MINUTES

Montevallo City Council Work Session September 8, 2014 5:30 p.m. at City Hall

Mayor Hollie C. Cost, Council Member Willie Goldsmith, Council Member Jason Peterson and Council Member Dee Woodham were in attendance. Council Members Sharon Gilbert and Rusty Nix were absent.

Mayor Cost called the work session to order at 5:30 p.m.

Mayor Cost invited the department heads to present their reports.

Police Chief Jeremy Littleton presented the following:

Council Meeting September 08, 2014

Total Cases	72
Traffic Accidents	15
Traffic Stops	328
Traffic Citations	157
Total Arrests	29
Assaults	1
Auto Burglaries	2
Burglaries	0
Domestics	14
Fraud/Forgery	3
Thefts/Attempts	5
Zone Checks	678
School Patrols	65
Investigations	
Active Felony Cases	7
Felony Cases Closed	6
School Report	
Incident Reports	1

We are hosting open house for Montevallo Police Explorer Post 2450 Monday, September 15, 2014, at Parnell Library between the hours of 6:30 P.M and 8:30 P.M. Male or female ages 14 to 21 years of age that are interested in law enforcement are welcome to attend.

Code Enforcement Activity Report August 25 - September 8, 2014

Junk Cars Inspections <u>- 1</u> Pending - 1 Closed - 1 Animal Complaints Inspections <u>- 0</u> Pending - 0 Closed - 0 Abandoned Buildings/Houses - 2 Pending - 14 Closed - 0 Un-Kept Property Inspections - 2 Pending - 8 Closed - 1 Misc. Complaints <u>- 2</u> Pending - 0 Closed - 2 Total Inspections This Period - 7

Total Inspection Year To Date

Council Member Goldsmith asked about the house that burned on Selma Rd. Chief Littleton said that house will be on the demolition list.

- 141

Fire Chief Bill Reid reported activity at the fire department has been fairly routine. The roof on Mt. Olive Church in Wilton collapsed. No one was at the church and no one was injured. The snorkel truck is still being repaired. Everything is running smoothly with the Battalion One transport. So far they transported 12 people to the hospital. They are averaging 2 to 3 per day. At that rate, it should pay for itself. The Chief said they would like to replace their thermal imaging camera using their remaining funds in the City Capital Reserve. It should cost between \$4,000 and \$6,000. Their current unit is 15 years old.

Council Member Woodham asked how many calls Battalion One has made thus far. The Chief said they ran around 18 calls and transported around 12 people.

Mayor Cost welcomed Jason Peterson as a new council member.

Kirk Hamby reported for Public Works. He said several streets have been paved and the crews will return in a week or so to continue the paving project. The entire project is scheduled to be completed no later than October 17th. Mr. Hamby noted the tennis court has been pressurewashed. Our crews have also pressure-washed most of the sidewalks downtown.

Shane Baugh reported that soccer sign-up has gone well. Improvements at Stephens Park are progressing. We've had to move games and practice from the fields while the sprinkler system is being installed. The new softball field at Orr Park is looking great.

Ed Davis reported on the Golf Course. He said they have had 11,608 rounds played through August – around 800 rounds fewer than the same time last year. This was largely the result of a hard winter that damaged our greens. However, the greens are back and the course is looking good. In addition, the driving range was closed for a time this summer so that it could be used as a soccer practice field by UM. They are reimbursing us for the lost revenue. He also noted there will be an article regarding the course in the Birmingham News. He hopes it will provide us with some good publicity. He said we have three large tournaments coming up in October. They are also starting a PGA Golf Academy in September for the Boys & Girls Club. At the next Board meeting, they will go over a list of ideas to address the recent losses at the course. He said they are looking forward to members of the council being there.

Allie Williams presented the library report:

- 1. I have not received the monthly stats for August from Harrison Regional Library yet. They are closing for 2 weeks for extension renovations, so hopefully they will send them before the next meeting (but I am not sure).
- 2. All Dolores Hydock/Bobby Horton tickets have been given out.
- 3. We had our first chess club meeting this past Saturday (9/6/14). Our next meeting is Saturday, October 11.
- 4. We had 20 applicants for the Reading Tutoring program (the partnership between UM and Parnell Library). We have space for 12 students. Assessments will start this week for the first 12 who applied. Students have to test below reading level to qualify. If they test

- above, a spot will open up for another student on the list. We will also have a waiting list. Tutoring starts next Wednesday.
- 5. We are participating in the Bulldog Scholars in Action program and will have 2 students training at the library, hopefully this week.
- 6. ESOL classes started September 4th.
- 7. 1514 website visits since August 25th.

Council Member Woodham provided the Finance report. At the last Finance Committee meeting, we discussed the proposed budget and the most recent financials. Everything this year is looking pretty good, especially our Sales Tax collections. We also discussed concerns regarding the licensing of food truck vendors. So far, we appear to have that covered. We also discussed the financials of the Golf Course and requested some information from them.

With regard to our larger bills, there is an \$18,000 invoice from our architects – Turner Batson, a \$1,300 attorney bill, and a \$4,000 janitorial bill.

Council Member Woodham also noted that a University of Alabama class has offered to prepare a business plan for the proposed Shoal Creek Park development as a class project. Work continues to progress on the softball stadium and track facility. The City App is complete and being edited. We hope to make it public soon.

Chief Littleton explained the request for a modification to the Employee Handbook. He said he checked with the League of Municipalities about this and it is in line with what other police departments.

Ordinance	

Ordinance Amending Montevallo's Employee Handbook

Whereas, from time to time it is necessary and expedient to amend certain policies and procedures of the City of Montevallo; and

Whereas, there are certain amendments which need to be made to the City's Employee Handbook – Personnel Policies and Procedures as adopted by Resolution 07T on September 26, 2007 and further amended on October 8, 2007;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTEVALLO, ALABAMA AS FOLLOWS:

SECTION 5- INTRODUCTORY PERIOD FOLLOWING A PROMOTION

General employees must serve an introductory period of at least ninety (90) days after receiving an appointment or promotion before the appointment or promotion shall be final. Police personnel must serve and an introductory period of at least one hundred eighty (180) days after receiving an appointment or promotion before the appointment or promotion shall be final. During an introductory period, the employee's work habits, abilities,

attitude, promptness, and other pertinent characteristics shall be observed and evaluated by the Department Head. If at any time during an introductory period the Department Head determines that the employee's services have been unsatisfactory, the employee may be restored to the position from which he or she was promoted.

ADOPTED AND APPROVED THIS	_ DAY OF, 2014.
Signed	Attest
Hollie C. Cost Mayor	Herman F. Lehman, III City Clerk

The Mayor noted that the Agenda also includes an ABC License request and a new agreement with M4A. In addition, there is a request regarding temporary parking permits for churches. People attending church are being ticketed. The Police Department recommends issuing temporary parking permits. Chief Littleton said he will check with each church to see how many they need. The Mayor noted that Rev. John Wesley with the Episcopal Church also requested that the block where his church is located be exempted from the permit requirement. She said they are the only resident on that block.

Rev. Wesley said that this was his first council meeting and that he was extremely impressed with hearing all the department head reports. He complimented the city workers and council on everything they do to make Montevallo such a wonderful community. He also thanked Chief Littleton for working with him to address the parking permit issue.

With regard to the Business License code revision, the Mayor thanked Ms. Raymond for all her efforts putting the revisions together. Council Member Peterson asked why the pool table license costs \$500, noting it is the highest priced license we have. Ms. Raymond said that is not a change – it has been that price.

With regard to the 2014-15 Budget, the City Clerk explained the differences between this version and the one the council considered at the previous meeting.

DRAFT #2 RESOLUTION NO. A RESOLUTION OF THE CITY OF MONTEVALLO, ALABAMA ADOPTING ITS 2014-2015 FISCAL BUDGETS

Whereas, Generally Accepted Accounting Policies and Procedures recommend municipalities approve an annual financial budget;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MONTEVALLO, ALABAMA, AS FOLLOWS:

1. The Council hereby adopts the following:

2015 GENERAL FUND BUDGET

REVENUES: Trans from Court (fines)	\$3,983,104 100,000	(NO CHANGE) (NO CHANGE)
Trans from Court (restitution)	<u>73,000</u>	(NO CHANGE)
TOTAL REVENUE	\$4,156,104	(NO CHANGE)
EXPENDITURES:		
Beautification -	\$ 3,000	(NO CHANGE)
Historical Commission -	1,000	(NO CHANGE)
City Judge -	19,089	(UP \$556)
City Prosecutor -	11,928	(UP \$345)
Mayor's Office -	10,914	(NO CHANGE)
Clerk's Office -	75,224	(UP \$1,772)
City Council -	3,450	(NO CHANGE)
Revenue Officer -	73,673	(NO CHANGE)
Elections -	0	(NO CHANGE)
Economic Development -	28,180	(NO CHANGE)
City Hall – General Operations	316,673	(DOWN \$1,605)
City Shop -	18,500	(NO CHANGE)
Police -	1,354,685	(DOWN \$500)
Fire & Rescue -	233,200	(DOWN \$2,790)
Cemetery -	66,575	(DOWN \$800)
Building Inspector -	0	(NO CHANGE)
Fire Inspector -	67,270	(NO CHANGE)
Streets & Roads -	431,307	(DOWN \$414)
Leaf & Limb -	95,764	(DOWN \$400)
Sanitation -	250,322	(UP \$1,818)
Animal Control -	25,860	(UP \$435)
Aging Program -	31,578	(UP \$953)
Parks & Recreation -	193,200	(UP \$732)
Community Band -	500	(NO CHÁNGE)
Recycling Center	13,800	(NO CHANGE)
Mahler Property	6,250	(NO CHANGE)
90% of 1 Cent Expense (MDCD)	478,500	(NO CHANGE)
10% of 1 Cent Expense	53,167	(NO CHANGE)
Fire Truck Lease Repayment	54,654	(NO CHANGE)
Library Loan Repayment	70,776	(NO CHANGE)
Transfer to Library -	168,854	(NO CHANGE)
TOTAL EXPENDITURES	\$4,155,863	(DOWN \$28)

REVENUES OVER EXPENDITURES	\$ 269	(UP \$28)
4/5 CENT GAS EXCISE TAX	<u>FUND</u>	
REVENUES	\$ 11,462	(NO CHANGE)
EXPENDITURES	11,000	(NO CHANGE)
REVENUES OVER		-
EXPENDITURES	\$ 462	(NO CHANGE)
2 & 7 CENT GAS EXCISE TA	X FUND	
REVENUES	\$ 14,805	(NO CHANGE)
EXPENDITURES	14,805_	(NO CHANGE)
REVENUES OVER		,,
EXPENDITURES	\$ 0	
COURT		
REVENUES	\$ 425,150	(NO CHANGE)
EXPENDITURES	419,416	(DOWN \$5,366)
REVENUES OVER		(30 711, 40,000)
EXPENDITURES	\$ 5,734	(UP \$5,366)
FORFEITURE FUND		
REVENUES	Φ Δ	AIO CHANGE
EXPENDITURES	\$ 0 0	(NO CHANGE)
REVENUES OVER		(NO CHANGE)
EXPENDITURES	\$ o	
CAPITAL IMPROVEMENT FU	IND	
CONTROL WILLIAM FOR	21 10	
REVENUES	\$ 34,297	(NO CHANGE)
EXPENDITURES	0	(NO CHANGE)
REVENUES OVER		
EXPENDITURES	\$ 34,297	
LIBRARY FUND		
REVENUES	\$ 196,654	/TID \$7 000\
EXPENDITURES	193,670	(UP \$7,800) (UP \$1,152)
REVENUES OVER		(Οι ψι,1 <i>02)</i>

MONTEVALLO RESERVE FUND

REVENUE	ľ
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Library Debt Payments	\$ 70,776	(NO CHANGE)
Fire Truck Lease Payments	54,654	(NO CHANGE)
10% of 1 Cent Tax	53,167	(NO CHANGE)
90% of 1 Cent Tax	478,500	(NO CHANGE)
TOTAL	\$657,097	(NO CHANGE)
EXPENDITURES		
Fire Truck Refinance	\$ 42,500	(NO CHANGE)
MDCD	478,500	(NO CHANGE)
City Hall – IT	14,000	(NO CHANGE)
City Hall – FF&E	20,000	(NO CHANGE)
Police - Vehicles	33,000	(NO CHANGE)
Fire Dept – SCBA (4)	20,000	(NO CHANGE)
Fire Dept - Zoll Monitor Replacement	30,000	(NO CHANGE)
Fire Inspector Capital	500	(NO CHANGE)
Street – Infield Spreader	10,000	(NO CHANGE)
Street Mower	8,500	_(NO CHANGE)
TOTAL	\$ 657,000	(NO CHANGE)
UNALLOCATED	\$ 97	(NO CHANGE)

ADOPTED AND APPROVED THIS	DAY OF, 2014.
ATTEST:	Mayor
City Clerk	
The City Clerk also pointed out that this ver employees.	sion includes a 3% COLA for all full-time
Council Member Woodham noted that there 3% COLA and a 2% COLA.	e is around a \$20,000 difference between the cost of a
	been recommended to fill the vacancy on the to fill the position because our Code Enforcement ne Board to review.
Family Day Resolution -	
Resolution _	
Whereas, the use of illegal drugs and the ab	use of alcohol and nicotine constitute the greatest

threats to the well-being of children; and

Whereas, surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs; and

Whereas, teenagers who virtually never eat dinner with their families are 72 percent more likely than the average teenager to use illegal drugs, alcohol and cigarettes; and

Whereas, the teenagers who almost always eat dinner with their families are 31 percent less likely than the average teenager to use illegal drugs, alcohol and cigarettes; and

Whereas, the correlation between family dinners and reduced risk for teen substance abuse are well documented; and

Whereas, parental influence is known to be one of the most crucial factors in determining the likelihood of substance abuse by teenagers; and

Whereas, family dinners have long constituted a substantial pillar of family life in America;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEVALLO, ALABAMA AS FOLLOWS:

That the fourth Monday in September (September 22nd) is hereby proclaimed as Family Day - A Day to Eat Dinner with Your Children; and

Urge all Montevallo citizens to recognize and participate in its observance.

ADOPTED AND APPROVED THIS	_ DAY OF SEPTEMBER, 2014.
Signed	Attest
Hollie C. Cost Mayor	Herman F. Lehman, III City Clerk

The Mayor said she also wanted to recognize the achievement of our Police Chief, Jeremy Littleton:

Office of Continuing Education 700 Pelham Road North Jacksonville State University Jacksonville, AL 36265



Toll Free: 1-800-634-7199
Fax: (256) 782-5983
E-mail: conted@jsucc.jsu.edu
www.jsu.edu/depart/conted

September 2, 2014

The Honorable Hollie C. Cost, Ph.D. City of Montevallo 545 Main Street Montevallo, AL 35115

Dear Mayor Cost,

On behalf of the University Partnership for Alabama Continuing Education, (UPACE) and the Alabama Association of Chiefs of Police (AACoP), I take great pleasure in announcing that Chief Jeremy Littleton has completed his first forty hours of training in the Certified Law Enforcement Executive Program. Chief Littleton was recognized and awarded his certificate on July 31, 2014 at the Alabama Association of Chiefs of Police 2014 Summer Conference in Orange Beach. Earning this certificate is not only a credit to Chief Littleton but also to the City of Montevallo for its contribution to the advancement of law enforcement management principles.

Examples of courses included in this program are: Dealing Effectively with the External Environment, Effective Management and Supervisory Techniques for the Police Executive, Diversity: Understanding People and Cultures, Strategic Planning for Your Department and Generational Differences and Assessments.

Thank you for making it possible for Chief Littleton to participate in this program.

Sincerely,

Belinda Blackburn, Director
Office of Continuing Education
Jacksonville State University, Partner
University Partnership for Alabama Continuing Education

CC: Chief Jeremy Littleton

Montevallo City Council Meeting June 23, 2014 6:00 p.m. at City Hall

Mayor Hollie C. Cost, Council Member Willie Goldsmith, Council Member Jason Peterson and Council Member Dee Woodham were in attendance. Council Members Sharon Gilbert and Rusty Nix were absent.

Meeting Called to Order - Mayor opened the meeting at 6:00 p.m.

Pledge of Allegiance

Approval and/or corrections of the minutes – 8/25/14 Council Member Goldsmith made a motion to approve the Minutes from August 25, 2014 as presented. Council Member Woodham seconded. Council Member Peterson ABSTAINED. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Student Recognitions / Awards

Dr. Hester made presentations for Montevallo High School:

Excellence in Service Awards

Undraez Lilly
Chemesia Farrington
Payton Edwards
Erika Rosas
Aldo Silva
Lauren Groover
Gregory Spence
Guadalupe Serrano
Jamal Figueroa
Shelby Teston

Excellence in Academics Awards

Baylee Easterling Kiyon Brown Shamia Smith

Montevallo's School Staff Excellence Award

Cheryl Allen

Montevallo's Excellent Educator Award

Jordan Pritchett

Dr. Hester urged everyone to go to AL.com and vote for Zack as Player of the Week.

Opportunities for citizens to speak to the Council

Veronica Bailey asked for the Civic Chorale's events to be added to the message board. Mayor Cost told her to give the info to Cindy Holsombeck and she will add it.

Adam Campbell invited everyone to attend an event at St. Andrews Episcopal Church on Sunday from 12 to 2 PM.

Allison Welcome said they have had problems with tree limbs coming down on Hwy 203 and asked the city to look into it.

Committee Reports and Consideration of Bills:

Public Health & Safety (Police, Fire, Code Enforcement, Housing Abatement)—Discussed in Work Session.

Sustainability (Streets & Sanitation, Recycling, Arbor & Beautification, ValloCycle, Environmental Preservation Initiatives) – Discussed in Work Session.

Recreation, Preservation and Community Development (Parks & recreation, Golf Course, Youth Athletics, Trails, Historical Commission, Planning & Zoning, Annexations) — Discussed in Work Session.

Education, Arts & Outreach (Schools, UM, Boys & Girls Club, Library, American Village, Sister City Commission, Artwalk, Middle School Grant) – Discussed in Work Session.

Finance, Economic Development & Tourism (Finance, MDCD, IDB, Chamber) – Discussed in Work Session.

Consent Agenda: NONE

New Business:

Ordinance Amending Montevallo Employee's Handbook –

Council Member Goldsmith made a motion to suspend the rules and leave the regular order of business. Council Member Woodham seconded. Mayor Cost, Council Member Goldsmith, Council Member Peterson and Council Member Woodham VOTED AYE. . . MOTION APPROVED.

Council Member Goldsmith made a motion to amend the Employee Handbook as recommended. Council Member Woodham seconded. Mayor Cost, Council Member Goldsmith, Council Member Peterson and Council Member Woodham VOTED AYE. . . MOTION APPROVED.

Ordinance 09082014-303

Ordinance Amending Montevallo's Employee Handbook

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ADOPTED AND APPROVED THIS 8th DAY OF SEPTEMBER, 2014.

Signed	Attest	
Hollie C. Cost	Herman F. Lehman, III	
	month in Dominan, in	

Council Member Woodham made a motion to return to the regular order of business. Council Member Goldsmith seconded. Mayor Cost, Council Member Goldsmith, Council Member Peterson and Council Member Woodham VOTED AYE. . . MOTION APPROVED.

Transfer of ABC License – 4640 Hwy 25

Council Member Goldsmith made a motion to approve the ABC License for Montevallo Shell as recommended. Council Member Peterson seconded. ALL AYES... MOTION APPROVED.

M4A Agreement

Council Member Woodham made a motion to authorize the Mayor to enter into an agreement with M4A. Council Member Goldsmith seconded. ALL AYES. . . MOTION APPROVED.

MIDDLE ALABAMA AREA AGENCY ON AGING

15863 Highway 25 CALERA, AL 35040

TELEPHONE (205) 670-5770 ~ FAX (205) 670-5750

1-866-570-2998

Memorandum

Date:

August 26, 2014

To:

Cities/Towns Serving Senior Meals in the M4A Region

From:

Carolyn Fortner, M4A Executive Director

Re:

FY 2015 Agreement for the Senior Meal Program and Other Services at Senior Centers

FY 2015 HIPAA Business Associates Agreement

Please review the enclosed Agreement at your September 2014 City/Town/Commission/Board meeting. If you would like to continue the senior meal program in your community, please approve, then sign, date and witness the Agreement.

Return only the single signature page and the signed Business Associates Agreement (BAA) to M4A as soon as possible but no later than October 15, 2014 (Wednesday).

Because M4A is moving its office in mid-September, I ask that you scan and email the BAA and signature page to: Carolyn.Fortner@adss.alabama.gov

M4A's new mailing address:
Middle Alabama Area Agency on Aging
P.O. Box 618
Saginaw, AL 35137

DEADLINE: OCTOBER 15, 2014 (WEDNESDAY)

If possible, please scan and email the Business Associates Agreement and signature page to: Carolyn.Fortner@adss.alahama.gov

If you do not plan to continue the senior nutrition program in your community, please notify me as soon as possible. If you have any questions, please contact me at 1-866-570-2998 or Carolyn.Fortner@adss.alabama.gov

Thank you!

MIDDLE ALABAMA AREA AGENCY ON AGING WILL SERVE AS THE ADVOCATE AND FOCAL POINT FOR OLDER INDIVIDUALS WITHIN THE COMMUNITIES OF BLOUNT, CHILTON, SHELBY, ST. CLAIR AND WALKER COUNTIES.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT is made the 1st day of October 2014, by and between the Middle Alabama Aren Agency on Aging (lucroinafter referred to as the "COVERED ENTITY") and CITY OF MONTEVALLO hereinafter referred to as the "BUSINESS ASSOCIATE."

WHEREAS, COVERED ENTITY maintains and operates offices in the State of Alabama and has an obligation under the Privacy Rule of the Health Insurance Portability and Accountability Act, Public Law No. 104-191, to protect the privacy of health information of the clients its serves; and

WHEREAS, BUSINESS ASSOCIATE provides auciliary services which assist or complement COVERED ENTITY in the carrying out of its mission of providing individual and family assistance and services, including homemaker services, respite services, unskilled respite services, and/or personal care; adult foster/day care, adult services, food stamps, and public assistance benefits to its clients and thus may from time to time have access to confidential health information of those clients:

NOW THEREFORE, the parties agree as follows:

1. Definition:

Catchall definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F. R. Sections 160.103 and 164.501.

Examples of specific definitions:

- (a) Business Associate. "Business Associate" shall mean the same person or entity listed above as Business Associate.
- (b) Covered Entity. "Covered Entity" shall mean the Middle Alabama Area Agency on Aging.
- (e) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- (d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required By Law "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164,501.
- (g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designees.

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information relating the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available in a timely manner to the Covered Entity, or to the Secretary, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (g) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required by Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.
- (h) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with this Agreement to permit Covered Entity to respond in a timely manner to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.

3. Permitted Uses and Disclosures by Business Associate: General Use and Disclosure Provisions

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Page 1 of 2

- (c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164,504(e)(2)(i)(B).
- (d) Business Associate may use Protected Health information to report violations of law to appropriate Federal and State Authorities, consistent with Section 164.502(j)(1).

4. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. 164.20, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the day first written notice above, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is unfeasible or illegal to return or destroy Protected Health Information or, if for any other reason the Business Associate decides not to destroy or return the Protected Health Information to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement
 if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - ii. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - iii. If neither termination nor core is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination.
 - i. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity unless unfeasible or illegal to do so or the Business Associate for any other reason decides not to return or destroy the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.
 - Business Associate shall extend the protections of this Agreement to such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

7. Miscellancous

- (a) References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Agreement.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first written above.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

For: Middle Alabama Area Agency on Aging

By: Carolyn Fortner, Executive Director

(Printed Name and Title)

(Signature)

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IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

For Middle Alabama Area Agency on Aging Title: Executive Director	5/25/2014 Date
Sharon Eshala Witness	<u>B/23/2014</u> Date
For the Contractor ' Title: Mayor, City of Montevallo	Date
Witness '	Date
Approved: hord Lwel) , ¹

Richard Lovelady, Chairman M4A Board

Memorandum of Agreement Between Middle Alabama Area Agency on Aging And The City of Montevallo

Purpose of the Memorandum of Agreement

The purpose of this Agreement is to set forth the essential elements of a cooperative working relationship between Middle Alabama Area Agency on Aging (or M4A) and the City of Montevallo (hereinafter the Parties) to enhance the provision of nutrition and other services to eligible seniors.

Background

The Middle Alabama Area Agency on Aging has been awarded grants from the Alabama Department of Senior Services (ADSS) to provide meals and other services (recreation, information and referral, education, health prevention, transportation, legal, etc., as outlined in Exhibit A) to adults 60 years of age and older in the M4A service area. These grants operate under the auspices of the Alabama Nutrition Program for the Elderly (NPE) and are awarded under authority of Titles III-B, III-C, and III-D of the Older Americans Act of 1965, as amended (or other Authority as appropriate) and subject to pertinent regulations and policies of the U.S. Department of Agriculture, the Department of Health and Human Services and the Administration on Aging (Administration for Community Living) applicable to the implementation of services under Title III of the Older Americans Act of 1965, as amended – Public Law 93-29, 87, Stat. 36-45.

The Middle Alabama Area Agency on Aging will enter into contracts with local governments and/or other non-profit entities to operate senior centers within each county in its service area. Centers shall be strategically located so that services can be delivered efficiently and targeted to meet those seniors with the greatest need for service. The local agency, in this instance the City of Montevalto (hereinafter Contractor), will ensure that the center is staffed a minimum of five hours daily, five days a week except holidays, unless a waiver has been submitted to and approved by the Alabama Department of Senior Services to operate less than five hours daily, five days a week.

On behalf of the thirteen Area Agencies in the State, including Middle Alabama Area Agency on Aging, the Alabama Department of Senior Services bids a statewide food service contract for a contractor to prepare meals meeting the state nutrient-planning standard and to deliver these meals to senior centers and clients throughout the state. Valley Services Inc., hereafter called Vendor, has been awarded the current contract.

Responsibilities of All Parties to This Agreement

By signing this Agreement, M4A and the Contractor agree to the following:

1. In conjunction with M4A, the Parties agree to plan and implement other services and programs as the need arises.

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- The Parties agree to work to keep costs contained and efficient. The Contractor and M4A will work together to solicit other sources of private, public, faith-based and grant funding to increase meals and other services to rural homebound elderly in unincorporated areas.
- 3. The Parties agree to follow all policies and procedures regarding confidentiality and advise all staff and volunteers of the importance of client confidentiality.
- 4. The Parties agree to comply with Section 1352, Title 31 of The U.S. Code and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract supported by Federal Funds.
 - a. Maintain such financial and other records as required to meet Federal, State and local requirements.
 - Follow good fiscal procedures for all fundraising activities. No funds shall be used for lobbying or political contributions.
- 5. The Parties agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the Regulations pursuant thereto. Comply with the Americans with Disabilities Act, the Age Discrimination Act Of 1975, The Rehabilitation Act of 1973 and all other applicable Department of Health and Human Service regulations.
- The Parties will certify that they shall provide and shall continue to provide a drug-free workplace according to the Drug-Free Workplace Act Of 1988, 45 CFR. Part 76, Subpart F and as published in the May 25, 1990, Federal Register.

Responsibilities of M4A

- M4A will develop an Area Plan, in collaboration with local governments, for the implementation and development of programs and services for those 60 or older, and residing in the M4A service area.
- M4A will serve as the advocate, focal point, and planning and development agency for older individuals within the county by monitoring, evaluating, and commenting upon policies, programs, hearings, levies and community actions which will affect older individuals.
- M4A will identify any service gaps and use the information in planning new or expanded programs.
- 4. M4A will work to implement and expand programs.
- 5. M4A will obtain local, state, and federal financial support for program activities and disseminate funds within the service area.
- 6. M4A agrees to provide to the Contractor financial support, by way of Federal and State funding from the Older Americans Act, in the amount and for services as outlined in Exhibit B under the terms of this Agreement, contingent upon continued level funding from the local governments which comprise the M4A region.
 - a. Support to the Contractor shall be made in the amount of 1/12 (one-twelfth) per month within 30 days after receipt of all required reports and provided that all required reports have been received by the M4A Fiscal Office and Nutrition Program on or before the 15th of the following month. The only exception to required reports is that the Contractor Time Recap Report (usually completed by the center manager) shall be faxed to the M4A Fiscal Office no later than the 5th of the following month.
 - Reports from the center manager shall include: Weekly Logs, Participant Sign-in Sheets, and the Valley Ticket. Reports from the Contractor shall include: Monthly

- Report of Expenditures and Request for Funds, Personnel Cost Recap—Program, Personnel Cost Recap—In-Kind, Contractor Employee Individual Time Report, and the Contractor Time Recap Report.
- c. The cost of all ineligible meals attributed to the Contractor shall be deducted from the amount of the support. An ineligible meal is a meal that is ordered by the Contractor's center manager and either not served or served to an ineligible participant. If two meals of the same meal type (i.e., 2 lunches) are served to an eligible participant on the same day, then the second meal (i.e., the second lunch) is ineligible according to guidance from the Alabama Department of Senior Services. For all purposes, the determiner of an ineligible meal shall be the Valley Ticket completed by the Contractor's center manager and submitted to M4A.
- d. In order for M4A to comply with the deadlines and guidance as established by the Alabama Department of Senior Services, M4A shall require that all reports be submitted to M4A within a reasonable time after the close of the month but in no instance any later than the 15th of the following month (except the Contractor Time Recap Report which is due on/before the 5th of the following month). Failure to provide required reports for monthly support under this Agreement may, at M4A's discretion, result in forfeiture of support for that month. If the 15th falls on a Saturday, then all paperwork is due on Friday. If Friday is a holiday, then paperwork is due on Thursday. If the 15th falls on a Sunday, then all paperwork is due on Monday. If Monday is a holiday, then paperwork is due on Tucsday.
- All reports for the fiscal year shall be due no later than October 15, 2015. Failure to
 provide required paperwork on or before this date shall result in forfeiture of any/all
 remaining funding from M4A under this Agreement.
- 8. M4A will advocate for more governmental services, funding, and other sources of revenue to support the senior programs in the service area.
- M4A agrees to provide general program guidance, supervision and monitoring of the Senior Center Staff and other program activities.
 - a. Provide management and training of personnel who provide services to senior participants in the congregate and homebound meals programs to include food handling, operation of the meal site, volunteer training, and other pertinent topics.
 - b. Provide materials to center managers for nutrition education, public education and health prevention.
 - c. Provide technical support to senior center personnel relative to site operation and funding requirements (food service, reservations, meal ordering, donations, data collection, etc.).
 - d. Order all meals from Vendor and ensure compliance with all ADSS Regulations, Rules, Policies, and Procedures.
 - e. Provide special event menus up to two times per year as requested by the center manager and approved in advance by ADSS Nutritionist.
 - f. Evaluate and monitor nutrition services on a regular basis and provide feedback to the ADSS Nutrition Services Administrator and all vendors.
 - g. Assist with solicitation of volunteers and outreach in the community.
- 10. The M4A Fiscal Office will monitor Contractor at least one time per fiscal year in compliance with the Older Americans Act assurances and requirements of the Alabama Department of Senior Services. In addition, the M4A Fiscal Office will provide

- guidance, training, and other technical assistance needed or requested in order to foster understanding, communication, and compliance with this Agreement.
- 11. M4A will provide a toll free hotline (1-866-570-2998) for information and assistance through the M4A No-Wrong Door Service Delivery System. This system will pre-screen clients for services.
- M4A will communicate and collaborate with sponsoring agency staff, ADSS, and vendors.
- 13. M4A agrees to follow all procedures and guidelines as outlined ADSS's Alabama Elderly Nutrition Program: Guide to Meal Services.

Responsibilities of the Food Service Vendor

The responsibilities of the Vendor are defined in the state contract. For informational purposes only, some of the responsibilities of the Vendor that are pertinent to this MOA are listed here:

- Provide meals that are safe, acceptable in quality and of sufficient quantity to yield the number of meals ordered for the center. Meals will be nutritionally balanced, comply with Dietary Guidelines, and provide 1/3 RDA for older adults of eight indicator nutrients.
- 2. Provide hot meals for the noon meal, 5 days per week, except 11 holidays and up to 10 additional non-serving days. Minimum daily order shall be 25 meals.
- 3. Provide additional meal types such as frozen, picnic, shelf-stable, holiday, breakfast, and liquid supplements. Delivery may be to the center or to the client.
- Provide all delivery equipment and vehicles required to transport meals to centers or clients (hot and cold food carriers; cooler chests; serving pans and other small equipment; and transport vehicles).
- 5. Equip each senior center with the following equipment and supplies:
 - a. Electric Holding Cabinet
 - b. Coffee Urn
 - c. Tea Urn
 - d. Serving Utensils
 - e. Digital Thermometers (2)
 - f. Plastic Pans as required to supplement sink basins
 - g. Chemical test strips

All of these items are for the exclusive use of the senior center for senior center activities. The Vendor will make any and all routine repairs without charge. However, center personnel are charged to make a reasonable effort to safeguard the equipment from abuse or pilferage. Equipment remains the property of the Vendor and shall be returned to the Vendor at the termination of the contract.

- Provide centers with the disposable supplies required for serving both congregate and home delivered meals in amounts and proportions appropriate for number and mix of meals ordered.
- 7. Provide supplies required to serve coffee to congregate clients in fall and winter and tea in spring and summer.
- 8. Deliver meals to the senior centers by 10:30 am.
- 9. Follow all other contract requirements as outlined in bid specifications,

Responsibilities of the Contractor

- 1. In collaboration with M4A, the Contractor will:
 - a. Develop a plan for providing nutrition and other services to older individuals residing in the community.
 - b. Give priority for services under this Agreement to those with greatest social and economic need residing in Shelby County.
 - c. Assist M4A in developing a plan for meeting the service needs of minority, low-income and low-income minority older individuals in the service area.
 - d. In collaboration with M4A, conduct public hearings and/or needs assessments to give the public an opportunity to express their concerns about existing and needed senior programs.
 - e. Assist M4A in developing plans to help those older individuals with Alzheimer's disease or related disorders, and those with limited English-speaking abilities.
 - Provide on-going social, recreational, and educational activities to be available at all times during senior center program hours except when meals are being served.
 - g. Agree that M4A may carry out monitoring and evaluation activities as determined necessary by M4A and/or ADSS.
- 2. The Contractor will employ a center manager capable of carrying out the responsibilities in this Agreement. The center manager will be responsible for all aspects of the nutrition program for the elderly, including the congregant meal program, the home-delivered (or homebound) meal program, and any and all center volunteers and other center staff assisting with the operation of the senior center or nutrition program for the elderly. The center manager will also be responsible for completing all daily, weekly, and monthly reports as required by M4A and ADSS for the nutrition program for the elderly, Paperwork shall include: Weekly logs, Participant Sign-in Sheets, and the Valley Ticket. Paperwork may include the Valley Reimbursement Form, the Valley Supply Form, and the Client Enrollment Form. The center manager shall be responsible for completing a Client Enrollment Form and Nutrition Risk Assessment on all homebound referrals to the nutrition program and faxing these completed forms to the M4A Nutrition Coordinator. Due to meal budgets, funding, and upon direction of the Alabama Department of Senior Services, no one shall be placed on home-delivered meals without the authorization of the M4A Nutrition Coordinator. The center manager shall maintain an individual record of each program participant on the appropriate ADSS client intake form. The center manager will ensure that all new clients complete the appropriate client intake form when services are requested and that all existing client records are updated annually.
- 3. The Contractor agrees the Center Manager shall work 5 hours a day for every serving day as established by the Alabama Department of Senior Services and up to 4 training days per fiscal year as required by M4A and/or ADSS. The Contractor agrees to provide any additional staff required for meal delivery and/or other center operations.
- 4. The Contractor agrees to provide personnel management and compensation for meal delivery to include the State of Alabama approved mileage reimbursement rate.
- The Contractor agrees to solicit volunteers from the community to deliver homebound
 meals and to provide other volunteer services to meet the needs of the elderly or to
 enhance the quality of life of the elderly living within the community.

- 6. The Contractor agrees to provide space, utilities and other overhead necessary for food service and senior center operations to fulfill the terms of this Agreement. At a minimum the senior center will have a:
 - a. Refrigerator
 - Three compartment sink or approved equivalent equipped with hot and cold running water
 - c. Hand washing sink equipped with hot and cold running water
 - d. Secure area for storage of disposable supplies
 - e. Serving tables or counters
 - f. Dining tables and chairs
 - g. Insulated carriers as required for home delivered meals
 - h. Grounded electrical receptacles for warmers and beverage appliances. Said space and equipment will be in accordance with all applicable Federal, State and local laws and regulations and in compliance with all Policies and Procedures of M4A and ADSS
- 7. The Contractor agrees to provide participants in the nutrition program for the elderly (both congregant and homebound) the opportunity to make voluntary donations for services rendered. All donations shall be forwarded at least monthly to M4A by money order (which M4A will reimburse the cost of if a receipt is attached) or by check drawn on the Contractor's account.
- 8. The Contractor agrees that:
 - a. The suggested donation shall be \$2.00 per meal.
 - b. All donations shall be confidential.
 - c. No one shall be denied services because of an inability to or unwillingness to make a contribution.
 - d. The senior center will be provided with a locked box and individual donation envelopes to help ensure privacy and security of donations
 - e. The Center Manager will forward donations at least monthly to M4A with daily logs of donations and by check or money order. Expense for money orders submitted with receipt will be reimbursed on monthly expense reports.
- 9. The Contractor agrees to provide local resources to support the senior center and center activities. Local resources may be cash or in-kind. As required by ADSS, all local cash and in-kind expenditures in support of the Title III Program, regardless of source, must be reported by the Contractor to M4A. See Exhibit B for categories of local support and list of reports/paperwork required from the Contractor. For additional guidance, Contractor should contact M4A's Fiscal Office
- 10. The Contractor agrees to have an independent auditor include the Title III Program (the nutrition program for the elderly and transportation related thereto) in its examination including the type and amount of the M4A federal grant and at the close of the fiscal year, submit to M4A a copy of its audited financial statements.
- The Contractor agrees to provide M4A with a Certificate of Insurance showing adequate insurance coverage for General Liability, Workers Compensation, Property, and Casualty for the senior center.
- 12. The Contractor agrees to follow all procedures and guidelines as outlined ADSS's Alabama Elderly Nutrition Program: Guide to Meal Services (manual has been provided to the center manager).

13. The Contractor agrees that all paperwork shall be received by M4A, no later than the 15th of the following month (except the Contractor Time Recap Report which is due on/before the 5th of the following month) in order for the Contractor to receive monthly support. Paperwork may be faxed or emailed to the attention of M4A's Fiscal Office (for reports from the Contractor's Fiscal Office) or to the attention of M4A's Nutrition Program (for center manager reports).

IMMIGRATION LAW COMPLIANCE: The Contractor agrees to comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act as follows: The Contractor hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended and has provided proper documentation to the Middle Alabama Area Agency on Aging.

Time Period, Termination, Hold Harmless

This Agreement will be effective October 1, 2014 through September 30, 2015 and may be extended, revised, or amended by mutual agreement.

This Agreement can be suspended or terminated prior to its expiration date by mutual written agreement of all parties, or in the event of major force or in the event of a breach of any of the other parties. This Agreement may also be terminated by either party upon 30-day's notice delivered to the other in writing.

Unless otherwise agreed by the Parties, any dispute arising out of this Agreement, which cannot be resolved by discussions, shall be referred to binding arbitration.

The Contractor agrees to hold the Middle Alabama Area Agency on Aging, staff and Board of Directors harmless from any or all claims or loss or damage occasioned to it or any third person or property by reason of an Act(s) or Omission(s) on the part of M4A, its subcontractors, agents, employees, or persons working directly or indirectly in the performance of the Agreement.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

Carolin alfol	8/25/2014
For Middle Alabama Area Agency on Aging	Date /
Title: Executive Director	
Sharon Echols.	8/25/2014
Witness	Date
For the Contractor Title: Mayor, City of Montevallo	Date
Witness	Date
Approved than I have	•

Richard Lovelady, Chairman M4A Board

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Exhibit A

Total Fiscal Year Financial Support from M4A: \$9397

Contractor may use financial support for any of the following services:

- Personal Care
- Homemaker
- Chore
- Home Delivered Meals
- Transportation for Participants
- Transportation for Meal Delivery
- Adult Day Care/Health
- Case Management
- Congregate Meals
- Nutrition Education
- Information and Assistance
- Outreach
- Recreation
- Material Aid
- Public Education
- Telephone Reassurance
- Friendly Visiting
- Disease Prevention and Health Promotion (but only if the person providing this activity is certified)

The following Forms are to be used to report the above categories of services; these forms are (most often) completed by Contractor's Center Manager Employee:

- 1. Contractor Employee Individual Time Report (due on/before the $15^{\rm th}$ of the following month)
- 2. Contractor Time Recap Report (due on/before the 5th of the following month)

Exhibit B

Categories in which Contractor May Report Local Support of Senior Activities (i.e., In-kind Receipts and Contractor's Cash):

- Personnel (Program)
- Personnel (In-Kind)
- FICA
- Worker's Comp
- SUI
- Other Employee Benefits
- Travel
- Office Expense
- Postage
- Telephone
- Utilities
- In-Kind (In-Kind=paid or given goods, commodities or services instead of money)
- Space In-Kind
- Training
- Transportation
- Equipment Maintenance
- Insurance
- Other

The following Forms are to be used to report the above categories of support from the Contractor:

- 1. Monthly Report of Expenditures and Request for Funds (due on/before the 15th of the following month)
- 2. Personnel Cost Recap-Program (due on/before the 15th of the following month)
- 3. Personnel Cost Recap-In-Kind (due on/before the 15th of the following month)

Perry Hall (Mahler Property) Architectural Study - Will be discussed at next meeting.

Temporary Residential Parking Permits - Churches

Council Member Peterson made a motion to authorize the Police Chief to issue temporary residential parking permits to churches in the affected areas. Council Member Woodham seconded. ALL AYES. . . MOTION APPROVED.

Council Member Goldsmith made a motion to allow St. Andrews Episcopal Church to be exempted from the residential parking permit zone along Plowman St from Oak St to Highland St. Council Member Woodham seconded. ALL AYES . . . MOTION APPROVED.

Old Business:

Ordinance Amending Business License Code - Council Member Goldsmith made a motion to amend the Business License Code as recommended. Council Member Woodham seconded. Mayor Cost, Council Member Goldsmith, Council Member Peterson and Council Member Woodham VOTED AYE . . . MOTION APPROVED.

ORDINANCE NUMBER 09082014-305

COUNCIL MEMBER GOLDSMITH INTRODUCED THE FOLLOWING ORDINANCE

COUNCIL MEMBER WOODHAM SECONDED THE ORDINANCE

An Ordinance Amending the Montevallo Code of Ordinances, Chapter 8 – Sections 8-1 through 8-26

Whereas, the State of Alabama did enact the Municipal Business License Reform Act of 2006 (Act No. 2006-586)

Be It Ordained by the City Council of the City of Montevallo all other ordinances or parts of ordinances in conflict or inconsistent with this ordinance, and all amendments thereto, are hereby repealed to the extent necessary to give this ordinance full force and effect.

E IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MONTEVALLO, BALABAMA, AS FOLLOWS:

Section 1 - Levy of License Tax

Pursuant to the *Code of Alabama* and in accordance with the *Municipal Business License Reform Act of 2006* (Act No. 2006-586), the following is hereby declared to be and is adopted as the business license code and schedule of licenses for the City of Montevallo for the year beginning January 1, 2015, and for each subsequent year thereafter. There is hereby levied and assessed a business license fee for the privilege of doing any kind of business, trade, profession or other activity in the municipality, by whatever name called.

Section 2 - Definitions.

Unless the context clearly requires otherwise, the following terms shall have the following meaning as set forth below:

<u>BUSINESS</u>. Any commercial or industrial activity or any enterprise, trade, profession, occupation, or livelihood, including the lease or rental of residential or nonresidential real estate, whether or not carried on for gain or profit, and whether or not engaged in as a principal or as an independent contractor, which is engaged in, or caused to be engaged in, within a municipality.

<u>BUSINESS LICENSE</u>. An annual license issued by the municipality for the privilege of doing any kind of business, trade, profession, or any other activity in the municipality, by whatever name called, which document is required to be conspicuously posted or displayed except to the extent the taxpayer's business license tax or other financial information is listed thereon.

<u>BUSINESS LICENSE REMITTANCE FORM.</u> Any business license return, renewal reminder notice, or other writing on which the taxpayer calculates the business license tax liability for all or part of the license year and remits the amount so calculated with the form.

<u>CITY</u>. The City of Montevallo, Alabama. The term shall also include the city's police jurisdiction, where the business license tax is levied in the police jurisdiction.

<u>DEPARTMENT or DEPARTMENT OF REVENUE</u>. The Alabama Department of Revenue, as created under Section 40-2-1 et seq.

<u>DESIGNEE</u>. An agent or employee of the municipality authorized to administer or collect, or both the municipality's business license taxes, which may include another taxing jurisdiction, the Department of Revenue, or a "private auditing or collecting firm" as defined in Section 40-2A-3 of the *Code of Alabama*.

GROSS RECEIPTS. The measure of any and all receipts of a business from whatever source derived, to the maximum extent permitted by applicable laws and constitutional provisions, to be used in calculating the amount due for a business license. Provided, however, that:

(a) Gross receipts shall not include any of the following taxes collected by the business on behalf of any taxing jurisdiction or the federal government: All taxes which are imposed on the ultimate consumer, collected by the taxpayer and remitted by or on behalf of the taxpayer to the taxing authority, whether state, local or federal, including utility gross receipts levied pursuant to

Article 3, Chapter 21, Title 40; license taxes levied pursuant to Article 2, Chapter 21, Title 40; or reimbursements to professional employer organizations of federal, state or local payroll taxes or unemployment insurance contributions; but no other deductions or exclusions from gross receipts shall be allowed except as provided in this article.

- (b) A different basis for calculating the business license may be used by the municipality with respect to certain categories of taxpayers as prescribed in Section 11-51-90B.
- (c) For a utility or other entity described in Section 11-51-129, gross receipts shall be limited to the gross receipts derived from the retail furnishing of utility services within the municipality during the preceding year that are taxed under Article 3 of Chapter 21 of Title 40, except that nothing herein shall affect any existing contract or agreement between a municipality and a utility or other entity. The gross receipts derived from the furnishing of utility services shall not be subject to further business license taxation by the municipality.
- (d) Gross receipts shall not include dividends or other distributions received by a corporation, or proceeds from borrowing, the sale of a capital asset, and the repayment of the principal portion of a loan, the issuance of stock or other equity investments, or capital contributions, or the undistributed earnings of subsidiary entities.

<u>HOME OCCUPATION.</u> A business conducted entirely within the business owner's home and approved for operation by the city planning department.

<u>LICENSE FORM</u>. Any business license application form, renewal reminder notice, business license remittance form, or business license return by whatever name called.

<u>LICENSE OFFICER or MUNICIPAL LICENSE OFFICER</u>. The municipal employee charged by the municipality with the primary responsibility of administering the municipality's business license tax ordinance and related matters thereto.

LICENSE YEAR. The calendar year.

<u>MUNICIPALITY</u>. For purposes of this ordinance, the terms "City" and "Municipality" shall be synonymous. The term shall also include the city's police jurisdiction, where the business license tax is levied in the police jurisdiction.

<u>PERSON</u>. Any individual, association, estate, trust, partnership, limited liability company, corporation, or other entity of any kind, except for any nonprofit corporation formed under the laws of Alabama which is operated to enable municipalities that become members of such nonprofit corporation to finance or refinance capital projects and related undertakings, on a cooperative basis, and whose board of directors or other governing body consists primarily of elected officials of the municipality.

<u>TAXING JURISDICTION</u>. The City of Montevallo, Alabama or the Department of Revenue acting as agent on behalf of the City or such other designee appointed by the City pursuant to Section 11-51-180 et seq., or other applicable law as the context requires.

<u>TAXPAYER</u>. Any person subject to or liable under this chapter for any business license tax; any person required to file a return with respect to, or pay or remit the business license tax levied under this chapter or to report any information or value to the taxing jurisdiction; or any person required to obtain, or who holds any interest in, any business license issued by the taxing jurisdiction; or any person that may be affected by any act or refusal to act by the taxing jurisdiction under this chapter, or to keep any required by this chapter.

TRANSIENT DEALER. All persons, both principals and agents, who have no fixed place of business within the City of Enterprise or who have a fixed place of business in the City of Montevallo for less than ninety days and who engage or conduct within the corporate limits of the City either in one locality or in traveling from place to place, a temporary or transient business of selling or soliciting orders for the sale of goods, wares or merchandise with the intention of continuing in said business in said City for a period of not more than thirty (30) days, and have written permission from the owner of real property or the owner's authorized agent to rent, lease, use or occupy, either in whole or in part, for the purpose of carrying on such business use, any room, building, area within any municipal building or other public or privatelyowned building, any lot or parcel of land, any motor vehicle including trucks and semi-trailers for the exhibition and sale of such goods, wares and merchandise other than the sale of unprocessed agricultural produce grown by the seller. Posting of a bond equal to 10% of the inventory offered to be sold or \$5,000 bond, whichever is smaller, for a period of six months after the gross sales report is filed with the City Revenue Officer is required. Conduct of business is subject to zoning regulations. Exempt from this ordinance are bona fide and commonly recognized charitable or religious organizations, shopping mall associations or corporations, located within the City of Montevallo and City approved Civic Center functions. Applicant must have a valid State of Alabama license with tax identification number.

<u>U.S.C.</u> The applicable title and section of the United States Code, as amended from time to time. <u>OTHER TERMS</u>. Other capitalized or specialized terms used in this ordinance, and not defined above, shall have the same meanings ascribed to them in Sections 40-2A-3 and 11-51-90 et.seq. of the *Code of Alabama*, unless the context therein otherwise specifies.

Section 3 - License term; minimums.

The license term and the minimum amount for a business license are as follows:

- (i) Full Year. Every person who commences business before the first day of July shall be subject to and shall pay the annual license for such business in full.
- (ii) Half Year. Every person who commences business on or after July 1st, shall be subject to and shall pay one-half (1/2) the annual license for such business for that calendar year.
- (iii) Annual Renewal. Except as provided in subsections (i) or (ii), the business license shall be renewed annually on or before the 15th day of February each year.
- (iv) If the due date for payment of any business license falls on a weekend or a holiday recognized by the municipality from time to time, the due date shall automatically be extended until the next business day.
- (v) Insurance company annual license renewals shall be renewed in accordance with Section 11-51-122 of the *Code of Alabam*a which states that each year, each insurance company shall furnish the municipality a statement in writing duly certified showing the full and true amount of gross premiums received during the preceding year and shall accompany such statement with the amount of license tax due according to the licensing schedule. Failure to furnish such statement

or to pay such sum shall subject the company and its agents to those penalties as prescribed for doing business without a license as provided for in the municipal code.

- (vi) On or before December 31 of each year, a renewal reminder shall be mailed to each licensee that purchased a business license during the current year. Said renewal notice shall be mailed via regular U.S. mail to the licensee's last known address of record with the municipality. Licensees are required to furnish the municipality any address changes for their business prior to December 1st in order for them to receive their notice.
- (vii) Business license renewal payments received by the municipality shall be applied to the current renewal only when any and other debts the licensee owes to the municipality are first paid in full. No business license shall be issued if the current renewal payment does not meet said prior obligations and the current renewal. Failure to pay such sums shall subject the licensee and its agents to those penalties as prescribed for doing business without a license provided for in the municipal code.

Section 4 - License shall be location specific.

- (a) For each place at which any business is carried on, a separate license shall be paid, and any person desiring to engage in any business for which a license is required shall designate the place at which business is carried on, and the license to be issued shall designate such place, and such license shall authorize the carrying on of such business only at the place designated.
- (b) Every person dealing in two or more of the articles, or engaging in two or more of the businesses, vocations, occupations or professions scheduled herein, shall take out and pay for a license for each line of business.
- (c) A taxpayer subject to the license authorized by this ordinance that is engaged in business in other municipalities may account for its gross receipts so that the part of its gross receipts attributable to its branch offices will not be subject to the business license imposed by this ordinance. To establish a bona fide branch office, the taxpayer must demonstrate proof of all following criteria:
- (i) The taxpayer must demonstrate the continuing existence of an actual facility located outside the police jurisdiction in which its principal business office is located, such as a retail store, outlet, business office, showroom, or warehouse, to which employees and/or independent contractors are assigned or located during regular normal working hours.
- (ii) The taxpayer must maintain books and records, which reasonably indicate a segregation or allocation of the taxpayer's gross receipts to the particular facility or facilities.
- (iii) The taxpayer must provide proof that separate telephone listings, signs, and other indications of its separate activity are in existence.
- (iv) Billing and/or collection activities relating to the business conducted at the branch office or offices are performed by an employee or other representative, of the taxpayer who has such responsibility for the branch office.
- (v) All business claimed by a branch office or offices must be conducted by and through said office or offices.
- (vi) The taxpayer must supply proof that all applicable business licenses with respect to the branch office or offices have been issued.

(d) Nothing herein shall be construed as exempting businesses from payment of a license on the basis of a lack of physical location.

Section 5 - Restriction on transfer of license.

No license shall be transferred except with the consent of the council or other governing body of the municipality or the director of finance or other chief revenue officer or his or her designee, and no license shall be transferred to reflect a physical change of address of the taxpayer within the municipality more than once during a license year and never from one taxpayer to another. Provided that a mere change in the name or ownership of a taxpayer that is a corporation, partnership, limited liability company or other form of legal entity now or hereafter recognized by the laws of the State of Alabama shall not constitute a transfer for purposes of this chapter, unless:

- (1) The change requires the taxpayer to obtain a new federal employer identification number or Department of Revenue taxpayer identification number or;
- (2) In the discretion of the municipality, the subject license is one for the sale of alcoholic beverages. Nothing in this section shall prohibit a municipality from requiring a new business license application and approval for an alcoholic beverage license.

Section 6 - Unlawful to do business without a license.

It shall be unlawful for any person, taxpayer, or agent of a person or taxpayer to engage in businesses or vocations in the municipality for which a license is required without first having procured a license. A violation of this division of the ordinance passed hereunder fixing a license shall be punishable by a fine not to exceed the sum of five hundred (\$500) for each offense, and if a willful violation, by imprisonment, not to exceed six months, or both, at the discretion of the court trying the same. Each day shall constitute a separate offense.

Section 7 - License must be posted.

Every license shall be posted in a conspicuous place, where said business, trade or occupation is carried on, and the holder of the license shall immediately show same to the designee of the municipality upon being requested so to do.

Section 8 - Duty to file report.

- (a) It shall be the duty of every person subject to such license tax to render to the municipality on such forms as may be required, a sworn statement showing the total business done, amount of sales, gross receipts and gross sales, stock, value of furniture and other equipment, capital invested, number of helpers or employees, amount of space occupied, or other factor described in the schedule, one or several, as the case may require, for the ascertainment of the classification of such person for license taxation purposes and the correct amount of license tax to which he is subject.
- (b) If the municipality determines that the amount of business license tax reported on or remitted with any business license remittance form is incorrect, if no business license remittance form is filed within the time prescribed, or if the information provided on the form is insufficient to allow the taxing jurisdiction to determine the proper amount of business license tax due, the municipality shall calculate the correct amount of the tax based on the most accurate and complete information reasonably obtainable and enter a preliminary assessment for the correct

amount of business license tax, including any applicable penalties.

- (c) The municipality shall promptly mail a copy of any preliminary assessment to the taxpayer's last known address by either first class U.S. mail or certified U.S. mail with return receipt requested, or, in the sole discretion of the municipality, deliver the preliminary assessment to the taxpayer by personal delivery.
- (d) If the amount of business license tax remitted by the taxpayer is undisputed by the municipality, or if the taxpayer consents to the amount of any deficiency or preliminary assessment in writing, the municipality shall enter a final assessment for the amount of the tax due, plus any applicable penalty.
- (e) (1) If a taxpayer disagrees with a preliminary assessment as entered by the taxing jurisdiction, the taxpayer shall file a petition for review with the municipal license officer within 30 days from the date of entry of the preliminary assessment setting out the specific objections to the preliminary assessment. If a petition for review is timely filed, the license officer of the municipality shall schedule a conference with the taxpayer for the purpose of allowing the taxpayer or its representatives and the representatives of the municipality to present their respective positions, discuss any omissions or errors, and to attempt to agree upon any changes or modifications to the assessment. The license officer shall issue findings of fact and law within 60 days following the conference, which shall promptly upon issuance be mailed or delivered to the taxpayer, consistent with the procedures set forth in subsection (d) above.
- (2) If the taxpayer disagrees with the license officer's findings of fact and law, the taxpayer may appeal to the municipal governing body, by filing a notice of appeal with the municipal clerk within 30 days after the findings have been issued. The appeal shall be in writing and shall set forth in reasonable detail the grounds on which the taxpayer disagrees with the license officer's findings of fact and law.
- (3) If a petition for review: a. is not timely filed, or b. is timely filed, and upon further review the license officer, or the administrative hearings officer or governing body of the municipality, as the case may be, determines that the preliminary assessment is due to be upheld in whole or in part, the taxing jurisdiction shall make the assessment final in the amount of business license tax due as computed by the taxing jurisdiction, with applicable penalty.
- (4) A copy of the final assessment shall promptly be mailed to the taxpayer's last known address (i) by either first class U.S. mail or certified U.S. mail with return receipt requested in the case of assessments of business license tax of five hundred dollars (\$500.00) or less, or (ii) by certified U.S. mail with return receipt requested in the case of assessments of business license tax of more than five hundred (\$500.00). In either case, at the option of the taxing jurisdiction a copy of the final assessment may be delivered to the taxpayer by personal delivery.
- (5) A taxpayer may appeal from any final assessment entered hereunder by the taxing jurisdiction by filing a notice of appeal, within 30 days from the date of entry of the final assessment, with the license officer, who shall promptly forward a copy of the notice of appeal and related documents to the administrative hearing officer appointed by the taxing jurisdiction to hear appeals of final assessments of the municipality's sales, use, rental, and lodging taxes, as applicable, and business license taxes. The administrative hearing officer shall function in a manner similar to the Administrative Law Judge of the Department of Revenue and must be impartial and reasonably knowledgeable of the business license laws and the taxing jurisdiction's

business license code or ordinances. The administrative hearing officer may be an employee of the taxing jurisdiction or otherwise, but in no event shall he or she charge or otherwise be compensated for his or her services in whole or in part based on the portion or amount of the final assessment that he or she determines should be upheld, or any similar contingency. No filing fee or supersedeas bond shall be required by the taxing jurisdiction for such appeals. In lieu of the appeal under subdivision to the administrative hearing officer, and at the option of the taxpayer, the taxpayer may appeal from any final assessment hereunder to the circuit court of the county having jurisdiction over the municipality which issued or on whose behalf the final assessment was issued, by filing a notice of appeal within 30 days from the date of entry of the final assessment with both the municipal clerk of the municipality and the clerk of the circuit court. If the appeal is to the circuit court, and if the taxpayer is the appealing party, the taxpayer shall also, within the 30-day period allowed for appeal, either a, pay the business license tax and any penalty shown as due on the final assessment, or b. file a supersedeas bond with the clerk of the court in double the amount of the business license tax and any penalty shown as due on the final assessment, or in such amount as may be required by Section 40-2A-7, as amended from time to time. The supersedeas bond shall be executed by a surety company licensed and authorized to do business in Alabama and shall be conditioned to pay the final assessment and any court costs relating to the appeal. If the taxpayer is the appealing party and is able to show to the satisfaction of the clerk of the court that he or she has a net worth, on the basis of fair market value, of twenty thousand dollars (\$20,000) or less, including his or her homestead, and that the final assessment is equal to or less than the taxpayer's net worth, the taxpayer may file and prosecute the appeal without either paying the final assessment in full or posting a supersedeas bond. A taxpayer may appeal a final assessment to the circuit court, as provided herein, even though the taxpayer has paid the amount shown as due on the assessment prior to filing the appeal.

- (6) The filing of the notice of appeal with both the municipal clerk of the municipality and the clerk of the circuit court in which the appeal is filed, as well as the payment of the final assessment in full or the filing of a supersedes bond when required above, are jurisdictional. If such prerequisites are not satisfied within the time provided for appeal, the appeal shall be dismissed for lack of jurisdiction. On appeal to the circuit court, the final assessment shall be prima facie correct, and the burden of proof shall be on the taxpayer to prove the assessment is incorrect.
- (7) If a final assessment is reduced on appeal, any overpayment shall promptly be refunded to the taxpayer by the taxing jurisdiction to the extent allowed by Section 11-51-192.
- (8) As provided by 11-51-191, no court shall have the power to enjoin the collection of any business license tax due on an assessment so appealed or to suspend the payment thereof.
- (f) Either the taxpayer or the taxing jurisdiction may appeal to the circuit court from a final order issued by the administrative hearing officer by filing a notice of appeal with the administrative hearing officer and with the circuit court of the county having jurisdiction over the municipality which issued, or on whose behalf the final assessment was issued, within 30 days from the date of entry of the final order. The procedures, presumptions, and related matters and rules shall conform in all material respects to those applicable to appeals from final orders of the Department of Revenue's Administrative Law Division under Section 40-2A-9.

Section 9 - Duty to permit inspection and produce records.

Upon demand by the designee of the municipality, it shall be the duty of all licensees to:

- (a) Permit the designee of the municipality to enter the business and to inspect all portions of his place or places of business for the purposes of enabling said municipal designee to gain such information as may be necessary or convenient for determining the proper license classification, and determining the correct amount of license tax;
- (b) To furnish information during reasonable business hours, at the licensee's place of business, in the municipality or the police jurisdiction, all books of account, invoices, papers, reports and memoranda containing entries showing amount of purchases, sales receipts, inventory and other information from which the correct license tax classification of such person may be ascertained and the correct amount of license tax to which he is subject may be determined, including exhibition of bank deposit books, bank statements, copies of sales tax returns to the State of Alabama, copies of Alabama income tax returns and federal income tax returns.

Section 10 - Unlawful to obstruct.

It shall be unlawful for any person, or for any agent, servant or employee of such person, to fail or refuse to perform any duty imposed by this ordinance; nor shall any person, agent, servant or employee of such person obstruct or interfere with the designee of the municipality in carrying out the purposes of this ordinance.

Section 11 - Privacy.

- (a) It shall be unlawful for any person connected with the administration of this ordinance to divulge any information obtained by him/her in the course of inspection and examination of the books, papers, reports and memoranda of the taxpayer made pursuant to the provisions of this ordinance, except to the mayor, city manager, the municipal attorney or others authorized by law to receive such information described herein.
- (b) It shall be unlawful for any person to print, publish, or divulge, without the written permission or approval of the taxpayer, the license form of any taxpayer or any part of the license form, or any information secured in arriving at the amount of tax or value reported, for any purpose other than the proper administration of any matter administered by the taxing jurisdiction, or upon order of any court, or as otherwise allowed in this ordinance.
- (c) Nothing herein shall prohibit the disclosure of the fact that a taxpayer has or has not purchased a business license. Statistical information pertaining to taxes may be disclosed to the municipal council upon their written request through the City Manager or Mayor's office. It shall be unlawful for any person to violate the provisions of this section.

Section 12 - Failure to file assessment.

- (a) In any case where a person subject to paying a license tax as provided herein fails to do so, the municipal designee shall be authorized to assess and determine the amount of license taxes due using the best information available either by return filed or by other means.
- (b) The taxpayer shall be notified by registered or certified mail, or by personal service, of the amount of any such assessment, and of his right to appeal not less than twenty (20) days from the date of notice and to show cause why such assessment shall not be made final.

- (c) If no appeal is made on or before the date fixed in such notice, or if such appeal is not sufficient in the judgment of the municipality, such assessment shall be made final in the amount originally fixed, or in such other amount as is determined by the municipality to be correct. If upon such hearing the municipal designee finds a different amount due than that originally assessed, he/she shall make the assessment final in the correct amount, and in all cases shall notify the taxpayer of the assessment as finally fixed.
- (d) A notice by the United States mail, addressed to the taxpayer's last known place of business, shall be sufficient. Any assessment made by the designee of the municipality shall be prima facie correct upon any appeal.

Section 13 - Lien for non-payment of license tax.

On all property, both real and personal, used in the business, the municipality shall have a lien for such license, which lien shall attach as of the date when the license is due, as allowed by *Code of Alabama*, Section 11-51-44 (1975).

Section 14 - Criminal penalties.

Any person found guilty of violating any of the provisions of this ordinance shall be fined in an amount not less than fifty dollars (\$50.00) and not more than five hundred dollars (\$500.00), and may also be sentenced to imprisonment for a period not exceeding six (6) months, in the discretion of the court trying the case, and violations on separate days shall each constitute a separate offense.

Section 15 - Civil penalties.

In addition to the remedies provided by *Code of Alabama*, Section 11-51-150 (1975) et seq., the continued or recurrent performance of any act or acts within the corporate limits or within its police jurisdiction for which a license may be revoked or suspended under this ordinance is hereby declared to be detrimental to the health, safety, comfort and convenience of the public and is a nuisance. The municipality, as an additional or alternative remedy, may institute injunctive proceedings in a court of competent jurisdiction to abate the same.

Section 16 - Penalties

- (a) All licenses not paid within forty-five (45) days from the date they fall due shall be increased by fifteen (15) percent for the first forty-five (45) days they shall be delinquent, or fraction thereof, and shall be measured by an additional fifteen (15) percent for a delinquency of seventy-five (75) or more days, but this provision shall not be deemed to authorize the delay of forty-five(45) days in the payment of the license due, which may be enforced at once
- (b) In the case of persons who began business on or after the first day of the calendar year, the license for such "new business" shall be increased by fifteen (15) percent for the first fifteen (15) days they shall be delinquent, and shall be measured by an additional fifteen (15) percent for a delinquency of forty-five (45) days or more.

Section 17 - Prosecutions unaffected.

The adoption of this ordinance shall not in any manner affect any prosecution of any act illegally done contrary to the provisions of any ordinance now or heretofore in existence, and every such

prosecution, whether begun before or after the enactment of this article shall be governed by the law under which the offense was committed; nor shall a prosecution, or the right to prosecute, for the recovery of any penalty or the enforcement of any forfeiture be in any manner affected by the adoption of this ordinance; nor shall any civil action or cause of action existing prior to or at the time of the adoption of this ordinance be affected in any manner by its adoption.

Section 18 - Procedure for denial of new applications.

- (a) The City shall have the authority to investigate all applications and may refer any application to the municipal governing body for a determination of whether such license should or should not be issued.
- (b) If the municipal governing body denies the issuance of any license referred to it, the municipal clerk shall promptly notify the applicant of the municipal governing body's decision.
- (c) If said applicant desires to appear before the municipal governing body to show cause why said license should be issued, he shall file a written notice with the municipal clerk, said notice to be filed within two (2) weeks from the date of mailing by the municipal clerk of the notice of the denial of such license by the municipal governing body.
- (d) Upon receipt of said notice the municipal clerk shall promptly schedule a hearing, to be held within fifteen (15) days from the date of receipt of such notice, before the municipal governing body and shall give the notice of the date, time and place of said hearing to the applicant.
- (e) The applicant shall be given the opportunity to appear personally, or through his counsel, or both, and the municipal governing body shall proceed to hear any evidence which may be presented both for and against the issuance of said license.
- (f) If the municipal governing body determines from the evidence presented that in order to either provide for the safety, preserve the health, promote the prosperity, or improve the morals, order, comfort and convenience of the inhabitants of the municipality said license should not be granted, it shall enter an order to that effect; otherwise, said license shall be ordered issued upon payment of any required license fees.

Section 19 - Procedure for revocation or suspension of license.

(a) Any lawful license issued to any person to conduct any business shall be subject to revocation by the municipal governing body for the violation by the licensee, his agent, servant, or employee of any provision of this ordinance or of any ordinance of the municipality, or any statute of the State of Alabama relating to the business for which such license is issued; and shall also be subject to revocation by the municipal governing body if the licensee, his agent, servant, or employee under color of such license violates or aids or abets in violating or knowingly permits or suffers to be violated any penal ordinance of the municipality or any criminal law of the State of Alabama; and shall also be subject to revocation by the municipal governing body if, in connection with the issuance or renewal of any license, the licensee or his agent filed or caused to be filed any application, affidavit, statement, certificate, book, or any other data containing any false, deceptive or other misleading information or omission of material fact.

- (b) The conditions hereinabove set forth as grounds for the revocation of a license shall also constitute grounds for refusing to renew a license.
- (c) The municipal governing body shall set a time for hearing on the matter of revoking or refusing to renew a license; and a notice of such hearing shall be given to the licensee, or the applicant for renewal, as the case may be, at least ten (10) days before the day set for said hearing. At the hearing the municipal governing body shall hear all evidence offered by any party and all evidence that may be presented bearing upon the question of revocation or the refusal of renewal, as the case may be.

Section 20 - Refunds On Overpayments

- (a) Any taxpayer may file a petition for refund with the municipality for any overpayment of business license tax erroneously paid to the municipality. If a final assessment for the tax has been entered by the municipality, a petition for refund of all or a portion of the tax may be filed only if the final assessment has been paid in full prior to or simultaneously with the filing of the petition for refund.
- (b) A petition for refund shall be filed with the municipality within two years from the date of payment of the business license tax, which is the subject of the petition.
- (c) The municipality shall either grant or deny a petition for refund within six months from the date the petition is filed, unless the period is extended by written agreement of the taxpayer and the municipality. The taxpayer shall be notified of the municipality's decision concerning the petition for refund by first class U.S. mail or by certified U.S. mail, return receipt requested, sent to the taxpayer's last known address. It the municipality fails to grant a full refund within the time provided herein, the refund petition shall be deemed to be denied.
- (d) If the petition is granted or the municipality or a court otherwise determines that a refund is due, the overpayment shall be promptly refunded to the taxpayer by the municipality. If the municipality determines that a refund is due, the amount of overpayment due thereon may first be credited by the municipality against any outstanding tax liabilities due and owing by the taxpayer to the municipality, and the balance of any overpayment shall be promptly refunded to the taxpayer. If any refund or part thereof is credited to any other tax by the municipality, the taxpayer shall be provided with a written detailed statement showing the amount of overpayment, the amount credited for payment to other taxes, and the resulting amount of the refund.
- (e) A taxpayer may appeal from the denial in whole or in part of a petition for refund by filing a notice of appeal with the clerk of the circuit court of the county in which the municipality denying the petition for refund is located. Said notice of appeal must be filed within two years from the date the petition was denied. The circuit court shall hear the appeal according to its own rules and procedures and shall determine the correct amount of refund due, if any. If an appeal is not filed with the appropriate circuit court within two years of the date the petition was denied, then the appeal shall be dismissed for lack of jurisdiction.

Section 21 - Classifications

That the portion of the Business License Ordinance, Section 22, License Codes & Fees, be amended and replaced with the following:

SECTION 22. License Codes & Fees

Schedule Code	Description	Amount / Schedule
541211	Accountant/CPA	\$200
511.00	Advertising - (a) Soliciting ads in telephone directories.	\$150
511.01	Advertising - (b) For soliciting other commercial ads.	\$75
511.02	Advertising - (c) For distributing hand bills.	\$50
621910	Ambulances - Each ambulance that services pick up inside the City	\$150 for the first ambulance \$100 for each additional
541310	Architect	\$200
511110	Attorney	\$200
541340	Audiologist	\$200
541311	Chiropractor	\$200
54110.00	Computer Programmer Professional License- (Individual and/or Frm)	\$200
541210	Dentist Or Orthodontist	\$200

541330	Engineer	\$200
541350	Home Inspectors	\$150
541360	Surveyor	\$150
541410	Interior Design Service	\$100
541430	Graphic Design Services	\$100
541111	Physician	\$200
541113	Psychologist	\$200
541114	Podiatrist	\$200
541320	Optometrist Or Ophthalmologist	\$200
541112	Therapist - (Independent no permanent Facility)	\$200
812199	Spa – Massage therapy, permanent facility, nail tech, cosmetologist etc	\$225 One Therapist & Facility,plus \$50 each additional operator
541940	Veterinarian (Individual and/or Firm)	\$200
541990	Professional Services Not Elsewhere Classified	\$200
339116	Dental Laboratories	\$75
5221010	Bank Main Office – Not Branch Location or ATM	\$125

522111	Bank Branch Or ATM – Not Main Office Of Bank	\$10
522120	Savings & Loans – Not Branch Location Or ATM	\$125
522121	S&L Branch Or ATM – Not Main Office Of S&L	\$10
812112	Barber / Beauty – Shop, Salon	\$100 for one operator or chair Plus \$50 for each additional operator or chair
522391	Check Cashing Company	\$ 50
522292	Mortgage/Loan Companies	\$150
561440	Collection Service – Collection Agency, Debt Collector	\$50
312121.00	Beer On Premises Only	\$75
312122.00	Beer Off Premises Only	\$75
312131.00	Wine On Premises Only	\$75
312131.01	Wine Off Premises Only	\$75
312141.00	Liquor Restaurant	\$150.
424820	Liquor Wholesale	\$250
312132.00	Beer Wholesale Distributor	\$275
312132.01	Wine Wholesale Distributor	\$275

312132.02	Beer & Wine Wholesale Distributor	\$375
713.00	Billiard or Pool Tables:	\$500 for first table plus \$250 for each additional table.
812990.00	Bondsmen	\$150
31211.00	Bottlers	B (\$200 +.00075X Gross Over \$60,000 max \$5000
713950.00	Bowling Alleys	\$100 for each lane
444110.00	Building Material	A\$100 + .00075
485.00	Buses	\$150
517.00	Cable TV: (a) For companies non-franchised by the City.	5% of gross operating revenues
517.01	Cable TV: (b) For franchised companies.	5% of gross operating revenue
811119	Car Wash /Detail (Coin Operated or Physical	\$150
713.01	Carnivals (a)- Must be purchased at city hall	\$375 per day *
713.02	Carnivals (b)-Must be purchased at city hall	\$1,500 per week *
454.01	Coal and Wood Dealers	\$50
	Concerts or Entertainments: To be levied on the person or group providing the concert or entertainment, and not on the person or group providing the venue.	
713.03	Must be purchased at city hall.	\$100 per event *

541.00	Consultants	\$150
236119	Contractors – Paving Contractor	\$150
236220	Contractors – General Contractor	\$150 *
236221	Contractors – Residential Homebuilder	\$150 *
236223	Contractors – Pool Installation	\$150
236224	Contractors – Specialty Trade – Pool Service	\$150
237110	Contractors – Specialty Trade – Water Well Drilling	\$150
237111	Contractors – Sprinkler Installation	\$150
237990	Contractors – Heavy Construction – Highway, Bridge, Street, Water, Sewer	\$150
238110	Contractors – Specialty Trade – Concrete Finishers	\$150
238111	Contractors – Specialty Trade – Concrete Ready Mix –	\$150
		\$150
238120	Contractors – Specialty Trade Structural Steel Erection	
238131	Contractors – Framing Under Homebuilder Supervision	\$150
238132	Contractors – Specialty Trade – Awnings –	\$150

238133	Contractors – Specialty Trade – Gutters	\$150
238140	Contractors – Specialty Trade – Masonry	\$150
238150	Contractors – Specialty Trade – Glass Contractors	\$150
238160	Contractors – Specialty Trade – Roofing	\$150
238161	Contractors – Specialty Trade – Vinyl Siding, Sheet Metal	\$150
238162	Contractors – Specialty Trade – Windows & Screens	\$150
238210	Contractors – Specialty Trade – Electrical Contractors	\$150 *
238211	Contractors – Electronics Manufacturing	\$150
238220	Contractors – Specialty Trade – Plumbing	\$150 *
238221	Contractors – Specialty Trade – HVAC Contractor – Heating & Cooling	\$150 *
238290	Contractors – Dirt Moving	\$150
238310	Contractors – Specialty Trade – Drywall / Sheetrock	\$150

238311	Contractors – Specialty Trade – Insulation	\$150
238316	Contractors – Specialty Trade – Acoustical Contractor	\$150
238319	Contractors – Specialty Trade – Gas Fitters	\$150
238320	Contractors – Specialty Trade – Painting, Wall Covering	\$150
238330	Contractors – Specialty Trade – Floor Covering/All	\$150
238350	Contractors — Specialty Trade — Non-Structural Contractor	\$150
238910	Contractors – Specialty Trade – Excavation, Wrecking & Demolition	\$150
238911	Contractors – Development of Property	\$150
238990	Contractors – Specialty Trade – House Mover	\$150
238991	Contractors – Street Sweeping, Striping, Phone Wiring, Chimney Sweep, Air Filters	\$150
446.00	Cosmetics, Beauty Suppliers	A \$100 +.00075X Gross Over \$100,000 max \$5000
446111	Independent Beauty Consultant – Individual Cosmetic Sales, no place of business	\$50
492110	Couriers	\$150
424.00	Dairy Products	A \$100 +.00075X Gross Over \$100,000 max \$5000
624410.00	Day Care Centers, Kindergartens, Nurseries	\$100

999999.00	Delivery Companies: Or Delivery into City	See schedule "I' must qualify for this license type
238.02	Dirt Moving / Grading	\$150
525.00	Distress Sales	\$200
812320.00	Dry Cleaning and/or Pressing Clothing	\$175
	Equipment Repair & Maintenance	\$150
561710.00	Exterminators	\$100 *
453212.00	Flea Market Sales - Used Merchandise Stores- Books, Consignment, Flea Market Items	\$175
453220.00	Flea Market (rental of booths)	\$30 per booth
	Florists	A \$100 +.00075X Gross Over \$100,000 max \$5000
812990.00	Fortune Tellers	\$125 per week
811.00	Garages, Mechanic, Auto Repair	\$175
221.00	Gas Companies	D 3% Gross receipts. (See 11-51-129 of 1975 Alabama Code) ALAGASCO in addition pays a 1% Franchise Fee based on its 1986 30-year franchise agreement

424720.00	Gasoline	
		E Wholesale, \$100 + \$0.02 per gallon sold or delivered. Payment of this tax is to be made by the 20 th of the month following the month the sales were made, and must be accompanied by a sworn statement specifying the number of gallons sold. (This subsection adopted 14 November 1961 effective 01 December 1961; and amended by Ordinance 93F to change to \$0.02 per gallon. Re-amended 11 October 1993 by Ord. 93L)
622.00	Hospitals, Emergency Rooms, Sanitaria, Nursing Homes, Health Care Facilities	A \$100 +.00075X Gross Over \$100,000 max \$5000
721.00	Hotels, Motels & Rooming Houses	A \$100 +.00075X Gross Over \$100,000 max \$5000
115210	Horseshoeing	\$100
424.01	Ice	\$100
524210	Insurance Agent / Office	\$175
524.00	Insurance- Fire and Marine	F Fire and Marine Companies – 4% of the gross premiums, less return premiums, on property located in the City. A sworn statement of the amount of gross premiums less return premiums on property located

		in the City shall accompany the tax payment. (See 11-51-120 and 122 of the 1975 <i>Alabama Code</i>)
524.01	Insurance – All Other	F Other than Fire and Marine Companies - \$10 + 1% of the gross premiums, less return premiums. A sworn statement, verified by the company president, vice-president, or secretary, of the amount of gross premiums, less return premiums received on all policies issued in the City shall accompany payment. Both are due by March 2 of each year for the preceding year. (See 11-51-121 of the 1975 Alabama Code)
453.01	Junk Dealers (including scrap iron buy & sell)	\$150
621511	Lab Facility, Lab Tech (local or mobile)	\$125
812310.0	Laundry	G Self-service, coin- operated - Up to ten machines \$100 + \$5 for each additional machine
561730	Landscaping, (planting & chemicals)	\$150
561730	Lawn Care, (grass cutting only)	\$75
812.02	Linen Supply and Uniform Rental Companies	A \$100 +.00075X Gross Over \$100,000 max \$5000
522.02	Loans: Banks and Savings & Loans excused.	\$150
561622	Locksmith-Requires Certifications from the Electronic Security Board of Licensure of AL	\$100

444190.00	Lumber Yards	A \$100 +.00075X Gross Over \$100,000 max \$5000
453220	Miscellaneous Retailers – Gift, Novelty, Pet, Art & Tobacco	A \$100 +.00075X Gross Over \$100,000 max \$5000
452990	General Merchandise Stores – Department, Warehouse Clubs, Superstores	A \$100 +.00075X Gross Over \$100,000 max \$5000
445120	Food & Beverage Stores – Grocery, Convenience Store	A \$100 +.00075X Gross Over \$100,000 max \$5000
337129	Furniture mfg – Cabinet Makers, Office, Household, Beds, Kitchen	A \$100 +.00075X Gross Over \$100,000 max \$5000
446110	Health & Personal Care Stores – Drug, Pharmacy, Cosmetics, Health Food	A \$100 +.00075X Gross Over \$100,000 max \$5000
453998	Auction Houses – General merchandise, Ordinary Merchandise, Livestock	\$175
445310	Package Stores – Selling Beer, Wine & Liquor plus General Merchandise	\$600
522298.00	Pawn Shops / Brokers / Title Pawn / Merchandise	\$300
454391.00	Peddler, Curb Market, Local	\$150
454391.00	Peddler – Door to Door Solicitation	\$300 * Must Register with Police Dept – Dawn til Dusk Only
	Electronic Selling -Direct Selling, Mail Order, online selling	\$175

332710	Machine Shop	A \$100 +.00075X Gross Over \$100,000 max \$5000
713.04	Machines: Coin operated, amusement, game and music	\$75 each
454210.00	Machines / Vending : Snacks, Drinks & Weighing Machines	\$35 each
551990		
	Management Companies	\$150
311.00	Manufacturers	A \$100 +.00075X Gross Over \$100,000 max \$5000
713.05	Merry-Go-Rounds, etc.: (a) Except in connection with a carnival licensed under 18 above, for each device-should be purchased at city hall	\$200 week
713.06	Merry-Go-Rounds, etc.: (b) For each device over one week-should be purchased at city hall	\$75 per week
332999	Metal Fabrication – Sheet Metal Fabrication	\$100
57	Mills: (a) Saw Mills – Prohibited	Prohibited
311.00	Mills: (b) Custom, Grist, or Planing Mills	\$200
423990	Monuments	\$100
484.00	Motor Vehicle Carriers	\$100

511.03	Newspapers and Job Printing	A \$100 +.00075X Gross Over \$100,000 max \$5000			
811116	Paint & Body Shop	\$150			
541921.00	Photographers: (a) Studio permanently within the City	\$125			
541.01	Photographers: (b) Other (no Permanent Studio)	\$50 per week Or \$250 per year			
238220.00	Plumbing, Gas & Steam Fitting	\$150			
221.01	Public Utilities	3% of gross income in the City			
811.01	Radio or Television Repair Shops	\$100			
482.00	Railroads	\$100 + 10 per passenger car			
811.02	Recapping and Radiator Repair Shops	A \$100 +.00075X Gross Over \$100,000 max \$5000			
531.00	Rental of Real Estate: Including Apartments, Houses, Trailers, Trailer Lots and Commercial Leases	\$50.00 per Unit per year			
531.01	Real Estate Agencies (Agents)	\$125 per agency + \$75 for each agent			
5 31212	Real Estate Appraiser	\$75			
532310.00	Rental & Leasing-Auto, Truck, Trailer, RV, All Tangible Property	\$20 per item			
532420	Rental / Leasing – Office Furniture & Equipment	\$150			

722.00	Restaurants	A * \$100 +.00075X Gross Over \$100,000 max \$5000		
561621	Security Monitoring Services	\$150 *		
562991.00	Septic Tank Cleaners: (Shelby County Health Department approval is also required to operate)	\$150		
454.03	Shoemakers or Cobblers	\$75		
238.03	Sign Painters	\$150		
713.07	Skating Rinks	\$200		
115112	Soil Management	\$150		
812199.00	Tattoo Shop / Artist / Body Piercers	H \$200		
		All contaminated waste generated by a Tattoo Artist or Body Piercer shall be removed by a licensed biohazard disposal service. All tattoo and body piercing shall be performed in a clean, sanitary area separate from and out of view of the waiting area. All tattoo parlors and body piercers licensed by the City shall be subject to all federal, state and county rules and regulations governing tattoo parlors and body piercers. No minor shall be administered a tattoo or any other body piercing procedure without written consent from a		

		parent or guardian.
		No one shall administer or be administered a tattoo or any other body piercing procedure while under the influence of alcohol, prescription medication, or any substance controlled by 13A-12-201 to 13A-12-294 of the 1975 Alabama Code.
485310.00	Taxi Cabs	\$100 for first vehicle plus \$50 for each additional vehicle
561422	Telemarketing, Office, Agents – (Phone Sales)	\$175
517.02	Telephone Companies: (a) Per local exchange	\$225
517.03	Telephone Companies: (b) Per intrastate long distance exchange	\$75
517911	Telephone - Pre Paid Phone Cards	\$75
441320	Tire Shop – Selling, Repair & Maintenance	\$150
524.02	Title Insurers	\$100
19	Tobacco Products: (a) Cigarettes - For packages 1-20	\$0.10
19	Tobacco Products: (a) Cigarettes - For packages 21-40	\$0.20
19	Tobacco Products: (c) Cigarettes - For packages over 40	\$0.30

19	Tobacco Products: This tax is to be paid by the consumer, but collected monthly by the City from the wholesaler. Any tobacco wholesaler doing business in the City of Montevallo must keep and make available to the City License Inspector records adequate to verify that the correct amount of tax has been paid. Payment of the tax is due on the 20th of each month, for sales of the preceding month.	
19	Tobacco Products: Cigars, etc.: (a) For packages of 1-20 cigars	\$0.04
19	Tobacco Products: Cigars, etc.: (b) For packages 21-40	\$0.08
19	Tobacco Products: Cigars, etc.: (c) For packages over 40	\$0.12
19	Tobacco Products: (d) For pouches or cans or similar containers of chewing, or loose, or pipe tobacco or snuff or other tobacco products of up to four ounces	\$0.04
19	Tobacco Products: (e) For heavier pouches or cans	\$0.08
19	Tobacco Products: (f) For packs of rolling papers	\$0.08
19	Tobacco Products: (g) This tax is to be paid by the consumer, but collected monthly by the City from the wholesalers. Any tobacco wholesaler doing business in the City of Montevallo must keep and make available to the City License Inspector records adequate to verify that the correct amount of tax has been paid. Payment of the tax is due on the 20th of each month, for sales of the preceding month.	
19	Other Tobacco Products: (a) For all tobacco	10% of wholesale price

	products not covered above, and for cigarette papers	
19	Other Tobacco Products: (b) his tax is to be paid by the consumer, but collected monthly by the City from the wholesalers. Any tobacco wholesaler doing business in the City of Montevallo must keep and make available to the City License Inspector records adequate to verify that the correct amount of tax has been paid. Payment of the tax is due on the 20th of each month, for sales of the preceding month.	
812210.00	Undertakers, Morticians, Embalmers	\$200
532230.00	Video Rental Stores	\$200
424.02	Wholesale Selling	H \$150 + .00075 times gross sales over \$60,000 up to a maximum license tax of \$5,000
321999.00	Woodwork Factories and Fence Manufacturers	A \$100 +.00075X Gross Over \$100,000 max \$5000
48841.00	Wrecker Service	\$150 per wrecker
999999.01	Unclassified miscellaneous <u>business</u> services not elsewhere classified	\$75
999999.02	Unclassified miscellaneous <u>personal</u> services not elsewhere classified	\$75

Schedule "A"

100 + .00075 times all gross sales over 100,000 to a maximum of 5,000.

Schedule "B"

\$200 + .00075 times gross sales over \$60,000 up to a maximum license tax of \$5,000.

Schedule "C"

\$30 per job + .005 times the price of any work over \$2,000. In addition to builders' licenses.

Schedule "D"

3% of gross receipts. (See 11-51-129 of the 1975 *Alabama Code*) ALAGASCO in addition pays a 1% franchise fee based on its 1986 30-year franchise agreement.

Schedule "E"

Wholesale, \$100 + \$0.02 per gallon sold or delivered. Payment of this tax is to be made by the 20th of the month following the month the sales were made, and must be accompanied by a sworn statement specifying the number of gallons sold. (This subsection adopted 14 November 1961 effective 01 December 1961; and amended by Ordinance 93F to change to \$0.02 per gallon. Re-amended 11 October 1993 by Ord. 93L)

Schedule "F"

- (a) Fire and Marine Companies 4% of the gross premiums, less return premiums, on property located in the City. A sworn statement of the amount of gross premiums less return premiums on property located in the City shall accompany the tax payment. (See 11-51-120 and 122 of the 1975 *Alabama Code*)
- (b) Other than Fire and Marine Companies \$10 + 1% of the gross premiums, less return premiums. A sworn statement, verified by the company president, vice-president, or secretary, of the amount of gross premiums, less return premiums received on all policies issued in the City shall accompany payment. Both are due by March 2 of each year for the preceding year. (See 11-51-121 of the 1975 Alabama Code)

Schedule "G"

Self-service, coin-operated- Up to ten machines \$100 + \$5 for each additional machine

Schedule "H"

\$150 + .00075 times gross sales over \$60,000 up to a maximum license tax of \$5,000

All contaminated waste generated by a Tattoo Artist or Body Piercer shall be removed by a licensed biohazard disposal service. All tattoo and body piercing shall be performed in a clean, sanitary area separate from and out of view of the waiting area. All tattoo parlors and body piercers licensed by the City shall be subject to all federal, state and county rules and regulations governing tattoo parlors and body piercers.

No minor shall be administered a tattoo or any other body piercing procedure without written consent from a parent or guardian.

No one shall administer or be administered a tattoo or any other body piercing procedure while under the influence of alcohol, prescription medication, or any substance controlled by 13A-12-201 to 13A-12-294 of the 1975 *Alabama Code*.

Schedule "I" Delivery License.

- (a) In lieu of any other type of license, a taxpayer may at its option purchase for \$ 100.00 plus the issuance fee, a delivery license for the privilege of delivering its merchandise in the municipality if the taxpayer meets all of the following criteria:
- (1) Other than deliveries, the taxpayer has no other physical presence within the municipality or its police jurisdiction;

- (2) The taxpayer conducts no other business in the municipality other than delivering merchandise and performing the requisite set- up and installation of said merchandise;
- (3) Such delivery and set- up and installation is performed by the taxpayer's employees or agents, concerns the taxpayer's own merchandise in that municipality, and is done by means of delivery vehicles owned, leased, or contracted by the taxpayer;
- (4) The gross receipts derived from the sale and any requisite set- up or installation of all merchandise so delivered shall not exceed seventy-five thousand dollars (\$75,000) during the license year;
- (5) Any set- up or installation shall relate only to (i) that required by the contract between the taxpayer and the customer or as may be required by state or local law, and (ii) the merchandise so delivered;
- (6) If at any time during the current license year the taxpayer fails to meet any of the above stated criteria, then within 10 days after any of said criteria have been violated or exceeded, the taxpayer shall purchase all appropriate business licenses from the municipality for the entire license year and without regard to this section.
- (b) Mere delivery of the taxpayer's merchandise by common carrier shall not allow the municipality to assess a business license tax against the taxpayer, but the gross receipts derived from any sale and delivery accomplished by means of a common carrier shall be counted against the seventy-five thousand (\$75,000) limitation described in the preceding section if the taxpayer also during the same license year sells and delivers into the taxing jurisdiction using a delivery vehicle other than a common carrier.
- (c) A common carrier, contract carrier, or similar delivery service making deliveries on behalf of others shall not be entitled to purchase a delivery license.
- (d) The delivery license shall be calculated in arrears, based on the related gross receipts during the preceding license year.
 - (d) The purchase of a delivery license shall not, in and of itself, establish nexus between the taxpayer and the municipality for purposes of the taxes levied by or under the authority of Title 40 of the Code of Alabama or other provisions of law, nor does the purchase of a delivery license conclusively determine that nexus does not exist between the taxpayer and the municipality.

This ordinance shall become effective upon its passage and advertisement as provided by law.

Approved and adopted this 8 th day of September, 2014				
Mayor Hollie Cost		÷		
Attest:				
Herman Lehman, City Clerk				

2014-15 Budget

Council Member Peterson asked for additional time to review the budget. The Mayor agreed it would be better to wait until he had a chance to review it fully and, hopefully, the other council members were in attendance.

Board Appointments:

Housing Abatement Board – District 3 – Karen Pendleton

Council Member Woodham made a motion to appoint Karen Pendleton as the District 3 representative to the Housing Abatement Board. Council Member Goldsmith seconded. ALL AYES ... MOTION APPROVED.

Other Business

Family Day Resolution -

Council Member Goldsmith made a motion to approve the Family Day Resolution. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

Resolution 09082014-204

Whereas, the use of illegal drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of children; and

Whereas, surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and

teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs; and

Whereas, teenagers who virtually never eat dinner with their families are 72 percent more likely than the average teenager to use illegal drugs, alcohol and cigarettes; and

Whereas, the teenagers who almost always eat dinner with their families are 31 percent less likely than the average teenager to use illegal drugs, alcohol and cigarettes; and

Whereas, the correlation between family dinners and reduced risk for teen substance abuse are well documented; and

Whereas, parental influence is known to be one of the most crucial factors in determining the likelihood of substance abuse by teenagers; and

Whereas, family dinners have long constituted a substantial pillar of family life in America;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEVALLO, ALABAMA AS FOLLOWS:

That the fourth Monday in September (September 22nd) is hereby proclaimed as Family Day - A Day to Eat Dinner with Your Children; and

Urge all Montevallo citizens to recognize and participate in its observance.

ADOPTED AND APPROVED THIS 8th DAY OF SEPTEMBER, 2014.

221 TENIDER, 2014
Attest
Herman F. Lehman, III City Clerk

Council Member Woodham made a motion to approve payment of the bills as presented. Council Member Goldsmith seconded. ALL AYES . . . MOTION APPROVED.

Citizen Participation: NONE

There being no further business before the council, Council Member Woodham made a motion to adjourn. Council Member Goldsmith seconded. ALL AYES ... MEETING ADJOURNED at 6:25 p.m.

Submitted by:

Herman Lehman City Clerk

ACCOUNTS PAYABLE CHECK REGISTER

PAYMENTS AFTER COUNCIL MEETING MONDAY, SEPTEMBER 8, 2014

8/27/2014 2:37 PM

PACKET: 21392 Regular Payments

VENDOR SET: 01

BANK : 27000 CASH-LIBR OPER 57007438 A / P CHECK REGISTER PAGE: 1

VENDOR	NAME / I.D. VERIZON WIRELESS I-LIB 9730437095	DESC VERIZON WIRELESS		CHECK TYPE R 8/	CHECK DATE /27/2014	DISCOUNT	AMOUNT 40.03CR	CHECK NO# 124499	CHECK AMOUNT
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8/27/2014 2:37 PM PACKET: 21392 Regular Payments

PAGE: 2 A / P CHECK REGISTER

VENDOR SET: 01
BANK : 27000 CASH-LIBR OPER 57007438

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TYPE DATE DISCOUNT CHECK CHECK VENDOR NAME / I.D. DESC AMOUNT TRUOMA жо#

** POSTING PERIOD RECAP **

AMOUNT FUND PERIOD 8/2014 40.03CR ALL40.03CR 8/27/2014 2:36 PM A / P CHECK REGISTER PAGE: 1

PACKET: 21391 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC DISCOUNT AMOUNT AMOUNT NO# TYPE DATE VERIZON WIRELESS 811.30CR 125592 811.30 1-9730437095 VERIZON WIRELESS R 8/27/2014 * * T O T A L S * * NO# DISCOUNTS CHECK AMT TOTAL APPLIED REGULAR CHECKS: 0.00 811.30 811.30 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00 PRE-WRITE CHECKS: 0.00 0.00 0 0.00 DRAFTS: 0 0.00 0.00 0.00 VOID CHECKS: 0.00 0 0.00 0.00 NON CHECKS: 0 0.00 0.00 0.00 CORRECTIONS: 0.00 0.00 0.00 0

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TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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8/27/2014 2:36 PM A / P CHECK REGISTER PAGE: 2

PACKET: 21391 Regular Payments

VENDOR

VENDOR SET: 01
BANK : 10021 GEN-FUND 2 ACC.# 57000361

NAME / I.D.

CHECK CHECK CHECK CHECK

TYPE DATE

** POSTING PERIOD RECAP **

DESC

FUND AMOUNT PERIOD 8/2014 10 811.30CR 811.30CR ALL

DISCOUNT

AMOUNT

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8/28/2014 9:53 AM A / P CHECK REGISTER PAGE: 1

PACKET: 21397 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK DISCOUNT AMOUNT VENDOR NAME / I.D. DESC AMOUNT NO# TYPE DATE SAM'S CLUB DIRECT 60.00CR 125593 60.00 1-201408281176 SAM'S CLUB DIRECT R 8/28/2014 * * TOTALS * * NO# DISCOUNTS CHECK AMT TOTAL APPLIED REGULAR CHECKS: 0.00 60.00 60.00 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00 0.00 0.00 PRE-WRITE CHECKS: 0 0.00 DRAFTS: 0 0.00 0.00 0.00 0.00 0.00 0.00 VOID CHECKS: 0 NON CHECKS: 0 0.00 0.00 0.00 CORRECTIONS: 0 0.00 0.00 0.00

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TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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VENDOR SET: 01
BANK : 10021 GEN-FUND 2 ACC.# 57000361

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** POSTING PERIOD RECAP **

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10	8/2014	60.00CR
ALL		60.00CR

8/28/2014 9:55 AM A / P CHECK REGISTER PAGE: 1

PACKET: 21398 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC DISCOUNT AMOUNT NO# AMOUNT TYPE DATE SAM'S CLUB DIRECT 50.00CR 125594 50.00 SAM'S CLUB DIRECT R 8/28/2014 I-CF 1408 * * TOTALS * * NO# DISCOUNTS CHECK AMT TOTAL APPLIED 50.00 50.00 REGULAR CHECKS: 1 0.00 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00 0.00 0.00 0.00 PRE-WRITE CHECKS: 0 0.00 0.00 DRAFTS: 0 0.00 VOID CHECKS: 0 0.00 0.00 0.00 NON CHECKS: 0 0.00 0.00 0.00 CORRECTIONS: 0 0.00 0.00 0,00 50.00 REGISTER TOTALS: 0.00 50.00

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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VENDOR SET: 01
BANK : 10021 GEN-FUND 2 ACC.# 57000361

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FUND	PERIOD	AMOUNT
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ALL		50.00CR

PAGE: 1 8/28/2014 1:24 PM A / P CHECK REGISTER

PACKET: 21400 Regular Payments

VENDOR SET: 01

BANK : 27000 CASH-LIBR OPER 57007438

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21404 Regular Payments PACKET:

VENDOR SET: 01

VENDOR

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PACKET: 21404 Regular Payments

VENDOR SET: 01 : 10021 GEN-FUND 2 ACC.# 57000361 BANK

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** POSTING PERIOD RECAP **

AMOUNT PERIOD FUND 867.58CR 10 8/2014 867.58CR ALL

8/29/2014 1:26 PM A / P CHECK REGISTER PAGE: PACKET: 21425 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

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VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

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0.00 32.50 CHECK AMT 32.50 0.00 0.00 0.00 0.00 DISCOUNTS 0000000 0.00 # ~ 0 0 0 0 0 0 * * T O T A L S * *
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PRE-WRITE CHECKS:
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TOTAL WARNINGS: 0 TOTAL ERRORS:

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9/02/2014 9:15 AM
PACKET: 214' gular Payments
VENDOR SET: 0
BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR NAME / I.D.

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CHECK NO#

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CHECK DATE	RECAP **			
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	*	FUND	OI	ALL

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PACKET: 21431 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC. # 57000361

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TOTAL ERRORS: 0 TOTAL WARNINGS: 0

REGISTER TOTALS:

9/02/2014 9:19 AM CKET: 21431 Regular Payments PACKET:

A / P CHECK REGISTER

PAGE: 2

VENDOR SET: 01 BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR NAME / I.D.

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DATE

DISCOUNT AMOUNT

CHECK NO#

CHECK AMOUNT

** POSTING PERIOD RECAP **

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9/02/2014 3:34 PM

PACKET: 21443 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361 A / P CHECK REGISTER PAGE: 1

VENDOR	NAME / I.D.	DESC		CHECK CHECK TYPE DATE	DISCOUNT		HECK CHEC	
,	PITNEY BOWES PURCHASE 1-201409021193	E POWER PITNEY BOWES PURCH	ASE POWER	R 9/02/2014		200.00CR 125	5609 200.0	00
01598	ALABAMA POWER COMPANY I-201409021192	(ALABAMA POWER COMPA	MY	R 9/02/2014		297.53CR 125	5610 297.5	i3
	* * T O T REGULAR C HANDWRITT PRE-WRITE DRAFTS: VOID CHEC NON CHECK CORRECTIO	CHECKS: CHECKS: CHECKS: KS:	NO# 2 0 0 0 0 0 0	DISCOUNTS 0.00 0.00 0.00 0.00 0.00 0.00 0.00	CHECK AMT 497.53 0.00 0.00 0.00 0.00 0.00 0.00	TOTAL APPLI 497.5 0.0 0.0 0.0 0.0 0.0	33 00 00 00 00 00	
	REGISTER	TOTALS:	2	0.00	497.53	497.5	3	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/02/2014 3:34 PM

A / P CHECK REGISTER

PAGE: 2

21443 Regular Payments PACKET:

VENDOR SET: 01

: 10021 GEN-FUND 2 ACC.# 57000361 BANK

DESC

VENDOR NAME / I.D.

CHECK CHECK TYPE

DATE

DISCOUNT

AMOUNT

CHECK NO#

CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT 10 9/2014 497.53CR ____ 497.53CR 9/02/2014 4:08 PM CKET: 21445 Regular Payments A / P CHECK REGISTER PAGE: 1

PACKET:

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE DATE DISCOUNT AMOUNT AMOUNT NO#

GALLO-WAY SERVICES, INC.

I-4563 GALLO-WAY SERVICES, INC. R 9/02/2014 3,785.71CR 125611 3,785.71

* * TOTALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	3,785.71	3,785.71
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	3,785.71	3,785.71

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/02/2014 4:08 PM CKET: 21445 Regular Payments PACKET:

A / P CHECK REGISTER

PAGE: 2

VENDOR SET: 01
BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR NAME / I.D. DESC

CHECK CHECK CHECK CHECK TYPE DATE DISCOUNT AMOUNT нои AMOUNT

FUND	PERIOD	AMOUNT
10	9/2014	3,785.71CR
		=======================================
ALL		3,785.71CR

A / P CHECK REGISTER

PAGE: 1

9/03/2014 10:41 AM

PACKET: 21448 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR	NAME / I.D.	DESC		CHECK CHECK TYPE DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	CASL I-INVOICE FALL 2014	CASL		R 9/03/2014		250.00CR	125612	250.00
	* * TOTA		NO#	DISCOUNTS	CHECK AMT	TOTAL AP		
	REGULAR CI		1	0.00	250.00	25	0.00	
	HANDWRITT	EN CHECKS:	0	0.00	0.00		0.00	
	PRE-WRITE	CHECKS:	0	0.00	0.00	1	0.00	
	DRAFTS:		0	0.00	0.00		0.00	
	VOID CHECK	KS:	0	0,00	0.00		0.00	
	NON CHECKS	S:	0	0.00	0.00		0.00	
	CORRECTION	NS:	0	0.00	0.00	1	0.00	
	REGISTER 1	rotals:	1	0.00	250.00	25	0.00	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/03/2014 10:41 AM A / P CHECK REGISTER PACKET: 21448 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE DATE DISCOUNT AMOUNT ио# AMOUNT

PAGE: 2

FUND	PERIOD	AMOUNT				
10	9/2014	250.00CR				
ALL		250.00CR				

A / P CHECK REGISTER

PAGE: 1

9/03/2014 1:57 PM

PACKET: 21450 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR	NAME / I.D.	DESC		CHECK CHECK TYPE DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	AT & T I-201409031195	AT & T		R 9/03/2014		30.00CR	125613	30.00
	* * T O T REGULAR C HANDWRITT PRE-WRITE DRAFTS: VOID CHEC NON CHECK CORRECTIO	HECKS: EN CHECKS: CHECKS: KS: S:	NO# 1 0 0 0 0 0 0 0	DISCOUNTS 0.00 0.00 0.00 0.00 0.00 0.00 0.00	CHECK AMT 30.00 0.00 0.00 0.00 0.00 0.00		PPLIED 30.00 0.00 0.00 0.00 0.00 0.00 0.00	
	REGISTER	TOTALS:	1	0.00	30.00	3	30.00	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/03/2014 1:57 PM CKET: 21450 Regular Payments PACKET:

A / P CHECK REGISTER

PAGE: 2

VENDOR SET: 01
BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR NAME / I.D. DESC CHECK CHECK TYPE DATE

DISCOUNT

AMOUNT

CHECK

NO#

CHECK AMOUNT

FUND	PERIOD	AMOUNT
10	9/2014	30.00CR
${f A}{f L}{f L}$		30.00CR

A / P CHECK REGISTER PAGE: 1

9/03/2014 3:39 PM

PACKET: 21453 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR	NAME / I.D.	DESC		CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	ALABAMA POWER COMPANY I-201409031196	ALABAMA POWER COMPANY		R 9/	/03/2014		5,956.25CR	125614	5,956.25
	* * T O T REGULAR CHANDWRITT: PRE-WRITE DRAFTS: VOID CHECKS CORRECTION	HECKS: EN CHECKS: CHECKS: KS:	NO# 1 0 0 0 0 0	0 0 0 0	OUNTS 00 00 00 00 00 00	CHECK AMT 5,956.25 0.00 0.00 0.00 0.00 0.00	TOTAL A 5,9	PPLIED 56.25 0.00 0.00 0.00 0.00 0.00	
	REGISTER 1	COTALS:	1	0	.00	5,956.25	5,95	56.25	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0 9/03/2014 3:39 PM PACKET: 21453 Regular Payments

A / P CHECK REGISTER

PAGE: 2

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR NAME / I.D. DESC

CHECK CHECK TYPE DATE

DISCOUNT

AMOUNT

CHECK NO#

CHECK AMOUNT

FUND	PERIOD	AMOUNT
10	9/2014	5,956.25CR
ALL		5,956.25CR

9/03/2014 3:47 PM

VENDOR SET: 01
BANK : 27000 CASH-LIBR OPER 57007438 A / P CHECK REGISTER PACKET: PAGE: 1

VENDOR NAME / I.D. CHECK CHECK DESC CHECK TYPE CHECK DATE DISCOUNT AMOUNT NO# , ALABAMA POWER COMPANY AMOUNT I-201409031198 ALABAMA POWER COMPANY R 9/03/2014 3,051.22CR 124501 3,051.22

* * TOTALS * * REGULAR CHECKS: HANDWRITTEN CHECKS: PRE-WRITE CHECKS: DRAFTS: VOID CHECKS: NON CHECKS: CORRECTIONS:	NO# 1 0 0 0 0 0 0	DISCOUNTS 0.00 0.00 0.00 0.00 0.00 0.00 0.00	CHECK AMT 3,051.22 0.00 0.00 0.00 0.00 0.00 0.00 0.00	TOTAL APPLIED 3,051.22 0.00 0.00 0.00 0.00 0.00 0.00
REGISTER TOTALS:	1	0.00	3,051.22	3,051.22

TOTAL ERRORS: 0 TOTAL WARNINGS: 0 9/03/2014 3:47 PM

PACKET: 21455 Regular Payments

VENDOR SET: 01

A / P CHECK REGISTER

PAGE: 2

BANK : 27000 CASH-LIBR OPER 57007438

VENDOR NAME / I.D.

DESC

CHECK CHECK TYPE DATE

DISCOUNT

AMOUNT

CHECK NO# CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT

27 9/2014 3,051.22CR

ALL 3,051.22CR

A / P CHECK REGISTER

PAGE: 1

9/04/2014 2:12 PM PACKET: 21470 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK
TYPE DATE CHECK CHECK VENDOR NAME / I.D. DESC DISCOUNT AMOUNT NO# THUOMA ALABAMA POWER COMPANY I-201409041204 ALABAMA POWER COMPANY R 9/04/2014 689.13CR 125618 689.13

* * TOTALS * *	NO#	DIOCOLDING		
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	. 1	0.00	689.13	689.13
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	
CORRECTIONS:	0			0.00
	U	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	689.13	689.13

TOTAL ERRORS: 0 TOTAL WARNINGS: 0 9/04/2014 2:12 PM PACKET: 21470 Regular Payments

A / P CHECK REGISTER

PAGE: 2

VENDOR SET: 01

: 10021 GEN-FUND 2 ACC.# 57000361

VENDOR NAME / I.D. DESC CHECK CHECK TYPE DATE

DISCOUNT

AMOUNT

CHECK NO#

CHECK AMOUNT

** POSTING PERIOD RECAP **

PERIOD AMOUNT 10 9/2014 689.13CR ALL 689.13CR

A / P CHECK REGISTER

PAGE: 1

9/04/2014 2:18 PM
PACKET: 21472 Regular Payments
VENDOR SET: 01

BANK : 22050 CASH-2/7 CENT GAS57000646

VENDOR	NAME / I.D.	DESC		CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	ALABAMA POWER COMPAN I-201409041205	Y ALABAMA POWER COMPANY		R 9,	/04/2014		3,195.49CR	000788	3,195.49
	REGULAR (HANDWRIT	TEN CHECKS: G CHECKS: CKS: KS:	NO# 1 0 0 0 0 0	0 0 0 0 0	DUNTS 0.00 0.00 0.00 0.00 0.00 0.00	CHECK AMT 3,195.49 0.00 0.00 0.00 0.00 0.00 0.00	TOTAL A	PPLIED 95.49 0.00 0.00 0.00 0.00 0.00	
	REGISTER	TOTALS:	1	0	.00	3,195.49	3,1	95.49	

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

9/04/2014 2:18 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 21472 Regular Payments

VENDOR SET: 01
BANK : 22050 CASH-2/7 CENT GASS7000646

VENDOR NAME / I.D.

DESC

CHECK CHECK TYPE DATE

DISCOUNT

AMOUNT

CHECK NO#

CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT 22 9/2014 3,195.49CR ALL 3,195.49CR

9/09/2014 10:29 AM A / P CHECK REGISTER PACKET: 21514 Regular Payments PAGE: 1

VENDOR SET: 01 BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR	NAME / I.D. THOMAS W. JONES	DESC		CHECK CHECK TYPE DATE	DISCOUNT	CHECK AMOUNT NO#	CHECK AMOUNT
	I-7/14/2014	THOMAS W. JONES		R 9/09/2014		600.00CR 125625	600.00
	REGULAF HANDWRI PRE-WRI DRAFTS: VOID CHE NON CHE CORRECT	ECKS: CKS: IONS:	NO# 1 0 0 0 0 0	DISCOUNTS 0.00 0.00 0.00 0.00 0.00 0.00 0.00	CHECK AMT 600.00 0.00 0.00 0.00 0.00 0.00	TOTAL APPLIED 600.00 0.00 0.00 0.00 0.00 0.00 0.00	
POTAL EDAG		R TOTALS:	1	0.00	600.00	600.00	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0 A / P CHECK REGISTER

9/09/2014 10:29 AM

PACKET: 21514 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361 PAGE: 2

VENDOR NAME / I.D. DESC CHECK CHECK TYPE DATE DISCOUNT CHECK AMOUNT CHECK NO# ** POSTING PERIOD RECAP ** AMOUNT

FUND PERIOD 10 9/2014 600.00CR 600.00CR

9/09/2014 10:31 AM

PACKET: 21515 Regular Payments

VENDOR SET: 01

BANK : 10207 MONEY MKT CAPTL IMP #5703 PAGE: 1

VENDOR NAME / TURNER I-04-26	BATSON		CHECK CHECK TYPE DATE R 9/09/2014	DISCOUNT	AMOUNT 17,837.09CR	CHECK NO#	CHECK AMOUNT 17,837.09
TOTAL ERRORS: 0	* * TOTALS * * REGULAR CHECKS: HANDWRITTEN CHECKS: PRE-WRITE CHECKS: DRAFTS: VOID CHECKS: NON CHECKS: CORRECTIONS: REGISTER TOTALS:	NO# 1 0 0 0 0 0 0 1	DISCOUNTS 0.00 0.00 0.00 0.00 0.00 0.00 0.00	CHECK AMT 17,837.09 0.00 0.00 0.00 0.00 0.00 0.00	((((7.09 0.00 0.00 0.00 0.00 0.00 0.00	

9/09/2014 10:31 AM

A / P CHECK REGISTER PAGE: 2

PACKET: 21515 Regular Payments VENDOR SET: 01

: 10207 MONEY MKT CAPTL IMP #5703 BANK

CHECK CHECK VENDOR NAME / I.D. CHECK CHECK DESC TYPE DATE DISCOUNT AMOUNT NO# AMOUNT

FUND	PERIOD	TNUOMA
10	9/2014	17,837.09CR
		=======================================
ALL		17,837.09CR

A / P CHECK REGISTER

PAGE: 1

9/09/2014 10:33 AM

PACKET: 21516 Regular Payments

VENDOR SET: 01

BANK : 26000 SANITATION ACCOUNT

VENDOR	NAME / I.D.	DESC		CHECK CHECK TYPE DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
,	WASTE PRO - Bi I-0000303005	ERMINGHAM WASTE PRO - BIR	MINGHAM	R 9/09/2014		18,484.33CR	102801	18,484.33
	RE HA PR DR VO NO CO	TOTALS * * GULAR CHECKS: NDWRITTEN CHECKS: E-WRITE CHECKS: AFTS: ID CHECKS: N CHECKS: RRECTIONS:	NO# 1 0 0 0 0 0 0	DISCOUNTS 0.00 0.00 0.00 0.00 0.00 0.00 0.00	CHECK AMT 18,484.33 0.00 0.00 0.00 0.00 0.00 0.00	TOTAL A 18,4	PPLIED 84.33 0.00 0.00 0.00 0.00 0.00 0.00	
TOTAL ERRO		GISTER TOTALS:	1	0.00	18,484.33	18,4	84.33	
TOTAL ENGL	жэ. О	TOTAL WARNINGS:	0					

9/09/2014 10:33 AM PACKET: 21516 Regular Payments

A / P CHECK REGISTER PAGE: 2

VENDOR SET: 01

BANK : 26000 SANITATION ACCOUNT

VENDOR NAME / I.D. DESC

 CHECK
 CHECK
 CHECK
 CHECK
 CHECK

 TYPE
 DATE
 DISCOUNT
 AMOUNT
 NO#
 AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT

10 9/2014 18,484.33CR

ALL 18,484.33CR

PAGE: 1

9/09/2014 10:34 AM A / P CHECK REGISTER PACKET: 21517 Regular Payments

VENDOR SET: 01

BANK : 24075 CASH-CORRECTIONS 57035032

VENDOR	NAME / I.D. DESC		CHECK CHECK TYPE DATE	DISCOUNT	CHECK AMOUNT NO#	CHECK AMOUNT
	SHELBY COUNTY COMMISSION 1-973 SHELBY COUNTY O	COMMISSION	R 9/09/2014		4,196.31CR 001842	4,196.31
	* * TOTALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED	
	REGULAR CHECKS:	1	0.00	4,196.31	4,196.31	
	HANDWRITTEN CHECKS:	0	0.00	0.00	0.00	
	PRE-WRITE CHECKS:	0	0.00	0.00	0.00	
	DRAFTS:	0	0.00	0.00	0.00	
	VOID CHECKS:	0	0.00	0.00	0.00	
	NON CHECKS:	0	0.00	0.00	0.00	
	CORRECTIONS:	0	0.00	0.00	0.00	
	REGISTER TOTALS:	1	0.00	4,196.31	4,196.31	

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

9/09/2014 10:34 AM

A / P CHECK REGISTER

PAGE: 2

DISCOUNT

CHECK

AMOUNT

CHECK

NO#

THUOMA

PACKET: 21517 Regular Payments

VENDOR SET: 01

: 24075 CASH-CORRECTIONS 57035032

CHECK CHECK TYPE DATE VENDOR NAME / I.D. DESC

FUND	PERIOD	AMOUNT
24	9/2014	4,196,31CR
	9/2014	·
ALL		4,196.31CR

PAGE: 1

9/09/2014 10:41 AM

PACKET: 21518 Regular Payments

VENDOR SET: 01

BANK : 15065 PAYROLL CLEARING 57007608

CHECK CHECK CHECK CHECK DISCOUNT AMOUNT NO# AMOUNT TYPE DATE NAME / I.D. DESC VENDOR SOUTHERN STATES POLICE BENEVOLENT ASSOCIATION, INC 53.10CR 111935 R 9/09/2014 MEMBERSHIP DUES 1-064201408251158 106.20 R 9/09/2014 53.10CR 111935 MEMBERSHIP DUES I-064201409081211 TOTAL APPLIED CHECK AMT DISCOUNTS * * TOTALS * * NO# 0.00 106.20 106.20 1 REGULAR CHECKS: 0.00 0.00 HANDWRITTEN CHECKS: 0.00 0.00 0 0.00 0.00 PRE-WRITE CHECKS: 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 0 0.00 VOID CHECKS: 0.00 0.00 0.00 NON CHECKS: 0 0.00 CORRECTIONS: 0 0.00 0.00 106.20 106.20 0.00 REGISTER TOTALS:

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/09/2014 10:41 AM

A / P CHECK REGISTER

CHECK REGISTER PAGE: 2

PACKET: 21518 Regular Payments

VENDOR SET: 01

K : 15065 PAYROLL CLEARING 57007608

VENDOR NAME / I.D. DESC

CHECK CHECK CHECK CHECK
TYPE DATE DISCOUNT AMOUNT NO# AMOUNT

FUND	PERIOD	AMOUNT
15	9/2014	106.20CR
ALL		106.20CR

VENDOR SET: 01 BANK : 10021 GEN-FUND 2 ACC.# 57000361

VFNDOR	NAME / I.D.	DESC		CHECK CHEC		AMOUNT	NO#	CHECK AMOUNT
	WALMART COMMUNITY I-TR # 06749	Printer Supplies		R 9/09/20	14	244.94CR	125626	244.94
01476	SAM'S CLUB DIRECT I-8/21 & 8/28/14	STATION 2		R 9/09/20	14	338.52CR	125627	338.52
01711	TRACTOR SUPPLY CREDIT I-291348	PLAN CHAINSAW SUPPLIES		R 9/09/20	14	124.96CR	125628	124.96
01716	VISA I-01637355 8/24/14			R 9/09/20	14	13,12CR	125629	13.12
			2001	D. G.C.C.NWG	CURCY NAME	TOTAL A	DDI TED	
	* * TOT		ио#	DISCOUNTS 0,00	CHECK AMT 721.54		21.54	
	REGULAR C	HECKS: EN CHECKS:	4 0	0.00	0.00	,	0.00	
	RANDWRITT PRE-WRITE		0	0.00	0.00		0.00	
	DRAFTS:	CHECKS.	0	0.00	0.00		0.00	
	VOID CHEC	KS:	0	0.00	0.00		0.00	
	NON CHECK		0	0.00	0.00		0.00	
	CORRECTIO		0	0,00	0.00		0.00	
	REGISTER	TOTALS:	4	0.00	721.54	7	21.54	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PAGE: 2 9/09/2014 12:18 PM A / P CHECK REGISTER

PACKET: 21521 Regular Payments

VENDOR SET: 01
BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK DISCOUNT AMOUNT AMOUNT ио# DATE VENDOR NAME / I.D. DESC TYPE

FUND	PERIOD	TRUOMA
10	9/2014	721.54CR
=======		
ALL		721.54CR

PAGE: 1

0

0

1

PACKET: 21522 Regular Payments

VENDOR SET: 01

: 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK TYPE DATE DISCOUNT AMOUNT NO# AMOUNT VENDOR NAME / I.D. DESC VISA 230.09CR 125630 230.09 R 9/09/2014 I-8/20/14 AMAZON Body Cameras ₩О# DISCOUNTS CHECK AMT TOTAL APPLIED * * TOTALS * * 230.09 0.00 230.09 REGULAR CHECKS: 1 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00 0.00 0.00 0 0.00 PRE-WRITE CHECKS: 0.00 DRAFTS: 0 0.00 0.00 0.00 0,00 0.00 0 VOID CHECKS:

0.00

0.00

0.00

0.00

0.00

230.09

0.00

0.00

230.09

TOTAL WARNINGS: 0 TOTAL ERRORS: 0

NON CHECKS:

CORRECTIONS:

REGISTER TOTALS:

A / P CHECK REGISTER

PAGE: 2

9/09/2014 12:20 PM PACKET: 21522 Regular Payments

VENDOR SET: 01

: 10021 GEN-FUND 2 ACC.# 57000361

VENDOR NAME / I.D.

DESC

CHECK CHECK TYPE DATE

DISCOUNT

AMOUNT

CHECK

NO#

CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT 230.09CR 9/2014 10 _____ 230.09CR ALL

A / P CHECK REGISTER PAGE: 1 9/09/2014 12:21 PM

PACKET: 21523 Regular Payments

VENDOR SET: 01

: 10021 GEN-FUND 2 ACC.# 57000361 BANK

CHECK CHECK CHECK CHECK AMOUNT DESC TYPE DATE DISCOUNT AMOUNT NO# VENDOR NAME / I.D. VISA 12.00CR 125631 12.00 R 9/09/2014 I-E/2646410 VISA * * TOTALS * * NO# DISCOUNTS CHECK AMT TOTAL APPLIED 12.00 12.00 0.00 REGULAR CHECKS: 1 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00 0.00 0.00 0.00 PRE-WRITE CHECKS: 0 0.00 DRAFTS: 0 0.00 0.00 0.00 0.00 0.00

0.00

0.00

0.00

0.00

0.00

12.00

0.00

0.00

12.00

0

0

0

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VOID CHECKS:

CORRECTIONS:

REGISTER TOTALS:

NON CHECKS:

9/09/2014 12:21 PM PACKET: 21523 Regular Payments A / P CHECK REGISTER PAGE: 2

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC DATE DISCOUNT AMOUNT NO# AMOUNT TYPE

FUND	PERIOD	AMOUNT
10	0./001.4	10.000
10	9/2014	12.00CR
ALL		12.00CR

9/09/2014 12:23 PM A / P CHECK REGISTER PAGE: 1

PACKET: 21524 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE DATE DISCOUNT AMOUNT NO# AMOUNT VISA I-FLIGHT CHARGE FLIGHT CHANGE BALANCE R 9/09/2014 25.00CR 125632 25.00 * * TOTALS * * NO# DISCOUNTS CHECK AMT TOTAL APPLIED REGULAR CHECKS: 25.00 1 0.00 25.00 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00 0 PRE-WRITE CHECKS: 0.00 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 VOID CHECKS: 0 0.00 0.00 0.00 NON CHECKS: 0 0.00 0.00 0.00 CORRECTIONS: 0 0.00 0.00 0.00

0.00

25.00

1

25,00

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

REGISTER TOTALS:

PAGE: 2 **9/09/2014** 12:23 PM PACKET: 21524 Regular Payments A / P CHECK REGISTER

VENDOR SET: 01 BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK DISCOUNT AMOUNT NO# AMOUNT VENDOR NAME / I.D. DESC TYPE DATE

FUND	PERIOD	AMOUNT
10	9/2014	25.00CR
=======		
ALL		25.00CR

9/09/2014 12:24 PM A / P CHECK REGISTER

21525 Regular Payments PACKET:

VENDOR SET: 01
BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE DATE DISCOUNT TRUOMA NO# AMOUNT VISA I-OR # 1262107 NFPA CODE SUBSCRIPTION R 9/09/2014 1,465,50CR 125633 1,465.50

PAGE: 1

++ =0====				
* * TOTALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,465.50	1,465.50
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	1,465.50	1,465.50

TOTAL ERRORS: 0 TOTAL WARNINGS: 0 9/09/2014 12:24 PM 21525 Regular Payments A / P CHECK REGISTER

PAGE: 2

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR NAME / I.D. DESC CHECK CHECK

DISCOUNT

CHECK AMOUNT NO#

CHECK

TYPE DATE

1,465.50CR

AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT 10 9/2014 1,465.50CR ______ ALL

9/09/2014 12:25 PM PACKET:

A / P CHECK REGISTER 21526 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE

VISA

I-POLICE 8/19/14 Flash Card/Camera R 9/09/2014 23.52CR 125634 23.52

DATE

DISCOUNT

AMOUNT

NO#

PAGE: 1

AMOUNT

* * TOTALS * * NO# DISCOUNTS CHECK AMT TOTAL APPLIED REGULAR CHECKS: 0.00 1 23.52 23.52 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00 PRE-WRITE CHECKS: 0 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 0.00 VOID CHECKS: 0 0.00 0.00 0.00 NON CHECKS: 0 0.00 0.00 0.00 CORRECTIONS: 0 0.00 0.00 0.00 REGISTER TOTALS: 1 0.00 23.52 23.52

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/09/2014 12:25 PM PACKET: 21526 Regular Payments

A / P CHECK REGISTER

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC DISCOUNT TYPE DATE AMOUNT NO# AMOUNT

PAGE: 2

FUND	PERIOD	AMOUNT
10	0/2014	22 F0gp
10	9/2014	23.52CR

ALL		23.52CR

9/09/2014 12:27 PM

A / P CHECK REGISTER PACKET: 21527 Regular Payments

VENDOR SET: 01
BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK TYPE DATE CHECK CHECK VENDOR NAME / I.D. DESC DISCOUNT AMOUNT AMOUNT ₩О# VISA I-TRAINING 8/29/14 SCBA TECH CLASS R 9/09/2014 1,490.00CR 125635 1,490.00

PAGE: 1

* * TOTALS * *	#OM	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,490.00	1,490.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	1,490.00	1,490.00

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/09/2014 12:27 PM PACKET: 21527 Regular Payments A / P CHECK REGISTER

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR NAME / I.D. DESC

CHECK CHECK

DATE

DISCOUNT

AMOUNT

CHECK NO#

CHECK AMOUNT

PAGE: 2

** POSTING PERIOD RECAP **

FUND PERIOD

TYPE

AMOUNT

9/2014

1,490.00CR

ALL

1,490.00CR

9/09/2014 1:11 PM CKET: 21530 Regular Payments A / P CHECK REGISTER PAGE: 1

PACKET:

VENDOR SET: 01

BANK : 27000 CASH-LIBR OPER 57007438

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE DATE DISCOUNT AMOUNT AMOUNT NO# , MONTEVALLO WATER & SEWER BOARD I-201409091226 MONTEVALLO WATER & SEWER BOARD R 9/09/2014 22.84CR 124503 I-201409091227 MONTEVALLO WATER & SEWER BOARD R 9/09/2014 169.33CR 124503 192,17 01731 MR BUGG'S PEST PATROL, INC I-572236 MR BUGG'S PEST PATROL, INC R 9/09/2014 30,00CR 124504 30.00 * * TOTALS * * NO# DISCOUNTS CHECK AMT TOTAL APPLIED REGULAR CHECKS: 0.00 222.17 222.17 2 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00 PRE-WRITE CHECKS: 0 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 0,00 VOID CHECKS: 0 0.00 0.00 0.00 NON CHECKS: 0 0.00 0.00 0.00 CORRECTIONS: 0 0.00 0.00 0.00 REGISTER TOTALS: 2 0.00 222.17 222.17

TOTAL ERRORS: 0 TOTAL WARNINGS: 0 9/09/2014 1:11 PM CKET: 21530 Regular Payments A / P CHECK REGISTER

PACKET:

VENDOR SET: 01

BANK : 27000 CASH-LIBR OPER 57007438

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE DATE DISCOUNT AMOUNT NO# AMOUNT

PAGE: 2

FUND	PERIOD	AMOUNT
27	9/2014	222.17CR
	3/2014	222,17CR
AI.I.		222.17CR
71112		CZLIIIOM

9/09/2014 1:21 PM PACKET: 21532 Regular Payments A / P CHECK REGISTER PAGE: 1

VENDOR SET: 01

BANK : 27000 CASH-LIBR OPER 57007438

VENDOR	NAME / I.D.	DESC		CHECK CHECK TYPE DATE	DISCOUNT	CHECK AMOUNT NO#	CHECK AMOUNT
	BERNEY OFFICE SOLUTI	ONS					
	I-144464	MONTHLY CHARGES		R 9/09/2014		104.11CR 124505	104.11
01173	PHILLIP MCENTEE I-AUG & SEPT 2014	STORYTIME		R 9/09/2014		600.00CR 124506	600.00
01297	WALMART COMMUNITY I-TR # 08629	SUPPLIES FOR LIBRARY		R 9/09/2014		40.00CR 124507	40.00
01512	STAPLES ADVANTAGE I-3239729272	OFFICE CHAIRS		R 9/09/2014		1,349.45CR 124508	1,349.45
	* * T O T	ALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED	
	REGULAR	CHECKS:	4	0.00	2,093.56	2,093.56	
	HANDWRIT'	TEN CHECKS:	0	0.00	0.00	0.00	
	PRE-WRIT	E CHECKS:	0	0,00	0.00	0.00	
	DRAFTS:		0	0.00	0.00	0.00	
	VOID CHE	CKS:	0	0.00	0.00	0.00	
	NON CHEC	KS:	0	0.00	0.00	0.00	
	CORRECTIO	ONS:	0	0.00	0.00	0.00	

4 0.00 2,093.56 2,093.56

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

REGISTER TOTALS:

9/09/2014 1:21 PM CKET: 21532 Regular Payments A / P CHECK REGISTER

PACKET:

VENDOR SET: 01
BANK: 27000 CASH-LIBR OPER 57007438

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE DATE DISCOUNT AMOUNT жо# AMOUNT

PAGE: 2

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT 9/2014 2,093.56CR ALL 2,093.56CR 9/09/2014 1:39 PM PACKET: 21534 Regular Payments

A / P CHECK REGISTER PAGE: 1

VENDOR SET: 01

BANK : 27005 CASH-LIB ST AID #57179077

VENDOR	NAME / I.D.	DESC		CHEC	= -	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	WALMART COMMUNITY I-TR # 00396	DVDS FOR LIBRARY		R	9/09/2014		302.30CR	061628	302.30
01425	INGRAM LIBRARY SERVI	CES							
	I-79977187	BOOK FOR LIBRARY		R	9/09/2014		15.63CR	061629	
	I-80093484	BOOKS FOR LIBRARY		R	9/09/2014		14.27CR	061629	
	I-80108660	BOOKS FOR LIBRARY		R	9/09/2014		162.07CR	061629	
	1-80108661	BOOKS STATE AID		R	9/09/2014		150,70CR	061629	
	I-801379 8 5	DVDS FOR LIBRARY		R	9/09/2014		17.24CR	061629	359.91
01716	VISA								
	I-8/05/14 VISA/LIBRA	DVDS		R	9/09/2014		97.57CR	061630	97.57
	* * TOT	A L S * *	NO#	DI	SCOUNTS	CHECK AMT	TOTAL A	PPLIED	
	REGULAR O	CHECKS:	3		0.00	759.78	7	59.78	
	HANDWRIT'	TEN CHECKS:	0		0.00	0.00		0.00	
	PRE-WRIT	E CHECKS:	0		0.00	0.00		0.00	
	DRAFTS:		0		0.00	0.00		0.00	
	VOID CHEC	CKS:	0		0.00	0.00		0.00	
	NON CHECK	KS:	0		0.00	0.00		0.00	
	CORRECTIO	ONS:	0		0.00	0.00		0.00	
	REGISTER	TOTALS:	3		0.00	759.78	7	59.78	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/09/2014 1:39 PM PACKET: 21534 Regular Payments VENDOR SET: 01

A / P CHECK REGISTER

BANK : 27005 CASH-LIB ST AID #57179077

CHECK CHECK

AMOUNT

CHECK NO#

CHECK

PAGE: 2

VENDOR NAME / I.D. DESC

TYPE DATE DISCOUNT

AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD ______

27 9/2014 759.78CR

AMOUNT

-----ALL 759.78CR

9/09/2014 1:50 PM PACKET: 21536 Regular Payments A / P CHECK REGISTER

VENDOR SET: 01

BANK : 27005 CASH-LIB ST AID #57179077

VENDOR	NAME / I.D.	DESC			CHECK DATE	DISCOUNT	AMOUNT	NO# CHECK	CHECK AMOUNT
	VISA								
	I-8/06/14 VISA/LIBRA	воок		R 9/0	9/2014		12,11CR	061631	12.11
	* * T O T A	A L S * *	но#	DISCOU	NTS	CHECK AMT	TOTAL A	PPLIED	
	REGULAR C	HECKS:	1	0.	00	12.11		12.11	
	HANDWRITTE	EN CHECKS:	0	0.	00	0.00		0.00	
	PRE-WRITE	CHECKS:	0	0.	00	0.00		0.00	
	DRAFTS:		0	0.	00	0.00		0.00	
	VOID CHECK	KS:	0	0.	00	0.00		0.00	
	NON CHECKS	S;	0	0.	00	0.00		0.00	
	CORRECTION	NS:	0	0.	00	0.00		0.00	
	REGISTER 1	FOTALS:	1	0.	00	12.11		12.11	

PAGE: 1

TOTAL ERRORS: 0 TOTAL WARNINGS: 0 9/09/2014 1:50 PM CKET: 21536 Regular Payments

A' / P CHECK REGISTER

PAGE: 2

PACKET: VENDOR SET: 01

BANK : 27005 CASH-LIB ST AID #57179077

VENDOR NAME / I.D. DESC

CHECK CHECK TYPE DATE

DISCOUNT

AMOUNT

CHECK NO#

CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT 9/2014 12,11CR ALL 12.11CR

A / P CHECK REGISTER

PAGE: 1

9/09/2014 1:52 PM

PACKET: 21537 Regular Payments

VENDOR SET: 01

BANK : 27005 CASH-LIB ST AID #57179077

VENDOR	NAME / I.D. DESC		CHECK CHECK TYPE DATE	DISCOUNT	CHECK AMOUNT NO#	CHECK AMOUNT
	VISA I-8/29/14 VISA LIBRA DVDS FOR LIBRARY		R 9/09/2014		79.82CR 061632	79,82
	* * TOTALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED	
	REGULAR CHECKS:	1	0.00	79.82	79,82	
	HANDWRITTEN CHECKS:	0	0.00	0.00	0,00	
	PRE-WRITE CHECKS:	0	0.00	0.00	0.00	
	DRAFTS:	0	0.00	0.00	0,00	
	VOID CHECKS:	0	0,00	0.00	0.00	
	NON CHECKS:	0	0,00	0.00	0.00	
	CORRECTIONS:	0	0.00	0.00	0.00	
	REGISTER TOTALS:	1	0.00	79.82	79.82	

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

9/09/2014 1:52 PM PACKET:. 21537 Regular Payments A / P CHECK REGISTER

VENDOR SET: 01

BANK : 27005 CASH-LIB ST AID #57179077

CHECK CHECK VENDOR NAME / I.D.

CHECK CHECK DESC TYPE DATE DISCOUNT AMOUNT NO# AMOUNT

PAGE: 2

FUND	PERIOD	AMOUNT
27	9/2014	79.82CR
======== ALL		79.82CR

9/09/2014 1:56 PM
PACKET: 21538 Regular Payments A / P CHECK REGISTER PAGE: 1

VENDOR SET: 01

BANK : 27005 CASH-LIB ST AID #57179077

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	VISA I-LIBRARY/VISA 8/29	ВООК	R 9	/09/2014		7.87CR	061633	7.87

* * TOTALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	7.87	7.87
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	7.87	7.87

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/09/2014 1:56 PM CKET: 21538 Regular Payments PACKET:

A / P CHECK REGISTER

PAGE: 2

VENDOR SET: 01

BANK : 27005 CASH-LIB ST AID #57179077

VENDOR NAME / I.D. DESC

CHECK CHECK TYPE DATE

DISCOUNT

CHECK AMOUNT но#

CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT 27 9/2014 7.87CR _____ ALL7.87CR 9/09/2014 2:00 PM PACKET: 21539 Regular Payments VENDOR SET: 01 BANK : 27005 CASH-LIB ST AID #57179077 A / P CHECK REGISTER PAGE: 1

VENDOR NA	AME / I.D.	DESC			HECK ATE DISCOU	тиома ти	CHECK NO#	CHECK AMOUNT
VIS I-V		DVD		R 9/09	/2014	18.50CR	061634	18.50
	* * T O T A REGULAR CH HANDWRITTE PRE-WRITE:	ECKS: N CHECKS:	NO# 1 0 0	DISCOUN 0.0 0.0 0.0) 18.) 0.	50 00	APPLIED 18.50 0.00 0.00	
	DRAFTS:	_	0	0.0			0.00	
	VOID CHECK NON CHECKS		0	0.0			0.00 0.00	
	CORRECTION		0	0.0			0.00	
	REGISTER TO	OTALS:	1	0.0	18.	50	18.50	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/09/2014 2:00 PM
PACKET: 21539 Regular Payments
VENDOR SET: 01 A / P CHECK REGISTER PAGE: 2

BANK : 27005 CASH-LIB ST AID #57179077

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE DATE DISCOUNT AMOUNT NO# AMOUNT

FUND	PERIOD	AMOUNT
27	9/2014	18.50CR
	========	
ALL		18.50CR

PACKET: 21550 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE DATE DISCOUNT AMOUNT #ОИ AMOUNT ALACOURT I-201409091235 ALACOURT R 9/09/2014 87.00CR 125637 87.00 01043 SPOK, INC/USA MOBILITY WIRELESS, INC I-X2653411I SPOK, INC/USA MOBILITY WIRELES R 9/09/2014 29.42CR 125638 29.42 01069 CHARTER COMMUNICATIONS 1-201409091236 CHARTER COMMUNICATIONS R 9/09/2014 55.00CR 125639 I-201409091237 CHARTER COMMUNICATIONS R 9/09/2014 54.99CR 125639 109.99 01110 THE MCPHERSON COMPANIES, INC - FUELZ CARD THE MCPHERSON COMPANIES, INC -I-201409091238 R 9/09/2014 5,639.59CR 125640 5,639.59 01265 SOUTHERN LINC WIRELESS I-9925067 SOUTHERN LINC WIRELESS R 9/09/2014 583.50CR 125641 583.50 01298 WALLACE, ELLIS, FOWLER & HEAD I-17511 WALLACE, ELLIS, FOWLER & HEAD R 9/09/2014 1,292.20CR 125642 1,292.20 01543 TALLADEGA OFFICE MACHINES TALLADEGA OFFICE MACHINES R 9/09/2014 150.00CR 125643 150.00 01731 MR BUGG'S PEST PATROL, INC I-572232 MR BUGG'S PEST PATROL, INC R 9/09/2014 25.00CR 125644 I-572234 MR BUGG'S PEST PATROL, INC 9/09/2014 25.00CR 125644 R I-572237 MR BUGG'S PEST PATROL, INC R 9/09/2014 20.00CR 125644 T-572238 MR BUGG'S PEST PATROL, INC R 9/09/2014 25.00CR 125644 1-572239 MR BUGG'S PEST PATROL, INC R 9/09/2014 25,00CR 125644 120.00 *VOID* VOID CHECK V 9/09/2014 125645 **VOID** 01951 AT & T 1-201409091234 AT & T R 9/09/2014 112.50CR 125646 112.50 XEROX CORPORATION T-075628185 XEROX CORPORATION R 9/09/2014 213.96CR 125647 213.96 * * TOTALS * * NO# DISCOUNTS CHECK AMT TOTAL APPLIED REGULAR CHECKS: 10 0.00 8,338.16 8,338.16 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00 PRE-WRITE CHECKS: 0 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 0.00 VOID CHECKS: 1 0.00 0.00 0.00 NON CHECKS: 0 0.00 0.00 0.00 CORRECTIONS: 0 0.00 0.00 0.00 REGISTER TOTALS: 11 0.00 8,338.16 8.338.16

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

A / P CHECK REGISTER

9/09/2014 4:12 PM PACKET: 21550 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC. # 57000361

VENDOR NAME / I.D. DESC

CHECK CHECK TYPE DATE

DISCOUNT AMOUNT CHECK NO#

CHECK AMOUNT

PAGE: 2

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT ______

10 9/2014 8,338.16CR

ALL8,338,16CR

A / P CHECK REGISTER PAGE: 1

9/09/2014 4:52 PM

PACKET: 21552 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

				CHEC	CK CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC		TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
,	MONTEVALLO WAT	ER & SEWER BOARD							
	1-201409091239	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		87.83CR	125648	
	1-201409091240	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		115.51CR	125648	
	1-201409091241	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		40.47CR	125648	
	I-201409091242	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		19.46CR	125648	
	1-201409091243	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		19.46CR	125648	
	I-201409091244	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		19.46CR	125648	
	I-201409091245	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		54.74CR	125648	
	I-201409091246	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		19.46CR	125648	
	I-201409091247	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		19.46CR	125648	
	I-201409091248	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		66.27CR	125648	
	I-201409091249	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		44.27CR	125648	
	I-201409091250	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		43.31CR	125648	
	I-201409091251	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		19.46CR	125648	
	I-201409091252	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		19.46CR	125648	
	I-201409091253	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		348.73CR	125648	
	I-201409091254	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		19.46CR	125648	
	1-201409091255	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		44.27CR	125648	
	I-201409091256	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		56,21CR	125648	
	I-201409091257	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		91.05CR	125648	
	I-201409091258	MONTEVALLO WATE	R & SEWER BOAR	D R	9/09/2014		40.47CR	125648	
	I-201409091259	MONTEVALLO WATE	R & SEWER BOAR) R	9/09/2014		78.11CR	125648	1,266.92
AQID	AOID CHECK			V	9/09/2014			125649	**AOID**
VOID	VOID CHECK			V	9/09/2014			125650	**AOID**
AOID	AOID CHECK			V	9/09/2014			125651	**VOID**
		TOTALS * *	NO#	DI	SCOUNTS	CHECK AMT	TOTAL A		
		GULAR CHECKS:	1		0.00	1,266,92	1,2	66.92	
		NDWRITTEN CHECKS:	0		0.00	0.00		0.00	
		E-WRITE CHECKS:	0		0.00	0.00		0.00	
		AFTS:	0		0.00	0.00		0.00	
		ID CHECKS:	3		0.00	0.00		0.00	
		N CHECKS:	0		0.00	0.00		0.00	
	COI	RRECTIONS:	0		0.00	0.00		0.00	
	DE/	GISTER TOTALS:	4		0.00	1 066 60		cc 00	
	REC	STOLEK LOIMPS:	4		0.00	1,266.92	1,2	66.92	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/09/2014 4:52 PM PACKET: 21552 Regular Payments VENDOR SET: 01

A / P CHECK REGISTER PAGE: 2

BANK : 10021 GEN-FUND 2 ACC. # 57000361

CHECK CHECK CHECK CHECK TYPE DATE DISCOUNT VENDOR NAME / I.D. DESC AMOUNT NO# AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT _____ 9/2014 1,266.92CR 10 ALL 1,266.92CR

A / P CHECK REGISTER PAGE: 1

9/10/2014 9:55 AM

PACKET: 21556 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR	NAME / I.D.	DESC	CHEC TYPE		CHECK DATE	DISCOUNT	AMOUNT	NO#	CHECK AMOUNT
,	ALABAMA PAPER AND SUP I-68145`	PLY INC. Paper Towels	R	9/	/10/2014		33.29CR	125652	33.29
01021	ALABAMA FIRE COLLEGE I-FIRE COLLEGE WEEK	GRANT CLASS	R	9/	/10/2014		25.00CR	125653	25.00
01084	CROWN TROPHY #98 I-24408		R	9/	/10/2014		613.50CR	125654	613,50
01112	GALLS, LLC AN ARAMAR I-002317213 I-OR # 2872013	K COMPANY Polos Radar Unit 9			/10/2014 /10/2014		210.00CR 1,270.00CR		1,480.00
01122	GULF STATES DISTRIBUT I-0111472-IN	ORS, INC. Ballistic Vest	R	9/	10/2014		519.89CR	125656	519.89
01319	ACTIVE AIR I-33417	AC Repair	R	9/	10/2014		351.60CR	125657	351.60
01391	MCCAIN UNIFORMS I-290796-1 I-291068-1	Uniform Shirts Polos			/10/2014 /10/2014		128.65CR 61.00CR		189.65
01431	CENTRAL ELECTRICAL SU I-ALA/032213	PPLY(C.E.S. ALABASTER) STATION 2	R	9/	10/2014		42.22CR	125659	42.22
01466	MONTEVALLO TIRE & AUT	0	R	9/	10/2014		38.76CR	125660	38.76
01512	STAPLES ADVANTAGE I-3240847103	Office Chairs	R	9/	10/2014		299.97CR	125661	299.97
01534	L & S SMALL ENGINE RE I-8165	PAIR, LLC	R	9/	10/2014		45.00CR	125662	45.00
01555	AUTO ZONE STORES, INC I-3844473880 03 I-3844476263 05 I-3844477074 04	Car Wash Supplies	R	9/	710/2014 710/2014 710/2014		42.23CR 26.06CR 5.81CR	125663	74.10
01576	CHIEF SUPPLY CORP I-111379	Rain Jackets			10/2014		122.67CR		122.67

9/10/2014 9:55 AM PACKET: 21556 Regular Payments PAGE: 2 A / P CHECK REGISTER

VENDOR SET: 01
BANK : 10021 GEN-FUND 2 ACC.# 57000361

VENDOR	NAME / I.D.	DESC	CHEC TYPE		CHECK DATE	DISCOUNT	AMOUNT	NO#	CHECK AMOUNT
,	LOADER SERVICES & EQU	JIPMENT, INC.	_	Δ.	10/2014		230 0000	105.665	210.02
	I-00073457		н	97	10/2014		210.92CR	125005	210.92
01711	TRACTOR SUPPLY CREDIT I-289684	PLAN	R	9/	10/2014		15.38CR	125666	
	1-292943				10/2014		12.99CR		
	1-293310		R	9/	10/2014		59.98CR	125666	88.35
01719	LONG LEWIS STERLING C	F BESSEMER							
	I-864188 I-865096				10/2014 10/2014		111.84CR 36.80CR		148.64
	1-003090		K	97	10/2014		30.0UCK	123607	140.04
01722	MOORE BROTHERS AUTOMO			٠.	10/2014		20 (100	105660	
	I-31981	Unit 6 Oil Change Unit 25			10/2014 10/2014		39.61CR 65.39CR		105.00
				-,					
01742	MARVIN'S I-35121280-41856		D	0.7	10/2014		33.10CR	125660	
	I-35125753-41873				10/2014		88.62CR		121,72
01743	PIGGLY-WIGGLY #244								
01743	I-8/20 & 8/21/14 INV	WATER	R	9/	10/2014		27.39CR	125670	27.39
01859	CEDAR CREEK SEASONING	S E SHILLE							
01003	1-2267	SUPPLIES	R	9/	10/2014		88.75CR	125671	88.75
01861	RITEWAY, INC								
	I-139	UNIFORM SHIRTS	R	9/	10/2014		830.00CR	125672	830.00
01953	TOPLINE EQUIPMENT OF	AL. LLC							
01303	I-3482 & 3498	THE, THE	R	9/	10/2014		120.87CR	125673	120.87
02031	SANSOM REPAIR & EQUIP	MENT. LLC							
	I-105776	, 444	R	9/	10/2014		514.90CR	125674	514.90
02040	MITCHELL & ASSOCIATES	LLC							
	I-Mit1249	SUSPENDERS	R	9/	10/2014		600.00CR	125675	600.00
02046	ZEAGER BROS., INC.								
	1-26174		R	9/	10/2014		3,486.00CR	125676	3,486.00
02047	TRANSPORTATION SOUTH,	INC.							
	1-23106		R	9/:	10/2014		634.02CR	125677	634.02

9/10/2014 9:55 AM

PACKET: 21556 Regular Payments

VENDOR SET: 01
BANK : 10021 GEN-FUND 2 ACC.# 57000361 PAGE: 3 A / P CHECK REGISTER

VENDOR	NAME / I.D.	DESC		CHECK CHECK TYPE DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
ر	SUSAN SCHEIN AUTOMOT	IVE		R 9/10/2014		132.85CR 1:	25678	132.85
1	SPARTAN CHASSIS, INC I-IN00590213	SEATBELT		R 9/10/2014		360.73CR 12	25679	360.73
	* * T O T	A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPI	LIED	
	REGULAR (CHECKS:	28	0.00	11,305.79	11,305	.79	
	HANDWRIT"	PEN CHECKS:	0	0.00	0.00	0	.00	
	PRE-WRITI	E CHECKS:	0	0.00	0.00	0	.00	
	DRAFTS:		0	0.00	0.00	0	.00	
	AOID CHEC	CKS:	0	0.00	0.00	0	.00	
	NON CHECK	KS:	0	0.00	0.00	0	.00	
	CORRECTIO	ONS:	0	0.00	0.00	0	.00	
	REGISTER	TOTALS;	28	0.00	11,305.79	11,305	.79	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

9/10/2014 9:55 AM PACKET: 21556 Regular Payments A / P CHECK REGISTER PAGE: 4

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC. # 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC DISCOUNT TYPE DATE AMOUNT NO# AMOUNT

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT _____ 10 9/2014 11,305.79CR ALL11,305.79CR

A / P CHECK REGISTER PAGE: 1

'9/10/2014 10:37 AM

PACKET: 21561 Regular Payments

VENDOR SET: 01

BANK : 10021 GEN-FUND 2 ACC.# 57000361

				CHEC	K CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC		TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
,	CENTRAL INDUSTR	RIAL SUPPLY, INC.							
•	C-427102	CENTRAL INDUSTRIAL	SUPPLY, INC	R	9/10/2014		5.50	125680	
	1-426823		,		9/10/2014		39.79CR	125680	
	I-427004	MONTHLY PO FOR AUGU	JST	R			167.25CR	125680	
	I-427043			R			42,46CR	125680	
	I-427155			R	9/10/2014		21.49CR	125680	
	I-427193			R	9/10/2014		77.45CR	125680	
	I-427495			R	9/10/2014		39.97CR	125680	382,91
	* *	TOTALS * *	NO#	DIS	SCOUNTS	CHECK AMT	TOTAL A	PPLIED	
	REG	ULAR CHECKS:	1		0.00	382.91	3	82.91	
	HAN	DWRITTEN CHECKS:	0		0.00	0.00		0.00	
	PRE	-WRITE CHECKS:	0		0.00	0.00		0.00	
	DRA	AFTS:	0		0.00	0.00		0.00	
	VOI	D CHECKS:	0		0.00	0.00		0.00	
	NON	CHECKS:	0		0.00	0.00		0.00	
	COR	RECTIONS:	0		0.00	0.00		0.00	
	REG	SISTER TOTALS:	1		0.00	382.91	3	82.91	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0 9/10/2014 10:37 AM PACKET: 21561 Regular Payments A / P CHECK REGISTER

VENDOR SET: 01
BANK: 10021 GEN-FUND 2 ACC.# 57000361

CHECK CHECK CHECK CHECK VENDOR NAME / I.D. DESC TYPE DATE DISCOUNT AMOUNT NO# AMOUNT

PAGE: 2

FUND	PERIOD	AMOUNT
	····	
10	9/2014	382.91CR
$\mathbf{A}\mathbf{L}\mathbf{L}$		382.91CR