

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE & PRAYER**
- 3. ROLL CALL**
- 4. NEW BUSINESS**
 - A. Resolution #8796 - Changing 2021 Council Meeting Dates
 - B. Resolution #8797 - Little League Football Stadium Rental
 - C. Resolution #8798 - Avenu Sales & Use Tax Agreement
 - D. Resolution #8799 - Avenu Rental Tax Agreement
 - E. Resolution #8800 - Awarding Residential Garbage Service Bid to BFI Waste Services, LLC DBA Republic Services of Birmingham
 - F. Resolution #8801 - Employee Social
 - G. Vouchers & Expenses 6/7/2021
- 5. PUBLIC COMMENTS**
- 6. ADJOURN**

**Special-Called
Joint Board of Education Work Session
Wednesday, June 10th, 2021
Tarrant High School Gymnasium**

The City Council of the City of Tarrant, Alabama met for special-called joint Board of Education work session on Wednesday, June 7th, 2021 at 6:00pm at Tarrant High School gymnasium. The purpose of said meeting was to discuss topics that concerned both the City and the school system.

The following officials were present:

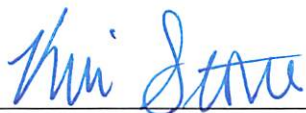
Wayman A. Newton	Mayor
Tracie B. Threadford	Council Member
Catherine "Cathy" Anderson	Council Member
Deborah "Debbie" Matthews	Council Member

The following department heads and/or representatives were present:

Scott Evans	Parks and Recreations
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Board member Bruce Grant called the meeting to order. General discussion followed. Work session ended at approximately 8pm.

READ AND APPROVED THIS THE 21th DAY OF JUNE, 2021.

ATTEST: 
Kim Stone, Acting City Clerk

APPROVED: 
Wayman A. Newton, Mayor

**City of Tarrant
Council Meeting Minutes
Wednesday, June 10th, 2021
Tarrant City Hall**

The City Council of the City of Tarrant, Alabama met for a special called meeting on Wednesday, June 10th, 2021 at 8:14pm at City Hall. Mayor Newton called the meeting to order. Apostle Angela Paige gave the invocation and Kim Stone led the Pledge of Allegiance.

Councilman Threadford made a motion to appoint Kim Stone as acting clerk with a second from Matthews. There was no discussion. All present voted yes. Motion passed.

The following officials were present during roll call:

Wayman A. Newton	Mayor
Tracie B. Threadford	Council Member
Catherine “Cathy” Anderson	Council Member
Deborah “Debbie” Matthews	Council Member

The following officials were absent during roll call:

Veronica Bandy Freeman	Council Member
John T. “Tommy” Bryant	Council Member

The council then considered Resolution #8796 – Changing 2021 Council Meeting Dates. Council member Anderson pointed out that the resolution needed to be corrected from the incorrect date of June 7th to July 7th. There was no more discussion. A roll call vote was held.

Yeas:

Council member Threadford
Council member Anderson
Council member Matthews
Mayor Newton

Nays:

None

Motion passed.

Next the council considered Resolution #8797 – Little League Football Stadium Rental. Council member Threadford made a motion to approve with a second from Matthews. There was no discussion. A roll call vote was held.

Yeas:

Council member Threadford
Council member Anderson
Council member Matthews
Mayor Newton

Nays:

None

Motion passed.

Council member Threadford then made a motion to approve Resolution #8798 – Avenu Sales and Use Tax Agreement with a second from Matthews. There was no discussion. A roll call vote was held.

Yeas:

Council member Threadford
Council member Anderson
Council member Matthews
Mayor Newton

Nays:

None

Motion passed.

Council member Threadford then made a motion to approve Resolution #8799 – Avenu Rental Tax Agreement with a second from Matthews. There was no discussion. A roll call vote was held.

Yeas:

Council member Threadford
Council member Anderson
Council member Matthews
Mayor Newton

Nays:

None

Motion passed.

Council member Threadford made a motion to approve Resolution #8800 – Awarding Residential Garbage Services, LLC. DBA Republic Services of Birmingham with a second from Anderson. There was brief discussion. A roll call vote was held.

Yeas:

Council member Threadford
Council member Anderson
Council member Matthews
Mayor Newton

Nays:

None

Motion passed.

Council member Threadford made a motion to approve Resolution #8801 – Employee Social with a second from Matthews. There was brief discussion as to the time it would be held and the menu. A roll call vote was held.

Yeas:

Council member Threadford
Council member Anderson
Council member Matthews
Mayor Newton

Nays:

None

Motion passed.

Council member Threadford made a motion to approve the vouchers and expenses with a second from Matthews. Council member Anderson had questions about checks that were marked out. They also discussed the TED billing issue. There was no more discussion. A roll call vote was held.

Yeas:

Council member Threadford
Council member Anderson
Council member Matthews
Mayor Newton

Nays:

None

Motion passed.

The mayor then opened the floor for public comment.

Council member Threadford made a motion to adjourn with a second from Anderson. There was no discussion. A voice vote was held and all present voted yes.

Motion passed. Meeting adjourned at 9:40pm.

READ AND APPROVED THIS THE 21ST DAY OF JUNE, 2021.

ATTEST: Kim Stone
Kim Stone, Acting City Clerk

APPROVED: Wayman A. Newton
Wayman A. Newton, Mayor

CITY COUNCIL OF CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8796

A RESOLUTION AUTHORIZING AND DIRECTING THAT THE TARRANT CITY COUNCIL MEETINGS SCHEDULED FOR MONDAY, JULY 5TH, 2021 AND MONDAY, SEPTEMBER 6TH, 2021 BE CHANGED

WHEREAS, regular meetings of the City Council of the City of Tarrant, Alabama are held on the first and third Mondays of each month, commencing at seven o'clock (7:00 pm) in the City Hall council chambers or at such other place and time as the council may designate with appropriate notice; and

WHEREAS, the City Council of the City of Tarrant, Alabama desires to change certain regularly scheduled meeting dates

THEREFORE, BE IT RESOLVED by the Council of the City of Tarrant, Alabama while in regular session on Monday, June 10th, 2021 at 7:00 pm as follows:

Section 1. That the Tarrant City Council Meeting scheduled for Monday, July 5th, 2021, city-celebrated Independence Day, be changed to Wednesday, June 7th, 2021; and

Section 2. That the Tarrant City Council Meeting scheduled for Monday, September 6th, 2021, Labor Day, be changed to Wednesday, September 8th, 2021; and

Section 3. That said resolution shall be posted on a bulletin board accessible to the public at the following locations: Tarrant City Hall, Tarrant Electrical Department, Tarrant Public Safety, and Tarrant Library.

APPROVED AND ADOPTED THIS THE 10TH DAY OF JUNE, 2021.

APPROVED: [Signature]
Wayman A. Newton, Mayor

ATTEST: [Signature]
Kim Stone, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Kim Stone, Acting 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 adopted by the City Council of the City of Tarrant, Alabama, on the 10th day of June, 2021.

Witness my hand and seal of office this 10th day of June, 2021.

[Signature]
Kim Stone, Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8797

A RESOLUTION AUTHORIZING THE CITY OF TARRANT PARKS AND RECREATION PROGRAM TO PAY FOR THE RENTING OF A STADIUM, REFEREE SERVICES, AND SECURITY FOR IT'S YOUTH FOOTBALL LEAGUE

WHEREAS, the City of Tarrant Parks and Recreation department has restarted its youth football program after 20 years and has 8 teams and 200 fooball participants and 50 cheerleading participants in this inagural year; and

WHEREAS, the field formerly used as a football field is 20 yards short of regulation size and no other replacement field in the City of Tarrant has been found; and

WHEREAS, Mortimer Jordan stadium in Kimberly, Alabama is available for use; and


WHEREAS, the cost for each game is \$1,200 (one thousand two hundred dollars and no cents); and may additionally be needed for two playoff games at the same price; and

WHEREAS, the cost of referees for each game day is \$1,800 (one thousand eight dollars and no cents) and the cost of three City of Tarrant police officers for security is \$720 (seven hundred twenty dollars and no cents) per day; and

BE IT RESOLVED, by the City Council of the City of Tarrant, Alabama, while in session on Monday, June 10th, 2021 as follows:

1. The City of Tarrant is hereby authorized to pay for the rental of Mortimer Jordan stadium, referees, and security for four regular season games at a total of \$14,880 (fourteen thousand, eight hundred, eighty dollars and no cents); and
2. The City of Tarrant is hereby authorized to pay for the rental of Mortimer Jordan stadium, referees, and security for two playoff games at a total of \$7,440 (seven thousand, four hundred, forty dollars and no cents).
3. That those expense will be paid from **01 General Fund**.

APPROVED AND ADOPTED ON THIS THE 10TH DAY OF JUNE, 2021

APPROVED: 
Wayman A. Newton, Mayor

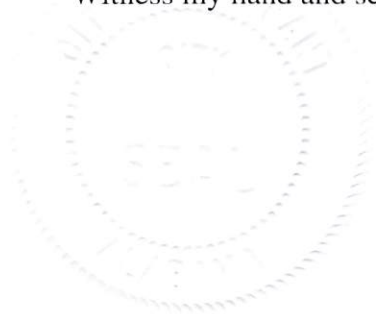
ATTEST: 
Kim Stone, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Kim Stone, Acting 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 adopted by the City Council of the City of Tarrant, Alabama, on the 10th day of June, 2021.

Witness my hand and seal of office this 10th day of June, 2021.




Kim Stone, Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8798

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN UPDATED CONTRACT FOR SALES & USE TAX REVENUE ADMINISTRATION BETWEEN THE CITY OF TARRANT, ALABAMA AND AVENU INSIGHTS & ANALYTICS LLC

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, June 10th, 2021 at 7:00 pm as follows:

Section 1. That the Mayor is hereby authorized to execute an updated contract for sales and use tax revenue services between the City of Tarrant, Alabama and AVENU Insights & Analytics LLC,

Section 2. That said agreement shall be for a period of three (3) years following the date of execution,

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

ADOPTED AND APPROVED THIS THE 10TH DAY OF JUNE, 2021

APPROVED: Wayman A. Newton
Wayman A. Newton, Mayor

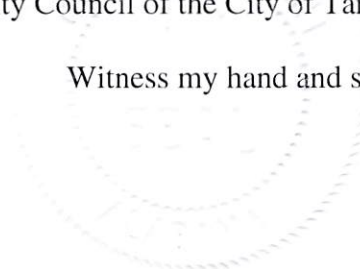
ATTEST: Kim Stone
Kim Stone, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Kim Stone, Acting 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 adopted by the City Council of the City of Tarrant, Alabama, on the 10th day of June, 2021.

Witness my hand and seal of office this 10th day of June, 2021.



Kim Stone
Kim Stone, Acting City Clerk

Tax Revenue Enhancement Agreement Revenue Administration

This agreement made by and between AVENU Insights & Analytics, LLC and City of Tarrant, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. **Taxes Processed:** AVENU will perform remittance processing for sales and use taxes as designated by CITY.
2. **Taxpayer Notification and Remittance:** AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Tarrant, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the Address for payments.
3. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. **Posting Process:** Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. **Changes to Exhibit A:** CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CITY.
6. **Notification, Reporting to CITY:**
 - i. AVENU will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CITY.

B. Compliance Services

1. **Taxes Reviewed:** AVENU will perform compliance services for sales, use and other taxes designated by CITY under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, AVENU will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** CITY represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
 - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, CITY hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CITY overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2021 with collection of _____ taxes to be remitted on or before _____ 20, 2021.
9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU'S fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU'S invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities

relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU'S total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CITY and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU'S database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CITY-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
19. **Invalidity:** If any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Tarrant

By:  _____

Name: Wayman Newton

Title: Mayor

Date: 6/16/2021

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 5.24.2021 (crg)

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8799

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN UPDATED CONTRACT FOR RENTAL TAX REVENUE ADMINISTRATION BETWEEN THE CITY OF TARRANT, ALABAMA AND AVENU INSIGHTS & ANALYTICS LLC

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, June 10th, 2021 at 7:00 pm as follows:

Section 1. That the Mayor is hereby authorized to execute an updated contract for rental tax revenue administration services between the City of Tarrant, Alabama and AVENU Insights & Analytics LLC,

Section 2. That said agreement shall be for a period of three (3) years following the date of execution,

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

ADOPTED AND APPROVED ON THIS THE 10TH DAY OF JUNE, 2021

APPROVED: Wayman A. Newton
Wayman A. Newton, Mayor

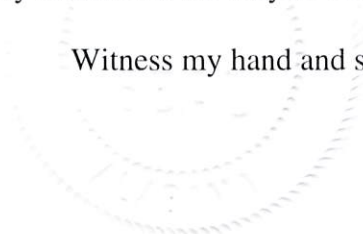
ATTEST: Kim Stone
Kim Stone, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Kim Stone, Acting 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 adopted by the City Council of the City of Tarrant, Alabama, on the 10th day of June, 2021.

Witness my hand and seal of office this 10th day of June, 2021.



Kim Stone
Kim Stone, Acting City Clerk

Tax Revenue Enhancement Agreement Rental Tax Revenue Administration

This agreement made by and between Avenu Insights & Analytics, LLC ("AVENU") and City of Tarrant, an CITY ("CITY").

A. Remittance Processing Services

1. **Taxes Processed:** AVENU will perform remittance processing for Rental taxes as designated by CITY.
2. **Taxpayer Notification and Remittance:** AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Tarrant, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the Address for payments.
3. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on Exhibit A.
4. **Posting Process:** Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. **Changes to Exhibit A:** CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CITY.
6. **Notification, Reporting to CITY:**
 - i. AVENU will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CITY.

B. Compliance Services

1. **Taxes Reviewed:** AVENU will perform compliance services for Rental and other taxes designated by CITY under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, AVENU will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
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C. General Provisions

1. **Information Provided:** CITY represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
 - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, CITY hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CITY overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2021 with collection of _____ taxes to be remitted on or before _____, 2021.
9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU's fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities

relating in any way to Rental and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CITY and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CITY-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
19. **Invalidity:** If any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Tarrant

By: _____

By:  _____

Name: _____

Name: Wayman Newton

Title: _____

Title: Mayor

Date: _____

Date: 6/16/2021

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 5.24.2021 (crg)

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8800

AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR RESIDENTIAL GARBAGE SERVICE WITH BFI WASTE SERVICES, LLC DBA REPUBLIC SERVICES OF BIRMINGHAM

WHEREAS, the City Council of the City of Tarrant passed Resolutions No. 8787 to solicit bids for residential garbage service; and

WHEREAS, two bidders submitted proposals with estimates by the June 3, 2021 10 am deadline at City Hall; and

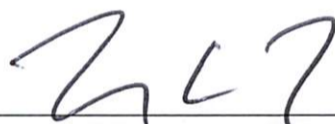
WHEREAS, the bidder with the lowest and most responsible bid formally withdrew their bid on June 8th, 2021; and

WHEREAS, the other bidder was BFI Waste Services, LLC DBA Republic Services of Birmingham;

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, July 10th, 2021 at 7:00 pm as follows:

1. That the Mayor is authorized to enter into a contract with BFI Waste Services DBA Republic Services of Birmingham for residential garbage service, with this copy of its bid attached and made a record thereof.

ADOPTED AND APPROVED THIS THE 10TH DAY OF JUNE, 2021

APPROVED: 
Wayman A. Newton, Mayor

ATTEST: 
Kim Stone, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Kim Stone, Acting 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 adopted by the City Council of the City of Tarrant, Alabama, on the 10th day of June, 2021.

Witness my hand and seal of office this 10th day of June, 2021.



Kim Stone, Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8801


AUTHORIZING THE MAYOR TO ENGAGE DISCOTEC 100 FOR SPECIAL EMPLOYEE SUMMER SOCIAL EVENT SCHEDULED ON JULY 8TH, 2021

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, June 10th, 2021 at 7:00 pm as follows:

Section 1. That the Mayor is hereby authorized to engage Disco Tec 100 for a special city employee Summer social event on July 8th, 2021; and

Section 2. That the City of Tarrant will spend an amount not to exceed \$1400 for the July 8th event with all expenses being paid from **01 General Fund.**

ADOPTED AND APPROVED THIS THE 10TH OF JUNE, 2021

APPROVED: 
Wayman A. Newton, Mayor

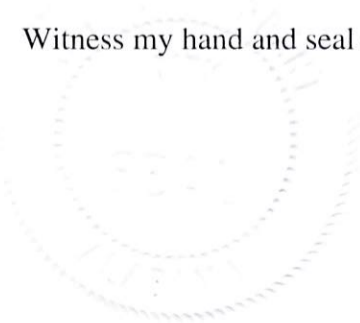
ATTEST: 
Kim Stone, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Kim Stone, Acting 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 adopted by the City Council of the City of Tarrant, Alabama, on the 10th day of June, 2021.

Witness my hand and seal of office this 10th day of June, 2021.




Kim Stone, Acting City Clerk