

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

HELD ON Monday, June 12, 2017

The Honorable City Council of the City of Tarrant, Alabama met in regular session, on the 12th day of June, 2017, at 6:08 pm in the Council Chambers at City Hall.

Mayor Loxcil B. Tuck called the meeting to order. Mayor Tuck requested that City

Attorney Ben Goldman lead the prayer and Police Chief Dennis Reno lead the pledge of allegiance.

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

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

At approximately 6:12 pm, Mayor Tuck opened a public hearing on the proposed emergency demolition of 1605 Pinson Street, Tarrant, Alabama 35217 ("the Subject Property"). Mayor Tuck began the public hearing by recognizing City Attorney Ben Goldman. On behalf of the City, Mr. Goldman offered a packet of evidence in support of the proposed demolition, including 1.) the "Finding of Public Nuisance, Notice of Declaration of Emergency and Notice of *Lis Pendens*" ("Lis Pendens"), 2.) photographs of the subject property demonstrating unsafe conditions and public nuisance that were taken by the Building Official and Appropriate Municipal Official David Boyd, and 3.) an email providing the *Lis Pendens* to Amy Swallows, the daughter of the property owner. In addition, Mr. Goldman offered into evidence photographs of water damage to Nova-Tec Industrial Supplies ("Nova-Tec"), one of the neighboring businesses located at 1607 Pinson Street, Tarrant, Alabama 35217. According to representatives of Nova-Tec, the water damage to their building was being caused by the condition of the Subject Property. They wanted the Council to know that they were in support of the proposed demolition. Mr. Goldman recognized that the owner of the Subject Property, Billy Renfrow, and his daughter, Amy Swallows, were present. Mr. Goldman described the actions taken to provide notice of the public hearing and the proposed demolition to anyone who might have an interest in the Subject Property. This included a telephone call with Mr. Renfrow and Ms. Swallows on Thursday, June 8, 2017, where they were provided with actual notice of the public hearing on the proposed demolition. Mr. Goldman had also inquired of Mr. Renfrow about how he could deliver a copy of the *Lis Pendens* to him immediately, and he was told to email the same to Ms. Swallows as shown in the email made a part of the evidentiary submission.

Mr. Goldman called Mr. Boyd forward to offer testimony in support of the proposed demolition. Mr. Boyd testified at length about the conditions of the Subject Property. He gave

an explanation of the significance of the conditions shown in the photographs included in the City's evidentiary submission packet. Specifically, Mr. Boyd reaffirmed all of the findings set forth in the *Lis Pendens*, including that the Subject Property is unsafe to the extent that it is a public nuisance and due to be demolished. Mr. Boyd testified that elements of the building were falling into the sidewalk and public right of way, that noxious odors were emanating from the Subject Property, and that there was a significant degradation of structural elements in both the roof system and the wall system. Council Members asked questions of Mr. Boyd, including Councilor Bryant who asked Mr. Boyd to confirm whether the Subject Property shared exterior walls with its neighboring buildings. Mr. Boyd answered that they did not.

Representatives from Regions Bank, which has a branch located at 1601 Pinson Street, Tarrant, Alabama 35217, next door to the Subject Property, asked to be heard in support of the proposed demolition. Bob Fowlkes, an attorney for Regions Bank, introduced James Crawford, the manager of the branch, and Tyler Clerk, a facilities manager for Regions Bank. All three of the representatives for Regions explained the nuisance conditions of the Subject Property. In particular, the noxious odors from the Subject Property were a source of complaint and discomfort for the employees and customers of the branch, and this was causing a concern for the deleterious effects that it may be having on the health of all those exposed thereto. The representatives from Regions also testified concerning the history of their and the City's efforts to work with Mr. Renfrow to remedy the conditions of the Subject Property over the last several years. However, Mr. Renfrow had not taken any of the actions that he had previously promised to take to abate the nuisance, and therefore, they the nuisance conditions have continued to get worse to the extent that they are now an emergency.

Mr. Renfrow and Ms. Swallows were present for the entirety of the public hearing and the Council meeting. Both Mr. Renfrow and Ms. Swallows asked that the Council not order the demolition of the Subject Property. They questioned Mr. Boyd concerning the proposed demolition. They offered a number of photographs in opposition to the proposed demolition. They testified concerning unpermitted repairs that they together with contractors had made over the weekend before the public hearing. However, Mr. Renfrow and Ms. Swallows affirmed that it was not economically viable to repair the building to a point where it could be put back to use. They stated that they would not be willing to put as much as Twenty Thousand Dollars and No Cents (\$20,000.00) into repairing the building while acknowledging that the cost of bringing the building up to code would well exceed that figure. The City Council Members engaged Mr. Renfrow and Ms. Swallows in questions and answers, including Ms. Fields who asked them a question about their long term plans for that building.

Mayor Tuck asked if anyone had anything else to say in support of or opposition to the proposed demolition. No one else asked to address the Council, and therefore, she closed the public hearing at 7:15 pm.

All evidence offered on behalf of the City was received and considered by the City Council. A copy of all documents and photographs submitted by the City and on behalf of Mr. Renfrow are on file in the Office of the City Clerk and are made a part of these minutes by reference thereto.

The Council Members were given an opportunity for discussion of the matter, and Mr. Goldman made a closing statement, urging the Council to pass the proposed resolution ordering the emergency demolition.

Whereupon, Horton introduced the following resolution:

RESOLUTION NO. 8347

A RESOLUTION ORDERING THE EMERGENCY DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 1605 PINSON STREET, TARRANT, ALABAMA, PARCEL ID# 23-5-3-3-11-RR-0, IN COMPLIANCE WITH SECTIONS 1-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official determined that (i) a property located within the City is dangerous and unsafe to the extent that it is a public nuisance because of the falling of a tree thereon, and (ii) such situation is in need of immediate remediation because of imminent danger endangering adjoining property, the public right of way, and human life or health;

WHEREAS, the Appropriate Municipal Official determined that the condition of the building or structure located at 1605 Pinson Street, Tarrant, Alabama, Parcel I.D. Number 23-5-3-3-11-RR-0 (the "Subject Property") is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants, and such building is subject to immediate emergency demolition because of imminent danger of structural collapse endangering human life or health;

WHEREAS, the Appropriate Municipal Official has issued a "Finding of Public Nuisance, Notice of Declaration of Emergency, and Notice of *Lis Pendens*," and the Council adopts the findings of the same as though fully set forth herein;

WHEREAS, Billy R. Renfrow has received actual notice of the emergency and the public hearing set on this matter; and

WHEREAS, on June 12, 2017 at 6:00 p.m., the City Council of the City of Tarrant, Alabama, held a public hearing on the proposed demolition;

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in special session on Monday, June 12, 2017 at 6:00 p.m. as follows:

Section 1. After due deliberation, the City Council of the City of Tarrant, Alabama finds that the structure standing at 1605 Pinson Street, Tarrant, Alabama, Parcel I.D. Number 23-5-3-3-11-RR-0 is unsafe to the extent of becoming a public nuisance to the citizens of City of Tarrant, Alabama, such building is subject to immediate emergency demolition because of imminent danger of structural collapse endangering human life or health, and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 1022 of the City of Tarrant, Alabama;

Section 2. That said demolition is to be performed as soon as possible by the City of Tarrant; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

Adopted this the 12th day of June, 2017.

APPROVED: _____
Loxcil B. Tuck, Mayor

ATTEST: _____
Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 12th day of June, 2017 while in special session on Monday, June 12, 2017, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 13th day of June, 2017.

Dan Weinrib, City Clerk

Horton moved, and Bryant seconded, a motion to approve the resolution. Upon roll call, the vote thereon was as follows:

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

ABSTAIN: Councilor Fields

Whereupon, Tuck requested the Council for unanimous consent to consider an ordinance. Horton moved, and Bryant seconded, a motion to give unanimous consent. Upon roll call, the vote thereon was as follows:

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

NAYS: NONE

Whereupon, Bryant introduced the following ordinance:

ORDINANCE NO. 1099

**AN ORDINANCE OF THE CITY OF TARRANT, ALABAMA,
TO AUTHORIZE THE LEASE OF CERTAIN REAL
PROPERTY.**

WHEREAS, the City of Tarrant, Alabama (“the City”) desires to enter into a Lease Agreement in the form attached hereto as Exhibit 1 hereof or with such modifications as may be approved by the Mayor and the City Attorney (the “Lease Agreement”) with 4:10 Leadership Group LLC (“Lessee”);

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT AS FOLLOWS:

Section 1. It is hereby established and declared that the real property of the City described in the Lease Agreement as the “Premises” is not needed for public or municipal purposes during the times covered by the Lease Agreement.

Section 2. The City having received an offer from Lessee to lease that real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City to lease said real property to Lessees under the terms and conditions set forth in the Lease Agreement.

Section 3. Pursuant to the authority granted by Section 11-47-21 of the *Code of Alabama* (1975), the Mayor of the City is hereby directed to execute the Lease Agreement in the name of the City. The City Clerk is hereby authorized to attest the Lease Agreement on behalf of the City. On behalf of the City, the Mayor is expressly authorized, in the Mayor’s sole discretion, to provide or withhold any consent related to the Lease Agreement. On behalf of the City, the Mayor is expressly authorized to take all actions that are required by the Lease Agreement. On behalf of the City, the Mayor and City Attorney are authorized to enforce the City’s rights under the Lease Agreement.

Section 4. This Ordinance shall become effective immediately upon its publication as required by law.

ADOPTED AND APPROVED THIS THE 12th DAY OF JUNE, 2017.

LOXCIL B. TUCK, MAYOR

ATTEST:

Dan Weimrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weirrib, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Tarrant, Alabama, on the 12th day of June, 2017.

The above and foregoing ordinance was published on the _____ day of _____, 2017, by posting copies thereof in three public places within the City of Tarrant, one of which was the post office or the Mayor's office in the City of Tarrant.

Witness my hand and seal of office this ____ day of _____, 2017.

Dan Weirrib, City Clerk

EXHIBIT 1
TO ORDINANCE NO. 1099
Lease Agreement

LEASE AGREEMENT

Between

THE CITY OF TARRANT, ALABAMA

And

4:10 LEADERSHIP GROUP LLC

THIS LEASE AGREEMENT (the "Lease," the "Lease Agreement," or the "Agreement"), entered into as of the dates identified herein, between the city of Tarrant, Alabama, an Alabama municipal corporation, (the "City," "Lessor," or "Tarrant") and 4:10 Leadership Group LLC, an Alabama limited liability company ("4:10" or "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of a parking lot located at 1604 Pinson Valley Parkway, Tarrant, Alabama 35217; and

WHEREAS, leasing a portion of this parking lot for limited periods of time will be in the best interests of the citizens of the City of Tarrant;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

ARTICLE I: PREMISES

1.01 Premises. Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor certain real property located at 1604 Pinson Valley Parkway, Tarrant, Alabama 35217, as depicted on Exhibit A (which is attached hereto and incorporated herein by reference, excluding the existing City of Tarrant, Alabama, sign), for two (2) days a week and eight (8) hours on each of those days, as more particularly described below. The property is hereinafter referred to as the "Premises" or the "Leased Premises."

ARTICLE II: LEASE TERM

2.01 Term. This lease shall be for a term of six (6) months and shall commence on the 15th day of June, 2017, and shall end on the 15th day of December, 2017 (the "Initial Term"). **For each week that the Lease is in effect, Lessee shall have the right to exclusive possession of the Premises two days per week (Sunday through Saturday) on days to be mutually agreed upon by the Parties from 7:00 a.m. until 3:00 p.m. At all other times and on all other days, Lessor shall have the right to exclusive possession of the premises and Lessee shall not use the Premises for any purpose.** All sales facilities, signs and any related vehicles must be removed from the Premises at the close of business daily. At the end of the Initial Term, and subject to the provisions of paragraph 2.03 (below) governing written termination and/or sale of the Premises, this Lease Agreement shall continue for successive terms of one (1) month, on a month-to-month basis. After the Initial Term ends, this Lease shall be freely terminable at any time by either Party by providing a minimum of ten (10) days written notice to the other Party.

2.02 Holding Over. Holding over is expressly prohibited; provided, however, that the parties understand and agree that any holding over by Lessee of the Leased Premises at the expiration, termination, or cancellation of this Lease, for any reason, including, but not limited to, default for any reason, or natural expiration, shall operate, and be construed as a tenancy from month-to-month at the same monthly rental rate as during the Initial Term. Lessee shall be liable to Lessor for all loss or damage

on account of any holding over against Lessor's will or in violation of this provision after the expiration, termination, or cancellation of this Lease, regardless of whether such loss or damage is foreseen or contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration, termination, or cancellation of this Lease, or after the service of any notice, the commencement of any suit, or final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease or affect any such notice, demand, or suit, or imply consent for any action for which Lessor's consent is required, or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

2.03 Transfer of Lessor's Interest.

A. In the event the Premises or any part thereof is sold, exchanged, conveyed, or transferred by the Lessor, other than a transfer for security purposes only, the Lessor shall be relieved from all obligations and liabilities on the part of the Lessor accruing from the date of closing of the sale, exchange, conveyance or transfer.

B. Lessee understands and agrees that, following the Initial Term, this Lease may be terminated by either Party, or by the successors, assigns, legal representatives, heirs, executors, or administrators of either party, upon thirty (30) days written notice.

ARTICLE III: RENTAL

3.01 Ground Rental. The monthly rental (Base Rent) for the Leased Premises shall be one hundred and fifty dollars (\$150.00) per month during the Initial Term of the Lease and any successive one (1) month terms until this Lease Agreement is terminated, pursuant to Paragraph 2.01, above.

3.02 Time of Payment. The payment of Base Rent by the Lessee shall be made monthly, in advance, on or before the fifteenth (15th) day of each and every month during the term of this Lease, without notice from Lessor.

3.03 Security Deposit. Contemporaneous with the execution of this Agreement, Lessee shall deposit the sum of One Hundred Fifty Dollars (\$150.00) as a security deposit to serve as a guarantee that Lessee will comply with all of the terms, covenants, and conditions of this Agreement. In the event Lessee breaches any of the terms, covenants, or conditions of this Agreement and Lessor incurs costs, expenses, or other damages as a result thereof, such costs, expenses or other damages may, at Lessor's option, be paid from said security deposit, and Lessee agrees to immediately, upon Lessor's demand, replenish the security deposit to restore it to its original amount. In the event Lessee breaches any of the terms, covenants, or conditions of this agreement, Lessor may, at Lessor's sole option, perform such term, covenant, or condition, or may cause the same to be performed, and any cost or expense incurred by Lessor (including reasonable compensation for Lessor's time spent in performing said breached term, covenant, or condition) may, at Lessor's sole option, be paid from the security deposit. Lessee agrees, immediately upon Lessor's demand, to replenish the security deposit to restore it to its original amount. Nothing in this Paragraph 3.03, including the amount of security deposit required, shall be construed as a limit or waiver of damages incurred by Lessor as a result of any breach of this Agreement by Lessee.

3.04 Unpaid Rent, Fees and Charges. Any installment of Base Rent, fees, or other charges or monies accruing under any provision of this Lease that is not received by Lessor by the 15th day of the month in which payment is due shall bear interest at the rate of twelve percent (12%) per annum from the date due, or the maximum amount of interest per annum allowed by law, according to the terms of this Lease, until paid-in-full by Lessee.

3.05 Place of Payment. All payments required to be made by Lessee shall be paid to Lessor at the following address:

City of Tarrant
ATTN: Principal Accountant
Tarrant City Hall
1604 Pinson Valley Parkway
Tarrant, AL 35217

ARTICLE IV: OBLIGATIONS OF LESSOR

4.01 General. Lessor agrees that upon Lessee's payment of rent and performance of all of the covenants, conditions, and agreements herein set forth, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised under the terms and conditions provided herein. Lessor has no knowledge, or any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder, and to do so throughout the Initial Term and any renewals or extensions thereof, subject to the provisions of Article II, above.

ARTICLE V: OBLIGATIONS OF LESSEE

5.01 Net Lease. This Lease shall be without cost to Lessor, excepting Lessor's obligations specifically set forth elsewhere in this Lease Agreement.

5.02 Obligations of Lessee. Lessee shall do all of the following:

- A. Prior to occupying, or using the Premises, at Lessee's sole expense, apply for and receive any and all permits required by any governmental entity in order to occupy and use the Premises for its permitted uses, as those uses are set forth herein; and
- B. Keep and maintain the Leased Premises located thereon in a good state of repair at all times; and
- C. Pay all ad valorem taxes and similar taxes assessed against Lessee's interest in the Leased Premises, and all of Lessee's personal property located on the Leased Premises; and
- D. Pay all casualty and liability insurance premiums required in accordance with Article VI, below; and
- E. Comply with traffic control devices placed by Lessor regarding ingress and egress from Premises; and
- F. Comply with all health and safety laws, statutes, ordinances, rules, and regulations.

5.03 Temporary Signs, Advertisements, or Banners. Subject to the terms, conditions, and restrictions of this Lease and any all requirements and restrictions for signs contained in the Tarrant City Code or applicable rules and regulations, Lessee may place or install temporary signs, advertisements, or banners on the Premises.

A. The number, size, design, and contents of all signs, advertisements, and banners on the Premises shall be subject to prior review and approval by the Lessor, after review and approval by any authorized regulatory agencies.

B. All advertisements and signage shall clearly indicate the temporary nature of Lessee's use of the location.

5.04 Condition of Premises. Lessee accepts the Leased Premises in their present condition. Any and all improvements by Lessee related to configuration, set-up, and arrangement of temporary outdoor sales are subject to the prior written approval of Lessor.

5.05 Suitability of Leased Premises. Lessee agrees that the Leased Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon.

5.06 Maintenance of Premises. Lessee agrees to maintain the Leased Premises in a good state of repair and condition. Lessee further agrees to keep the grounds in a neat and orderly condition. Lessee shall not allow any trash or litter to accumulate on the Premises. If, following notice from Lessor, Lessee fails to make any necessary repairs or perform any necessary maintenance for which Lessee is responsible under this Lease, Lessor may cause such repairs or maintenance to be performed, and Lessor's costs of doing so will be payable as additional rent, due by the 10th day of the month following Lessee's receipt of Lessor's invoice.

5.07 Trash, Garbage, Etc. Lessee shall make suitable arrangements for the storage, collection, and removal of all trash, garbage, and other refuse on the Leased Premises. Lessee shall provide appropriate, covered, commercial-type receptacles for such trash, garbage, and other refuse while Lessee is on the Premises.

5.08 Permitted Uses. Lessee will not enter into any business activities on the Leased Premises other than those stated as follows:

The temporary parking and operation of a vehicle for temporary outdoor sales.

5.09 Outdoor Storage. Lessee shall not be permitted to store equipment and materials on the Leased Premises outside of the days and times for which Lessee has exclusive use of the Premises, as specified in Section 2.01.

5.10 Environmental Compliance. In conducting any activity or business on the Leased Premises or in conducting any environmental response or remedial activities, Lessee shall comply with all environmental laws. If the Lessee fails to comply with any applicable environmental law, the Lessor may enter the premises and take all reasonable and necessary measures, as determined solely by the Lessor, to ensure compliance with environmental laws. Any and all measures taken by Lessor pursuant to this paragraph shall be at the Lessee's expense. In the event of a release or a threatened release of hazardous materials, hazardous wastes, or other contaminants into the environment relating to or arising out of Lessee's use or occupancy of the Leased Premises, or in the event of any claim, demand, action, or notice is made against the Lessee regarding the Lessee's failure or alleged failure to comply with any environmental law, the Lessee immediately shall notify the Lessor in writing and shall provide the Lessor with copies of any written claims, demands, notices, or actions so made.

5.11 Environmental Remediation. The Lessee shall undertake such steps to remedy, remove, and/or remediate any hazardous materials or hazardous wastes or any other environmental contamination caused by the Lessee on or under the Leased Premises, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Leased Premises into compliance with all environmental laws. Such work is to be performed at the Lessee's sole expense after the Lessee submits to the Lessor a written plan for completing the work and receives the prior written approval of the Lessor, which approval shall not be unreasonably conditioned, delayed, or denied. The parties mutually agree that Lessee's liability for Environmental Remediation shall be limited to damages directly caused by Lessee's use and/or occupancy. Lessee shall not be responsible for remediation and/or increased remediation costs as a result of the conditions existing on the real property at the time this Lease is entered into.

5.12 Limitation of Environmental Liability. The terms and provisions of Paragraphs 5.10 and 5.11, above, shall not apply to existing environmental issues or problems on the Premises that occurred prior to Lessee occupying, using, and/or improving the Premises or pre-date this Lease Agreement.

5.13 Temporary Lease - Not a Permanent Location. Lessee understands the temporary nature of this Lease. As such, Lessee shall take no actions and make no statements that may reasonably be construed

as negative or disparaging to the temporary nature of this Lease. During the Initial Term of this Lease, and expressly continuing thereafter, the Lessee shall not advocate for the permanent location of the Lessee on the Premises. This provision shall be deemed as separate and independent from the Lease in the event there is any default, termination, or expiration of the Lease, and shall survive such default, termination, or expiration of this Agreement.

ARTICLE VI: INDEMNIFICATION AND INSURANCE

6.01 Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, save, and hold harmless Lessor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, and all losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Lessee or its servants, officers, agents, employees, guests, and business invitees, patrons, and customers or otherwise caused or incurred by Lessee, its servants, officers, agents, employees, guests, and business invitees, patrons, and customers, including, but not limited to, events occurring on the Premises and any use of the adjacent parking lot, and not caused by or arising out of the tortious conduct of Lessor or its elected officials, officers, employees, agents, servants, or volunteers. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and to save and to hold harmless Lessor, its elected officials, officers, employees, agents, servants, and volunteers. If, as a result of any incident or occurrence based upon or arising out of any use of the Premises pursuant to this Agreement, the Lessor becomes liable for an amount in excess of the Lessee's insurance limits, Lessee expressly covenants and agrees to indemnify and to save and to hold harmless Lessor, its elected officials, officers, employees, agents, servants, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, and/or injury to persons or property and losses, and all expenses, including but not limited to events occurring on the Premises and use of the adjacent parking lot, including reasonable attorney fees, to the extent permitted by law. This provision shall be deemed as separate and independent from the Lease in the event there is any default, termination, or expiration of the Lease, and shall survive such default, termination, or expiration of this Agreement.

6.02 Insurance. The Lessee shall procure and maintain at its expense the following insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service. Every insurance coverage requirement herein shall be in full effect at all times during the Initial Term of this Agreement and at all times during any and all months of the subsequent month-to-month tenancy that follows the Initial Term. The Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of the Lessee may acquire against the Lessor by virtue of the payment of any loss. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, and this provision applies regardless of whether or not the Lessor has received a waiver of subrogation endorsement from the insurer. All of Lessee's policies of insurance shall be primary, and Lessee agrees that any insurance maintained by the Lessor shall be non-contributing with respect to the Lessee's insurance. Lessee shall advise the Lessor of any cancellation, non-renewal, or material change in any policy of insurance within five (5) business days of the Lessee receiving notification of such action.

A. By requiring Lessee to maintain insurance with the Lessor named as an additional insured, herein, the Lessor does not agree that such coverage and limits will necessarily be adequate to protect Lessee and/or Lessor. The Parties expressly agree that such coverage and limits are not a limitation on Lessee's liability under the indemnities granted to the Lessor in this

Agreement. The Lessee may use commercial umbrella/excess liability insurance to provide Lessee with the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Agreement. Any deductibles or self-insured retentions must be declared to and approved in writing by the Lessor. The Lessor may, at the Lessor's sole option, require the Lessee to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The Lessor reserves the right at any time throughout the term of this Agreement to adjust the aforementioned insurance requirements if, in Lessor's reasonable judgment, the insurance required by this Agreement is deemed inadequate to properly protect the Lessor's interests. The Parties both expressly agree that the Lessor reserves the right to modify any portions of the insurance requirements for good cause by providing written notice of the changes to the Lessee.

B. Any failure of the Lessor at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions, nor shall it in any respect reduce the obligations of the Lessee to maintain such insurance or to defend and hold Lessor harmless with respect to any items of injury or damage covered by this Agreement.

C. At the time this Agreement is executed by the Lessee, the Lessee shall provide the Lessor's City Clerk with a valid Certificate of Insurance with all amendatory endorsements (or copies of the applicable policy language affecting coverage) exhibiting coverage as required by the Lessor's contract terms and conditions. Failure to obtain and provide the required documentation at the time of execution of this Agreement shall not waive the Lessee's obligation to provide them. The Lessor reserves the right to require complete certified copies of all required insurance policies, including all endorsements required by these specifications, at any time. The Lessee shall be responsible for ensuring that all sub-lessees independently carry insurance appropriate to cover their respective exposure or that all such liabilities are covered under the Lessee's policies of insurance. The Certificate of Insurance shall be provided on the industry standard form (ACCORD 25) or other form acceptable to the Lessor. Certificates of Insurance required hereunder shall be issued to the City of Tarrant, ATTN: City Clerk, 1604 Pinson Valley Parkway, Tarrant, AL 35217.

D. The insurance Lessee is required by this Agreement to carry shall include, at a minimum, the following:

1. Lessee shall carry:
 - a. A program of workers' compensation insurance in an amount and of a form that meets all applicable statutory requirements, and that specifically covers all employees who provide services by or on behalf of the Lessee and all risks to such persons under this Agreement; and
 - b. Employers' liability insurance in an amount of the greater of the statutory limit or \$500,000.00.

2. Commercial General Liability. Lessee shall carry Commercial General Liability insurance, on an occurrence form, with limits not less than \$1,000,000 per occurrence, with at least a \$2,000,000 general aggregate. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury, and Advertising Injury Liability

(\$1,000,000 limit), Premises-Operations, Independent Contractors and Subcontractors, and Fire Legal Liability (\$100,000 limit), Explosion, Collapse, and Underground Property Damage Liability Coverage shall not be excluded. Where applicable, the Products-Completed Operations coverage shall be provided for a minimum of one (1) year following the expiration, termination, or cancellation of this Agreement. Lessor shall be named as an additional insured on the Commercial General Liability (including completed operations).

3. Commercial Automobile Liability. Lessee shall carry automobile liability insurance with limits not less than \$1,000,000 per occurrence for owned, non-owned and hired vehicles. Where applicable, the Lessor shall be named as an additional insured on the commercial automobile liability insurance.

5. Environmental Impairment Liability. Lessee shall carry Environmental Impairment Liability insurance with limits not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided. The Lessor shall be named as an additional insured on the Environmental Impairment Liability.

E. Lessee shall provide a Certificate of Insurance and amendatory policy endorsement or copies of the applicable policy language evidencing Lessee's compliance with the insurance requirements.

ARTICLE VII: EXPIRATION, CANCELLATION, ASSIGNMENT, & TRANSFER

7.01 Expiration. This Lease shall expire at the end of the term or any extension or renewal thereof.

7.02 Cancellation.

A. At any time during the Initial Term or any subsequent month-to-month term, this Lease shall be subject to cancellation by Lessor in the event Lessee:

1. Is in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due; or

2. Holds over its tenancy beyond this Lease and any options expressly identified herein; or

3. Makes any general assignment for the benefit of creditors; or

4. Abandons the Leased Premises; or

5. Defaults in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of ten (10) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee commences and thereafter diligently performs such action as may be reasonably necessary to cure such default; or

6. Is adjudged bankrupt in involuntary bankruptcy proceedings; or

7. Is made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

8. Fails to peaceably have and hold the Premises.

B. In any of the aforesaid events, Lessor may take immediate possession of the Leased Premises, including any and all improvements thereon, and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

C. Failure of Lessor to declare this Lease cancelled upon the default of Lessee shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent default or violation of the terms of this Lease.

D. No receipt or acceptance of money by Lessor from Lessee after the expiration, termination, or cancellation of this Lease, or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease or affect any such notice, demand, or suit or imply consent for any action for which Lessor's consent is required, or operate as a waiver of any right of the Lessor to retake and resume possession of the Leased Premises.

7.03 Repossessing and Re-letting. In the event of default by Lessee that remains uncured after the required notice has been given pursuant to this Lease, and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

A. Enter into and upon the Leased Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and

B. Either cancel this Lease by notice or, without canceling this Lease, re-let the Leased Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to re-let the Leased Premises and the amounts received from re-letting the Leased Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of re-letting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

7.04 Assignment and Transfer. Lessee shall not assign or transfer this Lease.

7.05 Subleasing. Lessee shall not sub-let the Premises.

7.06 Lien by Lessor. It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon all goods, chattels, personal property, or equipment, save and except delivery vehicles or rolling stock, or any other items specifically exempted under law, belonging to Lessee which are placed in, or become a part of, the Premises, as security for rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect any statutory lien given by law, but shall be cumulative thereof. Lessee shall seek permission of the Lessor to subordinate its lien to potential lenders of the Lessee for improvements or for any other reason, which permission shall not be unreasonably withheld by Lessor.

ARTICLE VIII: GENERAL PROVISIONS

8.01 New Construction/Remodel of Existing Improvement. Lessee shall not construct any improvements upon the Premises and/or remodel the Premises.

8.02 Return of Land to Pre-lease condition. Upon the expiration, termination, or cancellation of this Lease, the Lessee shall return the Premises to Lessor in the same condition as existed when initially leased. Lessor may require Lessee to conduct reasonable, commonly accepted testing procedures, at Lessee's expense, to demonstrate that the Premises have not been degraded during the Lessee's tenancy.

Any remediation, repairs, or other actions required to return the property to its original condition shall be solely at Lessee's expense. Any improvements or alterations made to the property by Lessee may be offered to Lessor, at no cost to the Lessor, rather than be removed by Lessee. Acceptance by Lessor may be subject to testing, as stated above, and is at Lessor's sole option.

8.03 Performance Standards.

A. The Leased Premises shall not be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions, including but not limited to:

1. Hazardous activities; or
2. Vibration or shock; or
3. Smoke, dust, odor, or other forms of air pollution; or
4. Heat or glare; or
5. Electronic or radio interference; or
6. Illumination; or
7. Other substance, condition, or element in such amount or concentration as to unreasonably affect the surrounding area or adjoining premises.

B. Hazardous Activities: No activity shall be conducted on the Leased Premises that is, may be, or may become hazardous to public health or safety, that increases the fire insurance rating for adjoining property, or that is illegal.

C. Vibration or Shock: No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty feet (50') of the property line.

D. Noise: Lessee shall comply with all provisions of the Tarrant City Code governing and/or restricting noise.

E. Air Pollution: Except for the operation of motor vehicles to, from, and on the Leased Premises as incidental to the use thereof, the following requirements shall apply:

1. Any use, other than those associated with normal food preparation and cooking processes, that produces smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted within a completely enclosed building.
2. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Ada County Air Quality Board, any local environmental regulatory body, and any successor organizations performing similar functions, as such regulations exist at the date of this Lease or which may be enacted during the term of this Lease.
3. The emission of foul odors that are detectable at any point beyond the property line of the Leased Premises shall not be permitted.
- F. Heat or Glare: Any operation or use producing intense glare or heat shall be performed within an enclosed screened area in such manner that the glare or heat emitted will not be discernable from the property line.

G. Refuse and Trash: The storage, collection, and removal of all trash, garbage, and other refuse shall be as set forth in Paragraph 5.07, above.

8.04 Non-discrimination Covenant. Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration, does hereby covenant and agree as follows:

A. That no person, on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.

B. That, in the event of breach of the above non-discrimination covenant by Lessee, Lessor shall have the right to terminate this Lease and re-enter and repossess said land and the facilities thereon.

8.05 Time is of the Essence. Time is and shall be deemed of the essence with respect to the performance of each term, condition, and provision of this Lease.

8.06 Notices. All notices pursuant to this Lease shall be given by Certified Mail or Registered Mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LESSOR:
City of Tarrant, AL
ATTN: Mayor
1604 Pinson Valley Parkway
Tarrant, AL 35217

With a Copy To:
Benjamin S. Goldman, City Attorney
Hand Arendall, LLC
1801 5th Ave. N, Suite 400
Birmingham, AL 35203

LESSEE:
4:10 Leadership Group LLC
ATTN: T. Michael Holmes
6093 William O Lane
Gardendale, AL 35071

With a Copy To:

Notice shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. A Party may change the address to which notices shall be given by sending written notice to all other parties in the manner set forth in this paragraph.

8.07 Attorney's Fees. If either party brings any action or proceedings to enforce, protect, or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

8.08 Agreement Made in Alabama. The laws of the state of Alabama shall govern the validity, interpretation, performance, and enforcement of this Lease. Venue shall be in the Circuit Court of Jefferson County, Alabama, Birmingham Division.

8.09 Cumulative Rights and Remedies. All rights and remedies of Lessor enumerated herein or allowed by law shall be cumulative, and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy enumerated herein or allowed by law shall not be to the exclusion of any other remedy.

8.10 Interpretation. Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural (and vice versa), unless the context indicates or requires otherwise.

8.11 Agreement Made in Writing. This Lease contains all of the agreements and conditions made between the Parties and may not be modified orally or in any manner other than by agreement in writing signed by both Parties or their respective successors in interest.

8.12 Paragraph Headings. The captions of the various articles, paragraphs, and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, context, or intent of this Lease or any part or parts of this Lease.

8.13 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease shall not be affected, and in lieu of each

provision which is found to be illegal, invalid, or unenforceable, the Parties specifically and expressly intend that a provision as similar to such provision that was deemed illegal, invalid, or unenforceable as possible, legal, valid, and enforceable shall be added as part of this Lease.

8.14 Successors and Assigns. All of the terms, provisions, covenants, and conditions of this Lease shall inure to the benefit of, and be binding upon, Lessor and Lessee and their respective successors, assigns, legal representatives, heirs, executors, and administrators.

8.15 Taxes and Other Charges. The Lessee shall pay all taxes, and governmental charges of any kind whatsoever that may be lawfully assessed against the Lessee or the Lessor with respect to the Leased Premises during the Initial Term of this Lease and during every subsequent month-to-month term that follows thereafter. The Lessee, in good faith, may contest any tax or governmental charge; provided that the Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless in the opinion of counsel satisfactory to the Lessor such action will not adversely affect any right or interest of the Lessor.

8.16 No License Created. The Parties warrant and agree that no license, either revocable or irrevocable, is being created by the signing of this Lease by the Parties.

8.17 Authorization to Enter into Lease. If Lessee signs this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the state of Alabama, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

8.18 Effective Date. Regardless of the date signed, this Lease shall be effective beginning June 15, 2017.

IN WITNESS WHEREOF, the Parties have herunto set their hands as of the dates handwritten below.

[SIGNATURES FOLLOW ON NEXT PAGE]

For Lessor, City of Tarrant, Alabama:

ATTEST:

Dated this ____ day of _____, 2017.

Dated this ____ day of _____, 2017.

Loxcil Tuck, Mayor

Dan Weinrib, City Clerk

For Lessee, 4:10 Leadership Group LLC:

Dated this ____ day of _____, 2017.

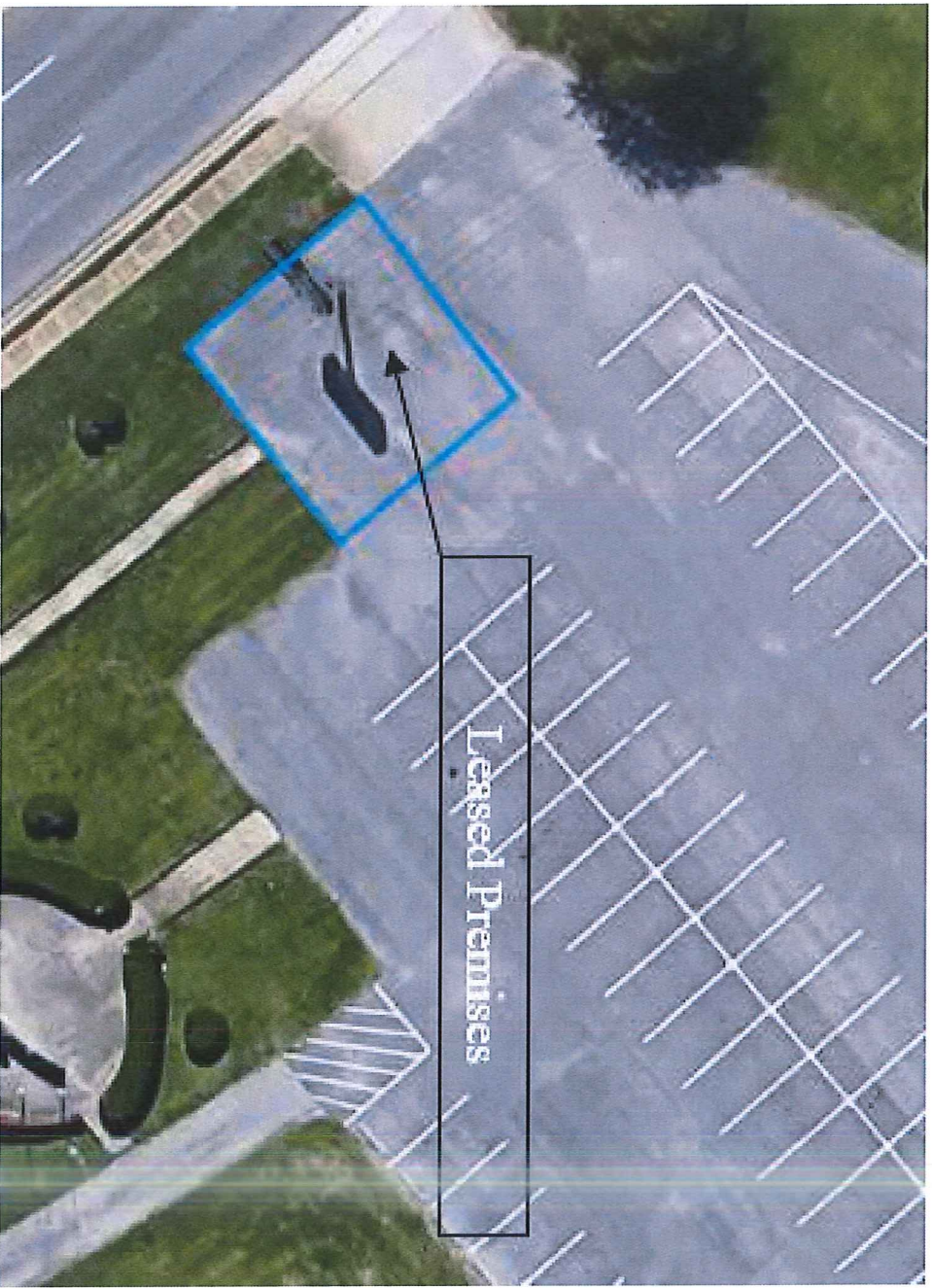
Mike Holmes
Its: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that T Michael Holmes, whose name as _____ of 4:10 Leadership Group LLC, a limited liability company organized and existing under the laws of the State of Alabama, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.
GIVEN under my hand and official seal this ____ day of _____, 2017.

Notary Public
My commission expires: _____

EXHIBIT "A"



Bryant moved, and Horton seconded, a motion to approve the ordinance. Upon roll call, the vote thereon was as follows:

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

NAYS: None

Upon passage, Goldman introduced Chick-Fil-A Marketing Director Blake Smith. Smith indicated that he hopes to have a pop-up tent here at the City Hall parking lot sometime within the next couple weeks, operating on Thursdays from 11:30 am to 1:30 pm.

Mayor Tuck recognized Southland International Trucking Inc.'s Drew Linn who indicated his company's interest in purchasing the undeveloped property located at 1012 & 1020 Pinson Valley Parkway for the purposes of locating its service department as well as new & used trailer sales business. VP of Accounting & HR Dianne Sewell was also in attendance. After his presentation and a few questions, Mayor Tuck thanked Linn for attending the meeting.

Whereupon, Goldman asked the Council to go into executive session for the purposes of discussing a potential real estate deal with Graham & Company realtor John Coleman. Horton moved, and Bryant seconded a motion to go into executive session. The vote carried unanimously. The Council went into executive session at approximately 7:37 pm and adjourned at 8:26 pm.

READ AND APPROVED THIS THE 19TH DAY OF JUNE, 2017

APPROVED: Joyce B. Tuck
Loxcil B. Tuck, Mayor

ATTEST: Dan Weinrib
Dan Weinrib, City Clerk