

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE & PRAYER**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES – January 4, 2023**
5. **COMMUNICATIONS FROM THE MAYOR**
6. **EXECUTIVE SESSION**
7. **COMMITTEE REPORTS**
8. **OLD BUSINESS**
 - A. Resolution No. 8981 – Resolution Declaring Nuisance and Authorizing Abatement for Property Located at 653 Springdale Road, Tarrant, AL 35217 – Sponsored by Mayor Wayman Newton
9. **NEW BUSINESS**
 - A. Resolution No. 8983 - Resolution Authorizing Purchase of 2000 Spartan 75-Foot Quint – Sponsored by Mayor Wayman Newton
 - B. Resolution No. 8984 – Resolution Authorizing Mayor to Execute Financing Agreement for Purchase of Caterpillar 299D3 Skid Steer - Sponsored by Mayor Wayman Newton
 - C. Ordinance No. 1153 – An Ordinance to Establish the Powers and Duties of the Superintendent of the City Electric Department – 1st Reading – Sponsored by Councilmember Tracie B. Threadford.
10. **PUBLIC COMMENTS**
11. **VOUCHERS & EXPENSES**
11. **ADJOURN**

CITY OF TARRANT
COUNCIL MEETING MINUTES
JANUARY 4, 2023
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Wednesday, January 4, 2023, at 7:00PM at City Hall.

Mayor Wayman A. Newton called the meeting to order at 7:01PM following the council work session that began at 6:00PM on the agenda items.

Officer Giles led those in attendance in the Pledge of Allegiance. Michael Brymer gave the invocation.

Councilor Threadford moved to appoint Michael Brymer, the city attorney who was present, as the acting city clerk for the meeting. Councilor Anderson seconded the motion. There was no discussion. All present voted in favor, and the motion was agreed to.

Mayor Newton asked for a roll call. The following officials were present during the roll call:

Councilor Deborah "Debbie" Matthews
Councilor Veronica Bandy Freeman
Mayor Wayman A. Newton
Councilor Traci B. Threadford
Councilor John T. "Tommy" Bryant

A quorum was determined to be present for the meeting.

No minutes submitted to approve.

The following items were communicated from the Mayor's office to those in attendance:

A gentleman who owns rental properties within the city spoke asking to coordinate between the electric department and the city's building department asking to streamline those processes. It was clarified that TVA's inspection requirement is separate.

Mayor Newton requested tax equivalency information from the electric department.

This ended the communications from the Mayor's office.

Councilor John T. "Tommy" Bryant left the meeting at approximately 7:08PM to attend to an emergency personal matter.

Next, the Mayor asked for any communications from any councilors present. Councilor Freeman asked the Mayor about following up on certain issues and items that need attention in her district. These had been communicated primarily via e-mail to the Mayor. After discussion between the two, Councilor Freeman requested an entry in the minutes reflecting her e-mails to the Mayor requesting he address these items in the district had not been addressed.

This ended the communications from the city councilors.

The Mayor then called for committee reports.

No committee reports were made.

There being no old business on the agenda for the council to consider, the council began consideration of new business.

Mayor Newton introduced Resolution No. 8980, A Resolution Authorizing Abatement for a Public Nuisance at 1009 Linthicum Street, Tarrant, Alabama 35217. After introducing the resolution, Mayor Newton opened a public hearing on the matter.

Asking if anyone would like to speak on the matter, the property owner, Mr. Weatherspoon, along with his attorney, Mr. Hunter Horton, were present and addressed the city council. Both Mr. Weatherspoon and Mr. Hunter Horton were also present at the council work session at 6:00PM prior to the regular meeting and addressed the city council then as well. Mr. David Caisin, the City's Chief Building Office, was present and also spoke on the resolution. After a great deal of discussion on the resolution and the condition of the property, the Mayor declared the public hearing closed.

After the public hearing was closed, Councilor Anderson moved to table Resolution No. 8980, A Resolution Authorizing Abatement for a Public Nuisance at 1009 Linthicum Street, Tarrant, AL 35217. Councilor Freeman seconded the motion to table. Mayor Newton called for a vote.

Yeas:

Councilor Deborah "Debbie" Matthews
Councilor Veronica Bandy Freeman
Mayor Wayman A. Newton
Councilor Catherine "Cathy" Anderson
Councilor Traci B. Threadford

The yeas being five (5) and the nays being zero (0), the motion to table Resolution 8980 was agreed to, and the Resolution tabled.

Mayor Newton introduced Resolution No. 8981, A Resolution Declaring Public Nuisance and Authorizing Abatement for Property Located at 653 Springdale Road, Tarrant, AL 35217. After introducing the resolution, the Mayor opened a public hearing on the matter.

Asking if anyone would like to speak on the matter, Mr. David Caisin, the City's Chief Building Official, and the property owner were present and both addressed the council. Both Mr. Caisin and the property owner addressed the city council during the work session that convened at 6:00PM prior to the regular meeting. The property owner requested thirty (30) additional days to address the condition of the property and remove the items. The Mayor declared the public hearing on the matter closed.

Following the public hearing, Councilor Anderson moved to table Resolution 8981 to allow the property owner additional time to address the nuisance. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Deborah "Debbie" Matthews
Councilor Veronica Bandy Freeman
Mayor Wayman A. Newton
Councilor Catherine "Cathy" Anderson
Councilor Traci B. Threadford

The yeas being five (5) and the nays being zero (0), the motion to table Resolution 8981 was agreed to, and the Resolution tabled.

Mayor Newton introduced Resolution 8982, A Resolution Declaring Public Nuisance and Authorizing Abatement for Property Located at 92 Long Street, Tarrant, AL 35217. After introducing the resolution, Mayor Newton opened a public hearing on the matter.

Asking if anyone would like to speak on the matter, the property owner, Mr. Samuel Brewster, Jr., Mr. David Caisin, City Chief Building Official, and Mr. Joseph Wayne Carlton, a relative of Mr. Brewster, were present and addressed the council. The parties were present at the council work session that convened at 6:00PM prior to the regular meeting. After extensive discussion on the matter, Mayor Newton declared the public hearing closed on the matter.

Councilor Anderson moved to table Resolution 8982 for thirty (30) days to allow property owner additional time to address the nuisance. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Deborah "Debbie" Matthews
Councilor Veronica Bandy Freeman
Mayor Wayman A. Newton
Councilor Catherine "Cathy" Anderson
Councilor Traci B. Threadford.

The yeas being five (5) and the nays being zero (0), the motion to table Resolution 8982 was agreed to, and the Resolution tabled.

Next, the City Council heard from members of the public who had signed in to speak prior to the meeting.

First, Mr. Kelvin Slaughter addressed the city council regarding the towing of his camper and other items.

Second, Mr. Chuck Winborn spoke regarding the amount of gun fire that occurred New Years Eve and the serious concern and threat to public safety that presented. Several city councilors also heard this and expressed their concern about how dangerous this is. All city councilors and the mayor implored citizens to stop this life-threatening activity. He also inquired regarding when a new city clerk would be hired.

Ms. Sandra Matthews spoke regarding flooding issues in her yard at her residence on Lynnfield Circle. She requested an update on the work to address those flooding issues behind her home.

This concluded comments from the public.

Next, Councilor Threadford moved to approve the vouchers and expenses as presented. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Debora "Debbie" Matthews
Mayor Wayman A. Newton
Councilor Catherine "Cathy" Anderson
Councilor Traci B. Threadford

Nays:

Councilor Veronica Bandy Freeman

The yeas being four (4) and the nays being one (1), the motion was agreed to, and the vouchers and expenses were approved as presented.

There being no further business to be brought before the council, Councilor Threadford moved to adjourn the meeting. Councilor Anderson seconded the motion. A voice vote was taken with all present being in favor.

The meeting was adjourned at 8:30PM.

Respectfully submitted,

Michael Brymer
Acting City Clerk for the January 4, 2023, City Council Meeting

READ AND APPROVED this the 18th day of January 2023.



APPROVED: _____

ATTEST:

Michael Bryan
Acting City Clerk

RESOLUTION NO. 8981

A RESOLUTION DECLARING PUBLIC NUISANCE AND AUTHORIZING ABATEMENT FOR PROPERTY LOCATED AT 653 SPRINGDALE ROAD, TARRANT, AL 35217.

WHEREAS, following a duly noticed Public Hearing held on January 4, 2023, the City Council of the City of Tarrant, Alabama, finds the real property located at 92 Long Street, Tarrant, AL 35217 (hereinafter "Property,") lying within the City's corporate limits, is violation of the City Ordinance(s) of the City of Tarrant as attached hereto as Exhibit A.

WHEREAS, notice of violation for the Property was provided by section 4-114 of the Code of Ordinances of the City of Tarrant; and;

WHEREAS, a notice has been provided to the Property owner(s) and a public hearing has been held; and

WHEREAS, photos and relevant documentation regarding the Property are attached as Exhibit "A" to this Resolution; and

WHEREAS, the City Council of the City of Tarrant, Alabama, having heard from the interested parties who appeared at the public hearing, finds the Property to constitute a public nuisance as defined in the Code of Ordinances of the City of Tarrant, Alabama; and

WHEREAS, the Property being found by the City Council of the City of Tarrant, Alabama to be in violation of City Ordinances as listed above and hereby declares a public nuisance authorizes the enforcement of said Ordinances through the appropriate abatement, penalty(s), and/or legal action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA while in regular session on January 4, 2023, at 7:00 pm. as follows:

1. The preamble is adopted and incorporated as if fully set out herein.
2. The City Council held a duly notice public hearing on the date fixed below at its regularly scheduled council meeting.
3. The City Council finds that the above-described conditions at the Property is in violation of City Ordinances as stated above and hereby constitutes a public nuisance as stated within the Code of Ordinances of the City of Tarrant, Alabama.
4. The City Council hereby authorizes the enforcement of said Ordinances through the appropriate abatement, penalty(s), and/or legal action as stated within the Code of Ordinances of the City of Tarrant, Alabama. Further, the enforcing official shall give notice of this Resolution as required by the Code of Ordinances.

5. Any and all costs and expenses of said enforcement, including any abatement, unsatisfied penalty(s) or abatement shall be identified, recorded, and submitted to the City Council of the City of Tarrant, Alabama, for an assessment to be placed upon the property as provided in Chapter 4 of the Code of Ordinances.

ADOPTED this the ____ day of _____, 202__.

Wayman A. Newton, Mayor
City of Tarrant

Attest: _____
_____, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, _____, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the ____ day of _____, 202__, while in regular session on _____, _____, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this ____ day of _____, 20__.

_____, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8983

A RESOLUTION AUTHORIZING THE PURCHASE OF A

2000 SPARTAN 75-FOOT QUINT

WHEREAS, in accordance with Section 540 of the Insurance Services Office (ISO) Fire Suppression Rating Schedule, "Individual ladder/service response areas with at least 5 buildings of 3 stories or 32 feet or more in height (ground to eaves) or with at least 5 buildings that have a Needed Fire Flow greater than 3,500 gpm or with at least 5 buildings meeting any combination of those criteria must have a ladder company."

WHEREAS, the City of Tarrant is home to in excess of 50 structures and apartment buildings over 3-stories and sites with 10,000+ sq. foot exposures, all which require aerial service for fire protection and rescue services within its corporate limits; and

WHEREAS, the Tarrant Fire Department's most recent aerial fire apparatus was decommissioned approximately 7-8 years ago; and

WHEREAS, the current lack of access to an aerial fire apparatus has been a significant factor in both delays of service and increases in ISO rating for the City of Tarrant; and

WHEREAS, in order to correct these deficiencies and to properly provide adequate fire and rescue service to the citizens and businesses of the City of Tarrant, the Tarrant Fire Department is in need of a replacement aerial fire apparatus; and

WHEREAS, an adequate replacement aerial fire apparatus, a 2000 Spartan 75ft. Quint, has been located and an in-person inspection was performed by Lt. Patrick Bennett of the Tarrant Fire Department.

WHEREAS, due to the condition, nature and price of the 2000 Spartan 75ft. Quint, it is the recommendation of Lt. Patrick Bennett that the quit is a preferred replacement aerial fire apparatus for the Tarrant Fire Department and will result in significant cost savings for the City of Tarrant, compared to the purchase of an alternative replacement aerial fire apparatus; and

WHEREAS, the Broker of said apparatus, Command Fire Apparatus is a preferred vendor through the Sourcewell purchasing cooperative and therefore this purchase is not subject to the regular Alabama State Bid Law process.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Wednesday, January 18, 2023 at 7:00 p.m. as follows:

Section 1. The preamble is adopted and incorporated as if fully set out herein.

Section 2. That the City Council of the City of Tarrant hereby acknowledges that the City of Tarrant Fire Department is in need of adequate equipment to provide critically necessary fire protection and response services to the citizens and businesses of the City of Tarrant and additionally, to satisfy the requirements of the Insurance Services Office ("ISO") Fire Suppression Rating Schedule which will result in a more favorable ISO rating for the City of Tarrant.

Section 3. That City Council of the City of Tarrant hereby further acknowledges that the purchase of a previously owned aerial fire apparatus in acceptable condition will adequately allow the Tarrant Fire Department to provide critically necessary fire protection and response services to the citizens and businesses of the City of Tarrant, while also resulting in significant cost savings, as the cost of new aerial fire apparatus' routinely exceed \$1,200,000.

Section . That the Mayor is hereby authorized to purchase the 2000 75ft. Spartan Quint from Command Fire Apparatus, as a preferred vendor of the Sourcewell purchasing cooperative, along with an extended warranty as recommended by Lt. Patrick Bennett, in a total amount not to exceed \$150,000.00.

Section 3. Said funds shall be paid from the City of Tarrant General Fund.

ADOPTED this the 18th day of January, 2023.



APPROVED: _____

WAYMAN NEWTON, MAYOR

ATTEST: _____

Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael Byrne, the 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 and legally adopted by the City Council of the City of Tarrant, Alabama, on the 18th day of January, 2023 while in regular session on Wednesday, January 18, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this ^{18th} day of January, 2023.



[Signature]
Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8984

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
FINANCIAL AGREEMENT FOR PURCHASE OF A CATERPILLAR
299D3 SKID STEER**

WHEREAS, in conjunction with the United States Federal Emergency Management Agency, the City of Tarrant has been engaged in a long-term stormwater and flood management project to construct an earthen dam (the “Five Mile Creek Dam”) within its corporate limits.; and

WHEREAS, the purpose of the Five Mile Creek Dam is to mitigate flooding throughout the City caused by the over-flow of Five Mile Creek and to minimize damage to both public and private property due to over-flow events.; and

WHEREAS, said the construction of Five Mile Creek Dam is currently scheduled to be completed by January 1, 2022 at which time maintenance and inspection of said Five Mile Creek Dam and surrounding property will be the sole responsibility of the City of Tarrant.; and

WHEREAS, at present, the Public Works Department lacks the proper equipment necessary to provide required maintenance to said Five Mile Creek Dam and surrounding property, along with other additional Public Works projects within the corporate limits of the City of Tarrant; and

WHEREAS, to ensure that the required maintenance can be performed and projects completed, the City Council approved the purchase of an adequately sized and equipped Caterpillar 299D3 Skid Steer from Thompson Tractor, as a participating vendor for the Sourcewell cooperative purchasing program on December 19, 2022 at a cost not to exceed \$125,000.

WHEREAS, Thompson Tractor, as a participating vendor for the Sourcewell cooperative purchasing program, has provided a final purchase price and Caterpillar and a 36-month government lease financing option has been provided through Caterpillar Financial Services Corporation (attached hereto as Exhibit A).

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Wednesday, January 18, 2023 at 7:00 p.m. as follows:

Section 1. That the City Council of the City of Tarrant hereby authorizes the Mayor to execute the attached 36-month agreement to purchase a properly equipped Caterpillar 299D3 Skid Steer as set forth and more fully described in Exhibit A.

Section 3. Said payments shall be paid from the City of Tarrant General Fund.

ADOPTED this the 19th day of December, 2022.



APPROVED: 
WAYMAN NEWTON, MAYOR

ATTEST: 
Acting City Clerk

CERTIFICATION OF CITY CLERK

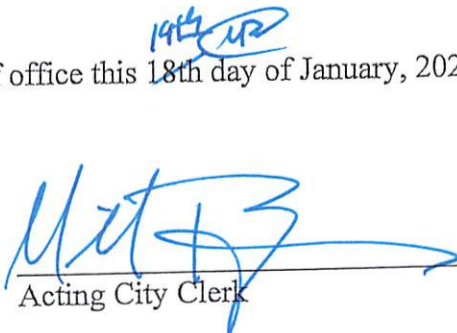
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael T. Syman, the 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 and legally adopted by the City Council of the City of Tarrant, Alabama, on the 18th day of January, 2023 while in regular session on Wednesday, January 18, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this ^{19th} 18th day of January, 2023.




Acting City Clerk



PROPOSAL/EQUIPMENT ORDER

Print Date:	1/12/2023
Quote No.:	4973212276-3
Customer No:	7734500
Valid Until:	1/1/2023
PO:	
Salesman:	Eric N Hutcheson
Phone:	205-320-6914

PURCHASER

CITY OF TARRANT
1604 PINSON VALLEY PKWY
BIRMINGHAM AL 35217

SHIP TO

CITY OF TARRANT
1604 PINSON VALLEY PKWY
BIRMINGHAM AL 35217

Caterpillar 299D3 SN: EQN181247
NEW 2023 CAT 299D3 CAB HIGH FLOW COMPACT TRACK LOADER
ENCLOSED CAB
HEAT & A/C
ULTRA CAB
ADVANCED DISPLAY
B/U CAMERA
ON BOARD SECURITY
VISION LINK
AM/FM/BLU TOOTH RADIO
HYO BKT LOCKS
COUNTERWEIGHTS
80" GP SMOOTH BUCKET
42" SKID STEER FORKS
2 YEAR/ 2000 HOUR FULL PREMIUM WARRANTY
60 MONTH/ 3000 HOUR POWERTRAIN, HYDRAULIC & TECHNOLOGY WARRANTY

\$157,373.00

SOURCEWELL CONTRACT
#032119 / 299D3 COMPACT

TRACKLOADERS 21%
DISCOUNT FROM LIST PRICESOURCEWELL DISCOUNT 21 %

(\$33,048.00)

Caterpillar SLGRA SN: A4222BR30050 EQN162222
NEW 2023 CAT 84" SKID LOADER GRAPPLE RAKE
THE TOTAL COST AFTER THE 21% SOURCEWELL DISCOUNT IS \$3,050.00

\$0.00

NEW 2023 72" XTREME DUTY HIGH FLOW BRUSHCUTTER
SN: 146908 EQN148002

\$0.00

SOURCEWELL Sales total 124,325.00

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

TERMS AND CONDITIONS

1. **EXECUTION OF OTHER DOCUMENTS.** If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.
2. **RISK OF LOSS; INSURANCE.** The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible liability of Purchaser to Seller. Insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation. New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties. Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment. With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller. The forgoing provisions are in lieu of all other warranties, express or implied. **SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT.** In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them. Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort – whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability – for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.
4. **PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE.** Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.
5. **SELLER'S RESERVATION OF TITLE.** Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.
6. **INTEREST AFTER DEFAULT.** After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.
7. **COLLECTION COSTS.** Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.
8. **ARBITRATION OF DISPUTES.** Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.
9. **NO ADDITIONAL OR DIFFERENT TERMS.** If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.
10. **Notice of Thompson Tractor Co., Inc. and Caterpillar, Inc. Customer Data and Telematics**
Data Privacy Statements Customer Data
We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information allows for identifying and contacting a customer such as name, address, phone number and email address.
Telematics Data
In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.
<https://digitalauthorizationtool.cat.com/>
Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com

Initial: _____

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: CITY OF TARRANT

Address _____
 City _____
 State _____

Good if: _____
 Acknowledged by _____ Feb-10-2023
 Funded by _____ Feb-10-2023

DEALER

THOMPSON TRACTOR CO., INC.
 Sales person Hutcheson D430, Eric
 Dealer contact Paul Velotas D430
 Telephone _____

Quote number 4485168
 Fax Number _____
 Quote Date 11-Jan-23
 Quote Time 09:16:16 AM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type Governmental Lease Quoted By Paul Velotas D430
 Number of Payments 36 Monthly Report Created By Paul Velotas D430
 Payments in Arrears

	<u>Model</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Sale Price</u>	<u>Amount Financed</u>	<u>Payment</u>	<u>Balloon</u>	<u>Fixed Rate</u>
New	299D3	1000	1	124,325.00	124,925.00	See Amort. Schedule	36,960.00	6.9900%

Special Conditions:

299D3
 NEW BLUE DIAMOND BRUSHCUTTER NON-CAT ACCESSORIES S/N 146908
 Serial Number - , Model Year - 2023, Standard Environment;
 Major Attachments-Air Conditioning, Cab, Rubber Tracks; Blades/Buckets/Rippers-BRX318 Brush Cutter, Pallet Forks 42" with Carriage, Industrial Grapple Rake 84", High Flow Hydraulics, General Purpose Bucket;
 Manual Configuration and Work Tools:

Payment Structure - Asset
 36 Monthly payment(s) 2,930.99
 1 Stub payment(s) 36,960.00

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	299D3	251.46	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

- Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.
- Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.
- Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.
- Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

Caterpillar Financial Services Corporation

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

CITY OF TARRANT Date

I, the undersigned City Clerk of the **CITY OF TARRANT, ALABAMA**, hereby certify that the attached pages numbered 1 to 2 constitute a true, correct and complete copy of excerpts from all those portions of the minutes of a regular public meeting of the City Council of said City held on _____, 2023, pertaining to the matters therein set out, as the same appear in the records of said City.

WITNESS my signature, as said City Clerk, under the seal of said City, this ___ day of _____, 2023.

[SEAL]

**ACTING CITY CLERK OF THE CITY OF
TARRANT, ALABAMA**

_____ introduced the following Ordinance in writing which was read at the meeting.

ORDINANCE NO. 1153

AN ORDINANCE TO ESTABLISH THE POWERS AND DUTIES OF THE SUPERINTENDENT OF THE CITY ELECTRIC DEPARTMENT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT in the State of Alabama, as follows:

Section 1. That pursuant to the provisions of Ordinance number 1152 of the City of Tarrant, Alabama, the services of the Mayor of the Tarrant Electric Department as Superintendent, Appointing Authority of the Jefferson County Personnel Board and Manager were discontinued effective with the adoption of Ordinance number 1152.

Section 2. That pursuant to the provisions of Ordinance number 1152 of the City of Tarrant, Alabama, Tracie B. Threadford was appointed as the Interim Superintendent, Appointing Authority of the Jefferson County Personnel Board and Manager of the Tarrant Electric Department without compensation.

Section 3. That the City Council of the City of Tarrant, Alabama hereby grants to Tracie B. Threadford or her duly appointed successors the exclusive authority to direct, supervise and control the administration and operations departments of the Tarrant Electric Department in all matters including, but not limited to, personnel matters, financial matters of the Tarrant Electric Department of any nature or kind, rate making, meter readings, billings and collections, proper repair and maintenance of the system, keeping an inventory of supplies and equipment on hand and such data and information relative to the system as the City Council may require to be made available.

Section 4. This Ordinance is to become effective immediately upon its adoption by the City Council or as otherwise becoming law. Any and all resolutions and ordinances which are contrary to or in conflict with the terms and provisions of this ordinance are hereby rescinded and repealed.

ADOPTED AND APPROVED this the ___ day of _____, 2023.

APPROVED: _____
Wayman Newton, Mayor

ATTEST: _____
Michael Brymer, Acting City Clerk

1.

_____ moved that the foregoing Ordinance be adopted, which motion was seconded by _____, and, upon the same being put to vote, the following vote was recorded:

<u>Councilor:</u>	<u>YEA:</u>	<u>NAY:</u>
Wayman Newton	_____	_____
Tracie Threadford	_____	_____
Cathy Anderson	_____	_____
John "Tommie" Bryant	_____	_____
Veronica Freeman	_____	_____
Deborah Matthews	_____	_____

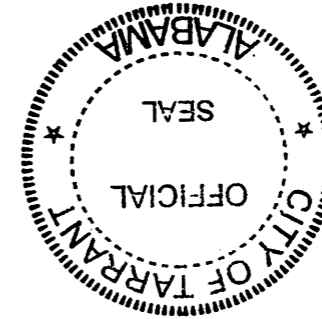
The _____ thereupon announced that the motion for adoption of said Ordinance had been carried.

TARRANT ELECTRIC DEPARTMENT

VOUCHER LIST WEDNESDAY, JANUARY 18, 2023

GENERAL FUND

41859-41868	ACCOUNTS PAYBALE RUN	\$ 5,211.63
41869-41889	ACCOUNTS PAYBALE RUN	\$ 141,534.94



Date/Time: 1/6/2023 11:12 AM

City of Tarrant
Payment Register

User:

Stephanie Cade
Page 1 of 1

Bank Name
General Fund

Bank Number
██████████

<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
51168	Aflac	98	01/06/2023	\$351.76
51169	Alabama Child Support	37	01/06/2023	\$1,124.41
51170	Alabama Peace Officers Annuity	160	01/06/2023	\$60.00
51171	Alsco - Birmingham	1438	01/06/2023	\$74.41
51172	Annette Manning	2070	01/06/2023	\$269.98
51173	Arpa	2077	01/06/2023	\$225.00
51174	Autozone	1005	01/06/2023	\$233.60
51175	Baker & Taylor Entertainment	208	01/06/2023	\$42.88
51176	Bound Tree Medical, Llc	772	01/06/2023	\$720.11
51177	Bradford W. Caraway	2121	01/06/2023	\$311.54
51178	Central Alabama Training	1685	01/06/2023	\$749.00
51179	Dolphin Pest Control	62	01/06/2023	\$127.00
51180	Express Oil Change Llc	66	01/06/2023	\$93.59
51181	Homewood Sporting Goods	3242	01/06/2023	\$4,510.00
51182	Kessler's Pharmacy	724	01/06/2023	\$22.89
51183	Kyocera Document Solutions	1498	01/06/2023	\$92.70
51184	Legal Aid Society	152	01/06/2023	\$1,500.00
51185	Liberty National	832	01/06/2023	\$612.69
51186	Municipal And Commercial Uniform And Equipment, Inc.	134	01/06/2023	\$704.60
51187	Municipal And Commercial Uniform And Equipment, Inc.	134	01/06/2023	\$1,188.75
51188	Nexair, Llc	23	01/06/2023	\$60.02
51189	O'rear Hardware	1855	01/06/2023	\$272.66
51190	O'reilly Auto Parts	1613	01/06/2023	\$183.92
51191	Quill	76	01/06/2023	\$1,169.23
51192	Republic Services Mt Olive Msw	2033	01/06/2023	\$3,227.30
51193	Robert J Young Company	1681	01/06/2023	\$8.00
51194	The Sports Spot	2015	01/06/2023	\$1,520.00
51195	United Way Of Central Alabama	241	01/06/2023	\$48.33
51196	United Way Of Central Alabama	241	01/06/2023	\$30.00
51197	Wells Fargo Financial Leasing	1315	01/06/2023	\$230.66
51198	Williams, Glen	3243	01/06/2023	\$223.87
51199	Willie Dove Door Company	1393	01/06/2023	\$150.00

Bank Total: \$20,138.90
Bank Payment Count: 32

System: 1/5/2023 10:42:12 AM
 User Date: 1/5/2023

City of Tarrant Electric Depar
 COMPUTER CHECK REGISTER
 Payables Management

Page: 1
 User ID: jcash

Batch ID: CHK01052023
 Batch Comment:

Audit Trail Code: PMCHK00000927
 Posting Date: 1/5/2023

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
41859	1/5/2023	00000000000011823	001756	SHUKRI MUWAKKIL	\$540.00
41860	1/5/2023	00000000000011824	1601	ATKINS & GOOLSBY, INC	\$1,195.30
41861	1/5/2023	00000000000011825	20	AAA ENVIRONMENTAL SERVICE	\$244.55
41862	1/5/2023	00000000000011826	4395	EXCELERON SOFTWARE LLC	\$2,006.65
41863	1/5/2023	00000000000011827	44	AIR SOLUTIONS	\$386.00
41864	1/5/2023	00000000000011828	461	FEDEX	\$111.61
41865	1/5/2023	00000000000011829	840	OFFICE DEPOT	\$58.62
41866	1/5/2023	00000000000011830	911	QUILL CORPORATION	\$340.71
41867	1/5/2023	00000000000011831	989	SHRED-IT USA	\$103.37
41868	1/5/2023	00000000000011832	CSM003451	JOHNNIE SEELBACH	\$224.82
Total Checks: 10					Checks Total: \$5,211.63

System: 1/12/2023 1:35:09 PM
 User Date: 1/12/2023

City of Tarrant Electric Depart
 COMPUTER CHECK REGISTER
 Payables Management

Page: 1
 User ID: jcash

Batch ID: CHK01122023
 Batch Comment:

Audit Trail Code: PMCHK00000928
 Posting Date: 1/12/2023

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
					\$540.00
41869	1/12/2023	00000000000011835	001756	SHUKRI MUWAKKIL	\$500.00
41870	1/12/2023	00000000000011836	0575	QUADIENT	\$561.48
41871	1/12/2023	00000000000011837	10201	AT&T Mobility	\$277.20
41872	1/12/2023	00000000000011838	1035	SOUTHEASTERN TESTING LAB	\$115.20
41873	1/12/2023	00000000000011839	1038	Southern Gas & Supply, Inc	\$29,623.47
41874	1/12/2023	00000000000011840	1120	CITY OF TARRANT	\$1,997.42
41875	1/12/2023	00000000000011841	1220	VANGUARD ALLIANCE	\$161.94
41876	1/12/2023	00000000000011842	132	AMERICAN FIDELITY ASSURANCE	\$151.40
41877	1/12/2023	00000000000011843	134	VISION SERVICE PLAN	\$90.00
41878	1/12/2023	00000000000011844	1391	DOLPHIN PEST CONTROL	\$360.00
41879	1/12/2023	00000000000011845	15700	SOUTHERN CASH SOLUTION	\$80,502.00
41880	1/12/2023	00000000000011846	1700	BYARS/ WRIGHT INC.	\$270.00
41881	1/12/2023	00000000000011847	2204	KENNETH OLIVER	\$10,190.60
41882	1/12/2023	00000000000011848	281	CAPE ELECTRICAL SUPPLY LLC	\$46.44
41883	1/12/2023	00000000000011849	34	AMERICAN FAMILY LIFE ASSURANCE	\$8,371.80
41884	1/12/2023	00000000000011850	430	ELECTRIC CITIES OF ALA.	\$6,489.00
41885	1/12/2023	00000000000011851	688	MUNICIPAL WORKERS COMP. FUND	\$270.00
41886	1/12/2023	00000000000011852	8427	LARVELL M. STEWART	\$268.96
41887	1/12/2023	00000000000011853	854	O'REAR HARDWARE	\$630.56
41888	1/12/2023	00000000000011854	9109	QUALITY PETROLEUM OF ALABAMA	\$117.47
41889	1/12/2023	00000000000011855	CSM006359	JESSICA R BAKER	
Checks Total:					\$141,534.94

Total Checks: 21

CITY OF TARRANT
VOUCHER LIST
WEDNESDAY, JANUARY 18, 2023

GENERAL FUND

51157-51167	ACCOUNTS PAYABLE RUN	\$ 26,684.68
51168-51199	ACCOUNTS PAYABLE RUN	\$ 20,138.90

NET PAYROLL

1/6/2023	PAY PERIOD 12/17/2022-12/30/2022	\$ 128,046.70
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Date/Time: 12/29/2022 4:22 PM

City of Tarrant
Payment Register

User:

Stephanie Cade
Page 1 of 1

<u>Bank Name</u>	<u>Bank Number</u>				
General Fund					
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>	
51157	American Fidelity Assurance	1730	12/29/2022	\$1,689.32	
51158	American Fidelity Assurance	1731	12/29/2022	\$431.91	
51159	Andre Bitten	3241	12/29/2022	\$150.00	
51160	Blue Cross And Blue Shield	140	12/29/2022	\$2,600.40	
51161	J.T. Smallwood, Tax Collector	237	12/29/2022	\$2,864.37	
51162	Liberty National	832	12/29/2022	\$376.36	
51163	Quill	76	12/29/2022	\$624.52	
51164	Retail Acquisition &	908	12/29/2022	\$3,227.30	
51165	Sun Life Financial	1848	12/29/2022	\$632.10	
51166	Tarrant Board Of Education	164	12/29/2022	\$13,959.40	
51167	Texas Life Insurance Co.	1801	12/29/2022	\$129.00	
			Bank Total:	\$26,684.68	
			Bank Payment Count:	11	