

PRE-COUNCIL MEETING OF THE CITY OF TARRANT, ALABAMA

HELD ON MONDAY, MARCH 21, 2016

The City Council of the City of Tarrant, Alabama met in a regular Pre-council Meeting, on Monday, March 21, 2016 at 6:00 p.m. at City Hall.

The purpose of said meeting was to review the Monday, March 21, 2016 agenda of the 7:00 p.m. regularly scheduled City Council Meeting.

The following officials were present:

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

The following department heads and/or representatives were present:

Patrick Coleman
Ken Jones
Lynn Juneau
Chris O'Rear
James Phillips
Chief Dennis Reno
Chief Jason Rickels
Joe Schmitt
Lillian A. Keith

Also in attendance:

Mr. Randy Jones of Vulcan Materials Company
Mr. David Langner of Vulcan Materials Company
Mr. Alan Lawson of Vulcan Materials Company
Mrs. Gail Hill, Administrative Assistant City of Tarrant

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

There being no other business to discuss, the meeting was adjourned. The Pre-council

Meeting ended at 6:55 p.m.

READ AND APPROVED THIS THE 4TH DAY OF APRIL, 2016.

APPROVED: Loycil B Tuck
LOXCIL B. TUCK, MAYOR

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

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Loxcil B. Tuck	Mayor

The following department heads and/or representatives were present:

Patrick Coleman
Ken Jones
Lynn Juneau
Chris O'Rear
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Chief Dennis Reno
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Also in attendance:

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Mrs. Gail Hill, Administrative Assistant City of Tarrant

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

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

READ AND APPROVED THIS THE 4TH DAY OF APRIL, 2016.

APPROVED: Loxcil B Tuck
LOXCIL B. TUCK, MAYOR

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

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

HELD ON MONDAY, March 21, 2016

The Honorable City Council of the City of Tarrant, Alabama met in regular session, on the 21st day of March, 2016 at 7:00 p.m., in the City Council Chambers at City Hall.

Mayor Loxcil B. Tuck called the meeting to order. Mayor Tuck requested that Attorney Benjamin S. Goldman open the meeting, with prayer. Mayor Tuck asked Chief Jason Rickels to lead the pledge of allegiance.

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

answered present:

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

Mayor Loxcil B. Tuck stated that the Councilmembers had been provided with copies of the following minutes:

City Council Work Session on Monday, March 7, 2016 as amended
Pre-council Meeting held on Monday, March 7, 2016
Regular City Council Meeting held on Monday, March 7, 2016
Special Meeting of the City Council held on Tuesday, March 15, 2016

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

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared the minutes approved and legally adopted.

Mayor Tuck announced that the *Ninth Annual Easter Egg Hunt* would be held on Saturday, March 26, 2016, from 11:00 a.m. through 1:00 p.m., at **Hewitt Park**. Mayor Tuck stated that in the past, 300 to 400 people had attended. Mayor Tuck invited everyone to join in the fun. Mayor Tuck stated that donations and contributions toward the *Easter Egg Hunt*, are welcome.

Mayor Tuck recognized Councilmember and Finance Committee Chairperson Debra Matthews. Councilmember Matthews stated that a Utility Committee Meeting had been held, on Thursday, March 17, 2016. Councilmember Matthews stated the following officials, department

heads and supervisors were in attendance: Councilmember and Chairperson Matthews, Councilmember Anderson, Mayor Pro Tem Horton, Principal Account Lynn Juneau, Department Head Joe Schmitt, Supervisor Octavia Henry and Accountant Beverly Self. Councilmember Matthews explained that the purpose of the meeting had been to discuss the following matters, regarding the Tarrant Electric Department: Tarrant Electric Department Policies and Procedures and the FlexPay Program.

Mayor Tuck gave the following notice, concerning a public hearing:

NOTICE REGARDING A PUBLIC HEARING ASCERTAINING, FIXING AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A LIEN ON PROPERTY IN THE CITY OF TARRANT, ALABAMA AS A RESULT OF THE CITY ORDERING THE DEMOLITION OF THE BUILDING ON THE PROPERTY PURSUANT TO ORDINANCE NO. 1022

WHEREAS, heretofore the City Council of the City of Tarrant, Alabama declared that a building located within the City was unsafe to the extent that it was a public nuisance and ordered the demolition of said building located on the following described property, to wit:

STREET ADDRESS:

1601 & 1603 Woodrow Drive, Tarrant, Alabama 35217

LEGAL DESCRIPTION:

Lot 5, according to the Survey of Tarrant Land Co.'s Resurvey of parts of Blocks 18 & 19 Tarrant Land Co.'s Suburban Farm Division, as recorded in Map Book 14, page 94, in the Probate Office of Jefferson County, Alabama

PARCEL IDENTIFICATION NUMBER:

23-00-04-3-011-004

WHEREAS, the City has completed demolition of said building at the City's expense and the appropriate municipal official has made a report to the Council of said costs.

THEREFORE, you are hereby notified that the Clerk of the City has set the report of costs for a public hearing at a meeting of the Council on April 4, 2016 at 7:00 p.m. whereupon the Council will consider the report of costs attached hereto as Exhibit A and the proposed Resolution attached hereto as Exhibit B.

Witness my hand and seal of office this 21st day of March, 2016.

Lillian A. Keith, Clerk
City of Tarrant, Alabama

1601 & 1603 Woodrow Drive

Exhibit A

Title Search Cost	\$250.00
Lis Pendens Recording Cost	\$43.00
Lis Pendens Certified Mailings Cost	\$56.43
AL Messenger Publication Fee	\$49.45
Notice of Demolition Recording Cost	\$31.00
Notice of Demolition Certified Mailing Cost	\$33.30
Costs of Demolition	\$11,777.08
Less Sale of Salvaged Materials	\$0.00
Final Assessment Recording Cost	\$22.00
Final Assessment Notice Mailings Cost	\$33.30
Administrative Fee	\$500.00
Total	<u>\$12,795.56</u>

Exhibit B

RESOLUTION NO. _____

A RESOLUTION ASCERTAINING, FIXING AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A LIEN ON THE PROPERTY KNOWN AS 1601 & 1603 WOODROW DRIVE, TARRANT, ALABAMA 35217; PARCEL ID# 23-00-04-3-011-004, IN THE CITY OF TARRANT AS A RESULT OF THE CITY OF TARRANT ORDERING THE EMERGENCY REMEDIATION OF A DANGEROUS SITUATION ON THE PROPERTY PURSUANT TO ORDINANCE NO. 1022

WHEREAS, heretofore the City Council of the City of Tarrant, after due and lawful notice was given and a public hearing held in accordance with Ordinance No. 1022, declared that a building located within the City of Tarrant was unsafe to the extent that it was a public nuisance and ordered the demolition of said building located on the following described property, to wit:

STREET ADDRESS:

1601 & 1603 Woodrow Drive, Tarrant, Alabama

LEGAL DESCRIPTION:

Lot 5, according to the Survey of Tarrant Land Co.'s Resurvey of parts of Blocks 18 & 19 Tarrant Land Co.'s Suburban Farm Division, as recorded in Map Book 14, page 94, in the Probate Office of Jefferson County, Alabama

PARCEL IDENTIFICATION NUMBER:

23-00-04-3-011-004

INTERESTED PERSONS:

AR SEVEN, LLC;

JEFFERSON COUNTY SEWER SERVICE OFFICE;
BIRMINGHAM WATER WORKS.

WHEREAS, the City has completed remediation of said situation at the City's expense; and

WHEREAS, the appropriate municipal official has made a report to the City Council of said costs, including the cost of complying with Ordinance No. 1022, the sum of which was \$12,795.56; and

WHEREAS, the City Clerk set the report of costs for a public hearing at a meeting of the City Council on Monday, April 4, 2016, at 7:00 p.m. and gave no less than ten (10) days' notice of the public hearing by first-class mail to all persons or entities listed in Section 4-114(b)(1) of Ordinance No. 1022;

WHEREAS, said public hearing was held by the City Council; and

WHEREAS, it is now the desire of the City Council of the City of Tarrant to fix the costs which it finds were reasonably incurred in connection with the remediation and assess the costs against the previously described land.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 4, 2016 at 7:00 p.m. as follows:

Section 1. That the City Council hereby assesses the sum of \$12,795.56 to be the costs reasonably incurred by the City of Tarrant in connection with the remediation of the situation located on the following described property, to wit:

STREET ADDRESS:

1601 & 1603 Woodrow Drive, Tarrant, Alabama

LEGAL DESCRIPTION:

Lot 5, according to the Survey of Tarrant Land Co.'s Resurvey of parts of Blocks 18 & 19 Tarrant Land Co.'s Suburban Farm Division, as recorded in Map Book 14, page 94, in the Probate Office of Jefferson County, Alabama

PARCEL IDENTIFICATION NUMBER:

23-00-04-3-011-004

INTERESTED PERSONS:

AR SEVEN, LLC;
JEFFERSON COUNTY SEWER SERVICE OFFICE;
BIRMINGHAM WATER WORKS.

Section 2. That the City Clerk be authorized and directed to file a certified copy of this resolution in the offices of the Judge of Probate of Jefferson County, Alabama, Birmingham Division, and the Jefferson County Tax Collector. Upon filing, the Jefferson County Tax Collector shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax and remit the amount to the City.

ADOPTED this April 4, 2016.

APPROVED:

Loxcel B. Tuck, Mayor

-
ATTEST:

Lillian A. Keith, City Clerk

Mayor Tuck stated that a copy of the Public Notice and Exhibits A & B are available for viewing, in the office of the City Clerk.

Councilmember Middlebrooks introduced the following proposed resolution:

RESOLUTION NO. 8196

A RESOLUTION RATIFYING ADDITIONAL FUNDS REQUIRED FOR THE IMPROVEMENT PROJECT AT THE TARRANT PARKS AND RECREATION CENTER

WHEREAS, the City Council authorized an agreement between the City of Tarrant, Alabama and ALLSTAR SERVICES, LLC for the installation and materials for roof improvements at the Tarrant Park & Recreation Facility by Resolution Number 8189 on the 15th day of February, 2016;

WHEREAS, the total cost of said project required additional decking replacement and the emergency roof repair over the girl's restroom;

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, March 21, 2016 at 7:00 p.m. as follows:

Section 1. That the Mayor was authorized to execute an agreement between the City of Tarrant and Allstar Services, LLC for the materials and installation required for necessary roof improvements at the Tarrant Park & Recreation Center facility located at 1232 Faye Drive, Tarrant, Alabama, by Resolution Number 8189 adopted on the 15th day of February, 2016,

Section 2. That said installation and materials exceeded the authorized amount of \$23,762.00. That said project required additional decking replacement, at a cost of \$2,175.00 and shall be paid from Fund Number 50 – Capital Improvements,

Section 3. That an emergency roof repair was necessary at the location of the girl's restroom at the Tarrant Park & Recreation Center. That said cost of roof repair was in the amount of \$2,000.00. Said emergency roof repair shall be paid from Fund 50 – Capital Improvements.

ADOPTED this the 21st day of March, 2016.

APPROVED: _____

LOXCIL B. TUCK, MAYOR

ATTEST: _____

Lillian A. Keith, City Clerk

Whereupon, Councilmember Middlebrooks moved for the adoption of Resolution Number 8196. Motion for the adoption of Resolution Number 8196 was seconded by Councilmember Anderson, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8196 duly and legally adopted.

Mayor Pro Tem Horton introduced the following proposed resolution:

RESOLUTION NO. 8197

A RESOLUTION REAPPOINTING BRUCE GRANT TO THE TARRANT BOARD OF EDUCATION FOR A FIVE YEAR TERM; SAID TERM TO BEGIN JUNE 1, 2016 AND EXPIRE MAY 31, 2021

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, March 21, 2016 at 7:00 p.m. as follows:

Section 1. That Bruce Grant is hereby reappointed to the Tarrant Board of Education for a five year term,

Section 2. That said term shall begin June 1, 2016 and expire May 31, 2021,

Section 3. That a copy of this Resolution be forwarded to the above member and said board, ADOPTED this the 21st day of March, 2016.

APPROVED: _____
Loxcil B. Tuck, Mayor

ATTEST: _____
Lillian A. Keith, City Clerk

Whereupon, Mayor Pro Tem Horton moved for the adoption of Resolution Number 8197. Motion for the adoption of Resolution Number 8197 was seconded by Councilmember Bryant, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: None

ABSTAIN: Mayor Tuck

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8197 duly and legally adopted.

Councilmember Bryant introduced the following proposed resolution:

A RESOLUTION AUTHORIZING A MUNICIPAL ELECTION SERVICES AGREEMENT BETWEEN THE JEFFERSON COUNTY COMMISSION, POLITICAL SUBDIVISION OF THE STATE OF ALABAMA AND THE CITY OF TARRANT, ALABAMA FOR THE MUNICIPAL ELECTION TO BE HELD ON AUGUST 23, 2016 AND ANY SUBSEQUENT ELECTION AS PROVIDED BY LAW

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, March 21, 2016 at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to execute a Municipal Election Services Agreement between the Jefferson County Commission, Political Subdivision of the State of Alabama and the City of Tarrant, Alabama, for the Municipal Election to be held on August 23, 2016 at Tarrant City Hall and any subsequent election as provided by law.,

Section 2. That the Jefferson County Commission, Political Subdivision of the State of Alabama shall be authorized and requested to furnish the following equipment for the Municipal Election, to be held on August 23, 2016, and any subsequent runoff election, as provided by law:

<u>EQUIPMENT</u>	<u>UNIT RATE</u>	<u>UNIT MEASURE</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
DS-200 Tabulators	\$450.00	each	2	\$ 900.00
AutoMark	\$450.00	each	1	\$ 450.00
Equipment Delivery	\$220.00	per precinct	1	\$ 220.00
ePollbook Laptops	\$100.00	each	1	\$ 100.00
Voter List – Posting/Pub	\$ 11.00	per 1,000 names	6	\$ 462.00
Voter List – CD	\$ 11.00	per 1,000 names	1	\$ 122.00
TOTAL COST				\$2,254.00

Section 3. That a copy of said contract is attached hereto and made a part hereof.

ADOPTED this the 21st day of March, 2016.

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

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



MUNICIPAL ELECTION SERVICES AGREEMENT

THIS AGREEMENT entered into this _____, _____, by and between Jefferson County Commission, political subdivision of the State of Alabama (hereinafter called "the County"), and the City of _____, (hereinafter called "the City").

WHEREAS, the City's Municipal election will occur on _____, _____, and, if required, a runoff election will occur on _____; and

WHEREAS, the City desires to purchase certain election services from the County.

NOW, THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES; The Scope of this agreement is for County's General Services Department-Elections Division to provide election services for the above specified election which may include requested equipment and services as follows; ES&S DS-200 ballot tabulators, ES&S AUTOMARKS (voter assist terminals, for handicap voters), electronic ePollbooks (laptops for Election Day voter registration verification), voter privacy booths, tables, chairs, exterior "vote here" signage. Election services also includes ballot design and layout, equipment coding, assistance with equipment logic and accuracy testing, ePollbook data downloads, equipment delivery/pickup and Election Day support for the provided equipment. City is responsible for ballot proofing accuracy and authorization.

EXCLUSIONS; Ballot printing services and Election Day supplies are not included in this agreement. City shall make separate provisions for ballot printing and Election Day supplies.

MUNICIPAL ELECTIONS; The specified elections equipment may be used to conduct Municipal elections for cities which lie within the legal jurisdiction of Jefferson County Alabama

EQUIPMENT; The County agrees to provide the following equipment for the above listed Municipal Election;

EQUIPMENT	UNIT RATE	UNIT OF MEASURE	QUANTITY	EXTENDED COST
DS200 Tabulators	450.00	each		
AUTOMARKS	450.00	each		
Equipment Delivery	220.00	per precinct		
ePollbook Laptops	100.00	each		
Voter List - Posting/Pub	11.00	per 1000 Names *		
Voter List - CD	11.00	per 1000 Names* + \$45		
Tables	0.00	each		
Chairs	0.00	each		
Privacy Booths	0.00	each		
"Vote Here" Signage	0.00	each		
Table top sign-INTAB	0.00	each		
* Rounded up				
			GRAND TOTAL	

DELIVERY AND PICKUP OF EQUIPMENT; County has entered into a third party contractual agreement for delivery/pickup services of election equipment. The City clerk shall be responsible for coordination with the predcnct's site contact person for the equipment deliveries/pickups.**

**In addition to the delivery base rate listed above, the County will be reimbursed by the City an additional \$175.00 per each site for redelivery if the equipment cannot be delivered on the scheduled delivery date and time due to the fault of the City.

INSPECTION; The County and the City shall jointly inspect each piece of equipment and note the condition of each item prior to the release of equipment to the City and again immediately upon return of the equipment to the County. The equipment shall be returned in the same condition it was in at the time of release. City shall be responsible for all repair or replacement cost for damaged equipment.

Whereupon, Councilmember Bryant moved for the adoption of Resolution Number 8198.

Motion for the adoption of Resolution Number 8198 was seconded by Councilmember Matthews, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8198 duly and legally adopted.

Councilmember Middlebrooks introduced the following proposed resolution:

RESOLUTION NO. 8199

A RESOLUTION PROVIDING FOR THE COMPENSATION OF THE ELECTION OFFICIALS FOR THE CITY OF TARRANT MUNICIPAL ELECTION TO BE HELD ON AUGUST 23, 2016 AND ANY SUBSEQUENT ELECTION AS PROVIDED BY LAW

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, March 21, 2016 at 7:00 p.m. as follows:

Section 1. That the compensation for the Chief Clerk of the City of Tarrant’s Municipal Election to be held on August 23, 2016 at Tarrant City Hall and any subsequent election as provided by law, shall be \$200.00 per day,

Section 2. That the compensation for the Assistant Clerks for the City of Tarrant’s Municipal Election, to be held on August 23, 2016, and any subsequent runoff election as provided by law, shall be \$150.00,

ADOPTED this the 21st day of March, 2016.

APPROVED: _____
Loxcil B. Tuck, Mayor

ATTEST: _____
Lillian A. Keith, City Clerk

Whereupon, Councilmember Middlebrooks moved for the adoption of Resolution Number 8199. Motion for the adoption of Resolution Number 8199 was seconded by Councilmember Matthews, regularly put and upon roll call; the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8199 duly and legally adopted.

Mayor Tuck stated that the next order of business, would be the reading of Ordinance Number 1086. Mayor Tuck stated that prior to the reading of the ordinance, she wished to recognized several people at the meeting, who are with Vulcan Materials Company. Mayor Tuck introduced Mr. Randy Jones, Mr. David Langner and Mr. Alan Lawson of Vulcan Materials Company. Mayor Tuck recognized Mr. Randy Jones. Mr. Jones stated that Vulcan Materials Company is a land owner company that currently has land, near Lily Baptist Church. Mr. Jones stated that Vulcan Materials Company has proposed and has provided a Memorandum of Understanding, as they would like to develop five (5) acres as a park; with a fenced parking area, walking trails and other items, pending the City Council and the final completion. Mr. Jones stated the area would be surrounded by a private garden, which would meet the requirements of the City of Tarrant's ordinance. Mr. Jones explained that following the completion of the park, Vulcan Materials Company would deed the park, to the City of Tarrant. Mr. Jones stated that in addition, Vulcan Materials Company would provide an annual endowment, for the maintenance of the park. Mr. Jones stated that Vulcan Materials Company did not wish for the City of Tarrant to incur expenses, in maintaining and for the upkeep of the park. Mr. Jones presented illustrations of the proposed location for the park. Mr. Jones noted the location of Lily Baptist Church, Treadwell Road and the entrance to the Franklin property. Mr. Jones explained that the current driveway to the Franklin property, would become the entrance to the parking area. Mr. Jones stated that it is the intent of Vulcan Materials to keep the existing Magnolia tree and stone entrance fence, which Mr. Franklin had laid by hand. Mr. Jones stated that it was his understanding that the City would like to name the park, "Franklin Park", in recognition of the Franklin Family. Mr. Jones stated that picnic tables would be placed adjacent to Lily Baptist Church, so that the Church can utilize the park. Councilmember Middlebrooks asked, "There will be no zoning change?" Mr. Jones stated that the zoning would remain residential. Mayor Tuck stated that questions would be taken at this time, with a limit of three (3) minutes per person. Mayor Tuck addressed a lady. The lady stated that because of the curves there are drainage problems, on Treadwell. The lady asked if Vulcan Materials would place curbs in this area, due to more people coming into the neighborhood. Mayor Tuck recognized a gentleman. The gentleman asked what would be placed for drainage, in the location where: exit Tarrant Huffman Road, onto Treadwell and onto Franklin. Attorney Goldman stated that the City will require that the project be engineered, with erosion control and that the project would be constructed accordingly. Attorney Goldman stated that following the completion

of the park, the City would have control over the property and have the ability to address problems, as they come up. Attorney Goldman stated that the City would be equipped to do so, thanks to the endowment that for the maintenance of the park, on an ongoing basis. Mayor Tuck asked the gentleman if this answered his question. The gentleman stated, “Not exactly.” Councilmember Middlebrooks stated that the park would be located before the location of their property and did not know that the individuals would incur any drainage. The gentleman stated, “We not talking about that.” The gentleman asked, “What I am talking about is, will there be curbs there or will the street be just like it is now?” The lady stated that there is nothing there and they have a water problem. Mr. David Langner stated that Vulcan Materials had not planned on changing anything at the entrance, because their plans are to utilize the existing entrance to the Franklin property, for parking. Mr. Langner stated that the current plans are to leave it, as it is now. Councilmember Middlebrooks stated, “The existing wall will remain in place.” The Gentleman stated that he understood that the wall would remain in place. The Gentleman asked, “You know how you beautify along the way and especially going in; I wondered if this would be done?” Mr. Jones stated that Vulcan Materials had not planned on doing this; however, they would be working with the City and follow their requirements. Councilmember Middlebrooks asked, “Will the entrance be widened?” Mr. Jones stated that the entrance is very narrow and for traffic access, it would most likely be necessary to widen the entrance. Another gentleman stated that he believed what was being talked about, is the curbs in the neighborhood, further down the street. Councilmember Middlebrooks stated that she also felt the lady was addressing drainage, which is pending the engineers. Attorney Goldman stated that this is unrelated, to the proposed park. Mayor Tuck asked if there were any further questions. There were no additional questions.

Councilmember Middlebrooks introduced Ordinance No. 1086 as the first reading of said ordinance and read the proposed ordinance at length:

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

ORDINANCE NO. 1086

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH BLUE PINE HOLDINGS, LLC, TO ACCEPT CERTAIN REAL PROPERTY AND TO DEDICATE THE PROPERTY FOR USE AS A PUBLIC PARK UPON ACCEPTANCE .

WHEREAS, the City Council of the City of Tarrant, Alabama (“the City Council”) desires to enter into a Memorandum of Understanding”), a copy of which is attached hereto as **Exhibit 1** hereof, with Blue Pine Holdings, LLC, a Delaware limited liability company (“Blue Pine;

WHEREAS, the findings, definitions, terms, resolutions, and authorizations set forth in the Memorandum of Understanding attached hereto as Exhibit 1 hereof are incorporated by reference as though fully set forth herein;

WHEREAS, upon completion of the City Park (as that term is defined in Exhibit 1), the City Council desires to authorize the Mayor to accept the real property from Blue Pine;

WHEREAS, in conjunction with the acceptance of the City Park, the City Council desires to dedicate the real property for use as a public park;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA, WHILE IN REGULAR SESSION ON THE 21ST DAY OF MARCH, 2016, AS FOLLOWS:

Section 1. The City of Tarrant, Alabama (“the City”) hereby authorizes the acceptance of the donation of the City Park from Blue Pine and the associated Endowment (as that term is defined in Exhibit 1) as contemplated by the Memorandum of Understanding.

Section 2. The Mayor is hereby authorized to execute, for and on behalf of the City, the Memorandum of Understanding attached hereto as Exhibit 1 hereof and to take all actions necessary on behalf of the City to satisfy the obligations of the Memorandum of Understanding.

Section 3. The Mayor is hereby authorized to execute, for and on behalf of the City, any and all documents and to take all such actions that are necessary for the Closing (as that term is defined in Exhibit 1) of the City Park, including, but not limited to the execution of the Statutory Warranty Deed contemplated by the Memorandum of Understanding, payment to Blue Pine the consideration required by the Statutory Warranty Deed in the amount of Ten and No/100 Dollars (\$10.00), and payment of any required ad valorem taxes or assessments.

Section 4. The City Council directs that a fund be established to receive monies for the Endowment and that all such monies be exclusively used by the City to help defray the maintenance and upkeep costs of the City Park.

Section 5. The City Council finds that that the actions and resulting improvements described in the Memorandum of Understanding relating to the Blue Pine Garden (as that term is defined in Exhibit 1) and the City Park will comply with the Current Zoning Classification (as that term is defined in Exhibit 1) of the Blue Pine Property (as that term is defined in Exhibit 1).

Section 6. The City Council hereby agrees to dedicate the City Park as a public park of the City, subject to and limited by the terms set forth in Exhibit 1.

Section 7. This Ordinance shall become effective upon its adoption as provided by law.

Section 8. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or unenforceable for any reason by a court of competent jurisdiction, then such ruling shall not affect any other paragraph and sections, since the same would have been enacted by the City Council without the incorporation of any such unconstitutional or unenforceable phrase, clause, sentence, paragraph or section.

ADOPTED AND APPROVED THIS THE 21ST DAY OF MARCH, 2016.

ATTEST:

LOXCIL B. TUCK, MAYOR

Lillian A. Keith, City Clerk

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “**Memorandum**”) is dated as of the 22nd day of March, 2016, by and between the **CITY OF TARRANT, ALABAMA**, a municipal corporation (the “**City**”), and **BLUE PINE HOLDINGS, LLC**, a Delaware limited liability company (“**Blue Pine**”).

WITNESSETH:

WHEREAS, Blue Pine owns that certain real property located within the city limits of the City and more specifically described on Exhibit A attached hereto (the “Blue Pine Property”); and

WHEREAS, the current zoning classification of the Blue Pine Property pursuant to the City’s applicable zoning ordinances (the “Zoning Ordinances”) is R-HD High-Density Single-Family (the “Current Zoning Classification”); and

WHEREAS, Blue Pine desires to move natural dirt, rock and other soils currently located at an adjacent quarry facility operated by Vulcan Construction Materials, LLC to the Blue Pine Property in order to fill and grade the Blue Pine Property and improve and replant the Blue Pine Property with Deciduous Canopy Trees, Evergreen Canopy Trees, Deciduous Understory Trees, Evergreen Understory Trees and Shrubs (as such terms are defined in by the Zoning Ordinances) in order to create a private “Garden” (as such term is defined by the Zoning Ordinances) for Blue Pine’s use (the “Blue Pine Garden”); and

WHEREAS, in addition to such aforementioned improvements, Blue Pine additionally wishes to build, solely at its own expense, a public “park and playground” (as such terms are used in the Zoning Ordinances) consisting of approximately five (5) acres to be donated to the City for public use as conceptualized on Exhibit B attached hereto (the “City Park”); and

WHEREAS, Blue Pine additionally desires to create an endowment for the benefit of the City Park to be exclusively used by the City to help defray the maintenance and upkeep costs thereof (the “Endowment”); and

WHEREAS, the Endowment will be in an amount sufficient to provide the City with \$6,000.00 for maintenance and upkeep costs in 2017, and such sum will be adjusted annually based on changes in the Consumer Price Index (Series CUUR0000SA0) as published by the U.S. Bureau of Labor Statistics; and

WHEREAS, the City has confirmed to Blue Pine that the aforementioned actions and resulting improvements relating to the Blue Pine Garden and the City Park will comply with the Current Zoning Classification of the Blue Pine Property; and

WHEREAS, the City desires to accept the donation of the City Park from Blue Pine and the associated Endowment;

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties, for themselves, their successors and assigns, agree and intend to be legally bound as follows:

1. The City and Blue Pine acknowledge and agree that the foregoing recitals are hereby incorporated by reference as if fully set forth herein.
2. The City hereby acknowledges and agrees that each of the proposed Blue Pine Garden and the proposed City Park comply with the Zoning Ordinances.
3. Upon completion of the construction of the City Park as conceptualized on Exhibit B attached hereto, the City hereby agrees to accept the donation of the City Park from Blue Pine and shall record a deed to that effect in the form set forth on Exhibit C attached hereto. The execution by both parties of the deed described in this paragraph shall constitute the final consummation of the transactions described herein (referred to hereinafter as the “Closing”).
4. The City hereby agrees to use any and all funds received from the Endowment exclusively for the maintenance and upkeep of the City Park.
5. As used in this Memorandum, “Hazardous Substance” shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, petroleum, oil and gas, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are regulated by, or are the subject of, any Environmental Law. As used in this Memorandum, “Environmental Law” shall mean and include any and all local, state, or federal laws, rules, or regulations pertaining to regulation of the air, water, groundwater, land, natural resources and/or pertaining to the contamination, clean-up or disclosure of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Endangered Species Act, OSHA’s Hazardous Waste Operations and Emergency Response standard, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, or by tort or other common law. Blue Pine hereby represents and warrants to the City that: (i) Blue Pine is in full compliance with all Environmental Laws regarding the City Park, including, without limitation, that Blue Pine has all permits required by Environmental Laws, (ii) neither Blue Pine, nor any person during Blue Pine’s ownership of the City Park, nor to the best of Blue Pine’s knowledge, any

previous owner of the City Park or any other person or entity, has ever used, generated, processed, stored, disposed of, released or discharged any Hazardous Substance on, under, or about the City Park or transported it to or from the City Park, nor, to the best of Blue Pine's knowledge, has any party ever alleged that any such activities have occurred, (iii) no use by Blue Pine, or, to the best of Blue Pine's knowledge, any prior owner of the City Park or any other person, has occurred which violates or violated, any applicable Environmental Law, nor to the best of Blue Pine's knowledge has any party ever alleged that such violations have occurred, and (iv) the City Park is not on any "Superfund" list under any applicable Environmental Law, nor is it subject to any lien related to any environmental matter. In the event Blue Pine breaches the representations and warranties in this paragraph, Blue Pine shall indemnify, defend and hold the City and its affiliates, agents, employees, officers, managers, assigns and/or successors (collectively, the "Indemnitees") harmless from and against all fines and penalties and liabilities (including, without limitation, those arising under statute or government regulation, common law or contract), including all foreseeable and unforeseeable consequential damages, any other damages, costs and losses, including reasonable attorneys' fees, directly or indirectly and in whole or in part arising out of or attributable to Hazardous Substances existing beneath or on the surface of the City Park on or prior to the Closing or the migration thereof within or from the City Park, including without limitation the cost of any remedial, removal, response, abatement, clean-up, investigative and monitoring costs, and any other related costs and expenses. Notwithstanding anything to the contrary contained herein, the representations and warranties in this paragraph shall be deemed remade as of the Closing, and such representations and warranties and the indemnification provisions in this paragraph shall survive the Closing and shall not be merged therein or in any deed executed and delivered in connection therewith. The provisions of this paragraph are in addition to any other rights the City may have under this Memorandum.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of this 22nd day of March, 2016.

THE CITY:

CITY OF TARRANT, ALABAMA

By: _____
Name: Loxcil B. Tuck
Its: Mayor

BLUE PINE:

BLUE PINE HOLDINGS, LLC

By: _____
Name: _____
Its: _____

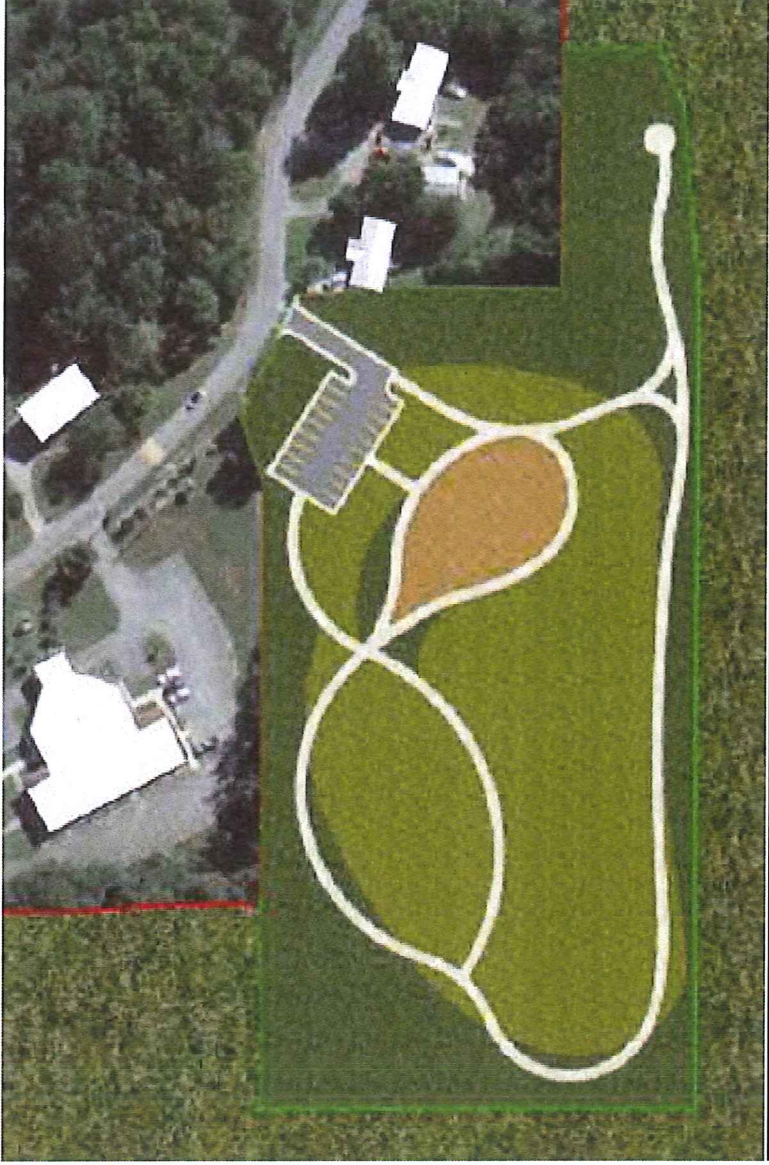
EXHIBIT A

Legal Description of the Blue Pine Property

EXHIBIT B

Depiction of City Park

*The parties acknowledge that the following depiction is for illustrative purposes only and that the final design shall be mutually agreed upon by Blue Pine and the City.



Form of Deed

The City of Tarrant
[insert]

C. Jason Avery
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203
205-521-8200

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to the undersigned Grantor, in hand paid by the **City of Tarrant, Alabama**, a municipal corporation (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, **Blue Pine Holdings, LLC**, a Delaware limited liability company (“Grantor”) does hereby grant, bargain, sell and convey, upon the terms, conditions and limitations hereinafter set forth, unto Grantee that certain real property situated in Jefferson County, Alabama, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Premises”).

This conveyance is subject to the following (the “Permitted Encumbrances”):

1. Ad valorem taxes or assessments for the 2016 tax year and all subsequent years;
2. All easements, restrictions, encumbrances and other matters of record; and
3. Those matters set forth on **Exhibit B** attached hereto and incorporated herein by reference.

This conveyance is made upon the further covenant and condition that the conveyance granted herein will remain in full force and effect for so long as the Premises is used by Grantee as a public park. In the event the Premises is no longer used by Grantee as a public park for a period of six (6) consecutive months, the rights granted herein shall terminate and be extinguished and fee simple title to the Premises shall automatically revert to Grantor.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this conveyance as of this ____ day of _____, 2016.

GRANTOR:

Blue Pine Holdings, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Blue Pine Holdings, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company. Given under my hand and official seal this the ____ day of _____, 2016.

Notary Public

AFFIX SEAL

My commission expires: _____

EXHIBIT A

[Description of Premises]

[to be inserted]

]

]

EXHIBIT B

A. This conveyance is made upon the covenant and condition that no right of action for any past, present or future loss, damage or injury to the land conveyed hereby or to any buildings, structures, property, pipelines, wells, other sources of water supply, water courses, utility installations or any other improvements or property of any kind whatsoever now or hereafter located on said land or to any owners, lessees, tenants, occupants or other persons in or upon said land or for any past, present or future trespass or nuisance which in any way whatsoever is caused by or arises or results from or is connected with or is related to, directly or indirectly, (a) any past, present or future mining, quarrying or other activities and operations of the Grantor or its predecessors, successors, agents, servants, employees, assignees, licensees, lessees or contractors on the land conveyed hereby or on any land adjacent thereto or in the vicinity thereof, or (b) any past, present or future blasting, removal of ground water or removal of surface or subsurface materials including, without limitation, rock, stone, limestone, dolomite, granite, sandstone, sand and gravel, from said land or from any land adjacent thereto or in the vicinity thereof by the Grantor or its predecessors, successors, agents servants, employees, assignees, licensees, lessees or contractors or (c) any dust, fumes, gases, particles, deposits, smog, pollution, emissions or other matter, airborne or otherwise, or noise resulting or arising from any past, present or future mining, quarrying or other activities or operations of the Grantor or its predecessors, successors, agents, servants, employees, assignees, licensees, lessees or contractors or (d) any past, present or future soil or surface or subsurface conditions or defects of any kind whatsoever, known or unknown, including, without limitation, sinkholes, underground mines and geologic formations and conditions, on the land conveyed hereby or on any land adjacent thereto or in the vicinity thereof shall ever accrue to or be asserted by the Grantee or by the successors, assigns, heirs, legal representatives, lessees, tenants, agents, servants, employees, invitees, licensees or contractors of the Grantee or by the successors in title of the Grantee, the conveyance made hereby being expressly subject to all such past, present or future injury, damage, trespass or nuisance.

B. By the acceptance of this deed, the Grantee hereby (a) fully and forever releases and holds harmless the Grantor and all its predecessors, successors, agents, servants, employees, assignees, licensees, lessees and contractors from any and all claims, losses, damages, suits, judgments, costs and expenses of every kind whatsoever and however arising, whether based on negligence, strict liability, willful or wanton misconduct, trespass, nuisance or any other theory, in any way caused by or arising or resulting from or connected with or relating to any past, present or future activities, operations and mining or quarrying conducted by or on behalf of the Grantor or by or on behalf of any of the predecessors or successors of the Grantor on or with respect to the land conveyed hereby or on or with respect to any land adjacent to or in the vicinity of the land conveyed hereby, including, without limitation, all actions, activities, events, conditions, circumstances and things described in Sections A and C of this provision, regardless of the manner in which the same are conducted, and (b) covenants and agrees not to sue, and waives all rights to maintain any suit at law or in equity, for any such losses, damages or claims.

C. By the acceptance of this deed, the Grantee acknowledges that the Grantor and its predecessors, successors, agents, servants, employees, assignees, licensees, lessees and contractors have operated, are operating and will in the future operate on land adjacent to or in the vicinity of the land conveyed hereby a quarry, a mine and other industrial activities, including, without limitation, (i) the mining, excavation, removal, crushing, washing, conditioning, processing and storage of rock, stone, limestone, dolomite, granite, sandstone, sand, gravel and other materials, (ii) blasting, (iii) the operation of asphalt plants and ready mix concrete plants, (iv) the transportation of the materials described in (i) above, and (v) the use of trucks and heavy equipment.

D. By the acceptance of this deed, the Grantee acknowledges that the Grantee has read and understands the foregoing provisions, that the Grantee has had ample opportunity to consider and ask questions about such provisions, that the Grantee has had ample opportunity to seek advice and counsel concerning such provisions and that the Grantee is accepting this deed with such provisions freely, voluntarily and with full knowledge and understanding thereof.

E. Notwithstanding anything in this Exhibit B to the contrary, this Deed is subject to the terms, conditions, and indemnification obligations contained in the Memorandum of Understanding between the Grantor and the Grantee dated the 22nd day of March, 2016.

F. The foregoing provisions shall constitute a covenant running with the land that shall be binding on the Grantee and all successors in title of the Grantee and all other persons, firms, corporations or other entities holding under or through the Grantee.

G. The foregoing provisions are severable, and to the extent that any part of such provisions is declared by a court of competent jurisdiction to be unenforceable, the remainder of such provisions shall continue in full force and effect.

[the remainder of page intentionally left blank]

ACCEPTANCE BY GRANTEE

The foregoing Statutory Warranty Deed is hereby accepted by the City of Tarrant, Alabama, a municipal corporation.

CITY OF TARRANT, ALABAMA,
a municipal corporation

By: _____
Name: Loxcil B. Tuck
Title: Mayor

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the City of Tarrant, a municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.
Given under my hand and official seal this the _____ day of _____, 2016.

Notary Public

AFFIX SEAL

My commission expires: _____

Whereupon, Councilmember Middlebrooks moved that the rules and procedures of the Council which might, unless suspended, prevent the passage and adoption of proposed Ordinance Number 1086 at this meeting, be suspended for the purpose of permitting said ordinance to be finally passed and adopted at this meeting. Said motion was seconded by Mayor Pro Tem Horton, regularly put and upon roll call the vote thereon was as follows:

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

NAYS: None

ABSENT: None

Whereupon, Mayor Tuck declared the motion adopted by unanimous vote, of the City Council.

Whereupon, Councilmember Middlebrooks moved for the adoption of Ordinance Number 1086 and that said ordinance be finally passed and adopted as introduced. Said motion was seconded by Councilmember Matthews. Mayor Tuck asked if there were any questions or anyone who wished to speak. No one requested to speak. Mayor Tuck put the question of final passage and the adoption of Ordinance Number 1086 to the vote of the council, and upon call of the roll the vote thereon was as follows:

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

NAYS: None

ABSENT: None

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Ordinance Number 1086 duly and legally adopted.

Councilmember Middlebrooks introduced Ordinance No. 1087 as the first reading of said ordinance and read the proposed ordinance at length:

ORDINANCE NO. 1087

AN ORDINANCE AMENDING SINGLE MEMBER VOTING DISTRICT FIVE BY ADDING CERTAIN ANNEXED PROPERTIES WITHIN DISTRICT FIVE

WHEREAS, the City of Tarrant, Alabama adopted Ordinance No. 1043 on March 26, 2012 amending Ordinance No. 942 on October 6, 2003, amending Ordinance No. 812 adopted February 17, 1992 and amending Ordinance No. 768 on January 4, 1988 (“Prior District Ordinances”), establishing that the city governing body of the City of Tarrant, Alabama shall consist of a Mayor and five councilmembers;

WHEREAS, under the Prior District Ordinances, That the Mayor for the City of Tarrant, Alabama shall be elected by the voters at large and the election of the five council members shall be by the Single Member District Method, and per this ordinance, this method shall not change;

WHEREAS, the Prior District Ordinances establish Tarrant City Hall, located at 1604 Pinson Valley Parkway, Tarrant, Alabama, as the central voting center for the election of Mayor and all Five (5) District Councilmembers, and per this ordinance, this method shall not change;

WHEREAS, the Single Member Voting District Map, attached hereto as Exhibit “A” hereof, was prepared by the Regional Planning Commission of Greater Birmingham and is attached hereto and made a part of this ordinance by reference, and per this ordinance, the ward lines of the Single Member Voting Map adopted by Ordinance Number 1043 on the 26th day of March, 2012, and per this ordinance, shall remain fixed as set forth in Ordinance Number 1043.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA, while in regular session this 21st day of March, 2016, as follows:

Section 1. **PURPOSE**

The purpose of said ordinance is to list all annexed properties which have been added to Single Member Voting District Five, since the establishment of the Single Member Voting District Map, adopted by Ordinance Number 1043 on the 26th day of March,

- a) Ordinance Number 1056 adopted June 18, 2013 –
3584 Industrial Parkway, Tarrant, AL; Parcel I. D. No. 13 00 28 3 001 020.000 – District 5
The property referenced by Ordinance Number 1056 is contiguous to District 5 – The referenced property is utilized as a business and will not affect District Lines
- b) Ordinance Number 1070 adopted February 16, 2015
109 Springdale Road North, Tarrant, AL; Parcel I. D. No. 13 00 29 1 001 018.001 – District 5
The property referenced by Ordinance Number 1070, lies within District 5 and will not affect District Lines
- c) Ordinance Number 1074 adopted October 20, 2015 -
201 2nd Street, Tarrant, AL; Parcel I. D. No. 13 00 28 4 039 002.000 – District 5
209 2nd Street, Tarrant, AL; Parcel I. D. No. 13 00 28 4 039 001.000 – District 5
115 1st Street, Tarrant, AL; Parcel I. D. No. 13 00 28 4 039 006.000 – District 5
100 3rd Street, Tarrant, AL also known as 102 3rd Street, Tarrant, AL;
Parcel I. D. No. 13 00 28 4 039 004.000 – District 5
108 3rd Street, Tarrant, AL; Parcel I. D. No. 13 00 28 4 039 013.000 – District 5
110 3rd Street, Tarrant, AL; Parcel I.D. No. 13 00 28 4 039 003.000 – District 5
All referenced properties are contiguous to District 5 and shall have no impact on said District Five.

Section 2:

DISTRICT LINES SINGLE MEMBER VOTING DISTRICTS

The City of Tarrant, Alabama is divided into Single Member Voting Districts- District 1, District 2, District 3, District 4, and District 5. The properties described in Ordinance Numbers 1056, 1070 and 1074 are all within District 5 and/or contiguous with District 5 and are not contiguous to any other Single Member Voting District. Additionally only one property is residential, that being 109 Springdale Road North, Tarrant, AL; Parcel I. D. Number 13 00 29 1 001 018.001. Said properties shall as listed and described herein and as illustrated on the Official Single Member Voting District Map are hereby adopted and made a part of this ordinance. The general boundaries of the respective Single Member Voting Districts shall remain fixed as set forth by Ordinance Number 1043, adopted March 26, 2012. The map displaying the Single Member Voting Districts of the City of Tarrant, Alabama shall be attached to this ordinance as Exhibit "A". It shall be filed in the Office of the City Clerk and shall show the date of the adoption of this ordinance. The ordinance and map shall, within five days of the date of adoption, be posted at: City of Tarrant in the Office of the Mayor, Tarrant City Hall, Tarrant Public Library, Tarrant Parks and Recreation Center and the Tarrant Board of Education.

Section 3.

CONSTITUTIONALITY AND VALIDITY

Should any section, provision or part of this ordinance be decided and held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of any other section, provision or part of this ordinance.

ADOPTED AND APPROVED THIS ____ DAY OF _____, 2016.

APPROVED: _____

Loxcil B. Tuck, Mayor

ATTEST: _____

Lillian A. Keith, City Clerk

Whereupon, Mayor Tuck stated that Ordinance Number 1087 would be read a second time and given consideration, at the City Council Meeting to be held on Monday, April 4, 2016 at 7:00 p.m.

Mayor Tuck recognized Mr. Mike Wise of 1721 Hatchett Avenue, Tarrant, Alabama. Mr. Wise stated that he had purchased property from the State of Alabama in 2013, at the location of 1644 Burgin Avenue, Tarrant, Alabama. Mr. Wise stated that prior to the purchase of the property he had checked with Jefferson County and was told that there were no liens, against the property. Mr. Wise stated that on his most recent property taxes, an estimated lien in excess of \$3,000.00 had been submitted by the City of Tarrant. Mr. Wise asked that the Mayor and City Council consider waiving the lien assessments, as the liens with the exception of the last lien, were incurred prior to his purchase of the property. Mr. Wise stated that he was present on the day that the Tarrant Street Department had arrived to cut the grass, in reference to the last lien assessment. General discussion followed. Mr. Wise also asked that liens in reference to 1644 and 1648 Burgin Avenue, Tarrant, Alabama be rescinded. Mr. Wise stated that the State of Alabama currently owns the property located at 1636 Burgin Avenue, Tarrant, Alabama. General discussion followed. Mayor Tuck stated

that it was the recommendation of the City Council, that the lien assessments be researched and the matter be addressed at the City Council Meeting, to be held on Monday, April 4, 2016 at 7:00 p.m.

Mayor Tuck recognized Ms. Kimberly Oliver. Ms. Oliver stated that she had a question about her electric bill. Ms. Oliver stated that she and her two children had moved to the location of 924 Jackson Boulevard, Tarrant, Alabama last year. Mr. Oliver stated that two (2) weeks after moving in, her electric bill was \$75.00. Ms. Oliver stated that each month, her bill has increased. Ms. Oliver stated that since her first Electric Bill, the bill is almost \$200.00 each month. Ms. Oliver stated that she did not understand why the bills are so high, when she does not leave lights on and works each day, until 9:00 p.m. Ms. Oliver stated that the meter was read on the 5th and her newborn son was born on February 9, 2016 and she did not return home, until March 3, 2016. Ms. Oliver stated that the only appliance left on, was her radio. Ms. Oliver stated that she was not at home most of the month and estimated that the Electric Bill was \$150.00. Ms. Oliver stated that she had not left the heat or lights on, while she was away. Mayor Tuck asked Ms. Oliver if she could come to City Hall during business hours, to allow the Electric Department to run a history on her Electric service. Ms. Oliver stated, “Yes, I can.”

Mayor Tuck recognized Mr. David Langner of Vulcan Materials Company. Mr. Langner stated that he would like to introduce Mr. Alan Lawson, Vulcan Materials Company Plant Manager.

Mayor Tuck recognized Ms. Freeman of 3109 Hillcrest Avenue, Tarrant, Alabama. Ms. Freeman stated that she also had concerns regarding her lights. Ms. Freeman stated that she is not at home most of the time, as she is with her mother or at the school. Ms. Freeman stated that she had during certain months unplugged everything from the sockets, leaving noting in the sockets except the main appliances, so that the meter would not read as being used and the bill is still high. Ms. Freeman stated that the bill goes up and down. Ms. Freeman stated that during other months, she had plugged everything into the sockets and the bill is still high. Ms. Freeman stated that she is total electric. Ms. Freeman stated that she had paid the Electric bill on the 15th of the month and the next day, her bill showed a balance of \$24.28. Ms. Freeman stated that on the 16th she paid the amount of \$24.28. Ms. Freeman asked why her most recent bill is still reflecting that the amount of \$24.29, as not being paid. Ms. Freeman stated that she had tried to explain this, to the new customer service man. Councilmember Matthews asked if the billing was explained to her. Ms. Freeman stated that it was, after she kept asking. Mr. Juneau explained that the meters were read on the 5th of the month give or take a day, the billing file is sent to the vendor to create a bill, and then the invoices are sent to the printer to be printed. Mr. Juneau stated that the next bill was most likely created on the 12th and by the time the next bill was sent out, Ms. Freeman’s payment was not reflected. General

discussion followed. Mr. Joe Schmitt asked that Ms. Freeman come into the office, so that they could discuss the billing. Mayor Tuck asked that Ms. Freeman to come in through business hours and ask to speak with Mr. Juneau or Ms. Henry of the Tarrant Electric Department. Mayor Tuck explained that she should asked that her service history be researched.

Mayor Tuck recognized Ms. Yvette Reid. Ms. Reid stated that she is concerned about the curbs and culisacks, in the Brummitt Height area. Councilmember Middlebrooks stated that the City is currently involved with the drainage issues in Brummitt Heights but, not curbs or culisacks. Ms. Reid stated that an elderly lady who lives at 2262 Treadwell Road, Tarrant, Alabama had needed assistance from the Tarrant Fire and Rescue Department but, the Tarrant Fire and Rescue Department had been unable to drive to her house, with the Fire truck. Ms. Reid stated that the firemen had to carry the lady, on a stretcher. Mr. Joe Schmitt stated that the driveway located at 2262 Treadwell Road, Tarrant, Alabama is a rock driveway. Fire Chief Jason Rickels stated that the Tarrant Fire and Rescue Department is able to respond efficiently, utilizing a stretcher.

Mayor Tuck recognized a gentleman. The gentleman stated that his home is located at 2274 Treadwell Road, Tarrant, Alabama. The gentleman stated that the water level from the last rain, can be seen under his window seal. The gentleman stated that he had purchased dirt, which has washed away and holes have been left on his lawn. Councilmember Middlebrooks stated that she would follow-up with the engineers, as this should have already been addressed.

Ms. Toliver asked, "Why is it, if you are three cents short on the electric payment that the Electric Department will not take a payment, the entire amount must be paid in full. Councilmember Matthews asked which employee had told Ms. Toliver that they could not take the payment. Ms. Toliver stated that she was not sure who the lady was but, she is always at the front. Mr. Joe Schmitt stated that it is not true, that a payment cannot be made. Attorney Goldman that there are things that the Tarrant Electric Department can and cannot do. Attorney Goldman stated that the Tarrant Electric Department obtains power from TVA. Attorney Goldman stated that TVA dictates some of these rules, to the Tarrant Electric Department. Attorney Goldman stated that one of things that we cannot do is leave a floating balance, of three cents. Attorney Goldman stated if the Electric Department did not allow a three cents allowance and then allowed a balance of \$5.00, it would not be fair. Attorney Goldman stated that it is technically true but, a bad example. Attorney Goldman stated that even though this is the letter of the rule, this is the spirit of the rule - in that he had seen these same employees take money from their pockets and pay the balance of a customer. Ms. Toliver stated, "I was told that they cannot take a payment that is three cents less." Mayor Tuck stated that any questions regarding the Electric Department should be directed to the Tarrant Electric

Department. Ms. Freeman asked, “What can I do, when I do not receive a call back?” Ms. Freeman stated that it has been six months since she was told that she would receive a call back. Mayor Tuck stated that this would be a question that the Tarrant Electric Department could answer tomorrow. A lady asked, “Are extensions still allowed?” Mayor Tuck stated, “No.” The lady asked if the Tarrant Electric Department might consider going back to extensions. Mayor Tuck stated, “No.” Attorney Goldman stated that there is a reason why Customer Service should not be handled in this room, because hypotheticals come into the conversation. Attorney Goldman stated that we have rules which are designed to be fair and ample to situations. Attorney Goldman stated that the Tarrant Electric Department has rules that deal with medical extensions and weather extensions. Attorney Goldman stated all of these rules are in place, to keep everybody safe. Attorney Goldman suggested that questions be directed to the Tarrant Electric Department Customer Service Representatives, as they might know of a way to help.

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

CITY OF TARRANT
VOUCHER LIST
MARCH 21, 2016

GENERAL FUND

25381-25391	ACCOUNTS PAYABLE RUN	27,023.58
25392-25412	ACCOUNTS PAYABLE RUN	124,535.44
25413-25426	ACCOUNTS PAYABLE RUN	5,772.25
25427-25455	ACCOUNTS PAYABLE RUN	68,718.02

SALES & USE TAX

683	CITY OF TARRANT GENERAL FUND	600,000.00
684	VOID	
685	CITY OF TARRANT GENERAL FUND	300,000.00

Fund Control: 01

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25381	1288	BUFFALO ELECTRIC COMPANY		3/07/2016	50.00	POLICE LIGHTS
25382	1207	HATCHER HEAVY DUTY SERVICES		3/07/2016	1,480.93	EX 01-6101-144 30.00 EX 01-6101-144 135.00 EX 01-6101-144 36.00 EX 01-6101-144 15.00 EX 01-6101-144 151.93 EX 01-6101-144 142.50 EX 01-6101-144 135.00 EX 01-6101-144 255.00 EX 01-6101-144 243.00 EX 01-6101-144 135.00 EX 01-6101-144 22.50 EX 01-6101-144 135.00 EX 01-6101-144 135.00 EX 01-6101-144 45.00
25383	2051	JUNEAU, LYNN		3/07/2016	90.40	2016 MUNICIPAL INTERCEPT SRVS EX 01-6000-170 90.40
25384	1096	VOID-VOID-VOID-VOID		3/07/2016	0.00	Voided check
25385	1096	VOID-VOID-VOID-VOID		3/07/2016	0.00	Voided check
25386	1096	VOID-VOID-VOID-VOID		3/07/2016	0.00	Voided check
25387	1096	TARRANT ELECTRIC DEPARTMENT		3/07/2016	21,949.45	1124 FORD AVENUE FEBRUARY 201 EX 01-6000-150 49.03 EX 01-6000-150 267.38 EX 01-6000-150 102.30 EX 01-6000-150 309.12 EX 01-6602-150 199.98 EX 01-6000-150 2,104.54 EX 01-6602-150 31.20 EX 01-6602-193 95.14 EX 01-6602-194 38.96 EX 01-6603-150 455.61 EX 01-6602-150 814.29 EX 01-6101-150 1,193.19 EX 01-6102-150 1,193.20 EX 01-6302-150 33.89 EX 01-6101-150 17.57 EX 01-6102-150 17.56 EX 01-6302-150 305.33 EX 01-6302-153 112.32 EX 01-6000-150 135.27 EX 01-6000-152 82.91 EX 01-6000-152 14,390.66

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25388	1021	VERIZON WIRELESS		3/07/2016	1,011.75 EX 01-6000-161 189.54 EX 01-6302-161 172.62 EX 01-6602-161 51.78 EX 01-6102-161 182.77 EX 01-6101-161 415.04	
25389	1087	WHSTWOOD AUTO PARTS, INC.		3/07/2016	2.99 EX 01-6302-129 2.99	
Number Of Checks:				9	Total Check Amount: 24,585.52	

Date: 3/07/2016
Time: 12:00
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 11

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25390	1254	VULCAN CONSTRUCTION		3/07/2016	2,241.43	EX 11-6202-225
Number Of Checks:					1	
Total Check Amount:					2,241.43	

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25391	1132	SALT & LIGHT, LLC		3/07/2016	196.63	MARCH 2016
					98.32	EX 20-6200-129
					98.31	EX 01-6000-129
					196.63	
					1	
					Total Check Amount:	
					196.63	
					11	
					Number Of Checks:	
					Total Check Amount:	
					27,023.58	
					11	
					Number Of Checks:	
					Total Check Amount:	
					27,023.58	
					** Final Totals **	

Fund Control: 01

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25392	1045	ALABAMA GAS CORPORATION		3/08/2016	2,851.35	PARK FEBRUARY 2016 EX 01-6602-150 1,244.19 EX 01-6101-150 577.67 EX 01-6102-150 577.66 EX 01-6101-150 7.90 EX 01-6102-150 7.89 EX 01-6302-150 436.04
25393	1039	ALABAMA PEACE OFFICERS ANNUITY		3/08/2016	90.00	FEBRUARY 2016 EX 01-2029-000 90.00
25394	1931	APCO EMPLOYEES CREDIT UNION		3/08/2016	200.00	DEDUCTIONS THRU MARCH 4, 2016 EX 01-2037-000 200.00
25395	2403	AYCOCK, MIKE		3/08/2016	720.00	DISPATCH FEBRUARY 20 - MARCH 5 EX 01-6101-119 720.00
25396	1214	BAILEY, ALLEN		3/08/2016	195.23	2016 BEAUTIFICATION AWARDS EX 01-6900-506 195.23
25397	1017	BIRMINGHAM WATER WORKS		3/08/2016	3,015.50	1126 FORD AVENUE FEBRUARY 2016 EX 01-6000-150 50.34 EX 01-6602-150 50.34 EX 01-6602-150 25.22 EX 01-6602-193 47.12 EX 01-6102-150 100.40 EX 01-6602-194 2,742.08 EX 01-6102-131
25398	1288	BUFFALO ELECTRIC COMPANY		3/08/2016	239.70	EX 01-6101-141 239.70
25399	1067	VOID-VOID-VOID-VOID		3/08/2016	0.00	Voided Check
25400	1067	EXPRESS OIL CHANGE LLC		3/08/2016	444.42	FULL SERVICE OIL CHANGE EX 01-6101-122 37.99 EX 01-6101-122 37.99 EX 01-6101-122 37.99 EX 01-6101-122 37.99 EX 01-6101-122 51.98 EX 01-6101-122 110.49 EX 01-6302-122 129.99 EX 01-6302-122
25401	1238	JAN-PRO OF NORTH ALABAMA		3/08/2016	355.00	MARCH 2016 REMITTANCE EX 01-6000-141 355.00

Fund Control: 01

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25402	1319	O'REILLY AUTO PARTS		3/08/2016	41.09 7.98 33.11	MOTOR OIL EX 01-6102-146 EX 01-6102-146
25403	1031	PEOPLES FIRST FEDERAL		3/08/2016	620.00 620.00	DEDUCTIONS THRU MARCH 4, 2016 EX 01-2037-000
25404	1016	SEWER AND WATER BILL		3/08/2016	1,166.92 292.55 151.64 308.00 308.00 308.00	LIBRARY FEBRUARY 2016 EX 01-6603-150 EX 01-6602-150 EX 01-6101-150 EX 01-6102-150 EX 01-6302-150
25405	1098	STERICYCLE, INC.		3/08/2016	269.36 269.36	EX 01-6102-148
25406	1505	WARD & WILSON, L.L.C.		3/08/2016	1,671.88 1,671.88	MARCH 2016 RECORDER JUDGE EX 01-6000-117
		Number Of Checks:		15		
		Total Check Amount:		11,880.45		

Date: 3/08/2016
Time: 14:08
User: SHERRI

Fund Control: 11

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25407	1395	KELLIS VEGETATION MANAGEMENT		3/08/2016	3,600.00	INDUSTRIAL WEED CONTROL EX 11-6202-225

Number Of Checks: 1
Total Check Amount: 3,600.00

Date: 3/08/2016
Time: 14:08
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 20

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25408	1102	COLB, ALICIA		3/08/2016	80.00	INTERPRETER THRU MARCH 4, 2016 EX 20-6200-103

Number Of Checks: 1
Total Check Amount: 80.00

Date: 3/08/2016
Time: 14:08
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 24

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25409	1549	GOODWYN, MILLS AND CAWOOD, INC		3/08/2016	45,000.00	CBHM140155
					2,000.00	EX 24-6904-331
					43,000.00	EX 24-6904-331

Number Of Checks:
Total Check Amount:

1
45,000.00

Date: 3/08/2016
Time: 14:08
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 27

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25410	1549	GOODWYN, MILLS AND CAWOOD, INC		3/08/2016	4,215.00	BBHM1511001 EX 27-6908-331

Number Of Checks:
Total Check Amount:

1
4,215.00

Date: 3/08/2016
Time: 14:08
User: SHERRI

CITY OF TARRANT
Check Register
File ID: AP16

Fund Control: 31

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25411	1701	REGIONS BANK		3/08/2016	58,661.15	MARCH 2016 REMITTANCE
					28,583.54	EX 31-1010-000
					2,240.63	EX 32-1012-000
					27,836.98	EX 33-1010-000

Number Of Checks:
Total Check Amount:

1
58,661.15

Fund Control: 40

Number of Checks:	1
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Fund Control: 01

Check No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25413	1413	AT & T	3/09/2016	672.65 142.65 EX 01-6603-223 EX 01-6603-223 205 841-0575 052 0542 MARCH 20	
25414	1022	GENUINE PARTS COMPANY	3/09/2016	86.67 101.41 EX 01-6302-129 -101.41 EX 01-6302-129 52.22 EX 01-6302-129 153.61 EX 01-6302-129 31.96 EX 01-6302-129 -153.61 EX 01-6302-129 2.49 EX 01-6302-129	BATTERY
25415	1275	JEFFERSON COUNTY LIBRARY	3/09/2016	344.45 269.29 EX 01-6603-223 75.16 EX 01-6603-223	2016 TAX FORMS
25416	1279	LOCAL GOVERNMENT CORPORATION	3/09/2016	234.00 234.00 EX 01-6000-121	OUTER DUTY WEAR
25417	2434	MES	3/09/2016	181.98 181.98 EX 01-6102-113	2016 CURRENT ISSUES - WATTS, L
25418	1918	PRODUCTIONS UNLIMITED	3/09/2016	25.00 25.00 EX 01-6000-170	STORAGE BOX
25419	1077	QUILT	3/09/2016	20.99 20.99 EX 01-6000-121	SHRED-IT USA - BIRMINGHAM
25420	2159	SHRED-IT USA - BIRMINGHAM	3/09/2016	100.60 100.60 EX 01-6000-148	FEBRUARY 2016 - JUNEAU, LYNN
25421	1096	TARRANT ELECTRIC DEPARTMENT	3/09/2016	2,974.41 2,974.41 EX 01-6000-103	PEST CONTROL
25422	1118	TERMINIX	3/09/2016	58.00 58.00 EX 01-6302-148	VULCAN CONSTRUCTION
25423	1254	VULCAN CONSTRUCTION	3/09/2016	371.50 371.50 EX 01-6302-191	TIRES
25424	1150	WINGFOOT COMMERCIAL TIRE	3/09/2016	232.00 232.00 EX 01-6101-122	
Number Of Checks: 12			Total Check Amount: 5,302.25		

Check No	Voucher No	Vendor	Name	Check Date	Check Amount	-----Distribution/Remarks-----
25425	1248	AMCMA		3/09/2016	300.00	2016 MEMBERSHIP - COLE, ALICE
					100.00	EX 20-6200-207
					100.00	EX 20-6200-207
					100.00	EX 20-6200-207
25426	1265	GEORGE, JAMES P. JR.		3/09/2016	170.00	COURT MARCH 8, 2016
					80.00	EX 20-6200-103
					90.00	EX 20-6200-103
** Final Totals **		Number Of Checks:		2		
		Total Check Amount:		470.00		
		Number Of Checks:		14		
		Total Check Amount:		5,772.25		

Check No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25427	1004	AAA ENVIRONMENTAL SERVICES	3/15/2016	11.95	RAIN JACKET EX 01-6302-129 11.95
25428	1008	ACS TECHNOLOGIES	3/15/2016	98.49	EX 01-6000-143 98.49
25429	1313	AIRGAS USA, LLC	3/15/2016	173.97	OXYGEN EX 01-6102-202 85.26 EX 01-6302-129 88.71
25430	2460	ALSCO - BIRMINGHAM	3/15/2016	100.92	MATS EX 01-6101-141 51.57 EX 01-6101-141 49.35
25431	1989	DELL FINANCIAL SERVICES	3/15/2016	207.20	EX 01-6603-224 207.20
25432	1047	DELL MARKETING L.P.	3/15/2016	6,990.40	EX 01-6101-330 6,990.40
25433	2525	GREATER BIRMINGHAM	3/15/2016	915.33	FEBRUARY 2016 ANIMAL CONTROL EX 01-6302-192 915.33
25434	1108	LOCAL GOVERNMENT HEALTH	3/15/2016	38,995.00	MARCH 2016 REMITTANCE EX 01-6000-106 3,378.00 EX 01-6102-106 6,156.00 EX 01-6101-106 9,019.00 EX 01-6302-106 6,364.00 EX 01-6602-106 1,418.00 EX 01-6603-106 392.00 EX 01-2026-000 11,407.00 EX 01-6000-199 861.00
25435	1097	MCPHERSON ALABAMA TAX EXEMPT	3/15/2016	1,566.30	FEBRUARY 2016 GASOLINE EX 01-6000-122 43.74 EX 01-6101-122 1,476.78 EX 01-6102-122 45.78
25436	1024	NEXAIR, LLC	3/15/2016	40.97	HIGH PRESSURE OXYGEN EX 01-6102-148 40.97
25437	1319	VOID-VOID-VOID	3/15/2016	0.00	Voided Check
25438	1319	O'REILLY AUTO PARTS	3/15/2016	396.71	AIR FILTERS EX 01-6302-129 14.99 EX 01-6302-129 40.63 EX 01-6302-129 79.98 EX 01-6302-129 38.97 EX 01-6302-129 75.00 EX 01-6302-129 17.72 EX 01-6302-129 7.98 EX 01-6302-129 11.99 EX 01-6302-129 4.99 EX 01-6302-129 8.48 EX 01-6302-129 12.34 EX 01-6302-129 81.33

Check No	Voucher No	Vendor	Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25439	1918	PRODUCTIONS UNLIMITED		3/15/2016	25.00	2016 CURRENT ISSUES EX 01-6000-170
25440	1077	QUILL		3/15/2016	140.57	OFFICE SUPPLIES EX 01-6000-121 EX 01-6000-121 EX 01-6000-121
25441	2455	SOUTHEASTERN EMERGENCY		3/15/2016	1,317.38	EX 01-6102-201 444.88 EX 01-6102-201 174.00 EX 01-6102-201 698.50
25442	1981	TECHNOLOGY CAPITAL LLP		3/15/2016	212.10	EX 01-6000-143
25443	1177	UNION SECURITY INSURANCE CO.		3/15/2016	759.78	MARCH 2016 REMITTANCE EX 01-6000-107 88.20 EX 01-6102-107 151.20 EX 01-6101-107 260.19 EX 01-6302-107 184.59 EX 01-6602-107 50.40 EX 01-6603-107 25.20
25444	2378	WEBROOT SOFTWARE, INC.		3/15/2016	120.00	3 YEAR 6 MONTHS ANTI-VIRUS & S EX 01-6102-170
25445	1087	WESTWOOD AUTO PARTS, INC.		3/15/2016	14.85	80W90 GT EX 01-6302-129 14.85
Number Of Checks: 19				Total Check Amount: 52,086.92		

Check No	Vendor	-----Name-----	Check Date	Check Amount	-----Distribution/Remarks-----
25446	1158	ALABAMA CRIME VICTIMS COMP COM	3/15/2016	512.00	FEBRUARY 2016 REMITTANCE EX 10-2039-000
25447	1162	ALABAMA PEACE OFFICERS ANNUITY	3/15/2016	722.00	FEBRUARY 2016 REMITTANCE EX 10-2029-000
25448	1938	CHIEF FINANCE OFFICER	3/15/2016	162.00	FEBRUARY 2016 REMITTANCE EX 10-2054-000
25449	2324	CIRCUIT CLERK JUDICIAL ADM FUND	3/15/2016	371.97	FEBRUARY 2016 REMITTANCE EX 10-2057-000
25450	2322	DISTRICT ATTY SOLICITORS FUND	3/15/2016	2,275.00	FEBRUARY 2016 REMITTANCE EX 10-2055-000
25451	1157	VOID-VOID-VOID-VOID	3/15/2016	0.00	Voided Check
25452	1157	FINANCE DEPARTMENT, STATE	3/15/2016	9,240.10	FEBRUARY 2016 REMITTANCE EX 10-2036-000 667.00 EX 10-2030-000 2,799.00 EX 10-2045-000 250.00 EX 10-2034-000 893.00 EX 10-2032-000 856.30 EX 10-2033-000 45.50 EX 10-2043-000 1,485.50 EX 10-2047-000 207.00 EX 10-2048-000 1,293.00 EX 10-2049-000 417.00 EX 10-2050-000 80.00 EX 10-2062-000 39.30 EX 10-2061-000 78.50 EX 10-2063-000 29.00 EX 10-2046-000 100.00
25453	1154	LEGAL AID SOCIETY	3/15/2016	1,500.00	FEBRUARY 2016 REMITTANCE EX 10-2036-000
25454	2325	PRESIDING CIRCUIT JUDGE ADM FUND	3/15/2016	373.97	FEBRUARY 2016 REMITTANCE EX 10-2057-000
25455	2323	STATE JUDICIAL ADMIN FUND	3/15/2016	1,474.06	FEBRUARY 2016 REMITTANCE EX 10-2058-000 1,474.06
** Final Totals **		Number Of Checks: 10 Total Check Amount: 16,631.10	Number Of Checks: 29 Total Check Amount: 68,718.02		

TARRANT ELECTRIC VOUCHER LIST 3/21/2016

2-14-16	ALABAMA DEPT OF REVENUE - UTILITY TAX	\$ 23,830.56
2-22-16	CBT	\$ 5,553.90
2-55-16	TRIGREEN EQUIPMENT LLC	\$ 708.52
3-3A-16	FEDERAL & FICA 3/11/16	\$ 8,379.40
3-3F-16	ASSURANT / UNION SECURITY	\$ 205.38
3-3G-16	AFLAC	\$ 46.44
3-3J-16	LIBERTY NATIONAL	\$ 448.92
3-4-16	CITY OF TARRANT - RENT	\$ 1,360.00
3-5-16	CITY OF TARRANT - TAX EQUIVALENT	\$ 33,155.76
3-6A-16	REGIONS BOND PAYMENT - 2009 SERIES	\$37,485.42
3-6AA-16	REGIONS BOND PAYMENT - 2011 SERIES	\$6,142.71
3-10-16	DEPOSIT REFUNDS 3/4/16 TO 3/14/16	\$2,656.98
3-17-16	REGIONS EQUIPMENT FINANCE	\$3,324.97
3-18-16	CLASSIC CAR MOTORING - GENERATION PARTNERS	\$645.78
3-19-16	WATER & SEWER ELECTRIC WAREHOUSE	\$106.73
3-22-16	ACTION TIRE	\$1,464.48
3-23-16	ALTEC INDUSTRIES	\$122.17
3-24-16	AMERICAN LIGHTING & ELECTRIC	\$442.32
3-25-16	AMERICAN RED CROSS - PROJECT SHARE	\$50.00
3-26-16	ANSWERTEL OF ATHENS	\$220.45
3-27-16	AT & T	\$76.06
3-28-16	CINTAS CORPORATION	\$161.80
3-29-16	CITY OF TARRANT - PHONES DEC & JAN	\$1,793.02
3-30-16	CSX TRANSPORTATION	\$100.00
3-31-16	DELUXE	\$332.18
3-32-16	FEDEX	\$87.79
3-33-16	G & K SERVICES	\$106.22
3-34-16	GBM SERVICES	\$157.50
3-35-16	GRESKO	\$17,430.12
3-36-16	HAND ARENDALL, LLC	\$75.00
3-37-16	HATCHER HEAVY DUTY SERVICES INC	\$125.00
3-38-16	N.A.P.A.A.	\$30.00
3-39-16	OFFICE DEPOT	\$84.90
3-40-16	PRECISION COMPANY	\$238.04
3-41-16	QUILL	\$50.98
3-42-16	SOUTHLAND INTERNATIONAL TRUCKS, INC	\$275.63
3-43-16	SUBSTATION SERVICE CO	\$6,326.00
3-44-16	VANGUARD	\$1,816.55
3-45-16	WILLIE DOVE DOOR CO	\$275.00
3-46-16	AIRGAS	\$16.54
3-47-16	ARMOR SERVICES	\$240.00
3-48-16	CAPE ELECTRIC SUPPLY	\$2,810.00
3-49-16	CSA	\$3,900.27
3-50-16	CITY OF TARRANT - PHONES FEB	\$881.78
3-51-16	EMPLOYEE ASSISTANCE SERVICES	\$21.42
3-52-16	EXCELERON SOFTWARE	\$2,035.10
3-54-16	HAND ARENDALL, LLC	\$420.00
3-55-16	HARRIS INSURANCE	\$17,975.00
3-56-16	OFFICE DEPOT	\$131.60
3-57-16	OREILLY AUTO PARTS	\$35.97
3-58-16	BBVA COMPASS / PETERBILT	\$3,012.56
3-59-16	PETTY CASH	\$29.67
3-60-16	QUALITY PETROLEUM	\$545.27
3-61-16	RICHARDSON HARDWARE	\$41.17
3-62-16	SOUTHEASTERN TESTING LABORATORY	\$345.30
3-63-16	VANGUARD	\$3,435.09
3-64-16	WRIGHT & ASSOCIATES PRINTING	\$320.00
	NET PAYROLL 3/11/2016	\$20,451.25
	TOTAL	\$212,540.67
2 -7-16	TVA POWER BILL FEB, 2016 DUE 4/4/2016	\$ 401,360.38

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

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

Mayor Tuck

NAYS: None

ABSENT: None

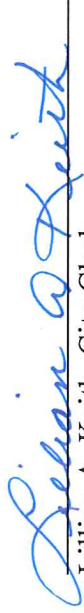
Whereupon Mayor Pro Tem Horton moved that the meeting be adjourned. Said motion was seconded by Councilmember Bryant, regularly put and carried, whereupon the meeting was adjourned.

READ AND APPROVED THIS THE 4TH DAY OF APRIL, 2016.



LOXCIL B. TUCK, MAYOR

Attest:



Lillian A. Keith, City Clerk