

**TARRANT CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS
REGULAR MEETING
JULY 15, 2024**

AGENDA

I. CALL TO ORDER

II. PRAYER

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. APPROVAL OF MINUTES

July 1, 2024- Regular Meeting

VI. COMMUNICATIONS FROM THE MAYOR

VII. COMMITTEE REPORTS

VIII. OLD BUSINESS

- A. **Resolution No. 9139** – A Resolution Removing Police Chief Wendell Majors from the Office of Chief of Police for the City of Tarrant, Alabama.
- B. **Resolution No. 9181** – A Resolution Authorizing and Approving Gameday Athletic Surfaces to Resurface and Install Irrigation for the City of Tarrant on the Old Tarrant High School Football Field and Complex.
- C. **Resolution No. 9184** – A Resolution Approving the License Agreement By and Between the Tarrant City Board of Education and the City of Tarrant, Alabama, for use of Tarrant City Board of Education Property for the Purpose of a City Sponsored Recreational Football and Soccer League.

IX. NEW BUSINESS

- A. **Resolution No. 9185** – A Resolution Authorizing the Mayor to Enter into a Contract For Residential Garbage Service with Republic Services of Birmingham.
- B. **Resolution No. 9186** – A Resolution Authorizing the Use of American Rescue Plan Act (ARPA) Funds by the City of Tarrant, Alabama, Received Under the Standard Allowance Provision for Lost Revenue Pursuant to 31 C.F.R. § 35.
- C. **Resolution No. 9187** – A Resolution Authorizing the Payment of the Salary of the City Manager, Reinstatement of All Benefits Previously Provided to the City Manager, and Directing Back Pay of Any Salary and Benefits to the City Manager.
- D. **Resolution No. 9188** – A Resolution Authorizing the Contract Renewal of CivicPlus for the Services of the City of Tarrant Webpage and Municode Design.
- E. **Resolution No. 9189** – A Resolution Authorizing the Contract Renewal of Sage Fixed Assets for the Services of the City of Tarrant Fixed Assets Software Used for Its General Accounting Practices.

X. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS

XI. VOUCHERS AND EXPENSES

Vouchers for July 12, 2024

XII. PUBLIC COMMENTS

XIII. ADJOURN

CITY OF TARRANT
COUNCIL MEETING MINUTES
JULY 1, 2024
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday July 1, 2024, at 7:00 PM at City Hall.

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

Pastor Jeremy Davis, a new City of Tarrant resident, lead those in attendance in the invocation. City of Tarrant City Clerk Laverne Knight 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" Matthews
- Mayor Wayman A. Newton

A quorum was determined to be present at the meeting.

The minutes from the June 17, 2024 regularly scheduled council meeting were presented for review and approval. After review, Councilor Threadford moved to approve the minutes. Councilor Anderson 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" Matthews

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 were adopted, and the minutes for June 17, 2024, council meeting were approved.

The Mayor took the time to wish everyone a happy and safe 4th of July and informed those in attendance that the City of Tarrant does not allow gun-shots or fireworks for the celebration. Councilor Matthews added that the City of Tarrant Police need to be reminded that there is a city-wide ordinance against fire-works and that the ordinance enforces the seizing of all fireworks. Councilor Matthews also encouraged the Police Department to increase security on the 4th of July. Mayor Newton also reminded all those in attendance that there will be popsicles served for the public, more specifically for the children, on July 13th from 11:30 am to 1:30 pm. There was discussion and some debate on the naming and descriptions of past, current, and future events regarding the Mayor and the Council endeavors.

Councilor Matthews expressed concerns on 4 stop signs that are still not erected in various streets, and that it was agreed the signs were to be erected in 2023. Councilor Threadford also expressed concern over speedbumps that were to be installed, and Councilor Freeman brought up another

street sign that was previously approved. Mayor Newton affirmed that he would look into the already approved requests.

Councilor Freeman thanked all on behalf of Lily Baptist Church and District 1 for proclaiming June 30, 2024 as Reverend Dr. James F. Brooks Day in the City of Tarrant.

Councilor Threadford informed all those in attendance that on August 3, 2024 from 10:00 am to 1:00 pm there will be a Wild Cat weekend at the City of Tarrant Rec. Center. A thousand book bags will be given to the City of Tarrant students and there will be free haircuts and hairstyles for the young ladies in attendance. A DJ will be present. Councilor Threadford reminded those in attendance that school starts August 7, 2024.

The Mayor and Council moved on to Old Business.

Mayor Newton introduced and read Resolution No. 9139, A Resolution Terminating Police Chief Wendell Majors from the Office of the Chief of Police for the City of Tarrant, Alabama. Councilor Bryant called the proposed Resolution an out of order in accordance to Roberts Rule of Order. Mayor Newton requested that the out of order rule be shown. Councilor Bryant asked the City Clerk to make a record of Roberts Rule of Order in reference to out of order. Mayor Newton continued to introduce and read Resolution No. 9139. Mayor Newton moved to approve Resolution No. 9139. The Mayor asked each Councilor for a second. There was no seconder. Motion to adopt did not receive a second.

Councilor Bryant introduced and read Ordinance 1162, Second Reading. Councilor Anderson recommended tabling the Ordinance until an Ordinance for the Fire Department is completed. There was much discussion on the Ordinance. Mayor Newton seconded the proposal to table the Resolution. Mayor Newton called for a vote.

Yeas:

Councilor Anderson

Nays:

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

Not voting:

Mayor Wayman Newton

The yeas being (1) one and the nays being four (4), with one (1) member not voting, the motion to approve Ordinance 1162 failed.

Councilor Bryant motioned to approve Ordinance 1162. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Abstain:

Councilor Catherine "Cathy" Anderson

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0), (1) one abstain, with one (1) member not voting, the motion to approve Ordinance 1162 was approved.

There was conflict and accusations between the Mayor and Council members. Councilor Bryant left the meeting.

Next the City Council moved on to New Business.

Councilor Threadford introduced and read Resolution No. 9183, A Resolution Pursuant to Resolution 5731 Authorizing Payment to Tarrant Electric Department Employees for Exceeding Requirements of the Safety Incentive Plan. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Tracie B. Threadford
Councilor Catherine "Cathy" Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Matthews

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9183 was agreed, and the Resolution was approved.

Councilor Anderson made motion to table Resolution No. 9184, A Resolution Approving the License Agreement By and Between the Tarrant City Board of Education and the City of Tarrant, Alabama, For Use of Tarrant City Board of Education Property for the Purposes of A City Sponsored Recreational Football and Soccer League. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Tracie B. Threadford
Councilor Catherine "Cathy" Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Matthews

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution No. 9184 was agreed, and the Resolution was tabled.

Councilor Anderson introduced and read Resolution No. 9185, A Resolution Approving and Authorizing the Payment for Services Performed by Birmingham Freightliner (D/8/A Peach State Trucking). Councilor Bryant motioned to approve Resolution No. 9170. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Tracie B. Threadford
Councilor Catherine "Cathy" Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Matthews

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9185 was agreed, and the Resolution was approved.

The Council moved on to Presentations of Petitions and Other Communications. Mayor Newton informed all those in attendance that by law, an update of the finances needs to be provided to the Council every six months. The Mayor distributed informational sheets on the said finances.

Next, the City Council reviewed the vouchers and expenses for the City of Tarrant for ~~July~~^{June 28} 1, 2024 and Tarrant Electric Department for July 1, 2024. Councilor Threadford moved to approve the vouchers and expenses for the City of Tarrant for July 1, 2024, and the Tarrant Electric Department for ~~July~~^{June 28}, 2024. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Tracie B. Threadford
Councilor Catherine "Cathy" Anderson
Councilor Deborah "Debbie" Matthews

Nays:

Councilor Veronica Bandy Freeman

Not voting:

Mayor Wayman A. Newton

The yeas being three (3) and the nays being one (1) with one (1) member not voting, the motion to approve the vouchers and expenses for the City of Tarrant for July 1, 2024 and the Tarrant Electric Department for July 1, 2024 was agreed to, and the vouchers and expenses were approved.

Next, the Council moved to Public Comments.

First, Chuck Winborn reminded all those in attendance of past incidents and occurrences of the Mayor.

Second Waynette Bonham reminded the Council of the trench near her home that needs to be attended. Ms. Bonnet requested for the street light in her neighborhood to be repaired.

Third, Valeri and Tamara McClelland asked for yard maintenances around their home that are creating a series of nuisance. The neighborhood light also needs to be repaired. The Mayor privately retrieved the ladies contact information.

Fourth, Novilee Williams asked to address cars parked on Bell Avenue street that need to be attended as they are violating the City of Tarrant public parking ordinance.

Fifth, Chief of Police Wendell Majors provided the crime statistics of the City of Tarrant.


There being no further comments Mayor Newton entertained a motion to adjourn. Councilor Threadford moved to make motion to adjourn the meeting. Mayor Newton seconded the motion. A verbal vote was conducting with all in favor. Meeting ended at 7:58 pm.

Respectfully submitted,


Dr. Laverne Knight
City Clerk July 15, 2024

City of Tarrant Council Meeting, Alabama

READ AND APPROVED this the 15th day of July, 2024.


ATTEST: ALABAMA

Dr. Laverne Knight

The City of Tarrant, Alabama

APPROVED: 
WAYMAN NEWTON, MAYOR

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9139

**A RESOLUTION REMOVING POLICE CHIEF WENDELL MAJORS FROM THE
OFFICE OF CHIEF OF POLICE FOR THE CITY OF TARRANT, ALABAMA.**

WHEREAS, an investigation was conducted and performed by Debra B. Leo of DLeo & Associates, LLC in accordance with the unanimous adoption of the City Council of the City of Tarrant, Alabama Resolution 1924; and

WHEREAS, Ms. Leo's experience in the employment law arena spans over 40 years. Ms. Leo built and managed EEOC's mediation program for the states of Alabama, Mississippi, and northwest Florida. Having worked with the U.S. Equal Employment Opportunity Commission for over 40 years Ms. Leo offers in-depth knowledge of laws, regulations and trends that affect the workplace. As well as designing and delivering training for EEOC, FBI, Department of Labor, and other federal agencies, she has designed and delivered training for private employers, corporations, institutions, and entities. She has received the Chair's Silver Excellence in Leadership Award and is four-time recipient of the Chair's Organizational Performance Award, as well as numerous recognitions by professional organizations. She was named Arbitrator of the Year by the BBB in 2006. She received a Bachelor of Science Degree in Mechanical Engineer, Tau Beta Pi, from the University of Alabama at Birmingham and a Juris Doctorate Degree from Birmingham School of Law. She was admitted to the Alabama State Bar in 1998, and

WHEREAS, the Investigative Report was submitted to this Council on the 18th day of April, 2024 by Ms. Debro B. Leo, BSME, JD focusing on multiple cases of hostile work environments, harassment and retaliation involving Police Chief Wendell Major.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session, a quorum duly assembled, on Monday, July 15, 2024, at 7:00 p.m. as follows:

That the investigation revealed that employees who complained about Chief Major or have objected to his decisions have suffered employment related repercussions. Accordingly, the City Council of the City of Tarrant, Alabama does hereby immediately remove, for cause, Wendell Major from the Office of Chief of Police for the City of Tarrant by a majority vote of those elected to the council.

ADOPTED this the 15th day of July 2024.

APPROVED: _____
WAYMON NEWTON, MAYOR

ATTEST: _____
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 15th day of July, 2024, while in regular session on Monday, July 15th, 2024, 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 15th day of July, 2024.

[SEAL]

Dr. Laverne Knight, City Clerk

No Secorder 7.15.24

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9181

A RESOLUTION AUTHORIZING AND APPROVING GAMEDAY ATHLETIC SURFACES TO RESURFACE AND INSTALL IRRIGATION FOR THE CITY OF TARRANT ON THE OLD TARRANT HIGH SCHOOL FOOTBALL FIELD AND COMPLEX.

WHEREAS, the City of Tarrant, Alabama, (“City”) and the Tarrant City School system (“TCS”) are working toward an agreement that would permit the City to use the football field and complex on the grounds of the old Tarrant High School for the City’s recreational youth football league and a soccer league; and

WHEREAS, for the playing surface and certain parts of the field and complex at the old Tarrant High School to be used, the playing surface must be removed, replanted, and an irrigation installed for the playing surface to be safe and ready for play at the start of the upcoming youth recreational league football season; and

WHEREAS, GameDay Athletic Surfaces (“GameDay”) is a known company providing these natural turf and athletic complex construction, renovation, and maintenance for a host of municipal athletic complexes and school systems in and throughout this area and the state; and

WHEREAS, GameDay has provided a quote for the required services in order to make the playing field ready for play of the City’s youth recreational league upcoming season (a copy of the quote is attached as Exhibit “A”); and

WHEREAS, because the quote and projected work is below the \$100,000.00 threshold for a public work that would require the issuance of a public bid pursuant to Act 2023-497, the City Council may approve the expenditure of the funds pursuant to the attached quote; and

WHEREAS, having considered the foregoing, the City Council of the City of Tarrant, Alabama, (“City Council”) finds it in the best interest of the health, safety, and welfare of its citizens to approve the scope of work contained in the attached exhibit and authorize the expenditure of the funds for the work to be performed to GameDay.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session a quorum duly assembled on Monday, July 15, 2024, 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. Contingent upon TCS's written approval of the City's use of the football field and complex at the old Tarrant High School and approval of the work outlined in Exhibit "A", the City Council hereby approves and authorizes GameDay to perform the work outlined in Exhibit A on the old Tarrant High School football field and complex. The Director of Parks and Recreation shall coordinate all work with TCS's designee.

Section 3. Further, the City Council authorizes payment to GameDay in the amount up to \$86,518.00 which shall be paid from the City's general fund.

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

Adopted this the 15th day of July, 2024.



Approved: 
Wayman Newton, Mayor

Attest: 
Laverne Knight, PhD, City Clerk

Exhibit A

Quote and Scope of Work from GameDay Athletics

GAMEDAY Athletic Surfaces
GC License # 53040
6-7-24

Tarrant Youth Football Field
Fraize mow and top grade quote

- Fraize mow of entire field
- 200 tons of whitewashed top-dressing sand
- Solid tine of entire field
- Laser Top Grade of entire field
- Agronomic program consisting of 3 applications (foliar and granular) for reestablishment of playing field.

Fraize mowing is a great option to remove unwanted organic material and the thatch build-up layer, while leaving behind enough rhizomes and stolons to allow the fields to grow back in. Fraize mowing will also help eliminate any high spots on the field. Laser top grading is a great option to correct surface inconsistencies within a 2" threshold. Fields will also see the benefit of incorporating coarse sand into existing rootzone/native soil. Solid tine aerification will take place first to allow sand to be moved into the rootzone. Then the quoted amount of sand will be applied, and laser graded as described, once grade work is complete the field will need to remain closed for 6-8 weeks to allow proper establishment. This means all activities including mowing. Game Day will reestablish the playing surface. This process will give you an almost brand-new field.

-All labor, material, mobilization and overhead costs.

Total: \$26,385

*If Spoil haul off is required another charge of \$3,200 will be incurred

Notes:

- *All irrigation heads and valves will need to be clearly marked by customer prior to beginning.
- *GAMEDAY assumes no responsibility by damaging any field components not clearly marked by the customer.
- *Pricing includes no tax, permitting fees or bonds, if required.
- *This proposal does not include unforeseen conditions, unsuitable soils hazardous materials and/or waste, utility relocation, electrical work, testing, or erosion control.
- *Pricing assumes GAMEDAY will be given proper staging area and work area access.

Sincerely,

TJ Foley
GAMEDAY Athletic Surfaces

maintenace allocation

GAMEDAY Athletic Surfaces
GC License # 53040
6-7-2024

Tarrant Youth Football
Tarrant, AL
Irrigation Installation

- Supply and Install Rainbird Irrigation System
- Supply and 2" valves
- Supply and install falcon rotor heads
- Supply and install Rainbird Irrigation controller
- Supply and install necessary boxes
- Includes all trenching, backfill, and piping

*Quoted materials will be supplied and installed per design to offer head to head coverage on football field. Opened trenches will be backfilled and compacted with existing material from trenches.

**Topgrade will need to be done after irrigation install to provide best possible results. GAMEDAY will not do irrigation install without topgrade commitment.

- All Labor, material, mobilization & overhead costs.

Total
\$59,683

Notes:

- *Pricing assumes existing water tap and meter is in proper working order, if not other charges may apply.
- *All irrigation heads and valves will need to be clearly marked by customer prior to beginning.
- *GAMEDAY assumes no responsibility by damaging any field components not clearly marked by customer.
- *Pricing includes no tax, permitting fees or bonds if required.
- *This proposal does not include unforeseen conditions, unsuitable soils hazardous materials and/or waste, utility relocation, electrical work, testing or erosion control.
- *Pricing assumes GAMEDAY will be given proper staging area and work area access.

Sincerely,

TJ Foley
GAMEDAY Athletic Surfaces

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

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Witness my hand and seal of office this the 15th day of July, 2024.





Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9184

A RESOLUTION APPROVING THE LICENSE AGREEMENT BY AND BETWEEN THE TARRANT CITY BOARD OF EDUCATION AND THE CITY OF TARRANT, ALABAMA, FOR USE OF TARRANT CITY BOARD OF EDUCATION PROPERTY FOR THE PURPOSES OF A CITY SPONSORED RECREATIONAL FOOTBALL AND SOCCER LEAGUE.

WHEREAS, the Tarrant City Board of Education (“TCBOE”) and the City of Tarrant, Alabama, (“City”) have undertaken discussions permitting the use of certain TCBOE property, namely the football field and stadium at the old Tarrant High School for the purposes of providing a place within the corporate limits of Tarrant for the City to host and operate its recreational youth football and soccer leagues; and

WHEREAS, the TCBOE has provided a license agreement in the form of a letter dated June 25, 2024, (“Agreement”) which was approved by the TCBOE at its June 25, 2024, board meeting setting for certain terms and conditions for the City’s use of the property as provided therein (a copy of the Agreement is attached as Exhibit “A” and incorporated as if fully set out herein); and

WHEREAS, having reviewed the Agreement, the City Council of the City finds it in the best interest of the health, safety, and welfare of its citizens to approve the terms of the Agreement and bind itself accordingly, and that a public purpose is served by entering into this Agreement, notwithstanding the costs of upkeep and maintenance which will be required by the City under paragraph four (4) of the Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session a quorum duly assembled on Monday, July 15, 2024, 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 Council of the City, having reviewed the Agreement attached hereto as Exhibit “A” an incorporated as if fully set out herein, hereby approves of the terms of the Agreement and authorizes the Mayor, or his designee, to execute the Agreement on behalf of the City. *Subject to the approval of the Tarrant Board of Educations approval amending the term of the agreement from 1 year to 5 years making the term 2029; approval of cross-indemnity provisions; and changing the default notice from 14 days to 60 days.*


Section 3. Further, the City Council authorizes the Mayor or his designee to take all reasonable and necessary steps as required under the terms of the Agreement and this Resolution to comply with same.

Section 4. The Clerk shall provide the Superintendent of the Tarrant City School System with a duly executed copy of this Resolution and the Agreement referenced herein.

Section 5. This Resolution shall become effective immediately upon its passage.

Adopted this the 15th day of July, 2024.



Approved: 
Wayman Newton, Mayor

Attest: 
Laverne Knight, PhD., City Clerk

Exhibit A

Agreement by and between the Tarrant City Board of Education and the City of Tarrant,
Alabama.

June 25, 2024

Honorable Wayman A. Newton, Mayor
City of Tarrant, Alabama
City Hall
1604 Pinson Valley Pkwy
Tarrant, Alabama 35217

Re: Jefferson County, Alabama Tax Parcel Numbers 23-00-07-1-015-001.001, 23-00-07-1-004-002.000, 23-00-08-2-017-013.000, and 23-00-07-1-015-001.002 and shown as Lots 1, 3, 4 and 6 (collectively, the "Property") on the map attached hereto as **Exhibit A** and incorporated herein by reference.

Dear Mayor Newton:

The City of Tarrant, Alabama (the "City") has made a request to the Tarrant City Board of Education (the "Board") to use the Property for a City-sponsored recreational use football league and soccer league (the "Intended Use"). The Board is in favor of such request. Accordingly, please be advised that the Board does hereby grant to the City a license to use the Property on the following terms and conditions:

1. Subject to the provisions of Paragraph 6 below, the term of the license granted herein shall commence on the date hereof and continue until June 30, 2025 (the "Term") with the option for the Board to extend the resolution in five-year increments.
2. The City acknowledges and agrees that the Board has not made and does not make any representations or warranties concerning the physical condition of the Property or as to any other matters and the City agrees that its use of the Property shall be on an "AS IS", "WHERE IS", "WITH ALL FAULTS" basis.
3. Throughout the Term, the Property shall be used only for the Intended Use.
4. Throughout the Term, the City shall, at its sole cost and expense, be responsible for the maintenance, upkeep, repair and replacement of the Property including, without limitation, undertaking, at the sole cost and expense of the City, the improvements to the Property as set forth in the proposal made to the City by Game Day Athletic Surfaces attached hereto as **Exhibit B** and incorporated herein by reference, which improvements are hereby authorized by the Board.
5. Throughout the Term, the City shall, at its sole cost and expense, obtain and maintain commercial general liability insurance insuring the City, the Board and any other persons

designated by the Board against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or resulting from or out of the use of the Property or in any way occasioned by or arising out of any activities conducted by the City or any of its agents or employees in or upon the Property, the limits of which to be in a combined single limit for both damage to property and personal injury and in amounts not less than \$2,000,000 for each occurrence with an annual aggregate limit of not less than \$5,000,000. The City agrees to provide to the Board a certificate of insurance for the foregoing required insurance, which certificate shall name the Board as an additional insured. The City further agrees to provide to the Board replacement certificates at least 30 days prior to the expiration of such policy.

6. To the greatest extent allowed by law, the City does hereby indemnify, agree to defend and hold the Board, its agents and employees (each an "Indemnified Party") harmless from and against any and all claims, actions, losses, damages, liabilities, fines, verdicts, judgments, costs and expenses of any nature whatsoever, including attorneys' fees and defense, investigation, discovery, court and other costs, suffered, paid or incurred by any Indemnified Party (each, a "Loss"), including those resulting from any claims, demands, actions, causes of action or other legal or administrative proceedings at law or in equity against any Indemnified Party (each, a "Claim"), arising from or relating to any of the following: (a) personal injury (including death), property damage, loss of use or profits arising from or relating to the use of the Property by the City or any person or entity the City brings, allows or permits to enter upon the Property (each a "City Party"), including any Claim by a City Party, in all cases irrespective of whether any Loss or Claim is caused or alleged to be caused by the sole, contributory or concurrent passive negligence of any Indemnified Party; (b) the City's breach of any representation, warranty, covenant or agreement contained herein; and (c) violation by the City or any City Party of any applicable law, rule, regulation, ordinance or permit relating to the Property or any activities thereon.

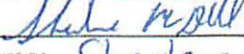
7. The rights and obligations of the City set forth herein are not assignable in whole or in part.

8. In the event the City fails to observe, perform or otherwise comply with any of the foregoing terms and provisions (a "Default"), the Board shall provide written notice thereof to the City. In the event the City fails to cure such Default within 14 days following the giving of such written notice, then the Board shall have the right to cancel and terminate the license granted herein in which event the Term shall automatically expire as of the date the Board gives written notice to the City of the termination of the license granted herein.

Please evidence your consent to the foregoing by signing this letter in the space provided below.

Very truly yours,

TARRANT CITY BOARD OF EDUCATION

By: 
Printed Name: Sherlene McDonald
Title: Superintendent

June 25, 2024

Page 3

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, 2024.

CITY OF TARRANT, ALABAMA

By: _____

Printed Name: _____

Title: _____

EXHIBIT B

Gameday Athletic Surfaces

GAMEDAY Athletic Surfaces
GC License # 53040
6-7-24

Tarrant Youth Football Field
Fralze mow and top grade quote

- Fralze mow of entire field
- 200 tons of whitewashed top-dressing sand
- Solid tine of entire field
- Laser Top Grade of entire field
- Agronomic program consisting of 3 applications (follar and granular) for reestablishment of playing field.

Fralze mowing is a great option to remove unwanted organic material and the thatch build-up layer, while leaving behind enough rhizomes and stolons to allow the fields to grow back in. Fralze mowing will also help eliminate any high spots on the field. Laser top grading is a great option to correct surface inconsistencies within a 2" threshold. Fields will also see the benefit of incorporating coarse sand into existing rootzone/native soil. Solid tine aerification will take place first to allow sand to be moved into the rootzone. Then the quoted amount of sand will be applied, and laser graded as described, once grade work is complete the field will need to remain closed for 6-8 weeks to allow proper establishment. This means all activities including mowing. Game Day will reestablish the playing surface. This process will give you an almost brand-new field.

-All labor, material, mobilization and overhead costs.

Total: \$26,385

*If Spill haul off is required another charge of \$3,200 will be incurred

Notes:

- *All Irrigation heads and valves will need to be clearly marked by customer prior to beginning.
- *GAMEDAY assumes no responsibility by damaging any field components not clearly marked by the customer.
- *Pricing includes no tax, permitting fees or bonds, if required.
- *This proposal does not include unforeseen conditions, unsuitable soils hazardous materials and/or waste, utility relocation, electrical work, testing, or erosion control.
- *Pricing assumes GAMEDAY will be given proper staging area and work area access.

Sincerely,

TJ Foley
GAMEDAY Athletic Surfaces

main-tenance allocation

GAMEDAY Athletic Surfaces
GC License # 53040
6-7-2024

Tarrant Youth Football
Tarrant, AL
Irrigation Installation

- Supply and install Rainbird Irrigation System
- Supply and 2" valves
- Supply and install falcon rotor heads
- Supply and install Rainbird Irrigation controller
- Supply and install necessary boxes
- Includes all trenching, backfill, and piping

*Quoted materials will be supplied and installed per design to offer head to head coverage on football field.
Opened trenches will be backfilled and compacted with existing material from trenches.

**Topgrade will need to be done after irrigation install to provide best possible results. GAMEDAY will not do irrigation install without topgrade commitment.

- All labor, material, mobilization & overhead costs.

Total
\$59,683

Notes:

- *Pricing assumes existing water tap and meter is in proper working order, if not other charges may apply.
- *All irrigation heads and valves will need to be clearly marked by customer prior to beginning.
- *GAMEDAY assumes no responsibility by damaging any field components not clearly marked by customer.
- *Pricing includes no tax, permitting fees or bonds if required.
- *This proposal does not include unforeseen conditions, unsuitable soils hazardous materials and/or waste, utility relocation, electrical work, testing or erosion control.
- *Pricing assumes GAMEDAY will be given proper staging area and work area access.

Sincerely,

TJ Foley
GAMEDAY Athletic Surfaces

Field Management Program



Gameday 1500 US Highway 11 Trussville, AL 35173
 Athlete Phone 810-631-4379 or @gamedayathletesurfaces.com

	Application	DESCRIPTION	UNIT PRICE 1.75 Game Field	AMOUNT
CUSTOMER	1	January granular fertilizer application will provide readily available nutrients for turfgrass.	\$481.00	\$481.00
Tarrant Youth Football	1	February granular fertilizer and soil temp slow release pre-emergent application will provide readily available nutrients for turfgrass over a 10-12 weeks	\$481.00	\$481.00
ESTIMATE NO:1	1	April granular or foliar fertility application will drive growth and strengthen turf density	\$481.00	\$481.00
DATE	1	May pre-emergent application for season, weed control and foliar fertility application	\$481.00	\$481.00
8/7/24	1	June granular fertility application will provide readily available nutrients for turfgrass	\$481.00	\$481.00
ADDRESS	1	July granular fertility application will drive growth and strengthen turf density with foliar PGR to allow turfgrass to conserve its own energy during summer stress	\$481.00	\$481.00
CITY/STATE/ZIP	1	August liquid fertilization application with PGR and micro-nutrients allow turfgrass to conserve its own energy during summer stress	\$481.00	\$481.00
Tarrant, AL	1	September granular/foliar fertility application will provide readily available nutrients for turfgrass	\$481.00	\$481.00
E-MAIL	10	October granular or foliar fertilization application to drive growth and establish Rye Grass during the winter.	\$481.00	\$481.00
SALES PERSON		November granular or foliar fertilization application to drive growth and establish Rye Grass during the winter.	\$481.00	\$481.00
TJ Foley		Total Chemical Applications		\$0.00
PROJECT		Agronomic Services		\$0.00
Yearly Maintenance Program	2	Aerification Services. Aerification will dramatically improve drainage, air exchange between the soil and atmosphere, increase soil and water uptake, improve fertilizer uptake and reduce soil compaction	\$1,250.00	\$2,500.00
Preparer	1	Top Dressing of 48 tons of white washed topdressing spread on all fields.	\$4,500.00	\$4,500.00
TJ Foley		*Sand price may change at time of service due to market changes*		\$0.00
ATTENTION				\$0.00
Scott Evans				\$0.00
PAYMENT TERMS				\$0.00
Monthly Installments				\$0.00
DUE DATE				\$0.00
TBA				\$0.00
			SUBTOTAL	\$11,810.00
			TAX RATE	0.00%
			SALES TAX	\$0.00
			OTHER	
			TOTAL	\$11,810.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

The contract is from 09/17/2024 to 5/31/2025. The contract will automatically renew within 30 days of the aforementioned date without written notice. Either party may cancel the contract with a 60 day written notice for cause. Cause is defined as failure to perform quality work outside of force majeure and on time monthly installment payments by the customer. Quality of work is defined by an independent certified expert with no relationship to either party. Payments are made on a monthly installment and subject to a 5% late fee per month.

Sign Below to Accept Quote:

Authorized Representative

Date

Yearly allocation

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 15th day of July, 2024, while in regular session on Monday, July 15th, 2024, 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 15th day of July, 2024.





Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9185

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR RESIDENTIAL GARBAGE SERVICE WITH REPUBLIC SERVICES OF BIRMINGHAM

WHEREAS, the City Council of the City of Tarrant passed Resolutions No. 9155 to solicit bids for residential garbage service; and

WHEREAS, one bidders submitted proposals with estimates by the June 19, 2024 10 am deadline at City Hall; and

WHEREAS, the bidder submitted all required forms and documents; and

WHEREAS, the bidder was Republic Services of Birmingham;

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, July 15th, 2024 at 7:00 pm as follows:

Section 1. That the Mayor is authorized to enter into a contract with Republic Services of Birmingham for residential garbage service, with this copy of its bid attached and made a record thereof referred to as Exhibit 'A.'

Section 2. This Resolution shall become effective immediately upon its passage or as otherwise prescribed by law.

ADOPTED this the 15th day of July, 2024.



The City of Tarrant, Alabama

APPROVED: _____

WAYMAN NEWTON, MAYOR

ATTEST: _____

Dr. Laverne Knight, City Clerk

EXHIBIT 'A'



June 19,2024

City of Tarrant
1133 East Lake Blvd
Tarrant, Al 35217

Re: Solid Waste Collection

Republic Services is pleased to submit this proposal to the City of Tarrant for Solid Waste Collection. We are confident that you will find Republic to be the best-value bidder, based on our commitments that make us a leader in the recycling and waste industry nationwide. We are proud to be recognized for the following benefits to your community:

- We offer a 99.9% pick-up rate in your community
- Our drivers are 42% safer than the industry average
- We have been recognized in the top 10% of all companies globally for our commitments and investments in sustainability

Republic Services' proposal shares details about our ability to enhance and preserve your environmental stewardship as a true community partner.

This proposal is submitted on the condition that, if selected for this work, The City of Tarrant and BFI Waste Services, LLC dba Republic Services of Birmingham, will negotiate in good faith on the terms and conditions to be included in a mutually agreeable contract. This includes some specific items in the specifications that we would have to negotiate and address, among other items, not mentioned in the specifications. **Please note all references to section and page numbers below are referenced as per the ITB.

1. **Legal Entity:** The correct legal entity to sign the contract resultant to this Bid ("Contract") and perform the services for Republic (if successful bidder) is BFI Waste Services, LLC.
2. Republic's bid and submission of pricing is contingent upon the parties' good faith negotiation of a mutually agreeable contract. If the parties cannot reach Contract on a mutually agreeable contract, Republic reserves the right to withdraw its bid. dba Republic Services of Birmingham
3. **Section, 1.03, Definitions, Page 3:** The following definitions needs to be added to the Contract:

Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

Solid Waste. Solid Waste is any non-hazardous solid waste generated where the services are being performed that is not excluded by the provisions of the Contract. Solid Waste shall not include any Unacceptable Waste.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

Waste Material. Waste Material is all Solid Waste that is not excluded by the Contract. Waste Material does not include any Unacceptable Waste

4. **Section 3.01(F), General Terms & Conditions, Page 9:** Republic's indemnity obligation should be limited to claims to the extent caused by Republic's negligence or wilful misconduct. Further, the indemnity obligation needs to be reciprocal so that City indemnifies Republic as well. (Also refer Section 3.01(J), General Terms & Conditions, Page 9; Section 3.14, Immigration Law Compliance, Page 13; Attachment A (M), Page 16; Indemnification Agreement, Page 26)
5. **Acceptable Waste; Unacceptable Waste:** The RFP response should include a detailed description of the type of waste Republic will collect and dispose of. Further, Republic must have a right to reject any unacceptable/hazardous waste provided by any residential or commercial unit.
6. **Title to Waste:** Title to and liability for any hazardous/unacceptable waste must not pass to Republic at any time.
7. **Equipment; Access:** Any equipment Republic furnishes shall remain Republic's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Republic's handling of the equipment). City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall be liable for all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of City's use, operation or possession of the equipment.
City shall provide safe, unobstructed access to the equipment on the scheduled collection day. Republic may charge an additional fee for any additional collection service required by City's failure to provide access.
8. **Force Majeure:** Except for City's obligation to pay amounts due to Republic, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather, pandemic, epidemic, and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Republic has no control,

shall not be included as part of Republic's service under this Contract. In the event of increased volume due to a Force Majeure event, Republic and the City shall negotiate the additional payment to be made to Republic. Further, the City shall grant Republic variances in routes and schedules as deemed necessary by Republic to accommodate collection of the increased volume of Waste Materials.

Insurance Issues

9. **Section 3.13, Insurance & Liability, Pages 12:** Following changes need to be made in insurance section:

- Replace the verbiage of first paragraph with *"The Contractor shall at all times during the contract maintain in full force and effect the following types of insurance in at least the limits specified below by insurers rated A-VIII or higher by A.M. Best. Before commencement of work hereunder, the Contractor agrees to furnish the City ACORD 25 certificate(s) of insurance evidencing that such insurance has been procured and is in effect. And, that the City of Tarrant be named as an additional insured on the winning bidder's Commercial General Liability and Automobile Liability insurance, via blanket-form endorsement. The certificate of insurance shall be supplemented with the blanket-form additional insured endorsements on the Commercial General Liability and Automobile Liability insurance and provided within 14 days of awarding the bid and the signing of the contract."*
- Insert the word *"each occurrence"* after the word *"Bodily Injury/Property Damage \$3,000,000"* in the first line of automobile liability.
- Replace the verbiage of first paragraph with *"Upon City's request, Contractor shall furnish City with an ACORD 25 certificate of insurance, not policy copies, evidencing that such coverages are in effect. Such certificate of insurance: (i) shall also be supplemented with blanket-form notice of cancellation endorsements on the Commercial General Liability and Automobile Liability policies to provide for 30 days prior written notice of cancellation to the City; (ii) shall show (but not name) the City as an additional insured on page two of the certificate of insurance; and, (iii) shall be supplemented with blanket-form waivers of subrogation endorsements in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City."*

10. **Section 3.01(H), General Terms & Conditions, Page 9:** City's right to audit be subject to include advance reasonable notice and appropriate limitations as to the scope and frequency of the audit. (i.e., books and records directly related to the services provided to City under the Contract). Such audit can be performed by City once per year. Further, Republic should only be obligated to maintain such records for a period of one year after the completion of services under this Contract.

11. **Section 3.01(K), General Terms & Conditions, Page 9:** Republic should be given a cure period of at least thirty (30) days to cure Republic's breach. In the event of Republic's failure to cure such breach, the Contract can be terminated upon at least thirty (30) days prior written notice by City.

Further, Republic shall not be liable for any damages as specified in this section. (Also refer section 3.14, Immigration Law Compliance, Page 13; Immigration Law Compliance Form, last paragraph, Page 18; Immigration Law Compliance Form, second point, Page 19).

12. **Section 3.10, No Contingent Fees, Page 12:** City should not deduct any amount from the payments due to Republic at any given point of time.
13. **Attachment A (L), Page 16:** Any renewal of the contract beyond the initial term should be subject of mutual consent of the parties.
14. **Termination:** Republic should be allowed to terminate the Contract upon City's breach after City has the opportunity to cure that breach within a certain number of days.
15. **Payment Terms:** Republic shall be paid unconditionally within thirty (30) days from the receipt of an invoice by City and Republic shall have the ability to charge interest on late payment in the event City does not pay Republic on time.
16. **Section 2.00 Specific Conditions and Requirements:** Republic Services bid rate is based on current customer count which is currently 1489 households. If the city enforces mandatory residential solid waste subscription Republic Services will negotiate in good faith the timing and billing with the city.
17. **Damage to Pavement** Contractor shall not be responsible for any damages to City's or Producer's property or equipment located adjacent to the collection receptacles, nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing service at any location.
18. **Page 15 of 16 Term:** City and Republic Services may mutually agree to extend this contract for additional (3) three years upon mutual consent by the city and Republic Services.

We are committed to providing you and your citizens with high-quality service with a low carbon footprint.

Sincerely,



Pat George
General Manager
Republic Services

Solid Waste Collection

City of Tarrant

Submitted by:
Republic Services
Joy Sadler, Municipal Manager
Birmingham, AL 35221

Submitted To:
City of Tarrant
City Clerk
1133 East Lake Blvd
Tarrant, AL 35217

Due: June 20, 2024 @ 10:00 AM



REPUBLIC
SERVICES

Sustainability in Action

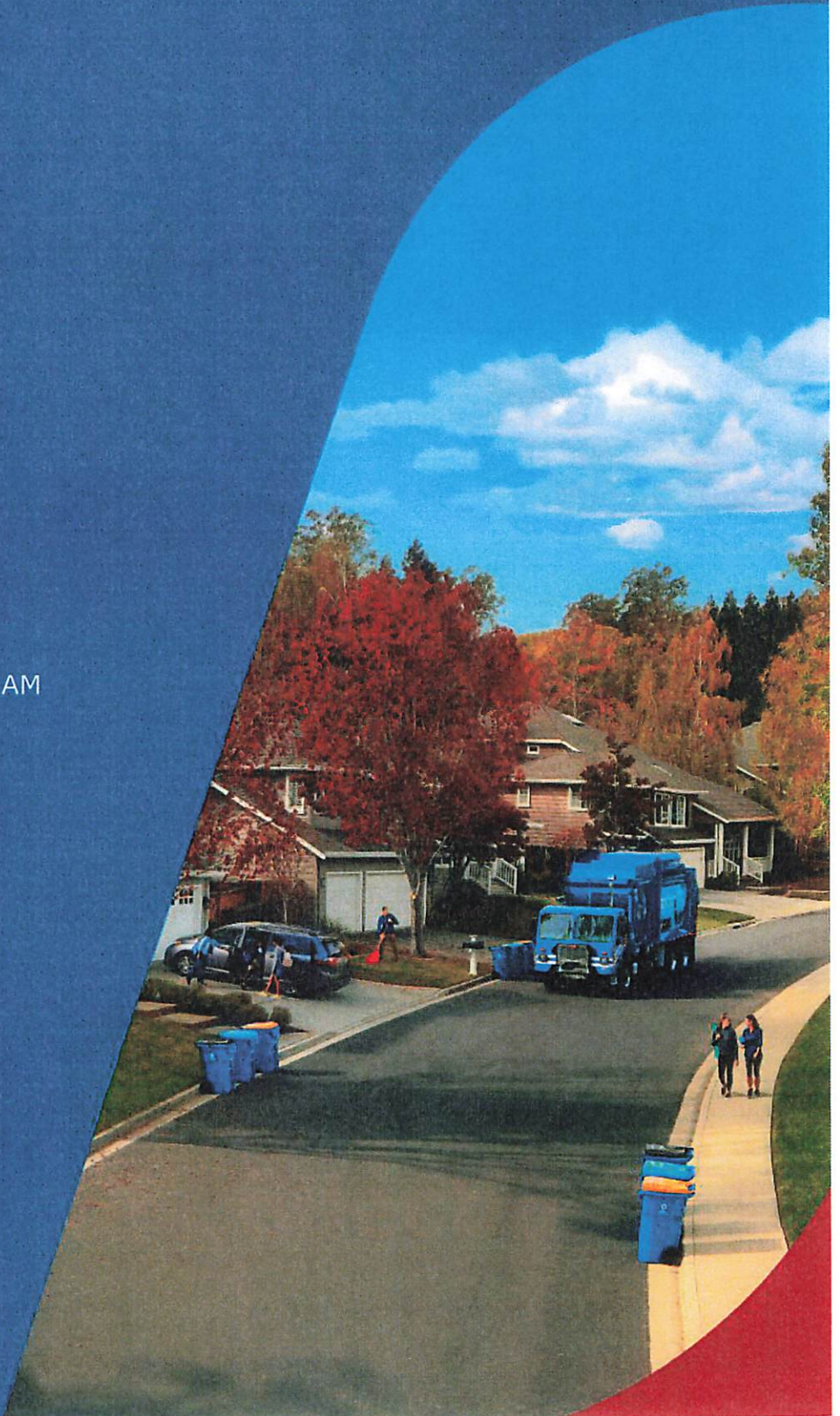


Table of Contents

Immigration Law Compliance	1
E-Verify	5
.....	6
.....	7
Disclosure Statement.....	8
Statement of Non-Collusion	11
Indemnification.....	14
Agreement	14
Bid Bond	16
Performance Surety.....	20
Bid Submittal and Pricing Sheet	25
Executive Summary.....	29
Best Value	29
A Commitment to Excellence	29
Local Leadership with National Support.....	31
Sustainability	32
Safety	32
Talent.....	33
Climate Leadership	33
Communities	33
Company Overview	35
Local Presence.....	35
Our Company	35
Vision	36
Values	36
Our Promise	36
Sustainability	36
People	36
Leadership	37
Ownership	37
Ownership beyond five percent.....	37
Credit Rating	37
Associations	37
Facilities.....	39

Hauling Company.....	39
Transfer Station.....	40
Recycling Center.....	40
Landfill	41
Customer Resource Center (CRC)	41
Facilities Serving Tarrant, Al.....	42
Collections – Operations.....	43
Operations Overview	43
Operations Training.....	43
Routing Optimization.....	44
Communication with the Community	44
Economy of Scale	44
Digital Operations	45
Collection – Residential.....	46
Residential MSW Collection	46
Post Collections – Transfer Stations and Landfills	48
Post-Collection Process	48
Transfer Station.....	48
Landfill	48
Local Mt. Olive Landfill Profile	49
Regulatory Compliance	49
Customer Service.....	51
Redefining Customer Service.....	51
Knowing Our Customers	51
Optimal Call Center Hours.....	51
Customer Self-Service	51
Access to Live Agents, Virtually	52
Post-Call Customer Satisfaction Surveys	53
Net Promoter Score.....	54
OneFleet	55
Preventive Maintenance	55
Planning and Scheduling	55
Workplace Organization	56
Training.....	56
Drivers Practice	56
Parts Management	56

Vehicle Inspection Reports	56
Vehicle Appearance	57
Safety.....	58
Safety Overview	58
Think. Choose. Live.®	58
ReSOP Program	58
Safety Meetings & Training.....	59
Safety Recognition Program	59
Quality Control	59
Together for Safer Roads	61
Focus 6.....	61
Personal Protective Equipment.....	61
Driver of the Year Awards	61
Financials and Other Requested Information.....	63
Financial Overview	63
Financial Reporting	63
Labor Agreements and Wages	63
Litigation Information	64
Summary Financial	65
Information – Income Statement.....	66
Bank & Credit References.....	67
Creative Offerings and Solutions	68
Our additional products enable Tarrant Bulb & Battery Recycling.....	68
Product Delivery Options.....	68
Collection Methods	68
Peace of Mind	68
Electronics Recycling	70
Sustainability	70
Safety	70
Security.....	71
Environmental Protection	71
Storage Space	71
Product Delivery Options.....	71
Collection Methods	71
Equipment List.....	72
Similar Size	73

..... 73
Certificate of Insurance..... 74
..... 75
Jefferson County SWCP..... 76
Tarrant Business License..... 77
Certificate of Good Standing..... 78
Certificate of Secretary..... 79
..... 79
References..... 80



Immigration Law Compliance

City of Tarrant

Mayor Wayman Newton
1133 East Lake Blvd.
Tarrant, AL 35217

Invitation to Bid Solid Waste Collection

IMMIGRATION LAW COMPLIANCE FORM

BIDDER: BFI Waste Services, LLC dba Republic Services of Birmingham

ADDRESS: 3950 50th St SW

CITY/STATE/ZIP: Birmingham, AL 35221

Section 31-13-9 of the *Code of Alabama*, as amended (see Alabama Act No. 2012-491) (the "Act") is applicable to all contracts entered into with the City of Tarrant, Alabama ("City") via a competitive bidding process.

Be advised that as a condition for the award of any contract that is competitively bid and awarded by the City to a business entity or employer that employs one or more employees, the Act requires that the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Be further advised that as a condition for the award of any contract that is competitively bid and awarded by the City to a business entity or employer that employs one or more employees within the State of Alabama, the Act requires that the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

Information about "E-verify" can be found at web address: <https://e-verify.uscis.gov/enroll> and the program is operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Be further advised that the Act requires that any subcontractor, on a project paid for by a contract that is competitively bid and awarded by the City, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. During the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. A business entity or employer who has been awarded a contract with the City through a competitive bidding process should maintain records of such compliance in case verification is required by the City or a law enforcement agency.

Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, termination of employees, and possibly suspension or revocation of business licenses and permits in accordance with the Act, among other things.

1. Are you a business entity or employer that employs one or more employees within the State of Alabama?

No

Yes, and I have enclosed documentation along with this form establishing that I am enrolled in the E-Verify program.

If you answered "Yes," then you must provide such documentation with this form. A copy of your E-Verify Memorandum of Understanding is acceptable documentation.

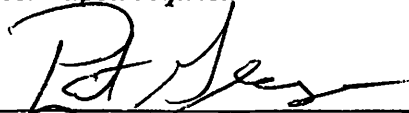
2. Pursuant to the Act and by operation of law, the following provision shall be incorporated into any contract that is awarded by the City as a result of this competitive bid process, regardless of whether or not the same is expressly set forth in the written documents relating to such contract:

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

IF BIDDER IS A BUSINESS ENTITY

On behalf of the named Bidder as its duly authorized representative, I do hereby represent and affirm that the response to #1 above is true and correct; that, on behalf of the Bidder, I fully agree with and accept the statement in #2 above; and that the City of Tarrant, Alabama, may fully rely on the same. I also acknowledge that I have received notice of and reviewed all of the information contained in this document and that I understand and hereby accept the same. Further, I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Signature of Authorized Representative:



Printed Name of Representative:

Pat George

Title of Representative:

General Manager

Date:

6/13/201

STATE OF ALABAMA §
COUNTY OF Bibb §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Pat George, whose name as General Manager of BFI Waste Services, LLC dba Republic Services of Birmingham is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said legal entity on the day the same bears date.

GIVEN under my hand and seal this the 13 day of June, 2024.

Angela Carroll
Notary Public

IF BIDDER IS AN INDIVIDUAL

As the individual Bidder named above, I do hereby represent and affirm that my response to #1 above is true and correct; that I fully agree with and accept the statement in #2 above; and that the City of Tarrant, Alabama, may fully rely on the same. I also acknowledge that I have received notice of and reviewed all of the information contained in this document and that I understand and hereby accept the same. Further, I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

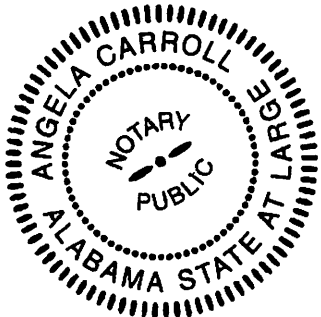
Signature: _____

Date: _____

STATE OF ALABAMA §
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, _____.



Notary Public



E-Verify

E-Verify



Company ID Number: 40635
Client Company ID Number: 356205

Company Name: BFI Waste Services, LLC

Company Facility Address: 5235 Us Hwy 431

Albertville, AL 35950

County or Parish: MARSHALL

Employer Identification
Number: 861006825

North American Industry
Classification Systems
Code: 562

Parent Company:

Number of Employees: 2,500 to 4,999

E-Verify



Company ID Number: 40635
Client Company ID Number: 356205

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer **BFI Waste Services, LLC**

Alexander Uls Director - Employment Practices
Name (Please Type or Print) Title
Alexander Uls 9/21/10
Signature Date

Designated Agent **LawLogix Group, Inc.**

Craig Duff
Name (Please Type or Print) Title
Electronically Signed 09/08/2010
Signature Date

Department of Homeland Security – Verification Division

Name (Please Type or Print) Title
Signature Date

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

E-Verify



Company ID Number: 40635
Client Company ID Number: 356205

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer BFI Waste Services, LLC

_____ Name (Please Type or Print)	_____ Title
_____ Signature	_____ Date

Designated Agent LawLogix Group, Inc.

Craig Duff _____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	09/08/2010 _____ Date

Department of Homeland Security – Verification Division

USCIS Verification Division _____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	09/21/2010 _____ Date

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:



Disclosure Statement

City of Tarrant

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

Invitation to Bid Solid Waste Collection

DISCLOSURE STATEMENT

BIDDER: BFI Waste Services, LLC dba Republic Services of Birmingham

ADDRESS: 3950 50th St SW

CITY/STATE/ZIP: Birmingham, AL 35221

In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Tarrant, Alabama, requires each Bidder to provide the following information in anticipation of a contract award. Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than 5% of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Tarrant, Alabama, such that the City employee or official will benefit from this Contract?

Yes No

If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit.

2. Do you understand and acknowledge that:

a. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds **unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission;**

b. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and

c. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into?

Yes No

IF BIDDER IS A BUSINESS ENTITY

On behalf of the named Bidder as its duly authorized representative, I do hereby represent and affirm that the above information is true and correct and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Signature of Authorized Representative: Pat George

Printed Name of Representative: Pat George

Title of Representative: General Manager

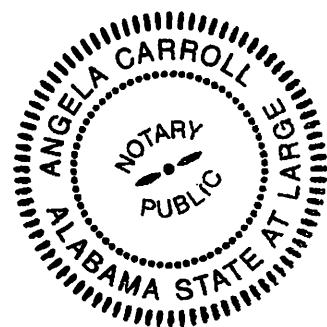
Date: 6/13/24

STATE OF ALABAMA §
COUNTY OF Bibb §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Pat George whose name as General Manager of AI Waste Services, LLC DBA Republic Services of Birmingham is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said legal entity on the day the same bears date.

GIVEN under my hand and seal this the 13 day of June, 2024

Angela Carroll
Notary Public





Statement of Non-Collusion

City of Tarrant

Mayor Wayman Newtong
1133 East Lake Blvd.
Tarrant, AL 35217

Invitation to Bid Solid Waste Collection

STATEMENT OF NON-COLLUSION

BIDDER: BFI Waste Services LLC, dba Republic Services of Birmingham

ADDRESS: 3950 50th St SW

CITY/STATE/ZIP: Birmingham, AL 35221

For the above-named Bidder and for myself, I hereby declare and aver that there has been no agreement or collusion by the Bidder with any other bidder or prospective bidder to propose a fixed price or to refrain from submitting a bid or to act in any similar way that would render this Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the City of Tarrant, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding fifty thousand dollars (\$50,000.00) is a Class C felony. *See Ala. Code § 39-2-2(c) (1975).*

Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Bid is made without any connection or collusion with any person submitting another Bid in response to this ITB as stated above.

IF BIDDER IS A BUSINESS ENTITY

On behalf of the named Bidder as its duly authorized representative, I do hereby represent and affirm that the above information is true and correct and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Signature of Authorized Representative:

Pat George

Printed Name of Representative:

Pat George

Title of Representative:

General Manager

Date:

6/17/24

STATE OF ALABAMA

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COUNTY OF Bibb

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Pat George, whose name as General Manager of FI Waste Services LLC, DBA Republic Services of Birmingham is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said legal entity on the day the same bears date.

GIVEN under my hand and seal this the 13 day of June, 2024.

Angela Carroll
Notary Public

IF BIDDER IS AN INDIVIDUAL

As the individual Bidder named above, I do hereby represent and affirm that the above information is true and correct and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Signature: _____

Date: _____

STATE OF ALABAMA

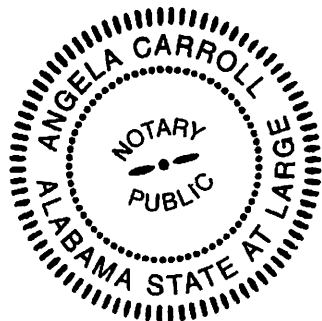
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COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, _____.

Notary Public





Indemnification Agreement

City of Tarrant

Mayor Wayman Newton
11133 East Lake Blvd.
Tarrant, AL 35217

**Invitation to Bid
Solid Waste Collection**

INDEMNIFICATION AGREEMENT

BIDDER: BFI Waste Services LLC, DBA Republic Services of Birmingham

ADDRESS: 3950 50th St SW

CITY/STATE/ZIP: Birmingham AL 35221


Bidder agrees that, as Contractor, it will protect, defend, indemnify, save, and hold harmless the City of Tarrant, Alabama, and its officials, agents, servants, employees, and representatives from and against any and all claims, demands, expenses, and liabilities arising out of injury or death to any person or out of the damage, loss, or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, employees, or subcontractors, or any and all costs, expenses, and/or attorney's fees incurred by Contractor as a result of any claims, demands, suits, or causes of action caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by Contractor or any subcontractor, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City.

Bidder agrees that, as Contractor, it will investigate, handle, respond to, provide defense for, and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false, or fraudulent. The City of Tarrant, Alabama, may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Bidder has included herewith a true and correct copy of the Certificate of Insurance evidencing the current coverages required under the terms of the Invitation to Bid.

IF BIDDER IS A BUSINESS ENTITY

On behalf of the named Bidder as its duly authorized representative, I do hereby represent and affirm that the above information is true and correct; that I acknowledge and accept the terms of the Indemnification Agreement set forth above; and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Signature of Authorized Representative: 

Printed Name of Representative: Pat George

Title of Representative: General Manager

Date: 6/13/24

STATE OF ALABAMA §
COUNTY OF Bibb §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Pat George, whose name as General Manager of IT Waste Services LLC, DBA Republic Services of Birmingham is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said legal entity on the day the same bears date.

GIVEN under my hand and seal this the 13 day of June, 2024.

Angela Carroll
Notary Public

IF BIDDER IS AN INDIVIDUAL

As the individual Bidder named above, I do hereby represent and affirm that the above information is true and correct; that I acknowledge and accept the terms of the Indemnification Agreement set forth above; and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

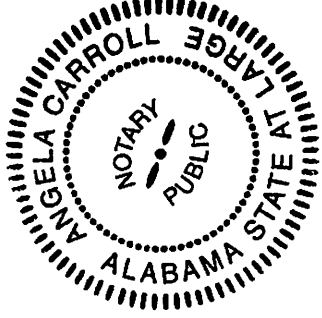
Signature: _____

Date: _____

STATE OF ALABAMA §
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, _____.



Notary Public



Bid Bond

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

**Invitation to Bid
Solid Waste Collection**

BID BOND

STATE OF ALABAMA

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COUNTY OF Jefferson

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, as Principal and Surety, are hereby held and firmly bound unto the City of Tarrant, Alabama, a municipal corporation, as Obligee, hereinafter called "the City," in the sum of Twenty Thousand Dollars and 00/100 Dollars (\$ 20,000.00) and for payment of such sum, well and truly to be made, said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The above obligation is made on the condition of Principal submitting to the City a certain Bid, the same being attached hereto and made a part hereof, to enter into a contract in writing with the City for the provision of **Solid Waste Collection Services** in accordance with the terms and conditions of the Invitation to Bid as the same are fully incorporated into the attached Bid.

NOW, THEREFORE, if said Bid shall be rejected, or, in the alternative, if said Bid shall be awarded and the Principal shall execute and deliver a Contract in the form specified in the Invitation to Bid for the above-referenced Project, and submit the insurance certifications as required by the Contract and fulfill all other qualifications and requirements of the Contract and Bid specifications and shall in all other respects perform according to the Contract, then this obligation shall be void. Otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE.
THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals, this the 18th day of June, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by their authorized representatives.

WITNESS:

Jamie Armfield
Jamie Armfield, Attorney in Fact

PRINCIPAL: BFI Waste Services, LLC dba
Republic Services of Birmingham

By: Amber Engel
Its: Amber Engel, Attorney in Fact

Address: 3950 50TH STREET SW
BIRMINGHAM, AL 35221

SURETY:

Evergreen National Indemnity Company

ATTEST:

Debbie Lindstrom
Attorney-in-Fact Debbie Lindstrom

By: Tatiana Gifter
Title: Tatiana Gifter, Attorney in Fact

Address: 6150 Oak Tree Blvd., Ste 440
Independence, OH 44131

NOTE: All Bonds and Sureties are subject to review and approval by the City Representative. Valid current Power of Attorney for Corporate Surety must be attached.

NOTE: In lieu of a Corporate Surety, Bidder may submit a check drawn on an Alabama bank to the order of the City of Tarrant, Alabama, in the amount of five thousand dollars (\$5,000.00).



POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Kathleen M. Mitchell, Scott C. Alderman, Amber Engel, Jamie Armfield, Holly E. Ulfers, Tatiana Gefer, or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 30th day of January, 2024 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Adrienne W. Wilhoit.

REPUBLIC SERVICES, INC.,
a Delaware corporation

Adrienne W. Wilhoit

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 30th day of January, 2024 by Kiara Gonzalez, Notary Public.



Notary Public

CERTIFICATE

I, the undersigned, John B. Nickerson, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 19th day of June, 2024 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, John B. Nickerson.

John B. Nickerson

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Tatiana Geffer

its true and lawful Attorney(s)-in-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Handwritten signature of Matthew T. Tucker in black ink.

Matthew T. Tucker, President

By:

Handwritten signature of David A. Canzone in black ink.

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K. Bowers
Notary Public
In and For the State of Ohio
My Commission Expires
August 13, 2024

Handwritten signature of Julie K. Bowers in black ink.

Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 19th day of June, 2024.

Handwritten signature of Wan C. Collier in black ink.
Wan C. Collier, Secretary



Performance Surety



USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

June 19, 2024

LETTER OF INTENT

City of Tarrant, Alabama, a municipal corporation

1133 Eastlake Blvd
Tarrant , AL 35217

RE: BFI Waste Services, LLC dba Republic Services of Birmingham
Solid Waste Collection Services

To Whom it May Concern:

We are writing to you at the request of BFI Waste Services, LLC dba Republic Services of Birmingham.
This principal has or is about to submit a Bid proposal for Solid Waste Collection Services

If a contract for this work is awarded to BFI Waste Services, LLC dba Republic Services of Birmingham,
Evergreen National Indemnity Company a surety licensed to conduct business in the
State of AL, has agreed to act as surety to issue the required Performance and/or
Payment Bond should one become a condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

Tatiana Geffer
Attorney-in-Fact
Evergreen National Indemnity Company



EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. Letter of Intent

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Tatiana Geffer

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Handwritten signature of Matthew T. Tucker.

Matthew T. Tucker, President

By:

Handwritten signature of David A. Canzone.

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K. Bowers
Notary Public
in and for the State of Ohio
My Commission Expires
August 13, 2024

Handwritten signature of Julie K. Bowers.

Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 19th day of June, 2024.

Handwritten signature of Wan C. Collier.
Wan C. Collier, Secretary

Bond No.: _____

Performance Bond

KNOW ALL BY THESE PRESENTS, That we _____, as Principal and _____, of _____, authorized to do business in the State of _____, as Surety, are held and firmly bound unto _____ as Oblige, in the maximum penal sum of _____ Dollars (_____), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Oblige to perform in accordance with the terms and conditions of the _____ (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above name Principal, its successors and assigns, shall well and truly perform its obligation as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept this Bond, this Bond shall be effective for the definite period of _____ to _____. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew, shall itself constitute a loss to the Oblige recoverable under this Bond or any extension thereof.
2. If there is no breach or default on the part of the Oblige, then the Surety's performance obligation under the bond shall only arise after:
 - a. The Oblige has notified the Principal and the Surety in writing at their respective addresses of the alleged breach with a detailed description thereof, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Oblige, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Oblige's right, if any, to subsequently declare a Principal default;
 - b. The Oblige has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Oblige has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Oblige.

3. No claim, action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within six months from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:

Attn: _____

SIGNED, SEALED AND DATED this _____ day of _____, _____.

Principal
By: _____

Surety
By: _____
Attorney-in-Fact



Bid Submittal and Pricing Sheet

City of Tarrant

Mayor Wayman Newton
1133 East Lake Blvd.
Tarrant, AL 35217

**Invitation to Bid
Solid Waste Collection**

BID SUBMITTAL & PRICING SHEET

A. BIDDER'S INFORMATION

Legal Name: BFI Waste Services LLC, DBA Republic Services of Birmingham

Business Address: 3950 56th St SW
Birmingham, AL 35221

Business Phone: 205-923-1650 Company's E-mail: www.RepublicServices.com

Authorized Representative: Joy Sadler

Title: Manager of Municipal Services

Representative Phone: 205-902-2812 (work) 205-929-5615 (cell)

Representative's Email Address(es): Jsadler@republicservices.com

B. BIDDER'S LICENSE INFORMATION

City of Tarrant Business License: 9625026250

Alabama Driver License number for each employee who will operate a Contractor vehicle under this ITB:

Employee Name	DL Number
	<u>Against Republic Policy</u>

Alabama Vehicle Registration information for each vehicle used in the performance of solid waste collection services under this ITB:

Vehicle Make/Model

License Plate Number

2020 Mack TEL4

1A0CDWE

2020 Mack TEL4

1A0CNXA

2016 Freightliner

1X60122A

It shall be Bidder's continuing responsibility as Contractor to provide City with updated DL information on each of its employees and registration information on each of its vehicles used to collect solid waste under the terms of this ITB and any resulting Contract.

C. ADDENDA

Bidder hereby acknowledges receipt of each following Addendum: No(s). _____, _____, _____, _____, _____, _____ (Bidder shall insert number of each Addendum received) and agrees that all Addenda issued are hereby made part of the Contract and the Bidder further agrees that this Bid includes all impacts resulting from said Addenda.

D. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS

[Intentionally omitted.]

E. BID GUARANTY

Attached hereto is a BID BOND/CHECK (circle one) issued by Evergreen National Indemnity Co. in the amount of \$ 20,000 as full satisfaction of the Bid Guaranty requirement contained in the Invitation to Bid.

F. BIDDER'S DECLARATION AND UNDERSTANDING

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid. Bidder shall be fully responsible for any damages or liability arising out of his or any subcontractor's pre-bid investigations.

Bidder understands and agrees that if a Contract is awarded, the City may elect to award to one provider or to any combination of providers that best serves the interests of the City.

Bidder further declares that he has carefully examined the Contract for this Bid and has checked and verified the completeness of the Contract; that he has personally reviewed the specifications set forth in the Invitation to Bid; and that he has satisfied himself as to the quantities involved, including materials, equipment, labor, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the Work is brief and is intended only to indicate the general nature of the Work and the Bid.

Bidder also declares that this Bid is made according to the provisions and terms of the Contract contained in the ITB, the terms of the same being hereby made a part of this Bid.

Bidder declares that he understands and agrees that the issuance of this ITB and the subsequent award of any Contract by the City does not in any way guarantee any particular volume of business to the successful Bidder. He further understands and agrees that payment will be made only for actual services rendered and only at the prices approved by the acceptance of the Bid and the award of a Contract, and he states that he will make no claim for anticipated profits due to any perceived lack of Work or requests for service.

H. BEGINNING OF SERVICE

Bidder further agrees to begin the Work on the date stated in the Notice to Proceed and to fully complete the Work, in all respects, in a timely and professional manner as required by the ITB and the Contract.

I. EXPERIENCE OF BIDDER

If requested by City before or after Bid Opening, Bidder agrees to furnish information establishing Bidder's experience and proficiency in this industry within the last five (5) years.

J. PERFORMANCE OF WORK BY CONTRACTOR

It is expected that Bidder will perform 100% of the Work with his own forces.

K. PRICING

Bidder agrees to perform the Work at the unit prices bid below and to accept as final payment for the Work performed for this Project the extension of each such unit price for services actually rendered. Bidder further agrees that the prices and charges set forth below are inclusive of all other charges for the services rendered under the terms and conditions of this ITB and any resulting Contract.

At the end of each twelve (12) month interval throughout the Contract, there shall be an automatic price adjustment (up or down) based on the Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics for the previous calendar year. The Contractor's rate will be adjusted annually according to the most recent CPI rate for water and sewer and trash collection services, but in no year shall any adjustment exceed five percent (5%) over the previous year's rate. Pricing may also be negotiated for amounts above the CPI should the parties deem it appropriate due to a change in conditions under the agreement. Franchise fees can be included in the rate.

Service includes automated curbside collection of Residential Solid Waste from one (1) 95-gallon Container at each individual Residential Unit one (1) time per week, and may include special collection from Residential Units for other waste materials at Contractor's sole discretion and upon such terms and conditions as Contractor shall specify.

SOLID WASTE COLLECTION (monthly rate per Residential Unit)	\$ <u>26.96</u>
Additional Container * <i>Rate includes Franchise fee *</i>	\$ <u>18.00</u>

IF BIDDER IS A BUSINESS ENTITY

On behalf of the named Bidder as its duly authorized representative, I do hereby represent and affirm that the above information is true and correct and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Signature of Authorized Representative: Pat George

Printed Name of Representative: Pat George

Title of Representative: General Manager

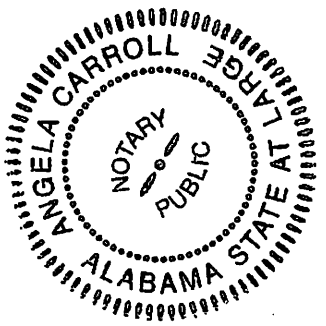
Date: 6/13/24

STATE OF ALABAMA §

COUNTY OF Bibb §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Pat George, whose name as General Manager of BFI Waste Services LLC, dba Republic Service of Birmingham is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said legal entity on the day the same bears date.

GIVEN under my hand and seal this the 13 day of June, 2024
Angela Carroll
Notary Public



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 15th day of 2024, July while in regular session on Monday, July 15th, 2024, 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 15th day of July, 2024.

[SEAL]





Dr. Laverne Knight, City Clerk

RESOLUTION NO. 9186

A RESOLUTION AUTHORIZING THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BY THE CITY OF TARRANT, ALABAMA, RECEIVED UNDER THE STANDARD ALLOWANCE PROVISION FOR LOST REVENUE PURSUANT TO 31 C.F.R. § 35.

WHEREAS, the City of Tarrant, Alabama, (“City”) has been impacted and continues to be impacted by the novel coronavirus that causes Covid-19 and its variants; and

WHEREAS, on March 11, 2021, the Federal Government enacted the American Rescue Plan Act of 2021 (“ARPA,”) and

WHEREAS, on May 17, 2021, the U.S. Department of Treasury (“DOT”) published the interim rule providing guidance and requirements to state and local governments for use of funds; and

WHEREAS, on January 11, 2022, the DOT enacted the final rule regarding the implementation and use of the Coronavirus Local Fiscal Recovery Fund (“CLFRF”) and

WHEREAS, pursuant to 35 C.F.R. § 35 of the final rule interpreting the ARPA created an option for non-entitlement units (“NEU”), or local municipalities, to claim a standard allowance for revenue lost during the Covid-19 pandemic and states of emergencies as enacted at the federal and state levels in an amount not to exceed \$10 million or the maximum amount received by a NEU from the DOT which ever amount is less; and

WHEREAS, in allocating the funds under the standard allowance provision, the final rule requires these funds to be used generally for services traditionally provided by that local government/NEU subject to other provisions in the ARPA, federal, and state law; and

WHEREAS, having considered the ARPA, the final rule, following extensive discussions, the City Council of the City of Tarrant, Alabama, (“City Council”) finds it is in the best interest of its citizens in order to most effectively use its ARPA funds for the health, safety, and welfare of its citizens in compliance with the ARPA, the final rule, and state law to declare the City’s balance of ARPA funds as revenue loss from the COVID-19 pandemic and relevant states of emergencies to be the full amount allocated to the City from the DOT; and

WHEREAS, having been declared loss revenue pursuant to 31 C.F.R. § 35, the City shall allocate, appropriate, and otherwise use the City’s ARPA funds received for services traditionally provided the City; and

WHEREAS, the City Council is adopting and approving this Resolution to cover any and all ARPA funds that have been or will be appropriated or expended by the City; and

WHEREAS, the City Council is also directing the Mayor or his designee to maintain expenditure amounts and submit any required report under the ARPA to the DOT or state government.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, July 15, 2024, at 7:00pm, a quorum being duly assembled, the following:

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

Section 2. The City Council finds it is in the best interest of the City and its citizens to declare pursuant to 31 C.F.R. § 35 et. seq the ARPA funds received by the City be and hereby declared revenue loss resulting from the Covid-19 pandemic and related states of emergencies. Based on the standard allowance as provided in the DOT’s final rule, the City shall allocate and appropriate these funds as city funds may be generally used and expended.

Section 3. In appropriating or otherwise expending these ARPA funds, the funds will be expended on an as-needed basis or appropriated in the City’s fiscal year budget, unless otherwise expended.

Section 4. Any ARPA funds previously expended by the City be is hereby ratified and approved by the City Council under the standard allowance rule, and that any funds expended heretofore are declared to be for a purpose or service that is traditionally provided by the City.

Section 5. The Mayor or his designee is hereby authorized to oversee to expenditure of the funds as these funds are authorized to be expended by the Council, and that the Mayor or his designee shall be responsible for maintain an accurate account ledger and balance of the expenditures and for submitting any required report for the use of the funds.

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

Adopted this the 15th day of July, 2024.

Approved:

Wayman Newton
Mayor

Attest:

Laverne Knight, Ph.D.
City Clerk

Tabled 7.15.24

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 the Resolution duly adopted by the City Council of the City of Tarrant, Alabama, during a regularly scheduled council meeting on the 15th day of July, 2024.

Witness my hand and seal of office this the _____ day of July, 2024.

Laverne Knight
City Clerk

Tabled 7.15.24

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9187

A RESOLUTION AUTHORIZING THE PAYMENT OF THE SALARY OF THE CITY MANAGER, REINSTATEMENT OF ALL BENEFITS PREVIOUSLY PROVIDED TO THE CITY MANAGER, AND DIRECTING BACK PAY OF ANY SALARY AND BENEFITS TO THE CITY MANAGER.

WHEREAS, on or about June 5, 2023, the City Council of the City of Tarrant, Alabama, ("City Council") by Resolution 9019, pursuant to Ordinance 1154, appointed and hired John Brown as city manager; and

WHEREAS, the appointment and Mr. Brown's authority to hold office of the city manager was challenged by State ex rel. Deanna Ceasor v. John Brown, 01-CV-2023-907397.000 (John Brown v. State of Alabama ex rel Deanna Ceasor, Alabama Supreme Court Docket No SC-2024-0066); and

WHEREAS, pursuant to Judge Ballard's order dated June 6, 2024, the execution of the judgment of the court is stayed pending appeal of the matter to the Alabama Supreme Court which has the effect of allowing Mr. Brown to remain as city manager until disposition of the appeal or may otherwise be ordered by the court (a copy of the order granting the stay of execution of the judgment is attached as Exhibit 'A' to this Resolution); and

WHEREAS, as Mr. Brown has continued his work as city manager but has yet to be paid, the City Council finds Mr. Brown is entitled to, since the circuit court order is stayed pending the disposition of the appeal or as may be otherwise ordered, reinstatement of his salary, benefits, and back pay from the date of the order of stay to present, and directs the city to pay same to Mr. Brown as soon as practical.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session a quorum duly assembled on Monday, July 15, 2024, at 7:00 p.m. a quorum being duly assembled as follows:

Section 1. Thea above stated preamble is hereby approved, ratified, and reinstated as if fully set out herein.

Section 2. Pursuant to the circuit court's order staying its final judgment pending the disposition of the appeal in the styled matter, Mr. John Brown is entitled to resume all salary payments, benefits, and back pay from the date of the order staying the circuit court's judgment (e.g., June 6, 2024) through present, and shall continue all

payments due to Mr. Brown for his continued employment as city manager until the disposition of the appeal or which may be otherwise ordered by the circuit court or supreme court.

Section 3. The City shall, through its normal payroll operations and pursuant to policies, remit payment to Mr. Brown of the salary, benefits, and back pay as soon as practical. Any payments shall be subject to all tax and other withholdings as required.

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

Adopted this the 15th day of July, 2024.

Adopted: _____

Attest: _____
Laverne Knight, PhD., City Clerk

Tabled 7.15.24

Exhibit A

Circuit Court Order Staying Judgment

Tabled 7.15.24



ELECTRONICALLY FILED
6/6/2024 9:34 AM
01-CV-2023-901937.00

CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

STATE OF ALABAMA, Ex Rel.)
DEANNA CEASOR, Informant,)
Plaintiff,)
)
v.)
)
JOHN C. BROWN,)
Defendant.)

01-CV-2023-901937

ORDER

For good cause shown, the MOTION TO ACCEPT SUPERSEDEAS BOND AND TO STAY EXECUTION OF JUDGMENT filed by Defendant JOHN C. BROWN is GRANTED.

The bond attached to the Defendant's motion is accepted and, on that basis, the execution of judgment is STAYED pending the outcome of the appeal of this matter by the Defendant.

DONE and ORDERED this 6th day of June, 2024.

/s/ PAT BALLARD
CIRCUIT JUDGE

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 15th day of July, 2024, while in regular session on Monday, July 15, 2024, 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 ____ day of July, 2024.

Laverne Knight, City Clerk

Tabled 7.15.24

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9188

A RESOLUTION AUTHORIZING THE CONTRACT RENEWAL OF CIVICPLUS FOR THE SERVICES OF THE CITY OF TARRANT WEBPAGE AND MUNICODE DESIGN.

Whereas, the City of Tarrant uses information technology to establish effective communication between its citizens and local government entities; and,

Whereas, the City of Tarrant contracts CivicPlus on an annual basis as their webpage designer; and,

Whereas, CivicPlus submits an annual fee for services in establishing effective communication between the city of Tarrant citizens and its local government entities.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, July 15, 2024 at 7:00 pm as follows:

Section 1. That payment of \$3,800.00 be paid to CivicPlus for contract renewal beginning September 1, 2024 and ending August 31, 2025 as identified in Exhibit 'A.'

Section 2. That the costs of the payment to CivicPlus be paid from the City of Tarrant General Fund.

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

ADOPTED THIS THE 15th DAY OF JULY, 2024

The City of Tarrant, Alabama

APPROVED: _____

WAYMAN NEWTON, MAYOR

ATTEST: _____

Dr. Laverne Knight, City Clerk

EXHIBIT "A"

Tabled 7.15.24



Invoice

#308189

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

9/1/2024

PO #

Bill To
Tarrant Alabama
PO Box 170220
Tarrant Alabama 35217

TOTAL DUE
\$3,800.00
Due Date: 10/1/2024

Terms	Due Date	PO #	Approving Authority
Net 30	10/1/2024		

Qty	Item	Start Date	End Date
1	Municode Meetings Premium Annual Renewal	9/1/2024	8/31/2025

Total \$3,800.00

Due \$3,800.00

To pay your invoice with a credit card [Click Here](#).

Expired 7.15.24

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

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Witness my hand and seal of office this the 15th day of July, 2024.

[SEAL]

Dr. Laverne Knight, City Clerk

Tabled 7.15.24

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9189

A RESOLUTION AUTHORIZING THE CONTRACT RENEWAL OF SAGE FIXED ASSETS FOR THE SERVICES OF THE CITY OF TARRANT FIXED ASSETS SOFTWARE USED FOR ITS GENERAL ACCOUNTING PRACTICES.

Whereas, the City of Tarrant uses information technology software to establish effective general accounting practices regarding its fixed assets; and,

Whereas, the City of Tarrant contracts Sage Fixed Assets on an annual basis for their effective software; and,

Whereas, Sage Fixed Assets submits an annual fee for services in providing the software needed for the City of Tarrant general accounting practices.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, July 15, 2024 at 7:00 pm as follows:

Section 1. That payment of \$3,135.00 be paid to Sage Fixed Assets for contract renewal subscription beginning August 12, 2024 and ending August 11, 2025 as identified in Exhibit 'A.'

Section 2. That the costs of the payment to Sage Fixed Assets be paid from the City of Tarrant General Fund.

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

ADOPTED THIS THE 15th DAY OF JULY, 2024

The City of Tarrant, Alabama

APPROVED: _____

WAYNE NEWTON, MAYOR

ATTEST: _____

Dr. Laverne Knight, City Clerk

Tabled 7.15.24

Sage Fixed Assets Renewal Invoice



Invoice#: 2002707174
Renewal Date: 05/19/2024
Due Date: 08/11/2024

Sold To:
Account Number: 4002627146
City of Tarrant
1133 E Lake Blvd
Tarrant, AL 35217-2401
USA

Contact Person:
Contact: Shayla Myricks
Phone Number:
E-mail Address: smyricks@cityoftarrant.com

Ln	Qty	Item	Description	Total Price (In USD)
10	1	SFASGOLD1	EMN SAGE FIXED ASSETS GOLD SUBSCRIP (08/12/2024 - 08/11/2025)	\$3,136.00
			Net:	\$3,136.00
			Subtotal:	\$3,136.00
			Sales Tax:	\$0.00
			Total:	\$3,136.00
			SAGE FIXED ASSETS DEPRECIATION NWL Subscription Activation Annual	

How to renew your plan:
By phone (credit card or eCheck)
Contact us at 888-864-9051

Prices subject to change. Please refer to <http://www.na.sage.com> for the most up-to-date information regarding our current product and service offerings.

The sales tax amount is estimated based on the current rates and regulations at the time this notice was generated and is subject to regulatory change between now and the date of sale.

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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 15th day of July, 2024, while in regular session on Monday, July 15th, 2024, 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 15th day of July, 2024.

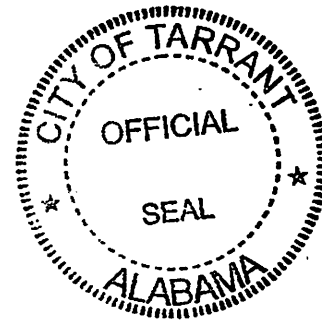
[SEAL]

Dr. Laverne Knight, City Clerk

Tabled 7.15.24

CITY OF TARRANT
VOUCHERS LIST

July 12, 2024



<u>Bank Name</u>		<u>Bank Number</u>					
E911 Account		0215906779					
<u>Payment Number</u>	<u>Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Pymt Grp.</u>	<u>Payment Date</u>	<u>Payment Amount</u>	
5057	CHK	At & T	407		07/11/2024	\$209.00	
5058	CHK	At & T Mobility	1857		07/11/2024	\$2,746.56	
Bank Total:						\$2,955.56	
Bank Payment Count:						2	

<u>Bank Name</u>		<u>Bank Number</u>					
General Fund		0017572649					
<u>Payment Number</u>	<u>Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Pymt Grp.</u>	<u>Payment Date</u>	<u>Payment Amount</u>	
53737	CHK	Alabama Child Support	37		07/11/2024	\$1,389.34	
53738	CHK	Alabama Crime Victims Comp Com	156		07/11/2024	\$28.00	
53739	CHK	Alabama Municipal Court Clerks	245		07/11/2024	\$100.00	
53740	CHK	Alabama Peace Officers Annuity	160		07/11/2024	\$52.00	
53741	CHK	At & T Mobility	1857		07/11/2024	\$1,155.05	
53742	CHK	Atkins & Goolsby	1996		07/11/2024	\$1,984.07	
53743	CHK	Autozone	1005		07/11/2024	\$154.34	
53744	CHK	Avenu	1773		07/11/2024	\$1,425.11	
53745	CHK	Baker & Taylor Entertainment	208		07/11/2024	\$864.64	
53746	CHK	Barnes & Barnes Law Firm, P.C.	3257		07/11/2024	\$2,000.00	
53747	CHK	Bennett, Patrick	642		07/11/2024	\$170.00	
53748	CHK	Birmingham Water Works	16		07/11/2024	\$393.66	
53749	CHK	CJ'S VENTURES LLC	3372		07/11/2024	\$3,275.00	
53750	CHK	Community Urgent Care Of Fulto	2100		07/11/2024	\$299.00	
53751	CHK	Dolphin Pest Control	62		07/11/2024	\$451.00	
53752	CHK	Econo Printing Service, Inc.	598		07/11/2024	\$733.66	
53753	CHK	Econo Signs, Llc	1830		07/11/2024	\$38,566.03	
53754	CHK	Elite Youth Football League	2002		07/11/2024	\$1,100.00	
53755	CHK	Express Oil Change Llc	66		07/11/2024	\$3,432.98	
53756	CHK	Finance Department, State	155		07/11/2024	\$692.50	
53757	CHK	Jacqueline Anderson Smith	1851		07/11/2024	\$678.60	
53758	CHK	Jefferson County District	927		07/11/2024	\$227.32	
53759	CHK	Jefferson County Library	271		07/11/2024	\$69.00	
53760	CHK	Kessler's Pharmacy	724		07/11/2024	\$15.10	
53761	CHK	KIONNA GLOVER	3373		07/11/2024	\$100.00	
53762	CHK	Kyocera Document Solutions	1498		07/11/2024	\$228.74	
53763	CHK	Lowe's	258		07/11/2024	\$1,331.65	
53764	CHK	Massey,Stotser & Nichols, Pc	1906		07/11/2024	\$16,207.05	
53765	CHK	Municipal And Commercial Uniform And	134		07/11/2024	\$914.95	
53766	CHK	O'rear Hardware	1855		07/11/2024	\$3,715.66	
53767	CHK	Presiding Circuit Judge Admin	1985		07/11/2024	\$28.30	
53768	CHK	Quality Petroleum	1132		07/11/2024	\$10,921.14	
53769	CHK	Quill	76		07/11/2024	\$1,383.44	
53770	CHK	Rent One Llc	2020		07/11/2024	\$2,481.68	
53771	CHK	Republic Services #802	60		07/11/2024	\$2,425.70	
53772	CHK	Republic Services Mt Olive Msw	2033		07/11/2024	\$2,129.89	
53773	CHK	State Judicial Admin Fund	1304		07/11/2024	\$113.40	
53774	CHK	State Of Alabama Department	883		07/11/2024	\$115.55	
53775	CHK	Stone & Sons Electrical Cont.	189		07/11/2024	\$662.50	
53776	CHK	Tarrant Board Of Education	164		07/11/2024	\$140,234.05	
53777	CHK	The Sports Spot	2015		07/11/2024	\$14,880.00	
53778	CHK	United Way Of Central Alabama	241		07/11/2024	\$20.00	

Date/Time: 7/12/2024 5:17 PM

City of Tarrant
Payment Register

User:

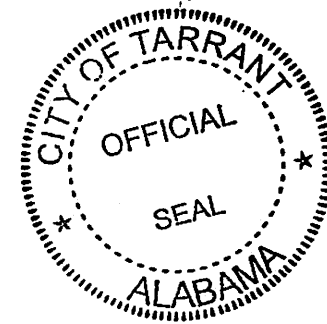
Shayla Myricks
Page 2 of 2

53779	CHK	WALDREP STEWART & KENDRICK, LLP	3156	07/11/2024	\$8,307.26
53780	CHK	We R Smart Llc	1887	07/11/2024	\$10,640.00
53781	CHK	Wells Fargo Financial Leasing	1315	07/11/2024	\$317.10
				Bank Total:	<u>\$276,414.46</u>
				Bank Payment Count:	45

TARRANT ELECTRIC DEPARTMENT

VOUCHER LIST

July 12, 2024



System: 7/1/2024 11:27:04 AM
User Date: 7/1/2024

City of Tarrant Electric Depar
COMPUTER CHECK REGISTER
Payables Management

Page: 1
User ID: khendricks

Batch ID: CHK07042024KH
Batch Comment:

Audit Trail Code: FMCHK00001016
Posting Date: 7/1/2024

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
43316	7/1/2024	00000000000013418	132	AMERICAN FIDELITY ASSURANCE	\$512.06
43317	7/1/2024	00000000000013419	20	AAA ENVIRONMENTAL SERVICE	\$43.50
43318	7/1/2024	00000000000013420	2368	CORBITT POWER & LIGHT LLC	\$22,384.37
43319	7/1/2024	00000000000013421	3052	ROBERT PESNELL	\$297.50
43320	7/1/2024	00000000000013422	5272	ROGER VOSS	\$595.00
43321	7/1/2024	00000000000013423	5736	DARRYL TRUCKS	\$595.00
43322	7/1/2024	00000000000013424	672	LIBERTY NATIONAL LIFE INSURANC	\$326.79
43323	7/1/2024	00000000000013425	7875	JASON HILL	\$140.00
43324	7/1/2024	00000000000013426	CSM002761	GEORGE ADAMS JR	\$242.55
43325	7/1/2024	00000000000013427	CSM101395	TARRANT HOUSING AUTH	\$242.60
Total Checks: 10					Checks Total: \$25,379.37

System: 7/11/2024 8:18:55 AM
 User Date: 7/11/2024

City of Tarrant Electric Depar
 COMPUTER CHECK REGISTER
 Payables Management

Page: 1
 User ID: khendricks

Batch ID: CHK071120243KH
 Batch Comment:

Audit Trail Code: PMCHK00001019
 Posting Date: 7/11/2024

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
043350	7/11/2024	00000000000013480	110	ALTEC INDUSTRIES INC	\$528.00
043351	7/11/2024	00000000000013481	1120	CITY OF TARRANT	\$30,781.32
043352	7/11/2024	00000000000013482	1240	BIRMINGHAM WATER WORKS BOARD	\$127.01
043353	7/11/2024	00000000000013483	1391	DOLPHIN PEST CONTROL	\$132.00
043354	7/11/2024	00000000000013484	154	ANSWERTEL	\$2,725.00
043355	7/11/2024	00000000000013485	15700	SOUTHERN CASH SOLUTION	\$240.00
043356	7/11/2024	00000000000013486	1601	ATKINS & GOOLSBY, INC	\$1,195.50
043357	7/11/2024	00000000000013487	20	AAA ENVIRONMENTAL SERVICE	\$1,100.00
043358	7/11/2024	00000000000013488	2038	TARRANT MEDICAL PC	\$75.00
043359	7/11/2024	00000000000013489	301	CINTAS	\$160.71
043360	7/11/2024	00000000000013490	4035	CHRISTOPHER THOMPSON	\$595.00
043361	7/11/2024	00000000000013491	4050	TYLER PAYNE	\$297.50
043362	7/11/2024	00000000000013492	461	FEDEX	\$125.70
043363	7/11/2024	00000000000013493	7875	JASON HILL	\$140.00
043364	7/11/2024	00000000000013494	9109	QUALITY PETROLEUM OF ALABAMA	\$842.77
043365	7/11/2024	00000000000013495	989	SHRED-IT USA	\$109.35
043366	7/11/2024	00000000000013496	CSM004467	JERRYL & ROSE MORTON	\$56.80
043367	7/11/2024	00000000000013497	CSM005609	LASHANE WILLIAMS	\$1,193.48
043368	7/11/2024	00000000000013498	CSM005979	SFR3 LLC	\$256.38
043369	7/11/2024	00000000000013499	CSM006081	ALABAMA RENTAL MANAGERS	\$371.99
043370	7/11/2024	00000000000013500	CSM006109	PFM HOLDINGS LLC	\$354.32
043371	7/11/2024	00000000000013501	CSM006841	DEMARIO H TAYLOR	\$160.91
043372	7/11/2024	00000000000013502	CSM102210	PARTNERS CONST. INVEST	\$288.06
043373	7/11/2024	00000000000013503	CSM103130	JOEL KIMBROUGH	\$342.70
Total Checks:	24			Checks Total:	\$42,199.50

