

**TARRANT CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS
REGULAR MEETING
OCTOBER 16, 2023**

AGENDA

REGULAR SESSION – 7:00PM

- I. CALL TO ORDER**
- II. PRAYER**
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**
- V. APPROVAL OF MINUTES**

Octobe 2, 2023- Regular Meeting

- VI. COMMUNICATIONS FROM THE MAYOR**
- VII. COMMITTEE REPORTS**
- VIII. OLD BUSINESS**

A. **Resolution No. 9055** – A Resolution Authorizing the Purchase and Installation of an Irrigation System for the Soccer Field at Franklin Park.

IX. NEW BUSINESS

A. **Resolution No. 9061** – A Resolution Approving and Authorizing the City of Tarrant Police Department to Enter into Agreement with Lexipol, LLP., A Service ContractoR in Reviewing the City of Tarrant Police Department Annual Law Enforcement Policy Manual, Daily Training Bulletins and Law Enforcement Tier III Implementation.

B. **Resolution No. 9062** – A Resolution Approving Payment of Tarrant Police Foundation for Reimbursement of Expenses from Dewey Barber and Mario’s Garage.

C. **Resolution No. 9063** – A Resolution Establishing and Implementing a Parks and Recreation Advisory Board, to Provide Guidance to the Use and Maintenance of the City’s Parks and Athletics Facilities.

D. **Resolution No. 9064** – A Resolution Authorizing the Mayor to Expend Funds for Christmas Decorations for City Hall.

E. **Resolution No. 9065** – A Resolution Setting December 9, 2023, as the Date for the City of Tarrant Christmas Extravaganza, Setting the Route for the Christmas Parade, and Authorizing Closure of Certain Streets for the Christmas Extravaganza and Parade.

- X. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS**
- XI. VOUCHERS AND EXPENSES**
- XII. PUBLIC COMMENTS**
- XIII. ADJOURN**

CITY OF TARRANT
COUNCIL MEETING MINUTES
OCTOBER 2, 2023
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday October 2, 2023, at 7:00PM at City Hall.

Mayor Wayman A. Newton called the meeting to order at 7:03PM following the council work session that began at 6:00PM to discuss items on the agenda and other matters.

Reverend Gwen Webb lead those in attendance in the invocation. Tarrant City Fire Chief Patrick Bennett lead those present in the Pledge of Allegiance.

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

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Catherine "Cathy" Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews
Mayor Wayman A. Newton

A quorum was determined to be present at the meeting.

The minutes from the September 18, 2023 regularly scheduled council meeting were presented for review and approval. Councilor Freeman acknowledged the minutes to request and add that more recommendations and concerns were verbally referenced in ownest. After review, Councilor Threadford moved to approve the minutes from September 18, 2023 meeting as amended. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Catherine "Cathy" Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) 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 September 18, 2023, council meeting were approved as amended.

The Mayor informed those in attendance that there will be a National Night Out on Wednesday October 4, 2023 from 5:30PM to 7:00PM. This will be hosted by the City of Tarrant Police Department and Fire Department.

The Mayor also thanked the Community and the Council for their input on the last 4th Friday on Ford held on September 20th by updating the compliments received on the appearance of Ford Avenue, the food trucks, face painting, petting zoo etc., and the vocation of coming together as a community. The Mayor continued by reminding all those in attendance of the next 4th Friday on Ford that will be a 'Halloween Trunk or Treat' on Ford Avenue set for October 27, 6:00PM to 9:00PM. Everyone is invited to bring their vehicles and distribute candy from the trunks of their vehicle for this event.

This ended the communications from the Mayor's office.

After the Mayor spoke Tracey elaborated more on the National Night Out for Wednesday October 4, 2023 by informing all in attendance that the event is sponsored by the City of Tarrant Crime Commission alongside the City of Tarrant Police and Fire Departments. Face Painting, Tuscaloosa Barnyard Hotdogs, chips and drinks for the first 300 people, and the longest table in the history of the City of Tarrant at Ford Avenue will be at this event.

This ended the communications from the City Councilors.

The Mayor then called for committee reports.

No reports were made.

The Council next considered old business.

Mayor Newton introduced Ordinance No. 1156, Fire Mitigation on its second reading. There was short discussion that the Fire Mitigation Ordinance needed to be thoroughly analyzed, and that a work session would be needed. Councilor Bryant moved to table Ordinance No. 1156. Councilor Threadford seconded the motion. Mayor Newton then called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Cathy Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table Ordinance No. 1156 was agreed to, and the Ordinance was tabled.

The Council next considered items of new business.

Mayor Newton introduced Resolution No. 9054, A Resolution Authorizing the Mayor to Execute a Service Request Form Between The City of Tarrant and the Birmingham-Jefferson County Transit Authority. There was update on the need to pass the City of Tarrant General Budget for year 2024 before Resolution No. 9054 can be acknowledged. Councilor Threadford moved to table Resolution No. 9054. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Cathy Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution No. 9054 was agreed to, and the Resolution was tabled.

Mayor introduced Resolution No. 9055, A Resolution Authorizing the Purchase and Installation of an Irrigation System for the Soccer Field at Franklin Park. There was discussion and question on Vulcan Park annual financial contribution to Franklin Park. After discussion Councilor Freeman motioned to table Resolution No. 9055. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Cathy Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution No. 9055 was agreed to, and the Resolution was authorized and approved.

Councilor Threadford introduced and read Resolution No. 9056, A Resolution Declaring and Recognizing Wednesday, October 4, 2023, as National Night Out Within the City of Tarrant and Authorizing the Temporary Closure of Ford Avenue for the National Night Out Event. Councilor Threadford motioned to adopt Resolution No. 9056. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Cathy Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution No. 9056 was agreed to, and the Resolution was adopted.

Councilor Bryant introduced Resolution No. 9057, A Resolution Authorizing and Approving the City of Tarrant to Enter into a Textile Rental Agreement with ALSCO Linen Services. Councilor Bryant motioned to adopt Resolution No. 9057. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Cathy Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to authorize Resolution No. 9057 was agreed to, and the Resolution was adopted.

Councilor Bryant introduced Resolution No. 9058, A Resolution Approving Payment of Public Works Purchases Associated with Econo Signs LLC. Councilor Bryant motioned to adopt Resolution No. 9057. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to authorize Resolution No. 9058 was agreed to, and the Resolution was adopted.

Mayor Newton made a motion to amend Resolution No. 9059 for the sum not to exceed \$35k for the purpose of including the City of Tarrant Police Department on to the Resolution regarding the installation of Ballistic glass at City of Tarrant City Hall and the Municipal Court front desk windows. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews
Mayor Wayman A. Newton

Nays:

None

Not voting:

None

The yeas being six (6) and the nays being zero (0) with one (0) member not voting, the motion to amend Resolution No. 9059 was agreed to, and the Resolution was adopted.

Mayor Newton introduced Resolution No. 9059 as amended, A Resolution Authorizing and Approving the Purchase of Ballistic Glass for the City of Tarrant City Hall, Municipal Court and Police Department Front Desk Customer Service Windows not to exceed \$35k. Mayor Newton motioned to authorize and approve Resolution No. 9059 as amended. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews
Mayor Wayman A. Newton

Nays:

None

Not voting:

None

The yeas being six (6) and the nays being zero (0) with one (0) member not voting, the motion to authorize Resolution No. 9059 was agreed to, and the Resolution was adopted.

Mayor Newton introduced Resolution No. 9060, A Resolution Approving and Adopting the City of Tarrant General Fund Budget for the Period Beginning October 1, 2023 and Ending in September 30, 2024. Mayor Newton motioned Resolution No. 9060 to be tabled pending work session scheduled on October 30, 2023 at 6:00PM. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
Councilor Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution No. 9060 was agreed to, and the Resolution was tabled.

Next, the City Council reviewed the Vouchers and Expenses for the City of Tarrant and Tarrant Electric Department for October 2, 2023. Councilor Threadford moved to approve the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for October 2, 2023. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. “Tommy” Bryant
Councilor Tracie B. Threadford
Councilor Cathy Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah “Debbie” Mathews

Nays:

None

The yeas being five (5) and the nays being zero (0), the motion to approve the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for October 2, 2023 was approved, and the motion was adopted

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

First, Ms. Williams. Ms. Williams asked the City of Tarrant Mayor and Council about the house demolition and when the demolitions will begin. The Mayor responded by informing Ms. Williams that the process will begin with letters and that the owners will be given a time frame to respond followed by other legal steps. Ms. Williams responded on the need of immediate demolishing and expressed concern on the time frame it has taken in demolishing the abandoned and condemned homes in the City of Tarrant.

Second, Mr. Threat. Mr. Threat asked the City of Tarrant Mayor and Council about a possible abandoned building that is next to the Flats at Colebridge located at 851 Bell Avenue Tarrant, Alabama. Further, that unknown individuals are entering and leaving the building without consent or authorization. The Mayor informed Mr. Threat that the building is under the School Board and that a request will be made for Mr. Threat to appear at their future meeting.

Third, Reverend Webbs. Reverend Webbs advised and reminded the City of Tarrant Mayor and Council of patience that is needed in re-building the city.

Fourth, Mr. Miller. Mr. Miller publicly declared his respect for the Second Amendment to the United States Constitution. The speaker informed the City of Tarrant Mayor and Council about gunshots heard from outside his home on the Waverly neighborhood during the late Friday and Sunday nights of the previous days. Mr. Miller encouraged the Mayor and Council to address the gun shots heard by brainstorming future solutions to lessen possible 2nd Amendment abuse within the City of Tarrant.

This concluded public comments.

The City of Tarrant discussed concerns on the Public Works Department and the lack of City of Tarrant Police Officers. It was determined that a culture of outsiders come into the City of Tarrant to dump their trash. Council asked Chief Major to resubmit Camera request for problem locations in the City of Tarrant.

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

The meeting was adjourned at 7:51 PM

Respectfully submitted,

L Knight

Dr. Laverne Knight
City Clerk September October 2, 2023
City of Tarrant Council Meeting, Alabama

READ AND APPROVED this the 2nd day of October, 2023.



The City of Tarrant, Alabama

APPROVED: *WN*
WAYMAN NEWTON, MAYOR

ATTEST:

L Knight
Dr. Laverne Knight

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9055

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF AN IRRIGATION SYSTEM FOR THE SOCCER FIELD AT FRANKLIN PARK.

WHEREAS, the City of Tarrant, Alabama (“City”) is responsible for maintaining Franklin Park, a public park lying within the corporate limits of the City; and

WHEREAS, at the park is a soccer field which the City uses to play its recreational soccer league as well as for other purpose commonly used by the citizens of the City; and

WHEREAS, a need has arisen to install an irrigation system on the field in order to insure any sod or seed placed down on the field is properly watered for maintenance and upkeep; and

WHEREAS, the City has received two quotes from area irrigation companies as to the best irrigation system and the costs and installation thereof; and

WHEREAS, having reviewed the quotes, Bibbs Landscape and Lawncare of Birmingham, Alabama, will meet the necessary specifications and requirements for the soccer field, with a total estimate of \$5,500.00; and

WHEREAS, pursuant to section (a) of Act 2023-135 that became effective September 1, 2023, the threshold requiring competitive bids has increased from \$15,000.00 to \$30,000.00, thus eliminating the requirement that this purchase be competitively bid as the quotes are under \$30,000.00; and

WHEREAS, the City Council of the City finds it in the best interest of the health, safety, and welfare of its citizens to authorize the purchase and installation of an irrigation system for the soccer field and Franklin Park from Bibbs Landscape and Lawncare.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, October 16, 2023, at 7:00 p.m. as follows:

Section 1. The above-stated preamble is hereby adopted and incorporated as if fully set out herein.

Section 2. The City is hereby authorized to purchase and install the specified irrigation according to the terms in the quote from Bibbs Landscape and Lawncare that is

attached as Exhibit "A," and the City is authorized to expend funds in the amount of \$5,500.00 for said purpose which shall be paid from the City's General Fund.

Section 3. The Mayor or his designee shall be authorized to complete any necessary paperwork and authorization in order to complete the purchase.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED this the 16th day of October, 2023.



APPROVED: 
WAYMAN NEWTON, MAYOR

ATTEST: 
DR. LAVERNE KNIGHT, CITY CLERK

EXHIBIT A

Quote from Bibbs Landscape and Lawncare

BIBBS LANDSCAPE AND LAWNCARE
914 MARTINWOOD CIR BIRMINGHAM AL 35235

EST

City Of Tarrant Re S. Evans
Park@ Treadwell Rd Birmingham Al 35217

Estimate #

Estimate Date

Item	Description	Unit Price	Quantity
Service	Installation of a 4 zone Sprinkler system for the soccer field and coverage for the trees. Installation of water hose spout for water access.	5500.00	1
NOTES: All materials and labor included. 2yr limited warranty on all materials labor.			
		Subtotal	
		Total	
		Amount Paid	
		Estimate	

EXHIBIT B



September 08, 2023

Contract No. -
124338

2247 Treadwell Road Soccer Field

Installation of a nine zone irrigation system in order to irrigate the 210' x 130' soccer field. Existing water meter near the entrance is to be used as the water source. 1.5" check valve is to be installed in front of the meter. Battery operated irrigation controller powered by a solar panel is to be installed on a 4x4 post in the mulch bed closest to the field. Controller is lockable to prevent tampering. Field will be irrigated by rotors with head to head coverage.

Total \$12,750.00

All provided plant material is covered under a ninety (90) day warranty period with proper maintenance and irrigation. Transplanted materials or plants not covered by irrigation will not be warranted. Any losses due to acts of God (fire, wind, freeze, etc.), deer, dogs or neglect will not be covered under warranty.

This proposal is valid for thirty (30) days. Thereafter, it is subject to change without notice. Payment shall be requisitioned as follows: 100% due upon completion. If payment is not received within thirty (30) days, Customer agrees to pay a 1.5% per month service charge that will accrue on the unpaid balance. The customer has five (5) days to notify LWT in writing of any deficiencies in the work performed.

If this proposal meets with your approval, please sign and return via email or fax. If we may be of further service, please do not hesitate to call.

Upon acceptance and completion of the work described in this proposal, an invoice will be generated by our accounting team and sent to you for payment. Please hold payment until the invoice is received. Including the invoice number on your check will help ensure your payment is applied to the correct account.

Acceptance of
Bid:

Customer Signature

Date

Thank you,

Mitchell Lowe

9/8/2023

Mitchell Lowe

205-422-6998

mlope@landscapeworkshop.com

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, 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 16th day of October, 2023, while in regular session on Monday, October 16, 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 the 16th day of October, 2023.





Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9061

A RESOLUTION APPROVING AND AUTHORIZING THE CITY OF TARRANT POLICE DEPARTMENT TO ENTER INTO AGREEMENT WITH LEXIPOL, LLP., A SERVICE CONTRACTOR IN REVIEWING THE CITY OF TARRANT POLICE DEPARTMENT ANNUAL LAW ENFORCEMENT POLICY MANUAL, DAILY TRAINING BULLETINS AND LAW ENFORCEMENT TIER III IMPLEMENTATION.

WHEREAS, the City of Tarrant challenges public safety and that public safety is constantly evolving requiring adaptation to ensure a solid operational foundation.

WHEREAS, the City of Tarrant, Alabama recognizes the need for the Tarrant Police Departments measurement and evaluations of law enforcements and policy implementations for the purpose of increased public safety, protection and decreased liability insurance costs; and

WHEREAS, the City of Tarrant, Alabama, acknowledges the overall benefits of an annual police department law enforcement and policy review for its visitants, laborers, and all citizens as identified in Exhibit "A"; and

WHEREAS, the City of Tarrant Police Department Chief and Lexicole, LLC enter into agreement subject to the terms and conditions contained in the selected services and associated fees of approximately \$10,642.75 as identified in Exhibit "B."

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, October 16, 2023, at 7:00 p.m. as follows:

Section 1. That the City of Tarrant Police Department Chief is hereby authorized to sign a Service Request and Agreement with Lexipol, LLC for the purpose of guidance and solutions in public safety policy management.

Section 2. That the City of Tarrant is hereby authorized to approve the selected services and associated fees, and the terms and conditions in accordance to Exhibit "A."

Section 3. The City of Tarrant is hereby authorized to approve, and in accordance with the actual amount of \$10,642.75, for the purpose of the specifications contained in purchase requisition Exhibit "B."

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED this the 16th day of October, 2023.

APPROVED: _____
WAYMAN NEWTON, MAYOR

ATTEST: _____
DR. LAVERNE KNIGHT, CITY CLERK

TABLED 10.16.23

EXHIBIT A



MASTER SERVICE AGREEMENT

Agency's Name:	Tarrant City Police Department
Agency's Address:	2593 Commerce Cir POB 170220 Tarrant, Alabama 35217
Agency's Sourcewell Member ID:	176091
Attention:	Chief Wendell Major
Sales Rep:	Allen Payne
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A - Selected Services and Associated Fees**
- (c) **Exhibit B - Terms and Conditions of Service**

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Tarrant City Police Department	Lexipol, LLC
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

TABLED 10.16.23

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Policy and Procedures
(Subscription)

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 11,905.00	5%	USD 595.25	USD 11,309.75
Subscription Line Items Total				USD 595.25	USD 11,309.75
				USD 595.25	USD 11,309.75
Policy and Procedures (Subscription) Sourcewell Discount:					USD 595.25
Policy and Procedures (Subscription) TOTAL:					USD 11,309.75

Implementation (One Time Cost)

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Law Enforcement Standard Policy Cross-Reference	USD 1,387.00	20%	USD 277.40	USD 1,109.60
1	Law Enforcement Agency-Specific Content Extraction	USD 2,743.00	20%	USD 548.60	USD 2,194.40
1	Law Enforcement Tier I Implementation	USD 3,985.00	20%	USD 797.00	USD 3,188.00
1	Law Enforcement Tier II Implementation	USD 3,626.00	20%	USD 725.20	USD 2,900.80
1	Law Enforcement Tier III Implementation	USD 2,802.00	20%	USD 560.40	USD 2,241.60
One-Time Line Items Total				USD 2,908.60	USD 11,634.40
				USD 2,908.60	USD 11,634.40
Implementation (One Time Cost) Sourcewell Discount:					USD 2,908.60
Implementation (One Time Cost) TOTAL:					USD 11,634.40

*Law Enforcement pricing is based on 25 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 100 pages

Discount Notes
5% Sourcewell
20% Implementation

TABLED 10-10-23

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. **Definitions.** Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 **"Agency"** means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 **"Agency Data"** means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 **"Agreement"** means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **"Effective Date"** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 **"Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 **"Lexipol Content"** means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 **"Services"** means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. **Term; Renewal.** This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation.** This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 **For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination.** Upon expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ **Note:** fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.
³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. **Indemnification.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. **Limitation of Liability.** Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Compliance; Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

EXHIBIT B

PURCHASE REQUISITION

VENDOR NO.

LEXIPOL
2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

No. _____

DATE: 14 August 2023

PLEASE NOTE

SHADED AREAS FOR USE BY
PURCHASING DEPT

W. W. Major

ORIGINATOR OF REQUISITION
INDICATE OFFICE TO RECEIVE
FIELD COPIES OF PURCHASE
ORDER.

SHIP TO: CITY OF TARRANT

C/O Police Department, 2593 Commerce Circle

Tarrant,

TRAFFIC YES NO

TAX: 1 1/2% 4% 0 NOT TAXABLE USE BELOW

Local Num/Tr ID Number PO Date/Status Terms

DEPT SHIPPED FROM F.O.B. N.I.P. DATE PROMISED

Date Req'd or See Split Date Req'd Buyer Name Tarrant Police Dept Chief W. W. Major Reference Type

ITEM	ORDER Quantity	DESCRIPTION	PRICE	DISC%	UI	AMOUNT
01	1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	\$11,309.75			\$11,309.75
02	2	Law Enforcement Tier III Implementation	\$2,802.00			\$2,241.60
03	3	Implementation (One Time Cost) Sourcewell Discount		2,903.60		
						\$10,642.75

TABLED 10.16.23

IF USED TO CONFIRM A PURCHASE ALREADY MADE, PLAINLY MARK CONFIRMING, AND ATTACH APPROVED INVOICE REQUISITION CONTROL STAMP

APPROVED - MAYOR

Requested by:

Wendell W. Major

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, 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 16th day of October, 2023, while in regular session on Monday, October 16, 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 the 16th day of October, 2023.

Laverne Knight, City Clerk

TABLED 10.16.23

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9062

**A RESOLUTION APPROVING PAYMENT OF TARRANT
POLICE FOUNDATION FOR REIMBURSEMENT OF EXPENSES FROM
DEWEY BARBER AND MARIO'S GARAGE.**

WHEREAS, the City of Tarrant, Alabama is responsible for the maintenance and repair of all assets within its inventory; and

WHEREAS, all City of Tarrant Police Department public operational vehicles are legally recognized assets of the City of Tarrant, Alabama; and

WHEAREAS, the 2018 Ford Explorer based on Exhibit "A" is of inventory with the Tarrant Police Department that was in need of repair and paid by the Tarrant Police Foundation on February 3, 2023 for the amount of \$650.00; and

WHEAREAS, the 2016 Chevrolet Tahoe based on Exhibit "B" is of inventory with the Tarrant Police Department that was in need of repair and paid by the Tarrant Police Foundation on February 8, 2023 for the amount of \$2,695.00; and

WHEREAS, based on Exhibit "C" that the total costs for the City of Tarrant maintenance and repair of the Tarrant Police Departments' 2018 Ford Explorer and 2016 Chevrolet Tahoe to be \$3,345.00.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular Council Meeting on Monday, October 16th, 2023 at 7:00 p.m. as follows:

Section 1. That the council approves the payment of invoice for the City of Tarrant Police Department as outlined in Exhibit "C."

Section 2. That this total payment of \$3,345.00 will initially be made from the City of Tarrant General Fund Expenditures Account paid to the Tarrant Police Foundation.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED this the 16th day of October, 2023.



The City of Tarrant, Alabama

APPROVED: _____
WAYMAN NEWTON, MAYOR

ATTEST: *L Knight*
Dr. Laverne Knight, City Clerk

EXHIBIT B

CUSTOMER #: 8492813

182375



TARRANT POLICE DEPT
JAY

INVOICE

2593 COMMERCE CIR
TARRANT, AL 35217-2352
HOME: 205-849-2811
BUS: CELL: 205-876-3131

Wayne 305-3862

PAGE 1

90 BARBER BLVD.
GARDENDALE, AL 35071
PHONE: (205) 631-2869
TOLL FREE: (888) 204-0572
www.deweybarber.com

SERVICE ADVISOR: 315 MARCUS CAMPBELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN./OUT	TAG
	16	CHEVROLET TAHOE	1GNLDCDC5GR431400		49657/49657	T4569
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN16 DD			17:00 07DEC22			CASH
R.D. OPENED	READY	OPTIONS: DLR:08086 ENG:5.3_Liter_SIDI				
12:57 07DEC22	09:53 11JAN23					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A MULTI-POINT VEHICLE INSPECTION
MPVI MULTI-POINT VEHICLE INSPECTION
68 SORENSEN, KARL LIC#: Y
CPT 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

B CUSTOMER STATES VEHICLE LOSING POWER, WONT FULL
MISC REPLACED RT BANK LIFTERS, AND VLOM
68 SORENSEN, KARL LIC#: Y
CPT 13.00

1	19433052	(S) MANIFOLD	699.35	598.63	598.63
2	19432442	(S) SEAL KIT	19.22	19.22	38.44
1	12669184	(S) GUIDE	19.00	19.00	19.00
1	12669185	(S) GUIDE	18.62	18.62	18.62
8	12626354	(S) GASKET	3.53	3.01	24.08
1	12657093	(S) GASKET	16.53	16.53	16.53
1	12619787	(S) GASKET	5.69	5.69	5.69
10	11546959	(S) BOLT	4.07	4.07	40.70
1	12622325	(S) GASKET	68.27	68.27	68.27
1	12623308	(S) GASKET	8.66	8.66	8.66
5	11546600	BOLT	8.73	8.73	43.65

PARTS: 882.27 LABOR: 1725.00 OTHER: 0.00 TOTAL LINE B: 2607.27
49657 Diag and replaced rt. bank lifters and lifter manifold assembly. 13.0

PAID

FEB 08 2023

CHECK # 550719336
CASH

<small>WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.</small> <small>By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.</small>	<small>*SHOP SUPPLY COSTS:</small> We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$10.00, to the Repair Order for shop supplies used in connection with this repair.	DESCRIPTION LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES * TOTAL CHARGES LESS INSURANCE SALES TAX PLEASE PAY THIS AMOUNT	TOTALS 1725.00 882.27 0.00 0.00 0.00 2607.27 0.00 88.23 2695.50
	<small>ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.</small>		
	DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, 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 16th day of October, 2023, while in regular session on Monday, October 16, 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 the 16th day of October, 2023.





Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9063

A RESOLUTION ESTABLISHING AND IMPLEMENTING A PARKS AND RECREATION ADVISORY BOARD, TO PROVIDE GUIDANCE TO THE USE AND MAINTENANCE OF THE CITY'S PARKS AND ATHLETICS FACILITIES.

WHEREAS, the board shall consist of not less than _____ () nor more than _____(), one (1) of whom shall be the chairperson of the street and sanitation committee of the city council and the others of whom shall be elected by the city council; and

WHEREAS, the members shall have terms of _____ years or until their successors respectively, are elected and qualified; and

WHEREAS, the City Council of the City of Tarrant shall elect the qualified candidates using the most preferential voting process; and

WHEREAS, the member of the board and said officers thereof shall serve without compensation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, October 16th, 2023, at 7:00 p.m. as follows:

Section 1. The City Council of the City of Tarrant appoints the said number of board members.

Section 2. That a copy of said preferential voting process template is attached hereto as Exhibit "A" and made a part hereof.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED this the 16th day of October, 2023.

APPROVED: _____
WAYMAN NEWTON, MAYOR

ATTEST: _____
DR. LAVERNE KNIGHT, CITY CLERK

TARRANT

Tarrant City Hall Mayor and Council

Parks and Recreation Advisory Board

Date: _____

Most Preferential Choice Method

Instructions: Number your most preferred candidate beginning from number 1 and ending in number 7.

EXHIBIT A

Candidate	1st choice	2nd choice	3rd choice	4th choice	5th choice	6th choice	7th choice

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, 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 16th day of October, 2023, while in regular session on Monday, October 16, 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 the 16th day of October, 2023.

Laverne Knight, City Clerk

TABLED 10.16.23

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9064

A RESOLUTION AUTHORIZING THE MAYOR TO EXPEND FUNDS FOR CHRISTMAS DECORATIONS FOR CITY HALL.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, October 16th, 2023, at 7:00 p.m. as follows:

Section 1. That the City of Tarrant Mayor is hereby authorized to expend up to, but not to exceed \$ _____ for Christmas Decorations to include: _____.

Section 2. That the said funds shall be made from the General Fund of the City of Tarrant.

ADOPTED this the 16th day of October, 2023.



APPROVED: Wayman Newton
WAYMAN NEWTON, MAYOR

ATTEST: Laverne Knight
DR. LAVERNE KNIGHT, CITY CLERK

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, 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 16th day of October, 2023, while in regular session on Monday, October 16, 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 the 16th day of October, 2023.



Laverne Knight
Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9065

A RESOLUTION SETTING DECEMBER 9, 2023, AS THE DATE FOR THE CITY OF TARRANT CHRISTMAS EXTRAVAGANZA, SETTING THE ROUTE FOR THE CHRISTMAS PARADE, AND AUTHORIZING CLOSURE OF CERTAIN STREETS FOR THE CHRISTMAS EXTRAVAGANZA AND PARADE.

WHEREAS, traditionally the City of Tarrant, Alabama (“City”) has held a Christmas holiday celebration and parade providing an opportunity for its citizens to come together during the holiday season in order promote closeness of the community and an opportunity to celebrate Christmas and New Years with other citizens; and

WHEREAS, for 2023, the City Council of the City of Tarrant, Alabama, (“City Council”) will set Saturday, December 9, 2023 (with a “rain out” or alternate date of Sunday, December 10, 2023) between 4:00PM – 9:00PM as the date for the City of Tarrant Christmas Extravaganza and Christmas Parade; and

WHEREAS, a portion of Ford Avenue extending from its intersection at Pinson Street to the Ford Avenue intersection at Jackson Avenue will be used for street vendors, crafts, food trucks, holiday tables, and other type activities through the time of the Christmas Extravaganza; and

WHEREAS, the Christmas Parade will begin at 5:00PM and proceed along the route shown in Exhibit “A”; and

WHEREAS, in order to allow and encourage pedestrian access to related events and celebration for the Christmas Extravaganza and for the health and safety of pedestrians and those participating in the Christmas Parade, the City Council finds it in the best interest of its citizens to temporarily close a portion of Ford Avenue, between Pinson Street and Jackson Avenue, for the Christmas Extravaganza along with the necessary set up and removal of any tents, vendors, or other obstructions along the street as well as temporarily closing certain streets along which the Christmas Parade route will proceed as shown in Exhibit “A”; and

WHEREAS, the City Council hereby authorizes the Chief of Police, or his designee(s), to close the streets for the aforesaid purposes beginning and ending at such times as the Chief of Police finds to best serve the set up and tear down of the participants in the Christmas Parade and vendors and participants in the Christmas Extravaganza.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Trussville, Alabama, while in regular session, a quorum duly assembled, on Monday, October 16, 2023, at 7:00PM the following:

Section 1. The above-stated preamble is hereby approved, ratified, and incorporated as if fully set out herein.

Section 2. The City Council of the City of Tarrant hereby declares Saturday, December 9, 2023, as the date for the City’s Christmas Extravaganza and Christmas Parade. Alternatively, should a rain or other event force the cancellation of the Christmas Extravaganza and Christmas Parade on December 9, an alternate date of Sunday, December 10, 2023, is hereby set.

Section 3. The City Council further authorizes the temporary closure of a portion of Ford Avenue between Pinson Street and Jackson Blvd. for the purpose of limiting vehicular traffic in order for the City’s Christmas Extravaganza celebration to be held and safely allow citizens and those attended the celebration safe access along and through area during the course of the celebration along with the accompanying set up and tear down of all tents, tables, or anything else following the celebration.

Section 4. The City Council further authorizes the temporary closure of the streets shown in Exhibit "A" along which the Christmas Parade will travel on Saturday, December 9, or alternatively, Sunday, December 10.

Section 5. The Chief of Police, or his designee(s), is hereby authorized to direct the closure of that portion of Ford Avenue between Pinson Street and Jackson Avenue and for the streets shown in Exhibit "A" upon which the Christmas Parade will travel at a reasonable time before and after the Christmas Extravaganza and the Christmas Parade.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED and ADOPTED this the 16th day of October, 2023.



APPROVED: _____


Wayman Newton, Mayor

ATTEST: _____


LAVERNE KNIGHT, CITY CLERK

EXHIBIT A

CHRISTMAS PARADE ROUTE



- Begin: 2500 Commerce Circle
- Right onto Pinson St.
- Left onto Elm Avenue
- Left onto Jackson Blvd.
- End at intersection of Ford Avenue and Jackson Blvd.

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, 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 16th day of October, 2023, while in regular session on Monday, October 16, 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 the 16th day of October, 2023.





Dr. Laverne Knight, City Clerk

CITY OF TARRANT
VOUCHER LIST
MONDAY, OCTOBER 16, 2023

GENERAL FUND

52409-52446	ACCOUNTS PAYABLE RUN	\$ 144,633.34
52447	ACCOUNTS PAYABLE RUN	\$ 175.75
5033-5034	ACCOUNTS PAYABLE RUN	\$ 3,084.01
52448-52494	ACCOUNTS PAYABLE RUN	\$ 48,866.98

NET PAYROLL

10/13/2023	PAY PERIOD 09/23/2023-10/06/2023	\$ 153,965.21
------------	----------------------------------	---------------

<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>
52409	Action Tire Co.	8	10/05/2023	\$384.57
52410	Aflac	98	10/05/2023	\$154.42
52411	Alabama Crime Victims Comp Com	156	10/05/2023	\$24.00
52412	Alabama Peace Officers Annuity	160	10/05/2023	\$42.00
52413	Atkins & Goolsby	1996	10/05/2023	\$1,948.07
52414	Barnes & Barnes Law Firm, P.C.	3257	10/05/2023	\$2,000.00
52415	BHPJ Enterprizes	2001	10/05/2023	\$346.30
52416	Builrite Bleachers	3295	10/05/2023	\$17,812.17
52417	Circuit Clerk Judicial Adm Fund	1305	10/05/2023	\$23.64
52418	City Of Tarrant	32	10/05/2023	\$11.88
52419	City of Tarrant Petty Cash C/O Shayla Myricks	254	10/05/2023	\$500.00
52420	City of Tarrant Petty Cash, Public Works	3246	10/05/2023	\$500.00
52421	Coleman, Patrick	414	10/05/2023	\$396.67
52422	Demco	338	10/05/2023	\$172.52
52423	Dunn Construction Co., Inc.	562	10/05/2023	\$272.00
52424	Econo Signs, Llc	1830	10/05/2023	\$19,191.20
52425	Finance Department, State	155	10/05/2023	\$7,391.00
52426	Kyocera Document Solutions	1498	10/05/2023	\$156.06
52427	Laverne Knight	3285	10/05/2023	\$64.50
52428	Legal Aid Society	152	10/05/2023	\$1,500.00
52429	Lisa Baker	2067	10/05/2023	\$212.72
52430	Lowe's	258	10/05/2023	\$1,056.31
52431	Massey,Stotser & Nichols, Pc	1906	10/05/2023	\$13,641.67
52432	Mcperson Alabama Tax Exempt	96	10/05/2023	\$5,273.49
52433	Miller Machine & Welding Co.	162	10/05/2023	\$1,500.00
52434	Mobile Communications America	1954	10/05/2023	\$5,734.66
52435	O'rear Hardware	1855	10/05/2023	\$2,239.10
52436	Presiding Circuit Judge Admin	1985	10/05/2023	\$23.64
52437	Regional Planning Commission	19	10/05/2023	\$3,705.00
52438	Roosevelt Brock	3271	10/05/2023	\$102.00
52439	Scout Sport Floors, LLC	3284	10/05/2023	\$42,750.00
52440	State Judicial Admin Fund	1304	10/05/2023	\$94.72
52441	Tomlin Excavating & Demolition	1129	10/05/2023	\$443.87
52442	Trigreen Equipment, Llc	683	10/05/2023	\$246.23
52443	Vulcan Construction	250	10/05/2023	\$734.83
52444	WALDREP STEWART & KENDRICK, LLP	3156	10/05/2023	\$917.00
52445	We R Smart Llc	1887	10/05/2023	\$12,750.00
52446	Wells Fargo Vendor Fin Serv	1605	10/05/2023	\$317.10
Bank Total:				\$144,633.34
Bank Payment Count:				38

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>
52447	District Atty Solicitors Fund	1303	10/05/2023	\$175.75
Bank Total:				\$175.75
Bank Payment Count:				1

<u>Bank Name</u>	<u>Bank Number</u>			
E911 Account				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
5033	At & T	407	10/12/2023	\$377.62
5034	At & T Mobility	1857	10/12/2023	\$2,706.39
Bank Total:				\$3,084.01
Bank Payment Count:				2

<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>
52448	Aaa Environmental Services	4	10/12/2023	\$376.88
52449	Action Tire Co.	8	10/12/2023	\$233.00
52450	Affordable Counseling Therapy & Employee Assistance Services	28	10/12/2023	\$150.00
52451	Airgas Usa, Llc	309	10/12/2023	\$106.03
52452	Alabama Child Support	37	10/12/2023	\$1,297.49
52453	Alabama Power	12	10/12/2023	\$482.80
52454	Alacourt.Com	1688	10/12/2023	\$127.00
52455	AlSCO - Birmingham	1438	10/12/2023	\$551.57
52456	American Fidelity Assurance	1731	10/12/2023	\$1,110.05
52457	At & T	407	10/12/2023	\$460.83
52458	At & T Mobility	1857	10/12/2023	\$458.15
52459	Autozone	1005	10/12/2023	\$51.95
52460	Avenu	1773	10/12/2023	\$8,112.26
52461	BHPJ Enterprizes	2001	10/12/2023	\$3,898.69
52462	Birmingham Water Works	16	10/12/2023	\$2,863.39
52463	Bradford W. Caraway	2121	10/12/2023	\$311.54
52464	Center Point Fire District	1875	10/12/2023	\$210.77
52465	City Of Tarrant	32	10/12/2023	\$1,163.33
52466	City of Tarrant Petty Cash, Fire	1882	10/12/2023	\$311.28
52467	CLINE HOSE & HYDRAULICS, LLC	3301	10/12/2023	\$288.22
52468	Dolphin Pest Control	62	10/12/2023	\$324.00
52469	Dunn Construction Co., Inc.	562	10/12/2023	\$85.00
52470	Econo Printing Service, Inc.	598	10/12/2023	\$38.00
52471	Express Oil Change Llc	66	10/12/2023	\$321.10
52472	Grainger	63	10/12/2023	\$348.09
52473	Greater Birmingham	1503	10/12/2023	\$2,435.35
52474	Hayes Shoes	3273	10/12/2023	\$943.95
52475	HAYES SHOES 'Birm" Corp #4	3215	10/12/2023	\$297.99
52476	Industrial Sales Company	1970	10/12/2023	\$1,631.60
52477	Jacqueline Anderson Smith	1851	10/12/2023	\$247.44
52478	Lucille Blutchter	3291	10/12/2023	\$484.50
52479	Mes	1413	10/12/2023	\$3,249.33
52480	Miller Machine & Welding Co.	162	10/12/2023	\$1,500.00
52481	Moore, Thomas	2026	10/12/2023	\$2,560.00
52482	O'reilly Auto Parts	1613	10/12/2023	\$358.55

52483	Quill	76	10/12/2023	\$220.31
52484	REDD ENTERPRISES	3300	10/12/2023	\$253.90
52485	Southern Gas And Supply, Inc.	600	10/12/2023	\$57.60
52486	State Of Alabama Department	883	10/12/2023	\$282.25
52487	The C. BURRELL LAW GROUP, LLC	3183	10/12/2023	\$2,584.00
52488	Thompson Tractor Co, Inc	3209	10/12/2023	\$47.75
52489	Trigreen Equipment, Llc	683	10/12/2023	\$949.94
52490	United Way Of Central Alabama	241	10/12/2023	\$20.00
52491	Vulcan Construction	250	10/12/2023	\$553.80
52492	We R Smart Llc	1887	10/12/2023	\$4,450.00
52493	Wells Fargo Financial Leasing	1315	10/12/2023	\$107.30
52494	Willie Dove Door Company	1393	10/12/2023	\$1,950.00
			Bank Total:	<u>\$48,866.98</u>
			Bank Payment Count:	47

TARRANT ELECTRIC DEPARTMENT

VOUCHER LIST MONDAY, OCTOBER 16, 2023

GENERAL FUND

42554-42575	ACCOUNTS PAYBALE RUN	\$	17,600.74
42576-42596	ACCOUNTS PAYBALE RUN	\$	40,469.94

NET PAYROLL

Batch ID: CHK10052023HA
 Batch Comment:

Audit Trail Code: PMCHK00000970
 Posting Date: 10/4/2023

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42554	10/4/2023	00000000000012615	001756	SHUKRI MUWAKKIL	\$270.00
42555	10/4/2023	00000000000012616	0676	DODSON SERVICES	\$160.00
42556	10/4/2023	00000000000012617	1069	STEWART ENGINEERING	\$1,334.00
42557	10/4/2023	00000000000012618	1199	TOMLIN EXCAVATING	\$53.86
42558	10/4/2023	00000000000012619	154	ANSWERTEL	\$2,700.00
42559	10/4/2023	00000000000012620	15700	SOUTHERN CASH SOLUTION	\$240.00
42560	10/4/2023	00000000000012621	1601	ATKINS & GOOLSBY, INC	\$1,195.50
42561	10/4/2023	00000000000012622	1707	WAYNE HOBSON, P C	\$618.75
42562	10/4/2023	00000000000012623	2449	PATRICK HOWLE	\$270.00
42563	10/4/2023	00000000000012624	295	CENTRAL SERVICE ASSOCIATION	\$6,323.26
42564	10/4/2023	00000000000012625	301	CINTAS	\$131.37
42565	10/4/2023	00000000000012626	3377	CORDELL SMITH	\$150.00
42566	10/4/2023	00000000000012627	4395	EXECELERON SOFTWARE LLC	\$2,005.63
42567	10/4/2023	00000000000012628	840	OFFICE DEPOT	\$334.53
42568	10/4/2023	00000000000012629	977	CHANTE K CROSBY	\$180.00
42569	10/4/2023	00000000000012630	983	KIMBALL A. KARMONDI	\$390.00
42570	10/4/2023	00000000000012631	CSM001420	JEREMY E EWING	\$196.97
42571	10/4/2023	00000000000012632	CSM002291	BARRINGTON REALTY	\$365.94
42572	10/4/2023	00000000000012633	CSM004758	GRIFFIN GROVE CONSULTING LLC	\$35.61
42573	10/4/2023	00000000000012634	CSM005357	CARR MANAGEMENT GROUP LLC	\$299.23
42574	10/4/2023	00000000000012635	CSM006594	CRESCENT CITY CAPITAL, INC.	\$62.72
42575	10/4/2023	00000000000012636	CSM006644	RMG REMODELING & INVESTMENTCOR	\$283.37
				Checks Total:	\$17,600.74
Total Checks: 22				=====	

Batch ID: AP10122023HA
 Batch Comment:

Audit Trail Code: PMCHK00000971
 Posting Date: 10/10/2023

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42576	10/10/2023	00000000000012637	0904	ALABAMA LABOR LAW POSTER SERVI	\$99.50
42577	10/10/2023	00000000000012638	10201	AT&T Mobility	\$5.20
42578	10/10/2023	00000000000012639	1095	T & Z HYDRAULIC SERVICE	\$259.85
42579	10/10/2023	00000000000012640	1220	VANGUARD ALLIANCE	\$2,158.84
42580	10/10/2023	00000000000012641	132	AMERICAN FIDELITY ASSURANCE	\$96.94
42581	10/10/2023	00000000000012642	1582	ZACHARY BLANTON	\$1,298.00
42582	10/10/2023	00000000000012643	163	AUTO ZONE	\$15.19
42583	10/10/2023	00000000000012644	1780	MASSEY, STOTSER & NICHOLS PC	\$4,005.00
42584	10/10/2023	00000000000012645	1922	SUNBELT SOLOMON SERVICES,LLC	\$1,760.00
42585	10/10/2023	00000000000012646	2038	TARRANT MEDICAL PC	\$150.00
42586	10/10/2023	00000000000012647	2368	CORBITT POWER & LIGHT LLC	\$24,750.00
42587	10/10/2023	00000000000012648	394	WILLIE DOVE DOOR COMPANY	\$1,950.00
42588	10/10/2023	00000000000012649	425	RILEY BARNHAM	\$1,298.00
42589	10/10/2023	00000000000012650	9109	QUALITY PETROLEUM OF ALABAMA	\$905.58
42590	10/10/2023	00000000000012651	989	SHRED-IT USA	\$111.01
42591	10/10/2023	00000000000012652	CSM006137	FYR SFR BORROWER LLC	\$305.40
42592	10/10/2023	00000000000012653	CSM006578	FREEDOM VENTURES PROPERTY MANA	\$226.43
42593	10/10/2023	00000000000012654	CSM006698	NELIDA BURGOS - OCANA	\$237.22
42594	10/10/2023	00000000000012655	CSM100594	GEORGE PARTAIN	\$302.70
42595	10/10/2023	00000000000012656	CSM101521	ERIKA J TURNER	\$201.09
42596	10/10/2023	00000000000012657	CSM102180	CONTINENTAL REALTY	\$333.99

Total Checks: 21

Checks Total: \$40,469.94

