01-2026-000
27429		1262	LOWE'S	2/07/2017	1,582.24 1,207.95 374.29	DECEMBER 2016 REMITTANCE EX 01-6602-141 EX 01-6602-141
27430		1136	MUNICIPAL AND COMMERCIAL	2/07/2017	100.00 100.00	EX 01-6101-113
27431		1065	NORTHEAST ALABAMA LAW	2/07/2017	6,867.00 6,867.00	RECRUIT - ARMSTRONG/BUTLER/WEL EX 01-6101-170
27432		1319	VOID-VOID-VOID-VOID	2/07/2017	0.00	Voided Check
27433		1319	O'REILLY AUTO PARTS	2/07/2017	135.18 17.99 5.30 6.29 3.49 53.66 5.99 19.99 22.47	WHEEL CHOCK EX 01-6102-146 EX 01-6302-129 EX 01-6302-129 EX 01-6102-146 EX 01-6102-146 EX 01-6102-146 EX 01-6102-146 EX 01-6102-146
27434		2679	PERSONNEL BOARD	2/07/2017	50.00 50.00	ONE DAY PROFESSIONAL SPEAKING EX 01-6102-170
27435		1105	PROTECTIVE LIFE INSURANCE CO	2/07/2017	39.00 19.50 19.50	EX 01-2038-000 EX 01-2038-000
27436		1077	QUILL	2/07/2017	574.60 143.99 349.99 80.62	HP LASERJET CC364A BLACK CARTR EX 01-6000-121 EX 01-6000-121 EX 01-6302-121

Fund Control: 01

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27437		1049	RICHARDSON HARDWARE COMPANY	2/07/2017	522.69 54.00 468.69	ADMINISTRATION JANUARY 2017 EX 01-6000-141 EX 01-6302-129
27438		2211	RICKELS, JASON E.	2/07/2017	718.48 718.48	2017 FIRE CHIEFS CONFERENCE EX 01-6102-170
27439		1232	RUBBER & SPECIALTIES, INC.	2/07/2017	15.30 10.49 4.81	 EX 01-6302-129 EX 01-6302-129
27440		1161	SAM'S CLUB/SYNCHRONY BANK	2/07/2017	195.03 195.03	 EX 01-6102-129
27441		1016	SEWER AND WATER BILL	2/07/2017	2,130.42 637.50 305.07 305.08 146.33 146.39 590.05	CITY HALL JANUARY 2017 EX 01-6000-150 EX 01-6101-150 EX 01-6102-150 EX 01-6603-150 EX 01-6602-150 EX 01-6302-150
27442		2455	SOUTHEASTERN EMERGENCY	2/07/2017	617.24 170.14 410.00 37.10	 EX 01-6102-201 EX 01-6102-201 EX 01-6102-201
27443		1151	SOUTHERNLINC WIRELESS	2/07/2017	30.89 30.89	 EX 01-6101-161
27444		1098	STERICYCLE, INC.	2/07/2017	339.15 339.15	FEBRUARY 2017 EX 01-6102-148
27445		2173	SWANN, MICHAEL	2/07/2017	21.34 21.34	DECEMBER 2016 EX 01-6000-150
27446		1118	TERMINIX	2/07/2017	60.00 60.00	PEST CONTROL EX 01-6302-148
27447		1327	TUCK, LOXCIL	2/07/2017	65.88 65.88	 EX 01-6000-122
27448		1021	VERIZON WIRELESS	2/07/2017	423.66 320.28 103.38	 EX 01-6101-161 EX 01-6102-161



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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27449		1505	WARD & WILSON, M.L.C.	2/07/2017	1,671.88	FEBRUARY 2017 REMITTANCE
					1,671.88	EX 01-6000-117
27450		1087	WESTWOOD AUTO PARTS, INC.	2/07/2017	57.80	CLEARPLUS WINDS
					25.90	EX 01-6101-144
					31.90	EX 01-6101-144
			Number Of Checks:	45		
			Total Check Amount:	75,559.26		

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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27451		1571	DUNN CONSTRUCTION CO., INC.	2/07/2017	1,530.26	
					183.89	EX 12-6202-225
					612.23	EX 12-6202-225
					71.00	EX 12-6202-225
					663.14	EX 12-6202-225

Number Of Checks: 1  
Total Check Amount: 1,530.26

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Time: 09:22  
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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27452		2493	FOOD OUTLET #69	2/07/2017	171.78	
					160.98	EX 20-6200-126
					10.80	EX 01-6101-121
Number Of Checks:				1		
Total Check Amount:				171.78		

Date: 2/08/2017  
Time: 09:22  
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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27453		1090	HAND ARENDALL, L.L.C.	2/07/2017	4,290.00	ID: 25131-219564
					150.00	EX 24-6904-332
					4,140.00	EX 24-6904-332
			Number Of Checks:	1		
			Total Check Amount:	4,290.00		
** Final Totals **			Number Of Checks:	48		
			Total Check Amount:	82,551.30		

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27454		1004	AAA ENVIRONMENTAL SERVICES	2/09/2017	36.82 36.82	VESTS EX 01-6302-129
27455		1106	CARR, RIGGS, & INGRAM LLC	2/09/2017	8,000.00 8,000.00	JANUARY 2017 EX 01-6000-112
27456		1015	COWIN EQUIPMENT COMPANY, INC.	2/09/2017	64.68 64.68	EX 01-6302-129
27457		2675	DECKS & MORE	2/09/2017	3,200.00 3,200.00	WALL ON STAGE - MATERIALS AND EX 01-6602-141
27458		1245	GALLS	2/09/2017	122.37 82.19 40.18	SHIRTS EX 01-6102-113 EX 01-6102-113
27459		2606	INSITE ENGINEERING	2/09/2017	10,730.14 10,625.64 104.50	THOMASON AVENUE CULVERT REPL EX 01-6302-331 EX 01-6302-331
27460		1275	JEFFERSON COUNTY LIBRARY	2/09/2017	1,502.16 172.67 1,329.49	2017 CYBRARIAN ANNUAL BILLING EX 01-6603-223 EX 01-6603-223
27461		2526	JONES, KENNETH	2/09/2017	130.18 130.18	REFUND RETIREMENT PAYDATE 02-1 EX 01-2031-000
27462		2051	JUNEAU, LYNN	2/09/2017	300.00 300.00	2017 GFOAA 33RD ANNUAL CONFERE EX 01-6000-170
27463		2593	LAND TITLE COMPANY OF ALABAMA	2/09/2017	350.00 350.00	EX 01-6302-245
27464		1844	LIBERTY NATIONAL	2/09/2017	1,088.82 1,088.82	FEBRUARY 2017 REMITTANCE EX 01-2038-000
27465		1024	NEXAIR, LLC	2/09/2017	43.67 43.67	HIGH PRESSURE OXYGEN / CYLINDE EX 01-6102-148
27466		1319	O'REILLY AUTO PARTS	2/09/2017	29.75 7.67 15.34 6.74	WIPER BLADE EX 01-6101-144 EX 01-6101-144 EX 01-6101-144

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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27467		1031	PEOPLES FIRST FEDERAL	2/09/2017	820.00 820.00	DEDUCTIONS THRU FEBRUARY 3, 20 EX 01-2037-000
27468		2588	PRESCOTT HOUSE	2/09/2017	2,000.00 2,000.00	2017 APPROPRIATION EX 01-6900-516
27469		2150	QUALITY PETROLEUM	2/09/2017	3,245.78 900.46 2,246.67 98.65	JANUARY 2017 REMITTANCE EX 01-6102-122 EX 01-6302-122 EX 01-6602-122
27470		2538	REGIONS COMMERCIAL BANKCARD	2/09/2017	112.00 112.00	EX 01-6101-148
27471		1115	REVENUE DISCOVERY SYSTEMS-RDS	2/09/2017	6,551.26 923.37 17.50 2,522.64 3,035.02 52.73	SALES TAX/OCC TAX/RENTAL/BUS L EX 01-6000-523 EX 01-6000-524 EX 01-6000-525 EX 01-6000-526 EX 01-6000-528
27472		1049	RICHARDSON HARDWARE COMPANY	2/09/2017	43.77 43.77	FIRE JANUARY 2017 EX 01-6102-141
27473		1161	SAM'S CLUB/SYNCHRONY BANK	2/09/2017	602.93 602.93	POLICE DEPARTMENT JANUARY 201 EX 01-6101-207
27474		2676	SIRENNET.COM	2/09/2017	325.68 325.68	EX 01-6102-330
27475		1166	TARRANT BOARD OF EDUCATION	2/09/2017	278,269.45 263,898.71 1,830.40 8,977.15 2,328.17 1,235.02	JANUARY 2017 REMITTANCE EX 01-6700-902 EX 01-6700-904 EX 01-6700-907 EX 01-6700-900 EX 01-6700-903
27476		1096	TARRANT ELECTRIC DEPARTMENT	2/09/2017	3,221.28 3,221.28	JANUARY 2017 REMITTANCE EX 01-6000-103

Number Of Checks: 23  
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Fund Control: 12

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27477		2606	INSITE ENGINEERING	2/09/2017	10,393.50 10,393.50	GENEVA STREET DITCH REHAB EX 12-6202-331
			Number Of Checks:	1		
			Total Check Amount:	10,393.50		

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Time: 15:36  
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Fund Control: 20

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27478		1102	COLE, ALICIA	2/09/2017	100.00	THRU FEBRUARY 3, 2017
					100.00	EX 20-6200-103
27479		2493	FOOD OUTLET #69	2/09/2017	223.92	PRISONER MEALS
					206.61	EX 20-6200-126
					17.31	EX 20-6200-103
27480		1265	GEORGE, JAMES P. JR.	2/09/2017	100.00	COURT FEBRUARY 7, 2017
					100.00	EX 20-6200-103

Number Of Checks: 3  
Total Check Amount: 423.92



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Time: 15:36  
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Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27481		1701	REGIONS BANK	2/09/2017	55,823.44	FEBRUARY 2017 REMITTANCE
					14,470.83	EX 31-1010-000
					2,240.63	EX 32-1012-000
					27,756.77	EX 33-1010-000
					11,355.21	EX 34-1010-000
			Number Of Checks:	1		
			Total Check Amount:	55,823.44		
** Final Totals **			Number Of Checks:	28		
			Total Check Amount:	387,431.60		

Date: 2/10/2  
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Fund Control: 01

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27482		1004	AAA ENVIRONMENTAL SERVICES	2/10/2017	168.31 37.63 95.14 35.54	C-500 2 PLY TISSUE EX 01-6603-124 EX 01-6302-129 EX 01-6302-124
27483		1009	ACTION TIRE CO.	2/10/2017	48.50 48.50	FLAT REPAIR EX 01-6302-122
27484		1313	AIRGAS USA, LLC	2/10/2017	276.05 111.75 73.16 91.14	 EX 01-6302-129 EX 01-6302-129 EX 01-6102-201
27485		1561	ANNE MARIE ADAMS	2/10/2017	429.00 214.50 214.50	WATTS DECEMBER 2016 EX 01-2025-000 EX 01-2025-000
27486		2680	ARMSTRONG, TONY E.	2/10/2017	51.99 51.99	REFUND DENTAL INSURANCE EX 01-2028-000
27487		1413	AT & T	2/10/2017	534.70 142.50 392.20	205 841-0575 FEBRUARY 2017 EX 01-6603-223 EX 01-6603-223
27488		1940	BENCHMARK CHRYSLER JEEP DODGE	2/10/2017	37.02 12.34 24.68	AD GASKET EX 01-6101-144 EX 01-6101-144
27489		1033	CITY OF TARRANT	2/10/2017	1,182.83 1,182.83	OCC TAX JANUARY 2017 EX 01-2019-000
27490		1420	COLEMAN, PATRICK	2/10/2017	111.24 111.24	2017 APLS ADMINISTRATORS EX 01-6603-170
27491		1040	EMPLOYEES RETIREMENT SYSTEM	2/10/2017	55,181.79 55,181.79	JANUARY 2017 REMITTANCE EX 01-2031-000
27492		1235	FRONT END ALIGNMENT CENTER	2/10/2017	480.00 480.00	 EX 01-6302-144
27493		2525	GREATER BIRMINGHAM	2/10/2017	1,210.58 1,210.58	ANIMAL CONTROL EX 01-6302-192
27494		2646	MCKEE, TRAVIS	2/10/2017	51.99 51.99	REFUND DENTAL INSURANCE EX 01-2028-000

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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27495		1041	PEIRAF-DEFERRED COMPENSATION	2/10/2017	2,242.00 2,242.00	JANUARY 2017 REMITTANCE EX 01-2044-000
27496		1031	PEOPLES FIRST FEDERAL	2/10/2017	2,722.99 52.42 1,351.43 50.47 1,268.67	EX 01-6101-410 EX 01-6101-420 EX 01-6302-410 EX 01-6302-420
27497		2480	QUALITY FIRE TRUCK PARTS LLC	2/10/2017	371.43 371.43	EX 01-6102-146
27498		1191	STONE & SONS ELECTRICAL CONT.	2/10/2017	200.00 200.00	EX 01-6302-153
27499		1021	VERIZON WIRELESS	2/10/2017	336.59 336.59	EX 01-6101-161

Number Of Checks: 18  
Total Check Amount: 65,637.01

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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27500		1102	COLE, ALICIA	2/10/2017	20.00	INTERPRETER THRU FEBRUARY 3, 2
					20.00	EX 20-6200-103
27501		2589	HARBISON LOCK & KEY, INC.	2/10/2017	215.00	
					215.00	EX 20-6200-142
Number Of Checks:			2			
Total Check Amount:			235.00			

Fund Control: 24

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27502	1549	GOODWYN, MILLS AND CAWOOD, INC		2/10/2017	3,827.50 3,827.50	EX 24-6904-331
			Number Of Checks:	1		
			Total Check Amount:	3,827.50		
** Final Totals **			Number Of Checks:	21		
			Total Check Amount:	69,699.51		

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Fund Control: 01

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27503		1084	ALABAMA FIRE COLLEGE	2/20/2017	572.00 340.00 232.00	FIRE CHIEF 1/31/2017-2/3/2017 EX 01-6102-170 EX 01-6102-170
27504		1013	ALABAMA POWER	2/20/2017	386.07 386.07	EX 01-6000-151
27505		1931	APCO EMPLOYEES CREDIT UNION	2/20/2017	200.00 200.00	DEDUCTIONS THRU FEBRUARY 17, 2 EX 01-2037-000
27506		2019	AUTOZONE	2/20/2017	142.33 10.00 21.98 44.23 14.62 51.50	ANTIFREEZE EX 01-6101-144 EX 01-6302-129 EX 01-6302-129 EX 01-6302-129 EX 01-6302-122
27507		2403	AYCOCK, MIKE	2/20/2017	480.00 480.00	DISPATCH FEBRUARY 11-19, 2017 EX 01-6101-119
27508		2542	B & B POLICE TRAINING, LLC	2/20/2017	4,000.00 4,000.00	2017 APOST TRAINING EX 01-6101-170
27509		1074	CINTAS FIRST AID	2/20/2017	98.80 98.80	FIRST AID EX 01-6302-129
27510		1420	COLEMAN, PATRICK	2/20/2017	185.99 185.99	HP TOWER EX 01-6603-223
27511		1022	GENUINE PARTS COMPANY	2/20/2017	265.12 106.11 76.08 82.93	IGN/COIL EX 01-6101-144 EX 01-6101-144 EX 01-6101-144
27512		2606	INSITE ENGINEERING	2/20/2017	1,282.32 1,282.32	EX 01-6302-114
27513		1140	MAILFINANCE	2/20/2017	62.88 62.88	EX 01-6000-148
27514		1097	MCPHERSON ALABAMA TAX EXEMPT	2/20/2017	2,204.07 2,204.07	EX 01-6101-122
27515		1319	O'REILLY AUTO PARTS	2/20/2017	87.88 87.88	BATTERY EX 01-6302-129

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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27516		1077	QUILL	2/20/2017	228.48 157.56 70.92	OFFICE SUPPLIES EX 01-6101-121 EX 01-6101-121
27517		2455	SOUTHEASTERN EMERGENCY	2/20/2017	18.41 18.41	SUCTION CANISTER EX 01-6102-202
27518		1981	TECHNOLOGY CAPITAL LLP	2/20/2017	212.10 212.10	EX 01-6000-143
27519		2334	WELLS FARGO FINANCIAL LEASING	2/20/2017	128.44 128.44	EX 01-6603-143
27520		1069	WORKFORCEQA	2/20/2017	1,172.00 1,022.00 150.00	JANUARY 2017 DRUG TESTING EX 01-6101-171 EX 01-6302-171
27521		1309	WORLD TRANSMISSION SPECIALIST	2/20/2017	1,150.00 1,150.00	EX 01-6101-144

Number Of Checks: 19  
Total Check Amount: 12,876.89

Date: 2/20/2017  
Time: 16:40  
User: SHERRI

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Fund Control: 10

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27522		2322	DISTRICT ATTY SOLICITORS FUND	2/20/2017	1,641.00 1,641.00	JANUARY 2017 REMITTANCE EX 10-2055-000
27523		1157	VOID-VOID-VOID-VOID	2/20/2017	0.00	Voided Check
27524		1157	FINANCE DEPARTMENT, STATE	2/20/2017	7,186.24 169.00 2,155.50 221.50 620.50 815.00 95.00 1,070.50 158.50 302.00 1,048.00 286.50 120.00 31.44 62.80 30.00	JANUARY 2017 REMITTANCE EX 10-2036-000 EX 10-2030-000 EX 10-2045-000 EX 10-2034-000 EX 10-2032-000 EX 10-2053-000 EX 10-2043-000 EX 10-2046-000 EX 10-2047-000 EX 10-2048-000 EX 10-2049-000 EX 10-2050-000 EX 10-2062-000 EX 10-2061-000 EX 10-2063-000
27525		1154	LEGAL AID SOCIETY	2/20/2017	1,500.00 1,500.00	JANUARY 2017 REMITTANCE EX 10-2036-000

Number Of Checks: 4  
Total Check Amount: 10,327.24



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Time: 16:40  
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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27526		1102	COLE, ALICIA	2/20/2017	80.00 80.00	DEDUCTIONS THRU FEBRUARY 17, 2 EX 20-6200-103
27527		1265	GEORGE, JAMES P. JR.	2/20/2017	110.00 110.00	COURT FEBRUARY 14, 2017 EX 20-6200-103
27528		1077	QUILL	2/20/2017	348.99 348.99	EX 20-6200-129
			Number Of Checks:	3		
			Total Check Amount:	538.99		
** Final Totals **			Number Of Checks:	26		
			Total Check Amount:	23,743.12		

Date: 2/23/1  
Time: 12:31  
User: SHERRI

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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27529		1413	AT & T	2/23/2017	967.87 547.95 419.92	205 849-2806 238 0540 FEBRUARY EX 01-6000-161 EX 01-1500-000
27530		2045	PARKER, RICHARD	2/23/2017	804.54 804.54	INSPECTIONS FEBRUARY 2017 EX 01-6000-119
27531		1031	PEOPLES FIRST FEDERAL	2/23/2017	820.00 820.00	DEDUCTIONS THRU FEBRUARY 17, 2 EX 01-2037-000
27532		2480	QUALITY FIRE TRUCK PARTS LLC	2/23/2017	146.76 146.76	EX 01-6102-146
27533		2455	SOUTHEASTERN EMERGENCY	2/23/2017	188.71 188.71	EX 01-6102-202
27534		2682	TARRANT MARATHON	2/23/2017	45.62 45.62	FUEL CHARGED FEBRUARY 17, 2017 EX 01-6101-122

Number Of Checks: 6  
Total Check Amount: 2,973.50

Date: 2/23/2017  
Time: 12:31  
User: SHERRI

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Fund Control: 10

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27535		1158	ALABAMA CRIME VICTIMS COMP COM	2/23/2017	426.50	JANUARY 2017 REMITTANCE
					426.50	EX 10-2039-000
27536		1039	ALABAMA PEACE OFFICERS ANNUITY	2/23/2017	570.00	JANUARY 2017 REMITTANCE
					570.00	EX 10-2029-000

Number Of Checks: 2  
Total Check Amount: 996.50

\*\* Final Totals \*\*

Number Of Checks: 8  
Total Check Amount: 3,970.00

Date: 2/27/17  
Time: 11:56  
User: SHERRI

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Fund Control: 01

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27537		1004	AAA ENVIRONMENTAL SERVICES	2/27/2017	300.95 75.80 79.50 32.85 55.80 57.00	ULTRA SHINE 85 EX 01-6602-141 EX 01-6602-141 EX 01-6602-124 EX 01-6602-124 EX 01-6602-124
27538		1099	AFLAC	2/27/2017	1,404.71 1,404.71	MARCH 2017 REMITTANCE EX 01-2038-000
27539		1123	FASTENAL COMPANY	2/27/2017	8.22 8.22	SPRING PIN EX 01-6602-141
27540		1501	METRO GOALS, INC.	2/27/2017	1,600.00 1,600.00	ELECTRIC MOTORS EX 01-6602-141
27541		2492	NEFF RENTAL LLC	2/27/2017	108.72 108.72	ELECTRIC SCISSOR LIFT EX 01-6602-141
27542		1077	QUILL	2/27/2017	369.33 76.99 86.69 205.65	HP BLK COMBO 4 PK EX 01-6602-211 EX 01-6602-141 EX 01-6101-121
27543		1061	REPUBLIC SERVICES #802	2/27/2017	1,875.78 1,875.78	JANUARY 2017 GARBAGE PICKUP EX 01-6302-155
27544		1049	RICHARDSON HARDWARE COMPANY	2/27/2017	718.51 718.51	PARK JANUARY 2017 EX 01-6602-141
27545		2014	SANTEX ENVIRONMENTAL OF AL LLC	2/27/2017	5,853.94 2,811.39 3,042.55	FEBRUARY 2017 ENVIRONMENTAL CH EX 01-6302-191 EX 01-6302-191
27546		2455	SOUTHEASTERN EMERGENCY	2/27/2017	151.04 151.04	MEDICAL SUPPLIES EX 01-6102-201
27547		1609	SOUTHERN GAS AND SUPPLY, INC.	2/27/2017	100.80 100.80	 EX 01-6602-141
27548		2664	WEINRIB, DANIEL J.	2/27/2017	275.50 275.50	IIMC REGION III FEBRUARY 15-16 EX 01-6000-170
27549		2627	WELLS FARGO VENDOR FIN SERV	2/27/2017	209.68 209.68	KYOCERA COPIER EX 01-6101-133

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Fund Control: 01

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27550		1309	WORLD TRANSMISSION SPECIALIST	2/27/2017	1,150.00 1,150.00	2005 FORD CROWN VICTORIA EX 01-6101-144
			Number Of Checks:	14		
			Total Check Amount:	14,127.18		

Date: 2/27/2017  
Time: 11:56  
User: SHERRI

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Fund Control: 05

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27551		2683	GENGLER, LEAH NICOLE	2/27/2017	38.00 38.00	BOND RETURNED - GENGLER, LEAH EX 05-2052-000
27552		2684	PAYNE, WILLIAM IRVINE	2/27/2017	500.00 500.00	BOND RETURNED - PAYNE, WILLIAM EX 05-2052-000
			Number Of Checks:	2		
			Total Check Amount:	538.00		

Date: 2/27/2  
Time: 11:56  
User: SHERRI

CITY OF TARP  
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Fund Control: 10

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27553		1938	CHIEF FINANCE OFFICER	2/27/2017	109.00 109.00	JANUARY 2017 REMITTANCE EX 10-2054-000
27554		2324	CIRCUIT CLRK JUDICIAL ADM FUND	2/27/2017	264.43 264.43	JANUARY 2017 REMITTANCE EX 10-2057-000
27555		2322	DISTRICT ATTY SOLICITORS FUND	2/27/2017	371.96 371.96	JANUARY 2017 REMITTANCE EX 10-2056-000
27556		2325	PRESIDING CIRCUIT JDG ADM FUND	2/27/2017	265.09 265.09	JANUARY 2017 REMITTANCE EX 10-2057-000
27557		2323	STATE JUDICIAL ADMIN FUND	2/27/2017	1,062.48 1,062.48	JANUARY 2017 REMITTANCE EX 10-2058-000

Number Of Checks: 5  
Total Check Amount: 2,072.96

Date: 2/27/2017  
Time: 11:56  
User: SHERRI

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Fund Control: 20

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
27558		1355	AMERICAN VIDEO & ALARM, INC.	2/27/2017	220.00	EMERGENCY SERVICE CALL
					220.00	EX 20-6200-142
27559		2403	AYCOCK, MIKE	2/27/2017	240.00	COURT FEBRUARY 24, 2017
					240.00	EX 20-6200-103
27560		2493	FOOD OUTLET #69	2/27/2017	534.91	PRISONER MEALS FEBRUARY 15, 2
					159.74	EX 20-6200-103
					375.17	EX 20-6200-126

Number Of Checks: 3  
Total Check Amount: 994.91

\*\* Final Totals \*\*  
Number Of Checks: 24  
Total Check Amount: 17,733.05



Date: 3/03/2  
Time: 10:47  
User: SHERRI

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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
37		2008	BIRMINGHAM REALTY COMPANY	2/28/2017	10,092.89	TAX REBATE 36
					10,092.89	EX 30-6402-520
			Number Of Checks:	1		
			Total Check Amount:	10,092.89		
** Final Totals **			Number Of Checks:	1		
			Total Check Amount:	10,092.89		

Date: 2/15/17  
Time: 15:40  
User: SHERRI

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Fund Control: 40

Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
1		2509	JEFFERSON CO. 911 ECD	2/15/2017	8,767.80 8,767.80	JAN-MAR E911 TELEPHONE SYSTEM EX 40-6600-161
			Number Of Checks:	1		
			Total Check Amount:	8,767.80		
** Final Totals **			Number Of Checks:	1		
			Total Check Amount:	8,767.80		

Date: 2/10/2017  
Time: 14:13  
User: SHERRI

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Check No	Voucher No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
2		2677	TARRANT PINSON VALLEY	2/10/2017	7,500.00 7,500.00	QUARRY CRUSHER FUNDS EX 90-2050-000
		Number Of Checks:	1			
		Total Check Amount:	7,500.00			
** Final Totals **		Number Of Checks:	1			
		Total Check Amount:	7,500.00			