

#### CITY COUNCIL REGULAR MEETING

CITY HALL, COUNCIL CHAMBERS February 20, 2023 at 7:00 PM

#### **AGENDA**

- 1. CALL TO ORDER
- 2. PLEDGE & PRAYER
- 3. ROLL CALL
- 4. APPROVAL OF MINUTES February 06, 2023
- 5. COMMUNICATIONS FROM THE MAYOR
- 6. COMMITTEE REPORTS
- 7. OLD BUSINESS
  - <u>A.</u> Resolution No. 8985 Resolution Authorizing the Mayor to Execute a Transit Service Agreement between the City of Tarrant and the Birmingham-Jefferson County Transit Authority d/b/a MAX Sponsored by Mayor Wayman Newton
- 8. NEW BUSINESS
- 9. PUBLIC COMMENTS
- 10. VOUCHERS & EXPENSES
- 11. ADJOURN

# CITY OF TARRANT COUNCIL MEETING MINUTES FEBRUARY 6, 2023 TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday, February 6, 2023, at 7:00PM at City Hall.

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

Chief of Police Wendell Major led those in attendance in the Pledge of Allegiance. Fire Lt. Patrick Bennett 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 Veronica Bandy Freeman Mayor Wayman A. Newton Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Councilor Deborah "Debbie" Matthews was absent.

A quorum was determined to be present for the meeting.

The minutes from the January 18, 2023, regularly scheduled council meeting were presented for review and approval. Councilor Freeman corrected the minutes to reflect that she had requested the delivery of the agenda at her home as passed by the city council along with additional e-mail documents that she requested from the Mayor, and the Mayor declined to deliver the agenda to her home. Councilor Threadford requested a second correction on page three (3) to change Lynnfield Circle to "Infield Circle." Councilor Threadford moved to approve the minutes as amended. Councilor Anderson seconded the motion. Mayor Newton called for a roll call vote.

Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to approve the minutes as amended was adopted, and the minutes for the January 18, 2023, council meeting were approved as amended.

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

The list of eligibles for the Fire Chief position was circulated to the council members present.

The Mayor also circulated a copy of the financial status of the accounts of the City as of February 6, 2022, to the council.

This ended the communications from the Mayor's office.

The Mayor next asked for any communications from the city councilors present.

Councilor Bryant inquired as to the progress of the dam construction funded by the FEMA grant. The Mayor advised in the deadline was in April some time, but that, subject to weather, the project was expected to be completed in the coming weeks well in advance of the FEMA funding deadline. Once completed, a final inspection would also be required.

This ended the communications from the city councilors.

There were no matters for the council to consider in executive session.

The Mayor then called for committee reports.

No committee reports were made.

The city council next considered old business.

Councilor Threadford introduced Resolution No. 8981, A Resolution Declaring Public Nuisance and Authorizing Abatement for Property Located at 653 Springdale Road, Tarrant, AL 35217. After introducing Resolution 8981, Councilor Threadford moved to withdraw the resolution which was seconded by Councilor Anderson. Mayor Newton called for a vote.

Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

None

Not Voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to withdraw Resolution 8981 was agreed to, and the Resolution withdrawn.

Councilor Bryant introduced Resolution No. 8982, A Resolution Declaring Public Nuisance and Authorizing Abatement for Property Located at 92 Long Street, Tarrant, AL 35217. After introducing the resolution, the Mayor opened a public hearing on the matter. No one came forward to speak for or against the item. The Mayor then closed the public meeting after a reasonable time to allow those present to speak on the resolution.

After introducing Resolution 8982, Councilor Bryant moved to adopt Resolution 8982. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to adopt Resolution 8982 was agreed to, and the resolution adopted.

Councilor Threadford introduced Ordinance No. 1153, An Ordinance to Establish the Powers of the Superintendent of the City Electric Department. After reading the ordinance for a second time, Councilor Threadford moved to adopt Ordinance No. 1153. Councilor Freeman seconded the motion. After a brief discussion, Mayor Newton called for a vote.

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being one (1), the motion to adopt Ordinance No. 1153 was agreed to, and the Ordinance was adopted.

Councilor Threadford introduced Resolution No. 8985, A Resolution Authorizing the Mayor to Execute a Service Request Form Between the City of Tarrant and the Birmingham-Jefferson County Transit Authority. After introducing the resolution, Councilor Threadford moved to table Resolution 8985. Councilor Freeman seconded the motion. Mayor Newton clarified that he received an e-mail on January 20, 2023, at 7:27 A.M. requesting the agreement appended as part of the resolution be signed and returned. Then, Mayor Newton then called for a vote.

Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one member not voting, the motion to table Resolution 8985 was agreed to, and the Resolution tabled.

Councilor Bryant introduced Resolution No. 8986, A Resolution Directing the Attendance of the City of Tarrant Electric Department Principal Accountant at the Second Scheduled Council Meeting of Each Month to Present the City of Tarrant Electric Department's Current Account Balance and Financial Status. After reading the resolution, Councilor Bryant moved to amend the resolution to change the word "principal" to "senior" before accountant in the introduction, in section 4, in section 5, and in section 6 of the Resolution. Mayor Newton seconded the motion to amend the resolution. Mayor Newton then called for a vote on the amendment.

Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one member not voting, the motion to amend Resolution 8986 was agreed to and the resolution amended.

Next, Councilor Bryant moved to adopt Resolution 8986 as amended. Councilor Threadford seconded the motion. Mayor Newton then called for a vote.

Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one member not voting, the motion to adopt Resolution 8986 was agreed to, and the Resolution adopted.

Councilor Bryant introduced Resolution No. 8987, A Resolution Directing the Attendance of the City of Tarrant Principal Accountant at the Second Scheduled Council Meeting of Each Month to Present the City of Tarrant's Current Account Balance and Financial Status. After reading the resolution, Councilor Bryant moved to adopt Resolution 8987. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being one (1), the motion to adopt Resolution 8987 was agreed to, and the Resolution adopted.

Councilor Threadford introduced Resolution No. 8988, A Resolution Declaring Public Nuisance and Authorizing Abatement for Property Located at 2317 Etowah Street, Tarrant, AL 35217. After

introducing the Resolution, Councilor Threadford moved to table Resolution No. 8988. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

#### Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one member not voting, the motion to table Resolution 8988 was agreed to, and the Resolution tabled.

Councilor Freeman introduced Resolution No. 8989, A Resolution Declaring Public Nuisance and Authorizing Abatement for Property Located at 2133 Weatherly Avenue, Tarrant, AL 35217. After introducing the resolution, Councilor Freeman moved to withdraw the resolution. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

#### Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one member not voting, the motion to withdraw Resolution 8989 was agreed to, and the Resolution withdrawn.

Councilor Anderson introduced Resolution 8990, A Resolution Declaring Public Nuisance and Authorizing Abatement for Property Located at 1804 Springfield Street, Tarrant, AL 35217. After introducing the resolution, Councilor Anderson moved to table the resolution. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

#### Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one member not voting, the motion to table Resolution 8989 was agreed to, and the Resolution tabled.

Councilor Anderson introduced Resolution 8991, A Resolution Declaring Public Nuisance and Authorizing Abatement and Enforcement of City Ordinances. After reading the resolution, the Mayor opened a public meeting for anyone in attendance to speak for or against this item. Several individuals living on Owen Street were present. Mr. and Mrs. Parker addressed the council on behalf of those in attendance in support of the resolution. No one spoke against the resolution. Then, the Mayor closed the public hearing. Councilor Anderson then moved to adopt Resolution No. 8991. Councilor Bryant seconded the motion. Mayor Newton then called for a vote.

Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one member not voting, the motion to adopt Resolution 8991 was agreed to, and the Resolution adopted.

Councilor Anderson next introduced Resolution No. 8992, A Resolution Declaring Public Nuisance and Authorizing Abatement for Property Located at 2200 Etowah Street, Tarrant, AL 35217. After introducing the resolution, Councilor Anderson moved to withdraw the resolution, Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Veronica Bandy Freeman Councilor Catherine "Cathy" Anderson Councilor Traci B. Threadford Councilor John T. "Tommy" Bryant

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one member not voting, the motion to withdraw Resolution 8992 was agreed to, and the Resolution withdrawn.

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

First, Mr. Chuck addressed the city council regarding the truck traffic in and through Brummitt Heights to the landfill regarding safety concerns with the operators of those trucks.

Second, Mr. and Mrs. Parker addressed the council regarding the dumping of garbage and littering on Owen Street and along East Lake Blvd. They expressed appreciation for the council's action in passing Resolution 8991.

Third, Ms. Winifried Dill addressed the council regarding various matters including emergency response from Tarrant Fire Department, dumping at specific locations throughout the City, and the street cameras which may be able to be placed in certain areas to address the dumping issue.

Fourth, Mr. Chuck Winborn addressed the council regarding concern of rental property in neighborhoods being used for section 8 housing.

Fifth, Ms. Evelyn Boykin, a resident of Birmingham part of Brummitt Heights, addressed the council regarding damage to the tire of her vehicle from a pot hole in the road. She requested reimbursement for the amount to fix and repair the tire.

Sixth, Mr. Murray, a former city employee, addressed the council regarding the issues surrounding his termination of employment and requesting job back.

This concluded the comments from the public.

Councilor Freeman left the council chambers following the public comments.

Councilor Threadford moved to approve the vouchers as presented. Councilor Anderson seconded the motion. A voice vote was taken with all present being in favor of approval. The vouchers 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 8:39PM.

Respectfully submitted,

Michael Brymer

Acting City Clerk for the February 6, 2023, City Council Meeting

READ AND APPROVED this the 20th day of February 2023.

OFFICIAL SEAL

ATTEST:

Acting City Clerk

#### CITY COUNCIL OF CITY OF TARRANT, ALABAMA

#### **RESOLUTION NO. 8985**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SERVICE REQUEST FORM BETWEEN THE CITY OF TARRANT AND THE BIRMINGHAM - JEFFERSON COUNTY TRANSIT AUTHORITY

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, February 6, 2023 at 7:-- pm as follows:

Section 1. That the Mayor is hereby authorized to sign a Service request Form between the City of Tarrant and the Birmingham-Jefferson County Transit Authority; and

Section 2. That said agreement shall be for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023; and

Section 3. That the costs of this agreement shall not exceed those expressly stated in the FY2023 Transit Service Agreement; and

Section 4. That the costs of this agreement shall be paid from the City of Tarrant's operating budget.

Section 5. That a copy of said agreement is attached hereto as Exhibit A and made a part hereof.

ADOPTED AND APPROVED THIS THE 6th DAY OF FEBRUARY, 2023

APPROVED:

Wayman Newton, Mayor

ATTEST: Michael Brimer, Acting

, Acting City Clerk

O OFFICIAL

#### CERTIFICATION OF CITY CLERK

STATE OF ALABAMA) JEFFERSON COUNTY)

I, Michael TS-yme , 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 day of February, 2023 while in regular session on Monday, February 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 \_\_\_\_\_ day of February, 2023.

, Acting City Clerk

# EXHIBIT A

Executive Director Charlotte Shaw



Board Chair Theodore "Ted" Smith

Honorable Wayman Newton, Mayor City of Tarrant, Alabama 1133 East Lake Blvd. Tarrant, Alabama 35217

Dear Mayor Newton:

It is our pleasure to continue providing transit services to the City of Tarrant, Alabama for Fiscal Year 2023 (October 1, 2022, through September 2023). Enclosed is the Transit Service Agreement outlining the terms of those services. We have also enclosed the following:

- Schedule of Services (EXHIBIT A)
- City of Tarrant Ridership Report Card

The Transit Services Agreement is the formal contract between the Birmingham-Jefferson County Transit Authority and the City of Tarrant, Alabama, which provides details of the terms of our agreement for providing transit services during Fiscal Year 2023.

The Schedule of Services outlines the pick-up times for stops on those routes servicing your city. The Ridership Report Card, a new report we are excited to present, provides ridership data and several key metrics regarding the Fixed Route and Paratransit services we offer you and provides depth and insight about transit services in your city.

Finally, we appreciate the opportunity to have partnered with your city for many years and our desire is to "Move Transit Forward" in the region as we continue to enhance the services we provide to your citizens and businesses.

Sincerely,

Charlotte Shaw, Executive Director/CEO

# TRANSIT SERVICE AGREEMENT FY 2023

by and between

# BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY d/b/a MAX (BJCTA)

and

#### CITY OF TARRANT

relating to providing Transit Service in Tarrant, Alabama

October 1, 2022

#### BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY TRANSIT SERVICES AGREEMENT

This Transit Services Agreement (the Agreement) is by and between the BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY (the "BJCTA"), a public corporation organized under the laws of the state of Alabama and the CITY OF TARRANT, ALABAMA (the City), a municipal corporation organized under the laws of the state of Alabama.

#### Recitals:

WHEREAS, the BJCTA was established by Alabama Legislative Act No. 1971-993 to provide mass public transportation services and repealed by Alabama Legislative Act No.2013-380 (the Act) to expand and improve mass public transportation services in Jefferson County, Alabama; and

WHEREAS, Alabama Legislative Act No.2013-380 (the Act) provides that the annual amount to be paid by each municipality which elects to be served by the BJCTA shall be ascertained by multiplying the total projected hours of operation in such municipality for the forthcoming fiscal year, times the cost per hour of operation set forth by the BJCTA, based upon the certified routes and times; and

WHEREAS, the Act provides that the annual amount to be paid by the City shall be certified by the BJCTA to the Jefferson County Tax Collector, its Revenue Commissioner or Director of Revenue; and

WHEREAS, the City elects and requests transit services from the BJCTA in accordance with the Act; and

WHEREAS, the BJCTA desires to provide such transit services to the City.

NOW, THEREFORE, in consideration of the premises, in accordance with Alabama Act 2013-380 and the foregoing recitals; and other good and valuable consideration contained herein, the City and the BJCTA (the Parties) agree as follows:

**DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise, or another definition is expressly provided in this Agreement:

Shall mean this Transit Service Agreement, as the same may be **Agreement** amended from time to time. Shall mean the revenue Transit Service to be provided by BJCTA in Transit Service and to the Service Area as set forth in this Agreement. Shall mean the cost incurred by BJCTA to provide the Transit Cost of Transit Service, during the period October 1, 2022 through September 30, **Service** 2023. Shall mean Jefferson County. County Shall mean the Alabama Department of Transportation.

<u>ALDOT</u>

FTA Shall mean the Federal Transit Administration.

Service Area Shall mean the area SERVED BY BJCTA.

Service Schedule Shall mean the frequency, times and stops for the Transit Service to

be provided by BJCTA, as set forth and described in paragraph 5

below.

2. PROVIDING OF TRANSIT SERVICE. Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, BJCTA agrees to provide the Transit Service in the Service Area. In regard to providing said Transit Service, the obligation of BJCTA is subject to the following:

(a) Federal, state and local regulations applicable to BJCTA including, but not limited to, the rules and regulations promulgated from time to time by ALDOT and/or FTA as applicable to BJCTA;

(b) All conditions beyond the reasonable control of BJCTA including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;

(c) The changing transportation needs of the City to the extent BJCTA can accommodate such needs; and

The times set forth in this Agreement and other matters regarding the providing of Transit Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by BJCTA, including matters associated with traffic, accidents, etc.

3. <u>TERM</u>. This Agreement shall be effective as of the date hereof <u>October 1, 2022</u> (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before <u>September 30, 2023</u> (the "<u>Expiration Date</u>"), which is the funding period for providing the Transit Service as set forth in <u>Exhibit "A"</u> attached hereto.

No later than March 1<sup>st</sup> of each year, the City shall file a written request for service setting forth the routes and frequency of service requested.

#### 4. TERMINATION.

- a. <u>Termination at Will</u>. This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- b. <u>Termination Due to Lack of Funds</u>. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the City or BJCTA may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the City. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- writing, either party shall, in order to terminate this Agreement for breach, give the other party and the City written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt

requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the City or BJCTA right to remedies at law or to damages.

- 5. <u>SERVICE PLAN RECOMMENDATION FORM</u>. Attached hereto as <u>Exhibit "A"</u> is a summary (span of service, headways, hours, hourly rate and cost) of the routes to be provided. This schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated levels of service. During the term of this Agreement, BJCTA, after discussion with the City, may adjust the schedule to better accommodate the overall Transit Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then BJCTA, in cooperation with the City, could move that Bus Stop to a safer location.
- 6. PAYMENT FOR TRANSIT SERVICE. The City agrees to pay the BJCTA \$53,077.73 for providing transit services for the forthcoming fiscal year beginning October 1, 2022 through September 30, 2023. This sum represents 644.46 service hours of Fixed Route transit services, as requested, at a rate of \$82.36 per hour. Invoices shall be billed at the beginning of each month in advance of the service being rendered. Payments are due the first day of each month and are considered late after the 15<sup>th</sup> day of the month.

If the City fails to make any monthly payment by the 15<sup>th</sup> day of the month as outlined above, the payment shall be deemed past due. Interest at 1.5% per month shall accrue daily on the past due amount, from the past due date until the date paid.

In that regard, the parties do hereby agree as follows:

a. For the purpose of invoicing, BJCTA will send monthly invoices and related matters to THE City at the following address:

Attention: City Clerk City of Tarrant 1604 Pinson Valley Parkway Tarrant, Alabama 35217

- b. In any event, the obligation of BJCTA to provide the Transit Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.
  - 7. **SECURITY DEPOSIT**. No security deposit is required of the City under this Agreement.
- 8. <u>ADVERTISING</u>. The parties are aware and understand that BJCTA undertakes an advertising program on its buses and that BJCTA also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Transit Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses with this background:

- c. BJCTA will be entitled to place on the buses which it uses to provide the Transit Service, advertising from time to time.
- d. BJCTA shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Transit Service.

The foregoing assignments and other matters regarding the buses in the Transit Service will be subject in all respects to all applicable laws including FTA and ALDOT requirements.

- 9. <u>BOND</u>. The City shall not be required to furnish BJCTA with any bond or other collateral conditions for the faithful performance of the duties and due accounting for all monies received from the City under this Agreement.
- 10. <u>NON-ASSIGNABILITY</u>. This Agreement is not assignable by either Party without the prior written consent of the other Party.
- 11. <u>RELATIONSHIP OF OTHER PARTIES</u>. The Parties are aware and agree that the relationship between BJCTA and the City under this Agreement shall be that of an independent contractor and not an agent.
- 12. <u>NO THIRD-PARTY BENEFICIARY</u>. This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise.
- 13. <u>NOTICE</u>. Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth below, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth below and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

BJCTA:

Charlotte Shaw

Executive Director/CEO

Birmingham-Jefferson County Transit Authority

1801 Morris Avenue 2<sup>nd</sup> FL Birmingham, AL 35203

Copy:

Glenn Dickerson

Chief Financial Officer

Birmingham-Jefferson County Transit Authority

1801 Morris Avenue 2<sup>nd</sup> FL Birmingham, AL 35203

CITY:

The Honorable Wayman Newton, Mayor

City of Tarrant

1604 Pinson Valley Parkway

Tarrant, AL 35217

Either party may change the address to which any notices are to be given by so notifying the other party to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Jefferson County, Alabama. Each party expressly waives any right to a jury trial.

#### 15. MISCELLANEOUS CLAUSES.

- e. <u>Sovereign Immunity</u>. Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Alabama. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Transit Service, or otherwise shall in any way whatsoever constitute any waiver by BJCTA or the City of its rights to invoke sovereign immunity as a governmental entity.
- f. <u>Force Majeure</u>. The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of BJCTA, government regulations and directives applicable to it.
- g. <u>Time of Essence</u>. The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Transit Service, that is subject to the qualifications set forth in this Agreement.
- h. <u>Legal Obligations</u>. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- i. <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- j. <u>Benefits of Service</u>. The Payments to be paid by the City to BJCTA are net, and shall not be reduced based upon any other funding or benefits that BJCTA may receive including, but not limited to, ad valorem taxes, other contributions by the City and any funding that BJCTA receives from the FTA as a part of its overall ridership total.
- k. <u>No Oral Modification</u>. The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- 1. <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

- m. <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.
- n. <u>Adjustment of Bus Routes</u>. The parties are aware and understand that with respect to any adjustment or modification of Transit Service, BJCTA will be required to follow State and Federal guidelines relating to adjustments and modification of Transit Service. This will generally require a minimum of sixty (60) days in order to provide various required public notices.
- i. <u>Capital Requirements (i.e., Buses)</u>. BJCTA has generally planned for adequate buses to provide the Transit Service. If, at any time, BJCTA experiences a material shortfall or lack of buses to provide the Transit Service, BJCTA will immediately discuss with the City such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of BJCTA and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve BJCTA moving buses from its other public routes. BJCTA, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.
- aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Transit Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the City is aware and specifically understands that the scope and quantity of the Transit Service being made available to it, is based upon the amount received from the city. Thus, for example, if the City should fail to pay the requisite Payments, BJCTA could seek to enforce that payment but, at its option, could also reduce in its discretion the Transit Service specifically within the Service Area.
- p. <u>Service Within and Outside the Service Area</u>. The Transit Service to be provided by BJCTA under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in <u>Exhibit "A"</u>. BJCTA is not obligated to provide the Transit Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.
- q. <u>Independent Contract as To Employees of BJCTA</u>. BJCTA is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. BJCTA will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.
- 16. **BOARD APPROVAL.** This Agreement is subject to the approval by the BJCTA Board of Directors.
- 17. <u>COMPLETE AGREEMENT</u>. This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and

it may not be amended, changed or modified except by in writing and signed by the party to be charged by said amendment, change or modification subject to the following:

- r. Modifications that are anticipated to result in no increase to BJCTA's operational cost per revenue hour (see Cost of Transit Service) require only the concurrence of the BJCTA's Executive Director and the approval of the City.
- s. Modifications that are anticipated to result in an increase to BJCTA's operational cost per revenue hour (see Cost of Transit Service) require the approval of the BJCTA's Board of Directors and the City.

(THIS SECTION IS LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the Parties have hereunto executed this Transit Service Agreement the day and year first above written. **CITY OF TARRANT** Attest: By CITY OF TARRANT, MAYOR OR AUTHORIZED OFFICIAL (Signature of Authorized Official) Date:\_\_\_\_\_ **BIRMINGHAM-JEFFERSON COUNTY** TRANSIT AUTHORITY By: CHARLOTTE SHAW Executive Director/CEO Date: This Agreement has been reviewed as to form by legal counsel for BJCTA. This confirmation is not to be relied upon by any person other than BJCTA.

FUSTON, PETWAY & FRENCH

G. Courtney French, Esq., Partner

# TARRANT CITY RIDERSHIP REPORT CARD



X max Marketty &

12

Estimated number of bus stops in Tarrant City 9

Number of trips made each weekday 23.77

Average amount of miles traveled on the route per weekday ROUTES

22 🖣 Tarrant

## ABOUT THIS REPORT

This report presents the various metrics used to help gauge the effectiveness of public transportation in Tarrant City. Each route is summarized independently on the following pages.





needed to operate per day

**10,799** Total riders in 2021



8,541

Total riders in 2022

Jan 2022 - Sept 2022

#### KEY PERFORMANCE INDICATORS

Accessibility & Safety	Route Reliability	Route Frequency	Customer Satisfaction
lider's ease of g		DEVELOPING O	JUD WOT/ - Ja

A.A

#### AREAS FOR GROWTH

Microtransit

Workforce



Service Delivery



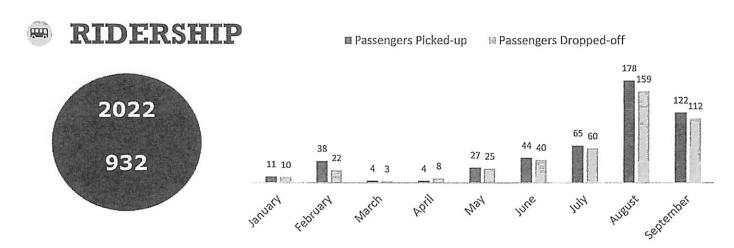


# Paratransit Service

X Francis >> max Mac Mobility & On Demand Service

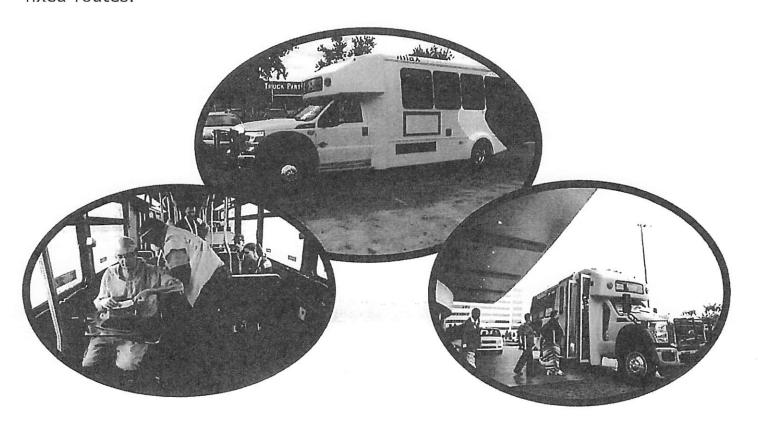
#### RIDERSHIP REPORT

Service Hours: Weekday - Saturday 4:00 am - 11:00 pm • Sunday - No Service



#### **MAX SERVICE AREA**

MAX Service Area? ADA paratransit is provided to residents of the Birmingham and Surrounding Metro Area who are ADA eligible in accordance with the ADA regulations on eligibility. The origin and destination of each trip must be within the MAX service area which includes a ¾ mile corridor which surrounds the regular fixed-routes.



# ROUTE 22 Tarrant

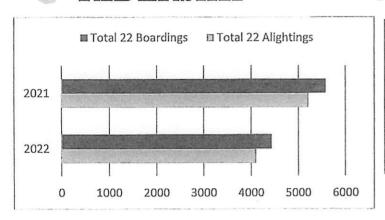
RIDERSHIP REPORT

9

Service Hours: Monday - Friday 5:15 am - 8:00 pm • No Saturday or Sunday Service

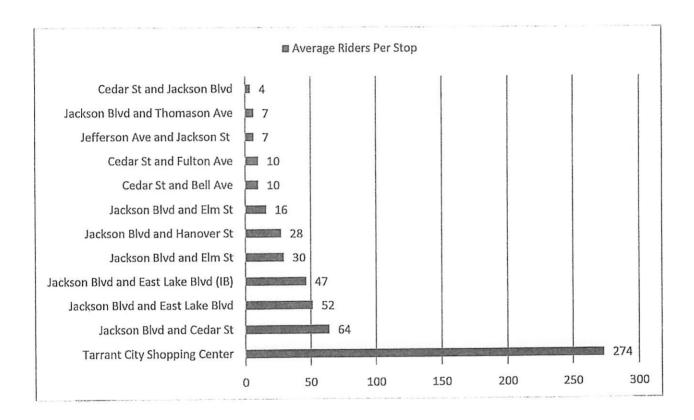
#### RIDERSHIP

## **BY THE NUMBERS**



2021 2022
5,218 4,106
Total Alightings Total Alightings
5,581 4,435
Total Boardings Total Boardings

## Average Riders Per Stop (2022)



#### DEFINITIONS

Boarding: Riders getting onto the bus

Alighting: Riders getting off the bus

# 22 Tarrant

Weekday

#### OUTBOUND

#### INBOUND

Run No	Central Station	10th & Coosa	43rd & 43rd	Tarrant Shopping Ctr	Tarrant Shopping Ctr	43rd & 43rd	10th & Coosa	Central Station
2201	-	-	-	-	515 AM	527 AM	539 AM	559 AM
2201	604 AM	616 AM	628 AM	648 AM	654 AM	706 AM	718 AM	738 AM
2201	743 AM	755 AM	807 AM	827 AM	833 AM	845 AM	857 AM	917 AM
2201	922 AM	934 AM	946 AM	1006 AM	1012 AM	1024 AM	1036 AM	1056 AM
2201	1101 AM	1113 AM	1125 AM	1145 AM	1151 AM	1203 PM	1215 PM	1235 PM
2211	1240 PM	1252 PM	104 PM	124 PM	130 PM	142 PM	154 PM	214 PM
2211	219 PM	231 PM	243 PM	303 PM	309 PM	321 PM	333 PM	353PM
2211	358 PM	410 PM	422 PM	442 PM	448 PM	500 PM	512 PM	532 PM
2211	537 PM	549 PM	601 PM	621 PM	627 PM	639 PM	651 PM	711 PM
2211	716 PM	728 PM	740 PM	800 PM	~	-	-	-

# CITY OF TARRANT

#### VOUCHER LIST MONDAY, FEBRUARY 20, 2023

#### GENERAL FUND

51289-51324	ACCOUNTS PAYABLE RUN	\$ 53,780.27
5011	ACCOUNTS PAYABLE RUN	\$ 18,062.00
5012	ACCOUNTS PAYABLE RUN	\$ 1,500.00
51325-51356	ACCOUNTS PAYABLE RUN	\$ 77,889.00
NET PAYROLL		
2/17/2023	PAY PERIOD 02/08/2023-02/10/2023	\$ 112,313.96



Date/Time:

City of Tarrant Payment Register

Bank Name	Bank Number			
General Fund			4	
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
51289	Alabama Child Support	37	02/03/2023	\$1,124.41
51290	• •	160	02/03/2023	\$60.00
51290	Alsco - Birmingham	1438	02/03/2023	\$62.88
51292	Annette Manning	2070	02/03/2023	\$269.98
51292	Atkins & Goolsby	1996	02/03/2023	\$1,984.07
51294	Baker & Taylor Entertainment	208	02/03/2023	\$63.29
51295	Birmingham Water Works	16	02/03/2023	\$27.10
51296	Bradford W. Caraway	2121	02/03/2023	\$311.54
•	Byars Wright Inc	2093	02/03/2023	\$8,981.00
51297	-	32	02/03/2023	\$909.19
51298	City Of Tarrant	414	02/03/2023	\$107.00
51299	Coleman, Patrick	14	02/03/2023	\$175.42
51300	Cowin Equipment Company, Inc.	14	,,	
51301	Express Oil Change Llc	66	02/03/2023	\$392.63
51302	Genesis Tire	1291	02/03/2023	\$1,225.99
51303	Goff's Radiator & Electric	25	02/03/2023	\$85.00
51304	Gorrie & Regan	1893	02/03/2023	\$192.50
. 51305	Hand Arendall, L.L.C.	89	02/03/2023	\$283.00
51306	Jefferson County Mayors Association	3247	02/03/2023	\$1,224.80
51307	Keith The Plumber	1817	02/03/2023	\$499.50
51308	Max3 Heating & Air Conditioning	3249	02/03/2023	\$140.00
51309	Municipal And Commercial Uniform And Equipment, Inc.	134	02/03/2023	\$974.95
. 51310	O'rear Hardware	1855	02/03/2023	\$155.56
51311	O'reilly Auto Parts	1613	02/03/2023	\$1,038.81
51312	Odb Company	184	02/03/2023	\$278.08
51313	Pequennas Delicias	3248	02/03/2023	\$219.56
51314	Quadient Leasing Usa, Inc	1922	02/03/2023	\$140.60
51315	Quill	76	02/03/2023	\$725.12
51316	Rent One Lic	2020	02/03/2023	\$555.63
51317	Spire	1704	02/03/2023	\$15.79
51317	Stryker	1905	02/03/2023	<b>\$2,844.00</b>
51319	Tarrant Electric Department	111	02/03/2023	\$25,646.21
,		3209	02/03/2023	\$1,388.12
51320 51321	Tomlin Excavating & Demolition		02/03/2023	\$347.20
		2082	02/03/2023	\$78.86
51322			02/03/2023	\$60.00
51323		1859	02/03/2023	\$1,192.48
51324	Vetox corhoragon	,	Bank Total	\$53,780.27
	•		Bank Payment Count	: 36

User:

Date/Time: 2/10/2023 2:13 PM

City of Tarrant Payment Register

**Bank Number Bank Name** E911 Account **Payment Amount Payment Date Vendor ID Payment Number Vendor Name** \$18,062.00 02/10/2023 2089 Jefferson County 911 Ecd 5011 \$1,500.00 02/10/2023 1887 5012 We R Smart Llc Bank Total: \$19,562.00 **Bank Payment Count:** 2 **Bank Number Bank Name** General Fund **Payment Amount Payment Date Vendor ID Payment Number Vendor Name** \$1,841.45 02/10/2023 R 51325 \$150.00 02/10/2023 Afforable Counseling Therapy & 28 51326 **Employee Assistance Services** \$179.00 02/10/2023 Alabama Peace Officers Annuity 160 51327 \$62.88 02/10/2023 1438 Alsco - Birmingham 51328 \$2,399.52 02/10/2023 1730 51329 American Fidelity Assurance \$1,970.10 02/10/2023 1731 51330 American Fidelity Assurance \$337.29 02/10/2023 51331 407 \$10,015.54 02/10/2023 Birmingham Water Works 16 51332 \$4,423.17 02/10/2023 **BJCTA BIRMINGHAM** 1974 51333 JEFFERSON COUNTY TRANSIT **AUTHORITY** \$311.54 02/10/2023 2121 51334 Bradford W. Caraway \$4,020.64 1978 02/10/2023 51335 **Bsn Sports** \$309.00 02/10/2023 62 Dolphin Pest Control 51336 \$605.59 02/10/2023 Express Oil Change Lic 66 51337 \$186.00 02/10/2023 1291 51338 Genesis Tire \$1,727.10 02/10/2023 1503 Greater Birmingham 51339 \$139.00 02/10/2023 3251 Ivan Colin 51340 \$59.00 02/10/2023 1817 51341 Keith The Plumber \$1,500.00 02/10/2023 152 Legal Aid Society 51342 \$159.31 02/10/2023 832 Liberty National 51343 \$4,496.40 02/10/2023 51344 Mcpherson Alabama Tax 96 Exempt \$155.56 02/10/2023 1613

1132

2020

2091

1141

111

3156

1887

1605

2104

76

60

O'reilly Auto Parts

Quality Petroleum

Republic Services #802

WALDREP STEWART &

KENDRICK, LLP

We R Smart Llc

Shred-It Usa - Birmingham

Tarrant Electric Department

Wells Fargo Vendor Fin Serv

Wright Specialty Insurance

Rent One Llc

Scott Evans

Quill

51345

51346

51347

51348

51349

51350

51351

51352

51353

51354

51355

51356

\$77,889.00 **Bank Total:** 

02/10/2023

02/10/2023

02/10/2023

02/10/2023

02/10/2023

02/10/2023

02/10/2023

02/10/2023

02/10/2023

02/10/2023

02/10/2023

\$5,284.56

\$79.16

\$166.94

\$16.78

\$1.012.37

\$4,989.19

\$7,700.00

\$23,044.75

\$317.10

\$190.76

\$39.30

**Date/Time:** 2/10/2023 2:13 PM

City of Tarrant Payment Register User:

Stephanie Cade Page 2 of 2

Bank Payment Count:

32

#### TARRANT ELECTRIC DEPARTMENT

#### VOUCHER LIST MONDAY, FEBRUARY 20, 2023

#### GENERAL FUND

41925-41936	ACCOUNTS PAYBALE RUN	\$ 4,124.39
41937-41954	ACCOUNTS PAYBALE RUN	\$ 11,024.16
41890-41901	ACCOUNTS PAYBALE RUN	\$ 4,809.83

System: 2/9/2023 User Date: 2/9/2023

9:57:08 AM

City of Tarrant Electric Depar COMPUTER CHECK REGISTER Payables Management

Page: 1 User ID: jcash

Batch ID: Batch Comment: CHK02092023 Audit Trail Code: PMCHK00000932 Posting Date:

2/9/2023

Checkbook ID: EL02

\* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
41925	2/9/2023	00000000000011897	001756	SHUKRI MUWWAKKIL	\$540.00
41926	2/9/2023	00000000000011898	1391	DOLPHIN PEST CONTROL	\$193.00
41927	2/9/2023	00000000000011899	15700	SOUTHERN CASH SOLUTION	\$120.00
41928	2/9/2023	00000000000011900	20	AAA ENVIRONMENTAL SERVICE	\$38.60
41929	2/9/2023	00000000000011901	2204	KENNETH OLIVER	\$540.00
41930	2/9/2023	00000000000011902	281	CAPE ELECTRICAL SUPPLY LLC	\$1,243.00
41931	2/9/2023	000000000000011903	3377	CORDELL SMITH	\$270.00
41932	2/9/2023	00000000000011904	9109	QUALITY PETROLEUM OF ALABAMA	\$709.89
41933	2/9/2023	00000000000011905	989	SHRED-IT USA	\$99.51
41934	2/9/2023	00000000000011906	CSM002291	BARRINGTON REALTY	\$2.32
41935	2/9/2023	00000000000011907	CSM006344	ERIC FRANKLIN	\$348.29
41936	2/9/2023	00000000000011908	CSM101097	AUDREY A GOODGAME	\$19.78
41330	2/ 5/ 2023	0000000000011300	CDMICION		
Total Checks:	12			Checks Total:	\$4,124.39
					=======================================

System: 2/16/2023 User Date: 2/16/2023

12:26:01 PM

City of Tarrant Electric Depar COMPUTER CHECK REGISTER Payables Management

Page: 1 User ID: jcash

Batch ID: Batch Comment:

CHK02162023

Audit Trail Code: PMCHX00000933 Posting Date: 2/16/2023

Checkbook ID: EL02

\* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
41937	2/16/2023	00000000000011910	001756	SHUKRI MUWWAKKIL	\$270.00
41938	2/16/2023	00000000000011911	1035	SOUTHEASTERN TESTING LAB	\$772.40
41939	2/16/2023	00000000000011912	1133	BRANDON MOORE	\$558.15
41940	2/16/2023	00000000000011913	1175	TENNESSEE VALLEY PUBLIC POWER	\$1,236.00
41941	2/16/2023	00000000000011914	1220	VANGUARD ALLIANCE	\$2,075.36
41942	2/16/2023	00000000000011915	17000	TRACIE THREADFORD	\$1,153.00
41943	2/16/2023	00000000000011916	1780	MASSEY, STOTSER & NICHOLS PC	\$1,035.00
41944	2/16/2023	00000000000011917	2204	KENNETH OLIVER	\$540.00
41945	2/16/2023	00000000000011918	301	CINTAS	\$121.30
41946	2/16/2023	00000000000011919	34	AMERICAN FAMILY LIFE ASSURANCE	\$46.44
41947	2/16/2023	00000000000011920	3760	WAYNE R. CURRY	\$270.00
41948	2/16/2023	0000000000011921	47	AIRGAS USA, LLC	\$326.96
41949	2/16/2023	00000000000011922	672	LIBERTY NATIONAL LIFE INSURANC	\$384.35
41950	2/16/2023	0000000000011923	854	O'REAR HARDWARE	\$322.30
41951	2/16/2023	0000000000011924	93	DRURY INN & SUITES	\$853.80
41952	2/16/2023	0000000000011925	983	KIMBALL A. KARMONDI	\$270.00
41953	2/16/2023	0000000000011926	CSM001991	CONTINENTAL REALTY MANAGEMENT	\$222.40
41954	2/16/2023	0000000000011927	CSM006399	DENISHA R ROSS	\$1,024.70
41334	2/10/2023	000000000000011727	GD:10 00000	-	
Total Checks:	18			Checks Total:	\$11,482.16
TOUR CHOCKET					

System: 2/3/2023 8:27:28 AM User Date: 2/3/2023

City of Tarrant Electric Depar VENDOR CHECK REGISTER REPORT Payables Management

Page: User ID: jcash

Ranges: From: Check Number First Vendor ID **First**  To: Last Last Last

From: Check Date 1/19/2023 Checkbook ID First

To: 1/19/2023 Last

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Sorted By: Check Number

Vendor Name First

\* Voided Checks

Check Number		Vendor ID	Vendor Check Name	Check Date	Checkb	ook II	Audit Trail	Code Amount
41890 41891 41892 41893 41894 41895 41896 41897 41898 41899 41900 41901		001756 0575 1175 1240 2204 434 CSM002291 CSM002463 CSM004166 CSM006156 CSM006187 CSM006379	SHUKRI MUWWAKKIL QUADIENT TENNESSEE VALLEY PUBLIC BIRMINGHAM WATER WORKS BOARD KENNETH OLIVER EMERALD TRANSFORMER BARRINGTON REALTY BARBER COMPANIES BLACK DOGS LLC VIVICA DANIELLE HARRIS LARRY TAYLOR GERARDO CABALLERO	1/19/2023 1/19/2023 1/19/2023 1/19/2023 1/19/2023 1/19/2023 1/19/2023 1/19/2023 1/19/2023 1/19/2023 1/19/2023 1/19/2023	EL02 EL02 EL02 EL02 EL02 EL02 EL02 EL02		PMCHK0000092 PMCHK0000092 PMCHK0000092 PMCHK0000092 PMCHK0000092 PMCHK0000092 PMCHK0000092 PMCHK0000092 PMCHK0000092	\$500.00 \$1,566.22 \$105.09 \$270.00 \$99.30 \$346.07 \$125.95 \$177.03 \$108.51 \$83.97
Total Checks:	12	2				Total	Amount of Checks:	\$4,809.83