

TOWN COUNCIL

AGENDA

January 21, 2014

1. Call to Order
2. Visitors
3. Minutes
4. Financial Reports
5. Sales Tax Agreement and Resolution
6. Contracts with Sheriff Terry Wilson and Board of Education
7. Charter Renewal Agreement
8. Roof for Gym
9. Adjourn

TOWN COUNCIL

MINUTES

January 21, 2014

The Rockford Town Council held their regular monthly meeting Tuesday, January 21, 2014 at 6:00 p.m. at Town Hall. Members present were Mayor Randall Lewis, Carel Smith, Cordarius Lee, Frankie Cousin, Judy Wilder and Karen Pemberton.

Mayor Randall Lewis called the meeting to order.

Christi Jennings from the Coosa County News was our only visitor.

Judy Wilder made the motion to approve the minutes from last month's meeting. Carel Smith seconded. All approved.

Financial Statements were discussed.

Frankie Cousin made the motion to approve the Resolution that will allow The Department of Revenue to administer and collect all sales taxes levied and assessed under the provisions of this Resolution. Judy Wilder seconded. All approved.

Doris Raison gave each member of the Council a copy of the Lease Agreements for the Sheriff's Department and Board of Education. Mayor Lewis asked the Council to look over and be prepared to discuss at the next meeting.

Charter Communications send a renewal agreement for the Mayor and Council to consider. After some discussion Judy made the motion to approve signing the agreement with Charter Communications. Karen Pemberton seconded. All approved.

Mayor Lewis discussed the Gym roof again. The Mayor and Council asked the Clerk, Doris Raison, to run an ad in the Outlook and Daily Home. Doris Raison advised the Mayor and Council that she had put one in the Coosa County News and it would run this Friday.

Judy Wilder made the motion to adjourn. Karen Pemberton seconded. All approved. Meeting adjourned at 6:45 p.m.

Randall Lewis
Mayor Randall Lewis

Cordarius P. Lee
Cordarius Lee

Judy Wilder
Judy Wilder

Frankie Cousin
Frankie Cousin

Carel Smith
Carel Smith

Karen Pemberton
Karen Pemberton

ATTEST:

Doris Raison
Doris Raison, Town Clerk

Town of Rockford - General Fund Profit & Loss

Dec 13

Ordinary Income/Expense

Income

502 · City Sales Tax	2,417.62
504 · Advalorem Tax	3,752.03
506 · Police Fines & Fees	118.50
508 · City Beer Tax	166.78
510 · Motor Vehicle Casual Sales Tax	14.25
512 · St. Motor Veh. License	51.59
514 · Co. Motor Vehicle License	150.14
516 · Business License	3,395.83
520 · Manufactured Homes Tax	10.50
521 · School Gym Rental	50.00
522 · Cigarette Excise Tax	315.12
524 · Gas Tax- 3 Cent	604.95
526 · Rent- Gas & Water Bds.	1,000.00
528 · Miscellaneous Income	45.27
542 · Interest Income	0.59
552 · Library Misc. Income	5.00
558 · Interest Income-Library	0.90

Total Income 12,099.07

Expense

602 · Salary- Mayor & Council	807.39
605 · Town Salaries	5,453.95
608 · Dues	40.00
610 · Exterminating	45.00
622 · Bldg. Maint. & Repairs	0.00
624 · Miscellaneous	1,041.29
626 · Office Supplies & Expense	1,067.59
630 · Telephone	450.14
631 · Cell Phones	237.44
632 · Utilities	975.01
642 · Community Promotions	250.00
658 · Gas and Oil - Police	349.95
670 · NCIC	230.00
672 · Repairs & Maint.- Vehicles Poli	654.88
674 · Repairs & Maint. Radio Equip.	584.86
676 · Supplies - Police	74.60
752 · Senior Citizens	70.00
754 · Civil Defense	25.00
786 · Gas & Oil - Animal Control	0.00
802 · Books & Magazines- Library	141.00
901 · Exterminating Gym	45.00
902 · School - Repairs	0.00
904 · School - Utilities	169.38

Total Expense 12,712.48

Net Ordinary Income -613.41

Net Income -613.41

Town of Rockford - General Fund Balance Sheet

Dec 31, 13

ASSETS	
Current Assets	
Checking/Savings	
102 · Cash in Bank-Gen-FB	47,612.86
104 · Cash in Bank-P/R-ST	9,621.68
110 · Cash in Bank-Library-FB	4,614.30
112 · Cash in Savings- Gen.FB	713.98
116 · Library Savings	1,079.44
118 · CD-First Bank- Library	20,096.44
Total Checking/Savings	83,738.70
Other Current Assets	
122 · Prepaid Insurance	10,597.95
Total Other Current Assets	10,597.95
Total Current Assets	94,336.65
Fixed Assets	
130 · Office Furniture & Fixtures	19,972.55
134 · Police Cars	7,343.78
136 · City Hall	61,337.03
138 · Improvements	25,371.27
140 · Other Equipment	23,285.52
141 · Police Equipment	2,407.93
142 · Radio Equipment	14,810.00
144 · Trucks	10,000.00
146 · Land	50,617.84
148 · Building Shop	59,069.00
150 · Park / Playground	3,871.20
160 · School Buildings	1,130,300.00
180 · Accumulated Depreciation	-255,042.07
Total Fixed Assets	1,153,344.05
TOTAL ASSETS	1,247,680.70
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
213 · Accts Payable	584.43
Total Accounts Payable	584.43
Other Current Liabilities	
201 · FICA W/H	1,174.12
202 · Federal Tax W/H	709.00
203 · State Tax W/H	3,388.84
204 · Insurance W/H	580.61
206 · Accrued Vacation Pay	2,533.14
Total Other Current Liabilities	8,385.71
Total Current Liabilities	8,970.14
Total Liabilities	8,970.14
Equity	
302 · Inv. in Gen. Fixed Assets	123,977.41
304 · Fund Balance	89,136.95
3900 · Retained Earnings	1,026,318.67
Net Income	-722.47
Total Equity	1,238,710.56
TOTAL LIABILITIES & EQUITY	1,247,680.70

3:40 PM
01/15/14
Cash Basis

Road & Bridge - Town of Rockford
Profit & Loss
December 2013

	<u>Dec 13</u>
Ordinary Income/Expense	
Income	
500 · INCOME	
530 · State Gas Tax - 7 cent	1,618.73
532 · State Gas Tax - 5 cent	462.50
534 · State Gas Tax - 4 cent	942.02
536 · Petroleum Inspection Fees	214.71
544 · Interest Income	23.15
562 · Excise Tax Add'l	71.18
Total 500 · INCOME	<u>3,332.29</u>
Total Income	3,332.29
Expense	
700 · OPERATING EXPENSE	
702 · Salaries	619.25
718 · Street Lighting	641.93
Total 700 · OPERATING EXPENSE	<u>1,261.18</u>
Total Expense	<u>1,261.18</u>
Net Ordinary Income	<u>2,071.11</u>
Net Income	<u><u>2,071.11</u></u>

Road & Bridge - Town of Rockford
Balance Sheet
As of December 31, 2013

	<u>Dec 31, 13</u>
ASSETS	
Current Assets	
Checking/Savings	
100 · Cash in Bank-R&B (FB)	41,906.23
108 · Cash in Bank-R&B Imp. (FB)	14,950.96
117 · Cash in Savings-R&B Imp.(FB)	27,728.16
119 · Cash in Bank-Cap Imp Fund	7,685.94
Total Checking/Savings	<u>92,271.29</u>
Total Current Assets	92,271.29
Fixed Assets	
136 · Capital Improvements	17,267.45
140 · Equipment	1,524.99
180 · Accumulated Depreciation	-5,022.00
Total Fixed Assets	<u>13,770.44</u>
TOTAL ASSETS	<u>106,041.73</u>
LIABILITIES & EQUITY	
Equity	
302 · Investment in Gen Fixed Assets	7,227.50
304 · Fund Balance	92,591.53
Net Income	6,222.70
Total Equity	<u>106,041.73</u>
TOTAL LIABILITIES & EQUITY	<u>106,041.73</u>

STATE OF ALABAMA)
)
) **LEASE AGREEMENT**
COUNTY OF COOSA)

THIS LEASE AGREEMENT is entered into this 12 day of June, 2012, by and between the **TOWN OF ROCKFORD, ALABAMA**, hereinafter referred to as "Lessor", and **COOSA COUNTY** , a body corporate, hereinafter referred to as "Lessee".

ARTICLE 1. LEASED PROPERTY

Lessor does hereby lease unto the Lessee and the Lessee hereby leases from Lessor that certain real property and building generally described as the "Metal Vocational Building" at the "Old Coosa County High School", located in Rockford, Alabama, said land further described as follows:

A parcel of land located in the SE 1/4 of Section 13, Township 22 North, Range 18 East, extending 30 feet North of said 40 foot x 62 foot metal building, bounded by the sidewalk on the West, the chain link playground fence on the East and the Nixburg Road on the South, together with the right of access to said parcel along the existing driveway from said Nixburg Road.

ARTICLE 2. TERM

The term of this lease shall be for a period of one (1) year beginning upon the date of execution of this Lease agreement and ending one (1) year thereafter. This Lease shall automatically renew on a year to year basis unless cancelled by either party in writing at least thirty (30) days prior to the end of the then current term.

ARTICLE 3. RENT

The Lessee agrees to pay the Lessor as rental for said premises, the sum of One and NO/100 Dollars (\$1.00) and to keep the premises in good order and repair and to return the same to the Lessor upon expiration of this Lease, reasonable wear and tear excepted.

ARTICLE 4. PURPOSE

Lessor and Lessee understand and agree that the purpose of this Lease is to provide a location for the **COOSA COUNTY SHERIFF'S OFFICE** to utilize for storage of its equipment and vehicles.

ARTICLE 5. REPAIRS AND UTILITIES

- 5.01 Lessee agrees to keep the leased premises in good order and repair;
- 5.02 Lessee agrees to be responsible for all utilities serving said premises including the cost therefore.

ARTICLE 6. WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

ARTICLE 7. ASSIGNMENT AND SUBLEASE

Lessee shall not assign this lease nor sublet all or any portion of the leased premises without the prior written consent of Lessor.

ARTICLE 8. INSPECTION BY LESSOR

Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same.

ARTICLE 9. MISCELLANEOUS

- 9.01 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors and assigns.
- 9.02 In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.03 This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.
- 9.04 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

9.05 The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

9.06 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

9.07 In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

9.08 Time is of the essence in this agreement.

9.09 Lessee covenants with the Lessor that should it take possession of the leased premises described herein prior to the beginning of the term as provided, the Lessee shall be under all obligations imposed by this lease as stated herein.

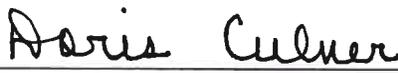
9.10 Lessee covenants and agrees to indemnify and hold harmless the Lessor from any and all claims, demands, expenses of every kind, suits, actions, judgments and recoveries from or on account of damages to the property or injuries (including death) to persons caused by or arising from the use of occupancy of said premises.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

LESSOR:

ATTEST:

TOWN OF ROCKFORD, ALABAMA



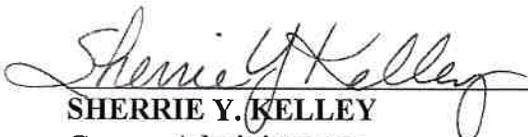
DORIS CULVER, CLERK

by: 

RANDALL LEWIS, MAYOR

LESSEE:

COOSA COUNTY, a body corporate



SHERRIE Y. KELLEY
County Administrator

by: 

TODD J. ADAMS, Chairman of the
Coosa County Commission

STATE OF ALABAMA:

COUNTY OF COOSA:

KNOWN ALL MEN BY THESE PRESENTS

This Lease and indenture entered into by and between the Town of Rockford, hereinafter called the LESSOR, and Coosa County Board of Education, hereinafter called the Lessee.

WITNESSETH:

Lessor hereby leases to Lessee and Lessee hereby leases the old home economics building (white wooden building) of Rockford School located in Rockford of Coosa County, Alabama.

Upon the following terms and conditions:

1. The terms of this lease shall commence with the date of execution stated herein and shall continue until termination or extension as provided herein. Lessee may, at its option, petition the Lessor for extension of an additional term by giving written notice to the Lessor, not less than sixty (60) days prior to the expiration of the original lease. The lease will commence on September 20, 2011 and terminate on September 20, 2012.
2. Lessee shall maintain the property in as good or better condition as present. Lessee shall have liability insurance coverage for public or private use of property. Lessee will transfer all utility services to the name of Lessee.
3. The Lessee agrees to hold harmless and indemnify the Lessor, from any damage real or alleged deriving from usage of said property by Lessee.
4. The Lessor retains the right to inspect said premises and to have premises inspected to ascertain compliance with law and terms of this lease.
5. Failure to maintain premises as agreed herein; failure to use premises as agreed; shall give Lessor the option to terminate this lease. The Lessor shall give Lessee a thirty (30) day written notice stating specific violations, and of intent to

terminate contract. Lessee shall be given sixty (60) days to correct such violation(s) as notified of. If stated conditions are not then corrected, Lessor shall then have the right to terminate contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be execute in duplicate.

This the 20th day of September

Attest: Aoris Culver

Notary Public

LESSEE: Coosa County Board of Education

Signature: [Handwritten Signature]
Superintendent of Education

LESSOR: Town of Rockford

Signature: [Handwritten Signature]
Mayor of Rockford



January 8, 2014

Honorable Randall Lewis, Mayor
Town of Rockford
P.O. Box 128
Rockford, AL 35136

Dear Mayor Lewis:

Enclosed for your consideration is a draft franchise renewal agreement between Charter Communications L.L.C., locally known as Charter Communications ("Charter") and the Town of Rockford, pursuant to the informal renewal process under Section 626(h) of the Cable Act (47 U.S.C. § 546).

Please review this agreement, and let me know when would be convenient for us to meet and discuss this in more detail. I look forward to working with you to successfully conclude our informal renewal negotiations. If you have any questions, please call or email me at (334) 235-8830 or taylor.vice@charter.com.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T.C. Vice'.

Charter Communications L.L.C.
I/k/a Charter Communications

Taylor C. Vice
Manager, Government Affairs

Enclosure

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Rockford, AL, hereinafter referred to as the "Grantor" and Charter Communications L.L.C., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. **Definitions:**

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenues" means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
- e. "Service Area" shall mean the geographic boundaries of the Grantor.
- f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the

construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

5. **Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in

part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

6. Service.

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 11 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non owned hired autos	[\$1,000,000] per occurrence C.S.L.

9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.
10. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.
11. **Notices, Miscellaneous.**
- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of Rockford
P.O.Box 128
Rockford, AL 35136
 E-mail: _____

Grantee: Charter Communications
 Attn: Government Affairs Director
 1925 Breckinridge Plaza, Suite 100
 Duluth, GA 30096
 E-mail: terri.weldon@charter.com
 taylor.vice@charter.com

Courtesy copies

to: Charter Communications
Attn: VP of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

Charter Communications
Attn: Franchise/Government Affairs
2 Digital Place
Simpsonville, SC 29681

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
 - c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
 - d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.
12. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
13. **Franchise Fee.**
- a. Grantee shall pay to the Grantor annually an amount equal to three percent (3%) of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor.
 - b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.
14. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on _____, _____ unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

15. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this 21 day of Jan, 2014

Town of Rockford, AL

Signature: Russell Stein

Name/Title: Mayor

Accepted this ____ day of ____, 20__, subject to applicable federal, state and local law.

Charter Communications L.L.C. /k/a Charter
Communication

Signature: _____

Name/Title: _____

Date: _____

Resolution _____

A RESOLUTION AUTHORIZING THE ALABAMA
DEPARTMENT OF REVENUE TO ADMINISTER AND
COLLECT (SALES, USE, RENTAL, AND LODGINGS) TAXES
LEVIED BY THE Town of Rockford

STATE OF ALABAMA

BE IT ORDAINED BY THE Town of Rockford OF THE
Cosa, AS FOLLOWS:

SECTION 1. Administration and Collection by State Department of Revenue. Pursuant to the provisions of Code of Alabama 1975, Section 11-51-207, the Town of Rockford hereby directs that the Department of Revenue of the State of Alabama shall administer and collect all (sales, use, rental, and lodgings) taxes levied and assessed under the provisions of this Resolution to the fullest extent allowed by Alabama law.

SECTION 2. Certified Copy. The Town of Rockford shall provide a certified copy of this Resolution to the Alabama Department of Revenue and shall also provide such other information and take such other steps as may be required by said Department of Revenue to enable it to administer and collect taxes levied and assessed under the provisions of this Resolution.

The Town of Rockford adopted this Resolution at the regular meeting on January 21, 2014. This Resolution is effective as of March 1, 2014.

Aaris & Culmer
ATTEST:

TOWN COUNCIL

AGENDA

February 18, 2014

1. Call to Order
2. Visitors
3. Minutes
4. Financial Reports
5. Lease Agreements for Board of Education and Sheriff's Department
6. Ethics Commission Yearly Report
7. Adjourn

TOWN COUNCIL

MINUTES

February 18, 2014

The Rockford Town Council held their regular monthly meeting Tuesday, February 18, 2014 at 6:00 p.m. at Town Hall. Members present were Mayor Randall Lewis, Carel Smith, Cordarius Lee, Frankie Cousin, Judy Wilder and Karen Pemberton.

Mayor Randall Lewis called the meeting to order.

Christi Jennings from the Coosa County News was our visitor.

Karen Pemberton made the motion to approve the minutes from last month's meeting. Frankie Cousin seconded. All approved.

Financial Statements were discussed.

Lease Agreements with the Board of Education and Sheriff were discussed. The Clerk is to write a letter to each encouraging them to keep the grass cut around their building.

Mayor Lewis brought up the fact that someone was driving on the town's property behind the Old Jail causing the road out to the property to get in bad shape. He suggested that the town close the road at the start of the town's property and buy a gate and put up No Trespassing signs. Mayor Lewis said that should keep people off the property and would also help keep the road leading to the property in better shape. Judy Wilder made the motion to close the road starting at the Town's Property line and put up a gate. Carel Smith seconded. All approved.

Mayor Lewis advised that he and Chief Shaw went to Montgomery Sunday and ordered the Chief a bullet proof vest. He was still using the one Mike Arms was wearing.

Doris Raison, Clerk gave all the Council the yearly financial report from Henry Dunlap and the Ethics Commission form and encouraged all to respond before April 30, 2014.

Judy Wilder made the motion to adjourn. Judy Wilder seconded. All approved. Meeting adjourned at 6:45 p.m.

Randall Lewis
Mayor Randall Lewis

Cordarius Lee
Cordarius Lee

Judy Wilder
Judy Wilder

Frankie Cousin
Frankie Cousin

Carel Smith
Carel Smith

Karen Pemberton
Karen Pemberton

ATTEST:

Doris Raison
Doris Raison, Town Clerk

Town of Rockford - General Fund Profit & Loss

Jan 14

Ordinary Income/Expense

Income

502 · City Sales Tax	5,403.67
504 · Advalorem Tax	5,172.32
506 · Police Fines & Fees	84.00
508 · City Beer Tax	164.47
510 · Motor Vehicle Casual Sales Tax	0.02
512 · St. Motor Veh. License	34.97
514 · Co. Motor Vehicle License	17.39
516 · Business License	27,087.05
521 · School Gym Rental	113.00
522 · Cigarette Excise Tax	186.69
524 · Gas Tax- 3 Cent	741.15
528 · Miscellaneous Income	8.08
905 · Refund Cleaning Deposit	638.63

Total Income 39,651.44

Expense

602 · Salary- Mayor & Council	807.43
605 · Town Salaries	8,435.77
608 · Dues	72.00
610 · Exterminating	45.00
614 · Insurance- WC	4,238.00
622 · Bldg. Maint. & Repairs	687.71
624 · Miscellaneous	679.64
626 · Office Supplies & Expense	647.63
630 · Telephone	449.03
632 · Utilities	714.56
634 · Legal Advertisements	23.25
658 · Gas and Oil - Police	472.02
670 · NCIC	230.00
672 · Repairs & Maint.- Vehicles Poli	49.95
674 · Repairs & Maint. Radio Equip.	95.00
676 · Supplies - Police	106.40
682 · Travel-Police	100.00
752 · Senior Citizens	70.00
754 · Civil Defense	25.00
786 · Gas & Oil - Animal Control	151.00
811 · Travel-Library	49.28
901 · Exterminating Gym	45.00
902 · School - Repairs	0.00
904 · School - Utilities	125.16

Total Expense 18,318.83

Net Ordinary Income 21,332.61

Net Income 21,332.61

Town of Rockford - General Fund Balance Sheet

	Feb 12, 14
ASSETS	
Current Assets	
Checking/Savings	
102 · Cash in Bank-Gen-FB	67,297.32
104 · Cash in Bank-P/R-ST	9,621.68
110 · Cash in Bank-Library-FB	4,438.02
112 · Cash in Savings- Gen.FB	713.98
116 · Library Savings	1,079.44
118 · CD-First Bank- Library	20,096.44
Total Checking/Savings	103,246.88
Other Current Assets	
122 · Prepaid Insurance	10,597.95
Total Other Current Assets	10,597.95
Total Current Assets	113,844.83
Fixed Assets	
130 · Office Furniture & Fixtures	19,972.55
134 · Police Cars	7,343.78
136 · City Hall	61,337.03
138 · Improvements	25,371.27
140 · Other Equipment	23,285.52
141 · Police Equipment	2,407.93
142 · Radio Equipment	14,810.00
144 · Trucks	10,000.00
146 · Land	50,617.84
148 · Building Shop	59,069.00
150 · Park / Playground	3,871.20
160 · School Buildings	1,130,300.00
180 · Accumulated Depreciation	-255,042.07
Total Fixed Assets	1,153,344.05
TOTAL ASSETS	1,267,188.88
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
213 · Accts Payable	584.43
Total Accounts Payable	584.43
Other Current Liabilities	
201 · FICA W/H	1,174.12
202 · Federal Tax W/H	709.00
203 · State Tax W/H	3,388.84
204 · Insurance W/H	580.61
206 · Accrued Vacation Pay	2,533.14
Total Other Current Liabilities	8,385.71
Total Current Liabilities	8,970.14
Total Liabilities	8,970.14
Equity	
302 · Inv. in Gen. Fixed Assets	123,977.41
304 · Fund Balance	89,136.95
3900 · Retained Earnings	1,026,318.67
Net Income	18,785.71
Total Equity	1,258,218.74
TOTAL LIABILITIES & EQUITY	1,267,188.88

3:59 PM
02/12/14
Cash Basis

Road & Bridge - Town of Rockford
Profit & Loss
January 2014

	<u>Jan 14</u>
Ordinary Income/Expense	
Income	
500 · INCOME	
530 · State Gas Tax - 7 cent	1,518.91
532 · State Gas Tax - 5 cent	433.98
534 · State Gas Tax - 4 cent	881.16
536 · Petroleum Inspection Fees	310.39
562 · Excise Tax Add'l	<u>67.11</u>
Total 500 · INCOME	<u>3,211.55</u>
Total Income	3,211.55
Expense	
700 · OPERATING EXPENSE	
702 · Salaries	937.63
714 · Materials & Supplies	<u>471.52</u>
Total 700 · OPERATING EXPENSE	<u>1,409.15</u>
Total Expense	<u>1,409.15</u>
Net Ordinary Income	<u>1,802.40</u>
Net Income	<u><u>1,802.40</u></u>

Road & Bridge - Town of Rockford
Balance Sheet
As of January 31, 2014

	<u>Jan 31, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
100 · Cash in Bank-R&B (FB)	43,274.65
108 · Cash in Bank-R&B Imp. (FB)	15,384.94
117 · Cash in Savings-R&B Imp.(FB)	27,728.16
119 · Cash in Bank-Cap Imp Fund	7,685.94
Total Checking/Savings	<u>94,073.69</u>
Total Current Assets	94,073.69
Fixed Assets	
136 · Capital Improvements	17,267.45
140 · Equipment	1,524.99
180 · Accumulated Depreciation	-5,022.00
Total Fixed Assets	<u>13,770.44</u>
TOTAL ASSETS	<u>107,844.13</u>
LIABILITIES & EQUITY	
Equity	
302 · Investment in Gen Fixed Assets	7,227.50
304 · Fund Balance	92,591.53
Net Income	8,025.10
Total Equity	<u>107,844.13</u>
TOTAL LIABILITIES & EQUITY	<u>107,844.13</u>

STATE OF ALABAMA)
)
COUNTY OF COOSA) **LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into this 12 day of June, 2012, by and between the **TOWN OF ROCKFORD, ALABAMA**, hereinafter referred to as "Lessor", and **COOSA COUNTY , a body corporate**, hereinafter referred to as "Lessee".

ARTICLE 1. LEASED PROPERTY

Lessor does hereby lease unto the Lessee and the Lessee hereby leases from Lessor that certain real property and building generally described as the "Metal Vocational Building" at the "Old Coosa County High School", located in Rockford, Alabama, said land further described as follows:

A parcel of land located in the SE 1/4 of Section 13, Township 22 North, Range 18 East, extending 30 feet North of said 40 foot x 62 foot metal building, bounded by the sidewalk on the West, the chain link playground fence on the East and the Nixburg Road on the South, together with the right of access to said parcel along the existing driveway from said Nixburg Road.

ARTICLE 2. TERM

The term of this lease shall be for a period of one (1) year beginning upon the date of execution of this Lease agreement and ending one (1) year thereafter. This Lease shall automatically renew on a year to year basis unless cancelled by either party in writing at least thirty (30) days prior to the end of the then current term.

ARTICLE 3. RENT

The Lessee agrees to pay the Lessor as rental for said premises, the sum of One and NO/100 Dollars (\$1.00) and to keep the premises in good order and repair and to return the same to the Lessor upon expiration of this Lease, reasonable wear and tear excepted.

ARTICLE 4. PURPOSE

Lessor and Lessee understand and agree that the purpose of this Lease is to provide a location for the **COOSA COUNTY SHERIFF'S OFFICE** to utilize for storage of its equipment and vehicles.

ARTICLE 5. REPAIRS AND UTILITIES

- 5.01 Lessee agrees to keep the leased premises in good order and repair;
- 5.02 Lessee agrees to be responsible for all utilities serving said premises including the cost therefore.

ARTICLE 6. WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

ARTICLE 7. ASSIGNMENT AND SUBLEASE

Lessee shall not assign this lease nor sublet all or any portion of the leased premises without the prior written consent of Lessor.

ARTICLE 8. INSPECTION BY LESSOR

Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same.

ARTICLE 9. MISCELLANEOUS

- 9.01 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors and assigns.
- 9.02 In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.03 This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.
- 9.04 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

9.05 The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

9.06 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

9.07 In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

9.08 Time is of the essence in this agreement.

9.09 Lessee covenants with the Lessor that should it take possession of the leased premises described herein prior to the beginning of the term as provided, the Lessee shall be under all obligations imposed by this lease as stated herein.

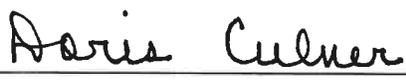
9.10 Lessee covenants and agrees to indemnify and hold harmless the Lessor from any and all claims, demands, expenses of every kind, suits, actions, judgments and recoveries from or on account of damages to the property or injuries (including death) to persons caused by or arising from the use of occupancy of said premises.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

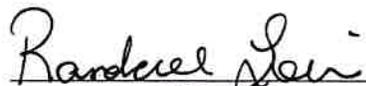
LESSOR:

ATTEST:

TOWN OF ROCKFORD, ALABAMA.



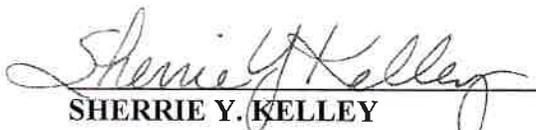
DORIS CULVER, CLERK

by: 

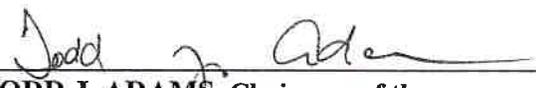
RANDALL LEWIS, MAYOR

LESSEE:

COOSA COUNTY, a body corporate



SHERRIE Y. KELLEY
County Administrator

by: 

TODD J. ADAMS, Chairman of the
Coosa County Commission

STATE OF ALABAMA:

COUNTY OF COOSA:

KNOWN ALL MEN BY THESE PRESENTS

This Lease and indenture entered into by and between the Town of Rockford, hereinafter called the LESSOR, and Coosa County Board of Education, hereinafter called the Lessee.

WITNESSETH:

Lessor hereby leases to Lessee and Lessee hereby leases the old home economics building (white wooden building) of Rockford School located in Rockford of Coosa County, Alabama.

Upon the following terms and conditions:

1. The terms of this lease shall commence with the date of execution stated herein and shall continue until termination or extension as provided herein. Lessee may, at its option, petition the Lessor for extension of an additional term by giving written notice to the Lessor, not less than sixty (60) days prior to the expiration of the original lease. The lease will commence on September 20, 2011 and terminate on September 20, 2012.
2. Lessee shall maintain the property in as good or better condition as present. Lessee shall have liability insurance coverage for public or private use of property. Lessee will transfer all utility services to the name of Lessee.
3. The Lessee agrees to hold harmless and indemnify the Lessor, from any damage real or alleged deriving from usage of said property by Lessee.
4. The Lessor retains the right to inspect said premises and to have premises inspected to ascertain compliance with law and terms of this lease.
5. Failure to maintain premises as agreed herein; failure to use premises as agreed; shall give Lessor the option to terminate this lease. The Lessor shall give Lessee a thirty (30) day written notice stating specific violations, and of intent to

terminate contract. Lessee shall be given sixty (60) days to correct such violation(s) as notified of. If stated conditions are not then corrected, Lessor shall then have the right to terminate contract.

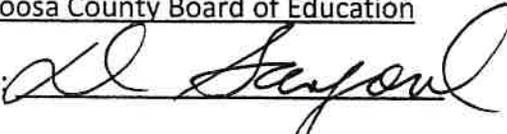
IN WITNESS WHEREOF, the parties hereto have caused these presents to be execute in duplicate.

This the 20th day of September

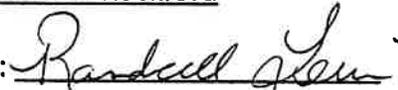
Attest: Doris Culver

Notary Public

LESSEE: Coosa County Board of Education

Signature: 
Superintendent of Education

LESSOR: Town of Rockford

Signature: 
Mayor of Rockford

TOWN COUNCIL

AGENDA

March 18, 2014

1. Call to Order
2. Visitors
3. Minutes
4. Financial Reports
5. School Gym
6. Siren Grant
7. Adjourn

TOWN COUNCIL

MINUTES

March 18, 2014

The Rockford Town Council held their regular monthly meeting Tuesday, March 18, 2014 at 6:00 p.m. at Town Hall. Members present were Mayor Randall Lewis, Carel Smith, Cordarius Lee, Frankie Cousin, Judy Wilder and Karen Pemberton.

Mayor Randall Lewis called the meeting to order.

Rick Butler with Southern Steel and Pipe, Inc. was our only visitor.

Mr. Butler came before the Council to address the issue of putting a new roof on the school gym. He recommended that the Town get an Engineer to study the project to see if the walls will hold up a roof like we are planning. He recommended Keith Hager of Spencer Engineering, Inc. in Birmingham. Doris Raison, Clerk was to call Mid-State Construction, LLC to see if they had engineer stamped plans in with their bid. They were one of the companies that had bided on the job. Karen Pemberton made a motion to approve Spencer Engineering to draw up plans for the roof if Mid-State Construction did not have Engineer Stamped plans. Frankie Cousin seconded. All approved.

Frankie Cousin made the motion to approve the minutes from last month's meeting. Karen Pemberton. All approved.

Financial Statements were discussed.

Mayor Lewis advised the Council that Chief Cory Shaw needed a new laptop. Chief is looking at a HP 455 G1F2R65UT#ABA Notebook PC for \$499.99. Karen Pemberton made the motion to buy the Notebook PC for \$499.99. Judy Wilder seconded. All approved.

Just for information the Siren Grant Program was discussed. The Town of Rockford is assigned two sirens at a cost of \$9000. We will be getting more information at a later date.

Mayor Lewis and Chief Corey Shaw are planning a Political Forum for April 26, 2014. They will be giving more information at a later date.

Karen Pemberton made the motion to adjourn. Judy Wilder seconded. All approved. Meeting adjourned at 6:45 p.m.

Randall Lewis
Mayor Randall Lewis

Cordarius Lee
Cordarius Lee

Judy Wilder
Judy Wilder

Frankie Cousin
Frankie Cousin

Carel Smith
Carel Smith

Karen Pemberton
Karen Pemberton

ATTEST:

Doris Raison
Doris Raison, Town Clerk

Town of Rockford - General Fund Profit & Loss

	Feb 14
Ordinary Income/Expense	
Income	
502 · City Sales Tax	4,119.54
504 · Advalorem Tax	352.08
506 · Police Fines & Fees	171.00
508 · City Beer Tax	957.64
510 · Motor Vehicle Casual Sales Tax	14.25
512 · St. Motor Veh. License	22.08
514 · Co. Motor Vehicle License	118.62
516 · Business License	14,467.23
521 · School Gym Rental	50.00
522 · Cigarette Excise Tax	239.82
524 · Gas Tax- 3 Cent	99.45
Total Income	20,611.71
Expense	
602 · Salary- Mayor & Council	807.38
605 · Town Salaries	2,837.18
608 · Dues	100.00
610 · Exterminating	45.00
622 · Bldg. Maint. & Repairs	207.05
624 · Miscellaneous	20.59
626 · Office Supplies & Expense	290.29
630 · Telephone	601.19
631 · Cell Phones	237.44
632 · Utilities	1,061.48
634 · Legal Advertisements	7.50
635 · Due from General Fund	217.55
636 · Travel	-0.49
657 · Prisoner expenses	20.00
658 · Gas and Oil - Police	290.09
668 · Miscellaneous Expense - Police	100.00
670 · NCIC	230.00
671 · LETS Access	300.00
672 · Repairs & Maint.- Vehicles Poli	644.10
674 · Repairs & Maint. Radio Equip.	95.00
676 · Supplies - Police	52.63
752 · Senior Citizens	70.00
754 · Civil Defense	25.00
786 · Gas & Oil - Animal Control	154.57
901 · Exterminating Gym	45.00
902 · School - Repairs	0.00
904 · School - Utilities	386.57
908 · School - Supplies	250.57
Total Expense	9,095.69
Net Ordinary Income	11,516.02
Net Income	11,516.02

Town of Rockford - General Fund Balance Sheet

Feb 28, 14

ASSETS	
Current Assets	
Checking/Savings	
102 · Cash in Bank-Gen-FB	80,637.77
104 · Cash in Bank-P/R-ST	9,621.68
110 · Cash in Bank-Library-FB	4,438.02
112 · Cash in Savings- Gen.FB	713.98
116 · Library Savings	1,079.44
118 · CD-First Bank- Library	20,096.44
Total Checking/Savings	<u>116,587.33</u>
Other Current Assets	
122 · Prepaid Insurance	10,597.95
Total Other Current Assets	<u>10,597.95</u>
Total Current Assets	127,185.28
Fixed Assets	
130 · Office Furniture & Fixtures	19,972.55
134 · Police Cars	7,343.78
136 · City Hall	61,337.03
138 · Improvements	25,371.27
140 · Other Equipment	23,285.52
141 · Police Equipment	2,407.93
142 · Radio Equipment	14,810.00
144 · Trucks	10,000.00
146 · Land	50,617.84
148 · Building Shop	59,069.00
150 · Park / Playground	3,871.20
160 · School Buildings	1,130,300.00
180 · Accumulated Depreciation	-255,042.07
Total Fixed Assets	<u>1,153,344.05</u>
TOTAL ASSETS	<u>1,280,529.33</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
213 · Accts Payable	584.43
Total Accounts Payable	584.43
Other Current Liabilities	
201 · FICA W/H	1,174.12
202 · Federal Tax W/H	709.00
203 · State Tax W/H	3,388.84
204 · Insurance W/H	580.61
206 · Accrued Vacation Pay	2,533.14
Total Other Current Liabilities	<u>8,385.71</u>
Total Current Liabilities	<u>8,970.14</u>
Total Liabilities	8,970.14
Equity	
302 · Inv. in Gen. Fixed Assets	123,977.41
304 · Fund Balance	89,136.95
3900 · Retained Earnings	1,026,318.67
Net Income	32,126.16
Total Equity	<u>1,271,559.19</u>
TOTAL LIABILITIES & EQUITY	<u>1,280,529.33</u>

10:32 AM
03/13/14
Cash Basis

Road & Bridge - Town of Rockford
Profit & Loss
February 2014

	<u>Feb 14</u>
Ordinary Income/Expense	
Income	
500 · INCOME	
530 · State Gas Tax - 7 cent	1,406.29
532 · State Gas Tax - 5 cent	401.80
534 · State Gas Tax - 4 cent	814.30
536 · Petroleum Inspection Fees	244.95
562 · Excise Tax Add'l	62.18
Total 500 · INCOME	<u>2,929.52</u>
Total Income	2,929.52
Expense	
700 · OPERATING EXPENSE	
702 · Salaries	328.87
714 · Materials & Supplies	162.90
718 · Street Lighting	1,284.05
Total 700 · OPERATING EXPENSE	<u>1,775.82</u>
Total Expense	<u>1,775.82</u>
Net Ordinary Income	<u>1,153.70</u>
Net Income	<u><u>1,153.70</u></u>

10:33 AM
03/13/14
Cash Basis

Road & Bridge - Town of Rockford
Balance Sheet
As of February 28, 2014

	<u>Feb 28, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
100 · Cash in Bank-R&B (FB)	44,026.55
108 · Cash in Bank-R&B Imp. (FB)	15,786.74
117 · Cash in Savings-R&B Imp.(FB)	27,728.16
119 · Cash in Bank-Cap Imp Fund	7,685.94
Total Checking/Savings	<u>95,227.39</u>
Total Current Assets	95,227.39
Fixed Assets	
136 · Capital Improvements	17,267.45
140 · Equipment	1,524.99
180 · Accumulated Depreciation	-5,022.00
Total Fixed Assets	<u>13,770.44</u>
TOTAL ASSETS	<u>108,997.83</u>
LIABILITIES & EQUITY	
Equity	
302 · Investment in Gen Fixed Assets	7,227.50
304 · Fund Balance	92,591.53
Net Income	9,178.80
Total Equity	<u>108,997.83</u>
TOTAL LIABILITIES & EQUITY	<u>108,997.83</u>

Siren Grant

Hazard Mitigation Grant Program Award of \$181,000.00 (Based on purchase of 10 Sirens)

Federal Responsibility is \$136,000.00

= The Match is \$45,000.00 :
Assigned as follows:

2 Sirens for City of Goodwater	-	\$9000
1 Siren for Kellyton City Limits		\$4500
2 Sirens for Town of Rockford	-	\$9000

Unincorporated Areas:

1 Siren for Cottage Grove	-	\$4500
1 Siren for Marble Valley	-	\$4500
1 Siren for Ray Community	-	\$4500
1 Siren for Richville	-	\$4500
1 Siren for Weogufka	-	\$4500

= 10 Sirens in total

Commission will sign resolution on 11 June 2013 to begin

Timeframe to accomplish requirements is 4/13 to 4/16

SOUTHERN STEEL & PIPE, INC.
P.O. BOX 11002
MONTGOMERY, AL 36111
(334)240-2223 OFFICE
(334)241-7059 FAX
(334)313-4900 CELL
RICKB.SSP@GMAIL.COM

TO:
MAYOR / COUNCIL.

FROM:
RICK BUTLER

CO
TOWN OF ROCKFORD

DATE:
3/18/14

FAX NUMBER:

TOTAL NO. OF PAGES INCLUDING COVER

1

PHONE NUMBER

SENDER'S REFERENCE NUMBER:

YOUR REFERENCE NUMBER:

K & W CONSTRUCTION
1717 CTY. RD. 89
CAMP HILL AL. 36850
KARL WAIGAND
256-896-2155
CELL / 334-657-7362

KEITH HAGER
REG. P.E / ST. OF AL.
SPENCER ENGINEERING, INC.
3237 LORNA RD.
BIRMINGHAM AL.

Subject: Order Number: P4806355

From: Delacruz, Hermogenez (Hermogenez.Delacruz@syx.com)

To: LIME9LOVE@YAHOO.COM;

Date: Thursday, March 20, 2014 4:04 PM

ORDER STATUS



Order Number: **P4806355**

Order Date: 03/20/14

Order Status: **Please Call** - This order is on hold, pending customer response. Please call 1.800.888.4437 to expedite your order processing.

Payment Method:

Billing Address: **ROCKFORD POLICE DEPT
PO BOX 128
ACCOUNTS PAYABLE
ROCKFORD, AL 35136**

Shipping Address: **ROCKFORD POLICE DEPT
COREY SHAW
9688 US 231
ROCKFORD, AL 35136**

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	Return / Exchange
1	<u>H24-15397</u>	HP 4540s Ci3-3110m 2.4/4/500/DW/15.6/W7P64-W8P NB	\$499.99	\$499.99	Not yet shipped.
		This item has not shipped yet.			
1	<u>STU-RD-CN0499N3A</u>	SquareTrade 3-Yr Warranty Plus Accident Protection	\$129.98	\$129.98	Not yet shipped.

Status: Cancelled

This item has not shipped yet.

Net Product: \$499.99
Sales Tax: \$0.00
P & H: \$9.90
Total Shipment: \$509.89

TOWN COUNCIL

AGENDA

April 15, 2014

1. Call to Order
2. Visitors – Debra Lamberth and Chuck Bradley
3. Minutes
4. Financial Reports
5. Appoint Lena Johnston to replace Margie Lee on Library Board
6. Chairs & Tables for Gym – Raymond Abrams
7. Spring Street
8. Gym
9. Adjourn

TOWN COUNCIL

MINUTES

April 15, 2014

The Rockford Town Council held their regular monthly meeting Tuesday, April 15, 2014 at 6:00 p.m. at Town Hall. Members present were Mayor Randall Lewis, Carel Smith, Margie Lee, Frankie Cousin and Karen Pemberton. Judy Wilder was absent.

Mayor Randall Lewis called the meeting to order.

Debra Lamberth, Chuck Bradley and Callie Thornton were our visitors. Debra Lamberth and Chuck Bradley spoke to the Council asking for their vote. Callie Thornton gave us an update on all the activities that is happening with the walking trails. She explained to us that it would be helpful if she had a title when she met with the officials in Montgomery. Karen Pemberton made the motion to give Callie the title of Tourist Director. Cordarius Lee seconded. All approved. Callie also asked about doing a Facebook page for the Town of Rockford. Cordarius Lee made the motion to allow Callie Thornton to make a Facebook page with information selling Rockford. Carel Smith seconded. All approved.

Frankie Cousin made the motion to approve the minutes from last month's meeting. Karen Pemberton seconded. All approved.

Financial Statements were discussed.

Glenda Cardwell asked that the Council appoint Lena Johnston to the Library Board to replace Margie Lee. Karen Pemberton made the motion to appoint Lena Johnston to the Library Board. Carel Smith seconded. All approved.

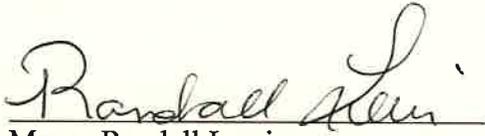
Mayor Lewis asked the Council to consider buying some tables and chairs for the Gym. Raymond Abrams told the Council that the Alumni would give \$500.00 to help pay for some chairs and tables. He wanted the \$125.00 fee to use the gym removed for the Alumni each year and the chairs and tables would belong to the Town. Karen Pemberton made the motion for the Town to give \$1,000 to add with the \$500.00 the Alumni would give. Carel Smith seconded. All approved. Hopefully each year both can add more tables and chairs.

Mayor Lewis told the Council that Spring Street had washed out again. We had to do some emergency repairs for the people to get out. He said we would be taking bids to do the repairs hopefully so it would not wash out again. Mayor Lewis asked about trying to get an easement up to Hill Street so the people would have another way out. Karen

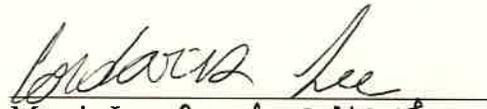
Pemberton made the motion to get bids for the project and ask about getting an easement to Hill Street. Carel Smith seconded. All approved.

Mayor Lewis advised the Council that Chief Corey Shaw had been employed for a year and he wanted to give him a \$1.00 per hour raise. Carel Smith made the motion to give Chief Shaw \$1.00 per hour raise. Cordarius Lee seconded. All approved.

Karen Pemberton made the motion to adjourn. Carel Smith seconded. All approved. Meeting adjourned at 6:45 p.m.

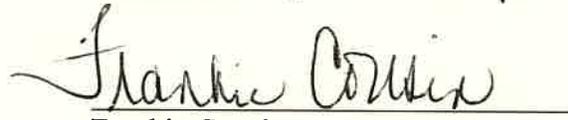


Mayor Randall Lewis

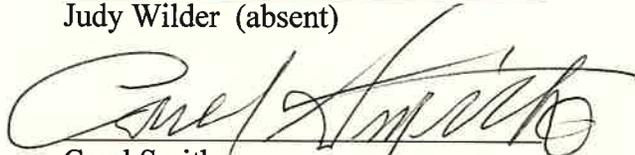


~~Margie Lee~~ Cordarius Lee

Judy Wilder (absent)



Frankie Cousin



Carel Smith



Karen Pemberton

ATTEST:



Doris Raison, Town Clerk

Town of Rockford - General Fund Profit & Loss

Mar 14

Ordinary Income/Expense	
Income	
502 · City Sales Tax	2,395.22
503 · Sales Tax Distribution	1,530.50
504 · Advalorem Tax	163.12
506 · Police Fines & Fees	21.00
508 · City Beer Tax	154.90
510 · Motor Vehicle Casual Sales Tax	9.50
512 · St. Motor Veh. License	19.94
514 · Co. Motor Vehicle License	58.78
516 · Business License	2,431.75
521 · School Gym Rental	50.00
522 · Cigarette Excise Tax	174.42
524 · Gas Tax- 3 Cent	253.62
528 · Miscellaneous Income	3,845.00
529 · Misc Income - Library	13.75
542 · Interest Income	0.44
546 · Library Fines	5.25
548 · Library Donations	200.00
558 · Interest Income-Library	0.67
Total Income	<u>11,327.86</u>
Expense	
602 · Salary- Mayor & Council	807.43
605 · Town Salaries	5,646.38
609 · Petty Cash	21.85
610 · Exterminating	45.00
622 · Bldg. Maint. & Repairs	0.00
624 · Miscellaneous	109.07
626 · Office Supplies & Expense	1,073.72
627 · Professional Services	99.70
630 · Telephone	454.91
631 · Cell Phones	53.31
632 · Utilities	594.68
638 · Continuing Education	35.00
658 · Gas and Oil - Police	307.66
668 · Miscellaneous Expense - Police	399.99
670 · NCIC	230.00
672 · Repairs & Maint.- Vehicles Poli	50.50
674 · Repairs & Maint. Radio Equip.	95.00
676 · Supplies - Police	609.00
678 · Uniforms	284.86
752 · Senior Citizens	70.00
754 · Civil Defense	25.00
786 · Gas & Oil - Animal Control	179.94
802 · Books & Magazines- Library	89.63
804 · Miscellaneous-Library	73.90
810 · Postage-Library	49.00
811 · Travel-Library	42.39
901 · Exterminating Gym	45.00
902 · School - Repairs	0.00
904 · School - Utilities	136.54
Total Expense	<u>11,629.46</u>
Net Ordinary Income	<u>-301.60</u>
Net Income	<u><u>-301.60</u></u>

Town of Rockford - General Fund Balance Sheet

Mar 31, 14

ASSETS	
Current Assets	
Checking/Savings	
102 · Cash in Bank-Gen-FB	80,376.98
104 · Cash in Bank-P/R-ST	9,621.68
110 · Cash in Bank-Library-FB	4,396.10
112 · Cash in Savings- Gen.FB	714.42
116 · Library Savings	1,080.11
118 · CD-First Bank- Library	20,096.44
Total Checking/Savings	<u>116,285.73</u>
Other Current Assets	
122 · Prepaid Insurance	10,597.95
Total Other Current Assets	<u>10,597.95</u>
Total Current Assets	126,883.68
Fixed Assets	
130 · Office Furniture & Fixtures	19,972.55
134 · Police Cars	7,343.78
136 · City Hall	61,337.03
138 · Improvements	25,371.27
140 · Other Equipment	23,285.52
141 · Police Equipment	2,407.93
142 · Radio Equipment	14,810.00
144 · Trucks	10,000.00
146 · Land	50,617.84
148 · Building Shop	59,069.00
150 · Park / Playground	3,871.20
160 · School Buildings	1,130,300.00
180 · Accumulated Depreciation	-255,042.07
Total Fixed Assets	<u>1,153,344.05</u>
TOTAL ASSETS	<u>1,280,227.73</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
213 · Accts Payable	584.43
Total Accounts Payable	<u>584.43</u>
Other Current Liabilities	
201 · FICA W/H	1,174.12
202 · Federal Tax W/H	709.00
203 · State Tax W/H	3,388.84
204 · Insurance W/H	580.61
206 · Accrued Vacation Pay	2,533.14
Total Other Current Liabilities	<u>8,385.71</u>
Total Current Liabilities	<u>8,970.14</u>
Total Liabilities	8,970.14
Equity	
302 · Inv. in Gen. Fixed Assets	123,977.41
304 · Fund Balance	89,136.95
3900 · Retained Earnings	1,026,318.67
Net Income	31,824.56
Total Equity	<u>1,271,257.59</u>
TOTAL LIABILITIES & EQUITY	<u>1,280,227.73</u>

Town of Rockford - General Fund Balance Sheet

Mar 25, 14

ASSETS	
Current Assets	
Checking/Savings	
102 · Cash in Bank-Gen-FB	81,168.00
104 · Cash in Bank-P/R-ST	9,621.68
110 · Cash in Bank-Library-FB	4,321.10
112 · Cash in Savings- Gen.FB	713.98
116 · Library Savings	1,079.44
118 · CD-First Bank- Library	20,096.44
Total Checking/Savings	<u>117,000.64</u>
Other Current Assets	
122 · Prepaid Insurance	10,597.95
Total Other Current Assets	<u>10,597.95</u>
Total Current Assets	127,598.59
Fixed Assets	
130 · Office Furniture & Fixtures	19,972.55
134 · Police Cars	7,343.78
136 · City Hall	61,337.03
138 · Improvements	25,371.27
140 · Other Equipment	23,285.52
141 · Police Equipment	2,407.93
142 · Radio Equipment	14,810.00
144 · Trucks	10,000.00
146 · Land	50,617.84
148 · Building Shop	59,069.00
150 · Park / Playground	3,871.20
160 · School Buildings	1,130,300.00
180 · Accumulated Depreciation	-255,042.07
Total Fixed Assets	<u>1,153,344.05</u>
TOTAL ASSETS	<u>1,280,942.64</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
213 · Accts Payable	584.43
Total Accounts Payable	<u>584.43</u>
Other Current Liabilities	
201 · FICA W/H	1,174.12
202 · Federal Tax W/H	709.00
203 · State Tax W/H	3,388.84
204 · Insurance W/H	580.61
206 · Accrued Vacation Pay	2,533.14
Total Other Current Liabilities	<u>8,385.71</u>
Total Current Liabilities	<u>8,970.14</u>
Total Liabilities	8,970.14
Equity	
302 · Inv. in Gen. Fixed Assets	123,977.41
304 · Fund Balance	89,136.95
3900 · Retained Earnings	1,026,318.67
Net Income	32,539.47
Total Equity	<u>1,271,972.50</u>
TOTAL LIABILITIES & EQUITY	<u>1,280,942.64</u>

9:57 AM
04/15/14
Cash Basis

Road & Bridge - Town of Rockford
Profit & Loss
March 2014

	<u>Mar 14</u>
Ordinary Income/Expense	
Income	
500 · INCOME	
530 · State Gas Tax - 7 cent	1,475.85
532 · State Gas Tax - 5 cent	421.68
534 · State Gas Tax - 4 cent	857.69
536 · Petroleum Inspection Fees	216.49
544 · Interest Income	17.09
562 · Excise Tax Add'l	63.55
Total 500 · INCOME	<u>3,052.35</u>
Total Income	3,052.35
Expense	
700 · OPERATING EXPENSE	
702 · Salaries	958.61
718 · Street Lighting	641.98
Total 700 · OPERATING EXPENSE	<u>1,600.59</u>
Total Expense	<u>1,600.59</u>
Net Ordinary Income	<u>1,451.76</u>
Net Income	<u><u>1,451.76</u></u>

TOWN COUNCIL

AGENDA

May 20, 2014

1. Call to Order
2. Visitors
3. Minutes
4. Financial Reports
5. Lawn Mower
6. Spring Street
7. Adjourn

TOWN COUNCIL

MINUTES

May 20, 2014

The Rockford Town Council held their regular monthly meeting Tuesday, May 20, 2014 at 6:00 p.m. at Town Hall. Members present were Mayor Randall Lewis, Carel Smith, Cordarius Lee and Judy Wilder. Frankie Cousin and Karen Pemberton were absent.

Mayor Randall Lewis called the meeting to order.

Kristi Blanks from the Coosa County News was present.

Judy Wilder made the motion to approve the minutes from last month's meeting. Cordarius Lee seconded. All approved.

Financial Statements were discussed.

Mayor Lewis told the Council that we needed to buy a new lawnmower because our mower is in really bad shape. Jeff Mullendore has been pricing a new Scag and they have one in stock. Carel Smith made the motion to buy a new lawnmower. Judy Wilder seconded. All approved.

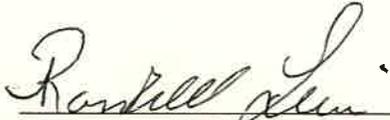
Clerk, Doris Raison, reported that the Coosa County High School Alumni Association gave her a check today for \$500.00 for tables and chairs for the gym. Last month the Council voted to add \$1,000 to the \$500.00.

Mayor Lewis reported that Donnie Pemberton had looked at the project on Spring Street and gave a list of the materials and directions that we would need to fix the road. Jeff Mullendore is to notify several people that are interested in the project and get some bids. Judy Wilder made the motion to allow Jeff Mullendore to overlook the project on Spring Street. Cordarius Lee seconded. All approved.

Mayor Lewis mentioned that he would like to start the Yard of the Month again. He is asking for volunteers to be on the committee.

Chief Corey Shaw announced several events coming up in the next few months. Neighbor Watch June 10th at 6:00 pm, Nation Watch Night August 5th from 7:00 to 9:00 pm and Clean Up Day on June 14th.

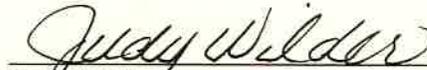
Judy Wilder made the motion to adjourn. Cordarius Lee seconded. All approved. Meeting adjourned at 6:35 p.m.



Mayor Randall Lewis

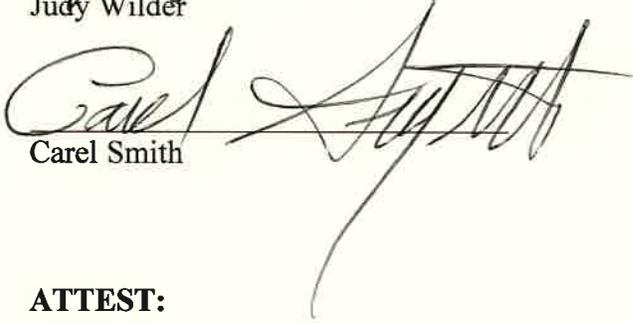


Cordarius Lee



Judy Wilder

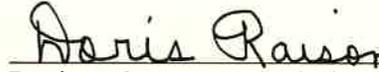
Frankie Cousin (absent)



Carel Smith

Karen Pemberton (absent)

ATTEST:



Doris Raison, Town Clerk

Town of Rockford - General Fund Profit & Loss

Apr 14

Ordinary Income/Expense	
Income	
502 · City Sales Tax	2,779.17
504 · Advalorem Tax	104.40
506 · Police Fines & Fees	70.33
508 · City Beer Tax	171.57
510 · Motor Vehicle Casual Sales Tax	435.06
512 · St. Motor Veh. License	31.44
514 · Co. Motor Vehicle License	58.08
516 · Business License	5.00
521 · School Gym Rental	112.00
522 · Cigarette Excise Tax	193.47
524 · Gas Tax- 3 Cent	853.92
529 · Misc Income - Library	18.00
542 · Interest Income	0.12
548 · Library Donations	25.00
558 · Interest Income-Library	0.17
Total Income	4,857.73
Expense	
602 · Salary- Mayor & Council	807.38
605 · Town Salaries	8,289.75
607 · Subcontract labor	3,000.00
608 · Dues	72.00
609 · Petty Cash	66.04
610 · Exterminating	195.00
622 · Bldg. Maint. & Repairs	0.00
624 · Miscellaneous	80.11
626 · Office Supplies & Expense	541.82
627 · Professional Services	105.00
630 · Telephone	455.18
631 · Cell Phones	80.56
632 · Utilities	576.54
658 · Gas and Oil - Police	343.99
670 · NCIC	230.00
672 · Repairs & Maint.- Vehicles Poli	58.95
674 · Repairs & Maint. Radio Equip.	95.00
752 · Senior Citizens	70.00
754 · Civil Defense	25.00
786 · Gas & Oil - Animal Control	167.52
802 · Books & Magazines- Library	30.46
804 · Miscellaneous-Library	24.08
901 · Exterminating Gym	45.00
902 · School - Repairs	102.79
904 · School - Utilities	129.38
Total Expense	15,591.55
Net Ordinary Income	-10,733.82
Net Income	-10,733.82

Town of Rockford - General Fund Balance Sheet

Apr 30, 14

ASSETS	
Current Assets	
Checking/Savings	
102 · Cash in Bank-Gen-FB	69,664.41
104 · Cash in Bank-P/R-ST	9,621.68
110 · Cash in Bank-Library-FB	4,374.56
112 · Cash in Savings- Gen.FB	714.54
116 · Library Savings	1,080.28
118 · CD-First Bank- Library	20,096.44
Total Checking/Savings	<u>105,551.91</u>
Other Current Assets	
122 · Prepaid Insurance	10,597.95
Total Other Current Assets	<u>10,597.95</u>
Total Current Assets	<u>116,149.86</u>
Fixed Assets	
130 · Office Furniture & Fixtures	19,972.55
134 · Police Cars	7,343.78
136 · City Hall	61,337.03
138 · Improvements	25,371.27
140 · Other Equipment	23,285.52
141 · Police Equipment	2,407.93
142 · Radio Equipment	14,810.00
144 · Trucks	10,000.00
146 · Land	50,617.84
148 · Building Shop	59,069.00
150 · Park / Playground	3,871.20
160 · School Buildings	1,130,300.00
180 · Accumulated Depreciation	-255,042.07
Total Fixed Assets	<u>1,153,344.05</u>
TOTAL ASSETS	<u><u>1,269,493.91</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
213 · Accts Payable	584.43
Total Accounts Payable	<u>584.43</u>
Other Current Liabilities	
201 · FICA W/H	1,174.12
202 · Federal Tax W/H	709.00
203 · State Tax W/H	3,388.84
204 · Insurance W/H	580.61
206 · Accrued Vacation Pay	2,533.14
Total Other Current Liabilities	<u>8,385.71</u>
Total Current Liabilities	<u>8,970.14</u>
Total Liabilities	8,970.14
Equity	
302 · Inv. in Gen. Fixed Assets	123,977.41
304 · Fund Balance	89,136.95
3900 · Retained Earnings	1,026,318.67
Net Income	21,090.74
Total Equity	<u>1,260,523.77</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,269,493.91</u></u>

2:05 PM
05/14/14
Cash Basis

Road & Bridge - Town of Rockford
Profit & Loss
April 2014

	<u>Apr 14</u>
Ordinary Income/Expense	
Income	
500 · INCOME	
530 · State Gas Tax - 7 cent	1,409.66
532 · State Gas Tax - 5 cent	402.76
534 · State Gas Tax - 4 cent	820.16
536 · Petroleum Inspection Fees	238.69
544 · Interest Income	4.56
560 · Spec Revenue-AL Trust Fund	5,039.50
562 · Excise Tax Add'l	67.42
Total 500 · INCOME	<u>7,982.75</u>
Total Income	7,982.75
Expense	
700 · OPERATING EXPENSE	
702 · Salaries	699.72
716 · Street Repairs	1,275.00
718 · Street Lighting	641.93
Total 700 · OPERATING EXPENSE	<u>2,616.65</u>
Total Expense	<u>2,616.65</u>
Net Ordinary Income	<u>5,366.10</u>
Net Income	<u><u>5,366.10</u></u>

2:05 PM
05/14/14
Cash Basis

Road & Bridge - Town of Rockford
Balance Sheet
As of April 30, 2014

	<u>Apr 30, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
100 · Cash in Bank-R&B (FB)	49,998.32
108 · Cash in Bank-R&B Imp. (FB)	16,611.18
117 · Cash in Savings-R&B Imp.(FB)	27,749.81
119 · Cash in Bank-Cap Imp Fund	7,685.94
Total Checking/Savings	<u>102,045.25</u>
Total Current Assets	102,045.25
Fixed Assets	
136 · Capital Improvements	17,267.45
140 · Equipment	1,524.99
180 · Accumulated Depreciation	-5,022.00
Total Fixed Assets	<u>13,770.44</u>
TOTAL ASSETS	<u>115,815.69</u>
LIABILITIES & EQUITY	
Equity	
302 · Investment in Gen Fixed Assets	7,227.50
304 · Fund Balance	92,591.53
Net Income	15,996.66
Total Equity	<u>115,815.69</u>
TOTAL LIABILITIES & EQUITY	<u>115,815.69</u>

TOWN COUNCIL

AGENDA

June 17, 2014

1. Call to Order
2. Visitors
3. Minutes
4. Financial Reports
5. Resolution - Grant
6. Open Bids for Spring Street
7. Adjourn

TOWN COUNCIL

MINUTES

June 17, 2014

The Rockford Town Council held their regular monthly meeting Tuesday, June 17, 2014 at 6:00 p.m. at Town Hall. Members present were Mayor Randall Lewis, Carel Smith, Cordarius Lee, and Karen Pemberton. Frankie Cousin and Judy Wilder were absent.

Mayor Randall Lewis called the meeting to order.

Kristi Blanks with the Coosa County News was present.

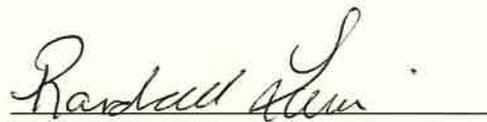
Cordarius Lee made the motion to approve the minutes from last month's meeting. Carel Smith seconded. All approved.

Financial Statements were discussed.

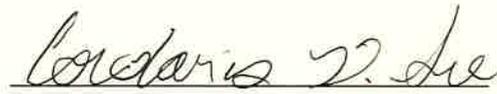
Doris Raison advised the Council that she had received a Resolution from East Alabama that needed to be adopted for the grant Rockford Utilities is applying. Karen Pemberton made a motion to suspend the rules to pass a resolution in one meeting. Cordarius Lee seconded. Carel Smith yea, Karen Pemberton yea, Cordarius yea, Mayor Randall Lewis yea. Carel Smith made a motion to approve the resolution. Karen Pemberton seconded. Mayor Lewis yea, Carel Smith yea, Karen Pemberton yea, Cordarius Lee yea.

Mayor Lewis opened the sealed bids for the repair to Spring Street. We had three bids, Farr Construction, Inc., Kellyton Construction and Concrete Pros, LLC. Farr Construction had the low bid of \$9,580.00. Carel Smith made the motion to accept the bid from Farr Construction for \$9,580.00. Karen Pemberton seconded. All approved.

Karen Pemberton made the motion to adjourn. Carel Smith seconded. All approved. Meeting adjourned at 6:30 p.m.



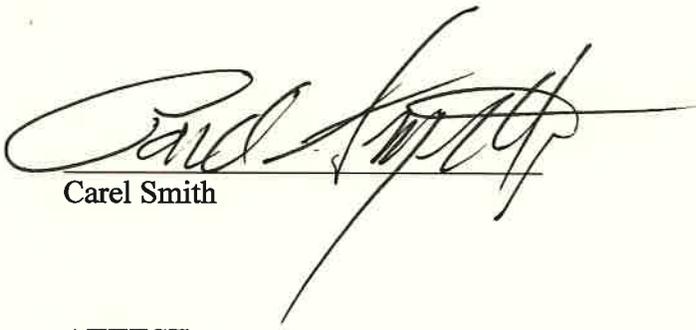
Mayor Randall Lewis



Cordarius Lee

Judy Wilder (absent)

Frankie Cousin (absent)



Carel Smith



Karen Pemberton

ATTEST:



Doris Raison, Town Clerk

Town of Rockford - General Fund Profit & Loss

	<u>May 14</u>
Ordinary Income/Expense	
Income	
502 · City Sales Tax	6,345.98
504 · Advalorem Tax	177.53
506 · Police Fines & Fees	42.00
508 · City Beer Tax	233.61
514 · Co. Motor Vehicle License	79.60
516 · Business License	400.78
521 · School Gym Rental	207.00
522 · Cigarette Excise Tax	235.80
524 · Gas Tax- 3 Cent	839.07
528 · Miscellaneous Income	501.75
529 · Misc Income - Library	2.50
546 · Library Fines	9.00
Total Income	<u>9,074.62</u>
Expense	
602 · Salary- Mayor & Council	753.60
605 · Town Salaries	5,726.90
606 · Audit	3,200.00
609 · Petty Cash	27.20
610 · Exterminating	45.00
612 · Insurance	87.00
622 · Bldg. Maint. & Repairs	14.05
624 · Miscellaneous	139.32
626 · Office Supplies & Expense	1,683.20
630 · Telephone	453.06
631 · Cell Phones	80.56
632 · Utilities	452.21
658 · Gas and Oil - Police	349.06
670 · NCIC	230.00
671 · LETS Access	300.00
674 · Repairs & Maint. Radio Equip.	95.00
684 · Professional Development	719.30
711 · Vehicle expense	176.41
714 · Materials	152.01
717 · Supplies - Street	304.80
752 · Senior Citizens	70.00
754 · Civil Defense	25.00
786 · Gas & Oil - Animal Control	171.97
901 · Exterminating Gym	45.00
902 · School - Repairs	0.00
904 · School - Utilities	129.38
Total Expense	<u>15,430.03</u>
Net Ordinary Income	<u>-6,355.41</u>
Net Income	<u><u>-6,355.41</u></u>

Town of Rockford - General Fund Balance Sheet

	May 31, 14
ASSETS	
Current Assets	
Checking/Savings	
102 · Cash in Bank-Gen-FB	63,297.50
104 · Cash in Bank-P/R-ST	9,621.68
110 · Cash in Bank-Library-FB	4,386.06
112 · Cash in Savings- Gen.FB	714.54
116 · Library Savings	1,080.28
118 · CD-First Bank- Library	20,096.44
Total Checking/Savings	99,196.50
Other Current Assets	
122 · Prepaid Insurance	10,597.95
Total Other Current Assets	10,597.95
Total Current Assets	109,794.45
Fixed Assets	
130 · Office Furniture & Fixtures	19,972.55
134 · Police Cars	7,343.78
136 · City Hall	61,337.03
138 · Improvements	25,371.27
140 · Other Equipment	23,285.52
141 · Police Equipment	2,407.93
142 · Radio Equipment	14,810.00
144 · Trucks	10,000.00
146 · Land	50,617.84
148 · Building Shop	59,069.00
150 · Park / Playground	3,871.20
160 · School Buildings	1,130,300.00
180 · Accumulated Depreciation	-255,042.07
Total Fixed Assets	1,153,344.05
TOTAL ASSETS	1,263,138.50
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
213 · Accts Payable	584.43
Total Accounts Payable	584.43
Other Current Liabilities	
201 · FICA W/H	1,174.12
202 · Federal Tax W/H	709.00
203 · State Tax W/H	3,388.84
204 · Insurance W/H	580.61
206 · Accrued Vacation Pay	2,533.14
Total Other Current Liabilities	8,385.71
Total Current Liabilities	8,970.14
Total Liabilities	8,970.14
Equity	
302 · Inv. in Gen. Fixed Assets	123,977.41
304 · Fund Balance	89,136.95
3900 · Retained Earnings	1,026,318.67
Net Income	14,735.33
Total Equity	1,254,168.36
TOTAL LIABILITIES & EQUITY	1,263,138.50

10:35 AM
06/11/14
Cash Basis

Road & Bridge - Town of Rockford
Profit & Loss
May 2014

	<u>May 14</u>
Ordinary Income/Expense	
Income	
500 · INCOME	
530 · State Gas Tax - 7 cent	1,452.06
532 · State Gas Tax - 5 cent	414.88
534 · State Gas Tax - 4 cent	843.93
536 · Petroleum Inspection Fees	245.80
562 · Excise Tax Add'l	68.89
Total 500 · INCOME	<u>3,025.56</u>
Total Income	3,025.56
Expense	
700 · OPERATING EXPENSE	
702 · Salaries	685.73
714 · Materials & Supplies	31.36
716 · Street Repairs	1,006.80
718 · Street Lighting	641.89
Total 700 · OPERATING EXPENSE	<u>2,365.78</u>
709 · Capital Purchase	7,171.16
Total Expense	<u>9,536.94</u>
Net Ordinary Income	<u>-6,511.38</u>
Net Income	<u><u>-6,511.38</u></u>

Road & Bridge - Town of Rockford
Balance Sheet
As of May 31, 2014

	<u>May 31, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
100 · Cash in Bank-R&B (FB)	43,072.06
108 · Cash in Bank-R&B Imp. (FB)	17,026.06
117 · Cash in Savings-R&B Imp.(FB)	27,749.81
119 · Cash in Bank-Cap Imp Fund	7,685.94
Total Checking/Savings	<u>95,533.87</u>
Total Current Assets	95,533.87
Fixed Assets	
136 · Capital Improvements	17,267.45
140 · Equipment	1,524.99
180 · Accumulated Depreciation	-5,022.00
Total Fixed Assets	<u>13,770.44</u>
TOTAL ASSETS	<u>109,304.31</u>
LIABILITIES & EQUITY	
Equity	
302 · Investment in Gen Fixed Assets	7,227.50
304 · Fund Balance	92,591.53
Net Income	9,485.28
Total Equity	<u>109,304.31</u>
TOTAL LIABILITIES & EQUITY	<u>109,304.31</u>

Resolution

Whereas the Rockford Town Council wishes to make application to the Alabama Department of Economic and Community Affairs for FY 2014 Community Development Block Grant Small City Fund assistance to conduct a sewer system improvement project; and

Whereas, official authorization of the submittal of the application is required; and

Whereas, although the Town of Rockford is not required to submit a local cash match because the Town=s Census 2010 population is less than 1,000, the Town of Rockford wishes to allocate local funds as match to the project; and the Town knows that no other State or Federal funds may be used to supplant the commitment of these local cash funds should this project be approved; and

Whereas, the Town of Rockford understands that the proposed improvements must be properly maintained in a timely and expeditious manner in order to extend the useful life to its fullest.

Now therefore be it resolved by the Rockford Town Council that Randall Lewis, Mayor, is hereby authorized and empowered to sign the application and all necessary assurances contained therein, and

Be it further resolved by the Town Council of Rockford, Alabama that Fourteen Thousand One Hundred Fifteen dollars (\$14,115.00) in local cash funds is hereby committed as local match for this project, and

Be it further resolved that the Town of Rockford agrees to maintain the proposed improvements and covenants that it has an adequate number of employees and equipment to maintain the project in an appropriate manner.

Passed and adopted this 17th day of June, 2014.



Randall Lewis, Mayor

ATTEST:



Doris Culver, Town Clerk

Proposal

FARR CONSTRUCTION INC.

P O Box 2040

Sylacauga, Alabama 35150

Phone: (256) 249-8410

Fax: 800-889-2947

DATE: 6/10/14

TO: Town of Rockford
ATTENTION: Jeff Mullendore
ADDRESS: 110 Main Street
CITY, ST & ZIP: Rockford, AL 35136
PHONE: 256-377-4911

JOB NAME: Road repair project Spring Street
JOB LOCATION: Spring Street

We hereby submit specifications and estimates for: Labor, Materials and Equipment to repair the section of road over the drain pipe on Spring Street as per the following items.

Grade form and pour a 6" thick slab with 6X6 6-6 Welded wire mesh reinforced 4,000 psi concrete slab 12' x 50' long over the existing drain pipe and road bed.

Pour a 4" thick slab with 6X6 6-6 Welded wire mesh reinforced 4,000 psi concrete slab over the existing rip rap on the North and South ends of the pipe with a 18" turn down on the North end.

Pour 2 ea. flumes 4" thick x6' wide x 25' long one on the North side of the road and 1 on the South side of the road.

We specifically exclude any repairs to the existing water line.

We propose hereby to include any and all noted, complete in accordance with above specifications, for the sum of:

Dollars (\$9,580.00)

Payment to be made as follows: NET 10 DAYS

SIGNATURE: *Asa Farr*

Asa Farr, President, Farr

Construction, Inc.

All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmens' Compensation Insurance.

This Proposal may be withdrawn by Farr Construction Inc. if it is not accepted within 15 (fifteen) days of issue date.

Farr Construction Inc. and Town of Rockford acknowledge and agree that as to subsurface conditions Farr Construction, Inc. is relying upon information provided by Town of Rockford, and that any costs due to changes in subsurface conditions from those indicated in the materials provided by Town of Rockford, shall be to Town of Rockford's account.

Limitation of Liability In no event, whether as a result of contract, tort, strict liability or otherwise, shall Farr construction, Inc., its employees, subcontractors, or suppliers be liable for special, incidental, consequential, or punitive damages including, but not limited to, loss of use, profits or revenue, loss by reasons of plant shutdowns, or increased expense of plant operations.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the above work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

Title / Company: _____

Kellyton Construction & Restoration Company
7179 Alabama Highway 22
Rockford, Alabama 35136
(256) 794-7165
kellytonconstruction@yahoo.com

June 11, 2014

CONTRACT

In Re: Town of Rockford
Spring Street Project

Kellyton Construction agrees to pour concrete slab over existing base and riprap. The specifications are as follows:

- 1. Prepare base to allow 6" concrete to transition back into pavement @ 25' on each side of existing 48" steel pipe**
- 2. Pour 4" slab over existing riprap down to creek bed**
- 3. Lay 6x6 welded concrete reinforcement wire in concrete on sides over riprap**
- 4. All concrete to be 4000 psi**
- 5. Pour flume 24" wide on north side of roadway the length of paved drive (50 feet)**

Process to be followed in executing job:

- 1. Right and left side of roadway shoulder will be formed leaving road passable while construction is being performed.**
- 2. Town of Rockford will be informed when shoulders will be poured. Right side of roadway will be closed four to six hours on morning of right shoulder pour, and the left side of roadway will be closed four to six hours on morning of left shoulder pour. After concrete is poured, roadway will be open for local traffic.**
- 3. When roadway has been prepped, concrete will be poured. Road will be closed 28 hours following pouring and finishing. After the 28-hour closure, roadway can be opened for local traffic; cars and pickup trucks only.**
- 4. Pouring will take place on Monday after garbage pickup. Said roadway will then re-open for garbage pickup on the following Monday at regularly scheduled time.**

Total cost of job to be \$23,640.00 to be paid as follows:

1st draw of \$10,640.00 when shoulders are formed and poured.

2nd draw of \$13,000.00 when job is completed.

Agreed this _____ day of September, 2013.

Representative, Town of Rockford

Ronnie Joiner, Contractor

Concrete Pros LLC

2654 Campground Rd.

Alexander City, AL 35010

Date: 6-17-14

Job: Spring St. Road repair

256-596-1223

1. As per specs- drawing.
2. Total Materials and labor \$ 11,850.00
3. Time road impassable 3 days, day one day of pour and two days for cure time.
4. Total days on job = 3

Thank You,

Kelly Pemberton