

TARRANT CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS
REGULAR MEETING
AUGUST 19, 2024

AGENDA

REGULAR SESSION – 7:00PM

I. CALL TO ORDER

II. PRAYER

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. APPROVAL OF MINUTES

August 5, 2024- Regular Meeting *passed with amendment*

August 8, 2024- Special Meeting *passed-minutes not required*

VI. COMMUNICATIONS FROM THE MAYOR

VII. COMMITTEE REPORTS

VIII. OLD BUSINESS

- A. 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. *p*
- B. 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. *t*
- C. Resolution No. 9198 – A Resolution of the City of Tarrant Pursuant to Ordinance No. 1017 of the City of Tarrant Declaring Certain Properties a Public Nuisance 1254 Park Ave., Birmingham, Alabama 35217. Abatement. *Resolved.*

IX. NEW BUSINESS

- A. Resolution No. 9202 – A Resolution Appointing the New Municipal Court Judge to Preside Over the City of Tarrants Municipal Court for a Two-Year Term. *p*
- B. Resolution No. 9203 – A Resolution Authorizing the City Council of the City of Tarrant City Council to Separately Approve of the City of Tarrant Electric Department's Vouchers Separately from the City of Tarrant Vouchers. *p*

X. VOUCHERS AND EXPENSES

Ending August 16, 2024 *p*

XI. PUBLIC COMMENTS

XII. ADJOURN

CITY OF TARRANT
COUNCIL MEETING MINUTES
AUGUST 5, 2024
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday August 5, 2024, at 7:00 PM at City Hall.

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

Pastor Tracey Everson, a new City of Tarrant resident, lead those in attendance in the invocation. City of Tarrant Fire Chief Patrick Bennett lead those present in the Pledge of Allegiance.

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

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

A quorum was determined to be present at the meeting.

The minutes from the July 15, 2024 regularly scheduled council meeting and the minutes for the July 22, 2024 special meeting were presented for review and approval. After review, Councilor Threadford moved to approve the minutes. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

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

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 July 15, 2024, council meeting were approved.

The Mayor gave a statement wishing everyone a happy and first day of school on the upcoming Wednesday.

Councilor Threadford provided updated on all those in attendance on August 3, 2024 Wild Cat weekend from 10:00 am to 1:00 pm at the City of Tarrant Rec. Center. There were an estimated 200 families in attendance who were provided with backpacks, and about 30 free haircuts were given. A lengthy list of donators included; Chamber of Commerce, First Faith Baptiste Ministries City of Tarrant Councilor Cathy Freeman, City of Tarrant City Council recognized Manager John Brown, a few members from the Class of 85, and Charlie Waldrep were just a few that were acknowledged.

Councilor Freeman provided information on an upcoming 'Prayer Changers Walk' scheduled for Saturday, August 17, 2024 beginning at 11:00 am and ending 12:00 pm. The prayer walk will begin at Salvation Ministries 1225 East Lake Blvd. Councilor Freeman reminded all those in attendance that she was doing this event as a private citizen and not as a public official. Councilor Freeman indicated that the theme of the prayer walk would be 'Pray Without Ceasing' based on the biblical scripture taken from 1 Thessalonians 5:17. After Councilor Freeman provided information on the upcoming event she sincerely apologized to Mayor Newton for all past conflicts and arguments exchanged between herself and the Mayor. All in attendance provided Councilor Freeman support with a thank you and a clapping ovation. Councilor Freeman also provided the City Clerk with a poster describing the event indicating more information and her status clearly marked as a citizen with her private telephone number included.

There were no Committee Reports.

The Mayor and Council moved on to Old Business.

Councilor Threadford introduced 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. Councilor Threadford moved to table Resolution No. 9186 to the next regular scheduled meeting. 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 Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution No. 9186 was agreed, and the Resolution was tabled.

Next the City Council moved on to New Business.

Mayor Newton introduced and read Resolution No. 9191, A Resolution Removing Chief Wendell Major from the Office of Chief of Police for the City of Tarrant. There was no seconder.

Councilor Threadford introduced and read Resolution No. 9192, A Resolution Authorizing and Approving the City of Tarrant to Enter into a Purchase Agreement with Axon Enterprises, Inc. Councilor Threadford moved to table Resolution No. 9192 until American Rescue Plan Act (ARPA) Funds are resolved. 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 Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion table Resolution No. 9192 was agreed, and the Resolution was tabled.

Councilor Bryant introduced and read Resolution No. 9193, A Resolution Authorizing the Mayor to File on Behalf of the City of Tarrant, A Renewal Loan with Peoples Bank of Alabama. Councilor Bryant motioned to approve Resolution No. 9193. Councilor Threadford 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 Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9193 was agreed, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9194, A Resolution Authorizing the Purchase of 2025 Freightliner M2 Limb Loaders for Tarrant Public Works Department. Mayor Newton moved to table Resolution No. 9194 until a more detailed cost analysis is completed. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution No. 9194 was agreed, and the Resolution was tabled.

Councilor Anderson introduced and read Resolution No. 9195, A Resolution Authorizing the Submission of An Alabama 911 Board Cycle 10 Grant Application for Expenditures Related to the Transfer of Call Handling Services from the Jefferson County 911 to Tarrant Dispatch. Councilor Anderson moved to approve Resolution No. 9195. Councilor Threadford 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 Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9195 was agreed, and the Resolution was approved.

Councilor Threadford introduced and read Resolution No. 9196, A Resolution to Institute a Hiring Freeze on All Non-Public Safety Positions Within the City of Tarrant, Alabama, and the City of Tarrant, Alabama Electric Department. The Mayor mentioned that for the record, there is a high turn over rate in the Public Works Department and that if nothing gets done then it would be on the Council. Councilor Threadford moved to approve Resolution No. 9196. 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 Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9196 was agreed, and the Resolution was approved.

Resolution No. 9197 on the Agenda regarding Abatement for address 1525 Elizabeth Ave., Birmingham, Alabama 35217 was declared RESOLVED.

Mayor Newton stated that the next item on the agenda would be a public hearing, for consideration of declaring certain properties a public nuisance pursuant to Ordinance No. 1017 of the City of Tarrant. Mayor Newton opened a public hearing of abatement for each of the following properties:

Resolution No. 9198 – A Resolution of the City of Tarrant Pursuant to Ordinance No. 1017 of the City of Tarrant Declaring Certain Properties a Public Nuisance 1254 Park Ave., Birmingham, Alabama 35217. Abatement.

Resolution No. 9199 – A Resolution of the City of Tarrant Pursuant to Ordinance No. 1017 of the City of Tarrant Declaring Certain Properties a Public Nuisance 1342 Park Ave., Birmingham, Alabama 35217. Abatement.

Resolution No. 9200 – A Resolution of the City of Tarrant Pursuant to Ordinance No. 1017 of the City of Tarrant Declaring Certain Properties a Public Nuisance 1346 Park Ave., Birmingham, Alabama 35217. Abatement.

Resolution No. 9201 – A Resolution of the City of Tarrant Pursuant to Ordinance

No. 1017 of the City of Tarrant Declaring Certain Properties a Public Nuisance 1316
Thomason, Birmingham, Alabama 35217. Abatement.

After closing the public comments for the said properties, Mayor Newton recommended Resolution No. 9198 for abatement be tabled for next meeting to give the owner time to take care of the issue. Mayor Newton made a motion to table Resolution No. 9198. 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 Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution No. 9198 was agreed, and the Resolution was tabled.

Next Mayor Newton entertained a motion to entertain Resolution No. 9199, Resolution No. 9200, and Resolution No. 9201 all as a public nuisances pursuant to City of Tarrant Ordinance No. 1017. Councilor Bryant moved to approve Resolution No. 9199, Resolution No. 9200, and Resolution No. 9201 all as a public nuisance pursuant to City of Tarrant Ordinance 1017. Councilor Threadford 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 Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9199, Resolution No. 9200, and Resolution No. 9201 was agreed, and the Resolutions were approved.

The Council moved on to Presentations of Petitions and Other Communications.

There were no presentations and petitions and other communications.

Next, the City Council reviewed the vouchers and expenses for the City of Tarrant for August 5, 2024 and Tarrant Electric Department for August 5, 2024. Councilor Threadford moved to approve the vouchers and expenses for the City of Tarrant and the City of Tarrant Electric for week ending August 5, 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 John T. "Tommy" Bryant
Councilor Veronica Bandy Freeman
Mayor Wayman A. Newton

Not voting:

None

The yeas being three (3) and the nays being three (3) with zero (0) member not voting, the motion to approve the vouchers and expenses for the City of Tarrant for August 5, 2024 and the Tarrant Electric Department for August 5, 2024 failed.

Next, the Council moved to Public Comments.

First, Chuck Winborn questioned the Mayor character. Mr. Winborn reminded all those in attendance that he would continue providing past incidents on the Mayor due to Mayors continuous discreditation upon the Chief of Police. Mr. Winborn read a story written by Carol Robinson taken from al.com dated November 8, 2022. Mr. Winborn also recommended all those in attendance to read articles from Joey Bryant from al.com. Mayor Newton responded in defense by reading a past facebook post taken from Chuck Winborns' 2015 personal account.

Second, Ms. Paketha Mosley was asked to approach the podium. Ms. Mosley described a Municipal Court incident regarding the current magistrate. In the incident, she described the Municipal Court magistrate as disrespectful and irate behavior using phrases such as 'yelling, screaming etc.' Ms. Mosley submitted an incident report to the City of Tarrant Council for review. The Mayor apologized for the Magistrates behavior. Councilor Threadford affirmed municipal court records being publicly displayed on facebook's social media. Councilor Threadford asked the City Clerk to photocopy the written incident report for each Council member to ensure paper trail documentation.

Third, Ms. Julianne Tharp and Ms. Barbara Jackson provided an update on the organization called Greater Birmingham Alliance to Stop Pollution (Gasp). The organization described their efforts for the organization and informed the Council of a community talk to be held at the Tarrant Rec Center on August 15, 2024 at 6:00 pm.

Fourth, Valarie McClellan provided a view regarding the City of Tarrant conduct and questioned the current infrastructure of the City of Tarrant.

Fifth, Ms. Rivers of Messiah's House introduced herself and thanked everyone for their support. Ms. Messiah provided information on what the Messiah's House organization offers. Enrichment programs for children and classes included Math, Science and English. Ms. Rivers requested 100 males to volunteers to aid the organization.

There being no further comments from the public, the Mayor entertained a motion to adjourn. Councilor Threadford made a motion to adjourn. Councilor Anderson seconded the motion. A verbal vote was taken with all in favor. Meeting adjourned at approximately 7:56 pm.

Respectfully submitted,



Dr. Laverne Knight
City Clerk August 5, 2024

City of Tarrant Council Meeting, Alabama

READ AND APPROVED this the 5th day of August, 2024.

The City of Tarrant, Alabama

APPROVED: _____
WAYMAN NEWTON, MAYOR



ATTEST:



Dr. Laverne Knight

CITY OF TARRANT
COUNCIL SPECIAL CALLED MEETING MINUTES
AUGUST 8, 2024
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a special called meeting on Monday August 8, 2024, at 4:45 PM at City Hall.

Mayor Newton called the meeting to order at 4:45 PM.

There was no prayer.

There was no pledge of allegiance.

There was no roll call.

There were no minutes.

There were no communications from the Mayor.

There were no committee reports.

There was no old business.

There were no committee reports.

Mayor Newton announced new business.

Mayor Newton re introduced 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. There was discussion on adding \$1,200 to the current max amount of the previously approved \$86,518.00. Councilor Bryant made a motion to amend Resolution 9181 by adding \$1,200.00 to the said expenditure of \$86,518. Councilor Threadford seconded the motion. There was no unreadiness. 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:

None

The yeas being five (5), the nays being zero (0), with zero (0) member not voting, the motion to approve Resolution No. 9181 was agreed, and the Resolution was approved.

Mayor Newton introduced a discussion on Business License and recommended that the clerk be the authorized representative for the request. The City Clerk refused due to an already employee assigned to the task.

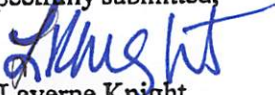
There was no presentation of petitions and other communications.

There were no vouchers and expenses.

There were no public comments.

The meeting ended at 5:10 pm with no formal closing.

Respectfully submitted,



Dr. Laverne Knight
City Clerk August 8, 2024

City of Tarrant Council Meeting, Alabama



ATTEST:


Dr. Laverne Knight

READ AND APPROVED this the 8th day of August, 2024.

The City of Tarrant, Alabama

APPROVED: _____
WAYMAN NEWTON, MAYOR

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 whichever 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, August 19, 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 for governmental services as required under ARPA and state law.

Section 3. In appropriating or otherwise expending these ARPA funds, the funds will be expended on an as-needed basis as appropriated by the City Council or through the passage of a budget.

Section 4. Previously, the City Council approved expenditures pursuant to Resolution 8865, Resolution 8983, Resolution 9017 were paid, at whole or in part, from the ARPA funds. Those expenditures, for a 2022 Ram 5500 Crew Cab Rescue Vehicle [Resolution 8865], a 2000 Spartan 75 Foot Quint Fire Engine [Resolution 8983], and a 2023 Spartan FC-94 Pumper Apparatus [Resolution 9017 as authorized by Resolution 8850] were found to be a permitted use under 31 C.F.R. § 35 et seq. and ARPA. Notwithstanding any prior approval of the expenditure of the ARPA funds and for clarity, the prior expenditures evidenced by the respective resolutions attached as Exhibit "A" are hereby approved and ratified as if being approved under this Resolution out of an abundance of caution and for clarity.

Section 5. The Mayor or his designee shall be responsible to 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.

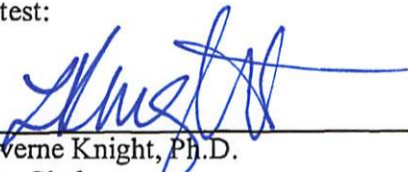
Adopted this the 19th day of August, 2024.

Approved:



Wayman Newton
Mayor

Attest:



Laverne Knight, Ph.D.
City Clerk

Exhibit A

Prior Expenditures of ARPA funds



AGENDA

CALL TO ORDER

PLEDGE & PRAYER

ROLL CALL

OLD BUSINESS

NEW BUSINESS

Resolution no. 8865 – Authorizing the Mayor to Reserve for Purchase a TFD Rescue Vehicle

PUBLIC COMMENTS

ADJOURN

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8865

A RESOLUTION AUTHORIZING THE MAYOR TO RESERVE FOR PURCHASE ONE (1) 2022 DODGE RAM 5500 CREW CAB RESCUE VEHICLE FOR THE CITY OF TARRANT'S FIRE AND RESCUE DEPARTMENT.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in a Special Called Meeting on Friday, February 11, 2022 at 5:30 pm as follows:

Section 1. That the Mayor is authorized to sign any required agreement to Reserve for Purchase a Rescue Vehicle for use by the Tarrant Fire and Rescue Department; and

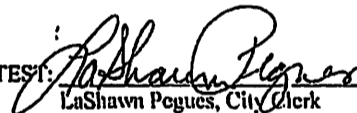
Section 2. That the purchase of one (1) 2022 Dodge Ram 5500 Crew Cab and Chassis for the Tarrant Fire and Rescue Department is hereby authorized; and

Section 3. That said 2022 Dodge Ram 5500 Crew Cab and Chassis, as described in Exhibit A, will be purchased from North American Fire Equipment Company (NAFECO); and

Section 4. That said expenditures, not to exceed \$175,000.00, shall be made from the City of Tarrant's General Fund.

APPROVED AND ADOPTED THIS THE 11TH DAY OF FEBRUARY, 2022

APPROVED: 
Wayman A. Newton, Mayor

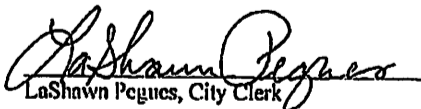
ATTEST: 
LaShawn Pegues, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, LaShawn Pegues, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Tarrant, Alabama, on the 11th day of February, 2022.

Witness my hand and seal of office this 11th day of February, 2022.


LaShawn Pegues, City Clerk

CITY OF TARRANT

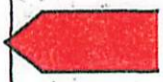
TARRANT, ALABAMA 35217

VENDOR #	VENDOR NAME	CK DATE	CK NO.
1134	NAFECO INC.	03-10-2022	40524
03-08-2022	42603-21	01-6102-261	42,170.50

42,170.50

**CITY OF TARRANT
PAYMENT VOUCHER**

DEPARTMENT: <u>Fire Dept.</u> SUBMITTED BY: <u>Patrick Bennett</u> DATE SUBMITTED: <u>2/15/22</u>	APPROVALS: DEPT HEAD: <u><i>Alfredo Pignone</i></u> MAYOR: _____ DATE: <u>2</u>
VENDOR NUMBER: <u>1134</u> VENDOR NAME: <u>NLAFCO</u> <p align="center"><u>Rosenbauer unit</u></p>	
TYPE (CHECK ONE) INVOICE: _____ G/L POSTING DATE: _____ CREDIT: _____ PAYMENT DUE: _____ PAYMENT TOTAL: <u>\$42,170.50</u>	
EXPLANATION (FOR OBTAINING A P.O.): <p align="center"><u>25% Down for R-77</u></p>	



PO #	FUND	ACCT	OBI	AMOUNT	INVOICE #	DATE
				\$42,170.50	42603-21	2/15/22

NOTES/INSTRUCTIONS:

PURCHASE REQUISITION

VENDOR NO. _____

No. _____

1134
NAFECO

DATE 2/15/22
SHADED AREAS FOR USE BY
PURCHASE DEPT.



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

SHIP TO: CITY OF TARRANT

C/O _____

ALA.

TRAFFIC: YES NO

TAX: 1-1/2% A 4% B NOT TAXABLE C SEE BELOW D

DEPT. Fire Dept.

Loc. NO	P.O. Number	P.O. Date	Status	Terms
---------	-------------	-----------	--------	-------

SHIPPED FROM	F.O.B.	N.I.P.	DATE PROMISED
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Date Req'd. or See Split Date Req'd.	Buyer Name	Reference	Type
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ITEM	ORDER Quantity	DESCRIPTION	PRICE	DISC %	UI	AMOUNT
	1	Dodge 5500 Light Duty Rescue Stock Unit 42603				
		25% PRE PAYMENT				\$42,170.50

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

P. Bennett
APPROVED - DEPT. HEAD 2/15/22

APPROVED - MAYOR

REQUISITION CONTROL STAMP



NAFECO

1515 West Moulton St.
Decatur, AL 35601
1-800-628-6233 fax 256-355-0852

INVOICE

42603-21

INVOICE

Customer Information

Name	City of Tarrant Fire Department		Cust #
Address	2593 Commerce Circle		
City	Tarrant	State/Zip	AL 35217
Phone	(205) 849-2820		

Date	2/15/2022
Order No.	
P.O.-#	
FOB	

Qty	Item Number	Description	Unit Price	Total
1.00		Dodge 5500 Light Duty Rescue Stock Unit #42603		
		25% Pre-payment		\$42,170.50

If you have any questions concerning this invoice please call 1-800-628-6233.

Salesperson D. Thrasher

Shipping	
Tax	
Other	

Invoice total **\$42,170.50**



NAFECO

Fire

Law Enforcement

EMS

Industrial

FIRE APPARATUS AGREEMENT OF SALE

THIS AGREEMENT is made between North America Fire Equipment Company, Inc. of Decatur, Alabama, ("Company") and

City of Tarrant Fire Department

Legal Name of Buyer

2593 Commerce Circle	Tarrant	Jefferson	AL	35217
Address	City	County	State	Zip Code

(205) 849-2820 (Station) ("Buyer")
Phone Number

1. **ACCEPTANCE:** Company agrees to sell and Buyer agrees to purchase the fire apparatus and equipment ("Apparatus") described in the Specifications incorporated as Exhibit A of this contract and in accordance with the terms and conditions set forth herein. In the event that both Company Specifications and Buyer's Bid specifications are incorporated and are in conflict, Company's specifications will apply.

2. **DELIVERY SCHEDULE:** The Apparatus will be ready for delivery F.O.B. to

Tarrant, AL

City State

in approximately 90-120 days after receipt of ORDER

3. **PRICE:** Buyer will pay to Company as the Purchase Price for the Apparatus, the sum of One hundred sixty-eight thousand six hundred eighty-two Dollars (\$ 168,682.00).

This purchase price includes the following taxes: N/A

Any applicable taxes not specifically noted above will be paid by the Buyer directly, or will be added to the Purchase Price and paid by Company. If Buyer claims exemption from any tax, Buyer agrees to furnish the applicable exemption certificate(s) (forms to be attached) and to indemnify and save Company harmless from any such tax, interest or penalty, which may at any time be assessed against Company.

"Working to make our customers and our community better by providing solutions with the safest and highest quality equipment and services."

Corporate Office: 1515 W Moulton St • Decatur AL 35601

Office: (800) 628-6233 • Fax: (256) 355-0852 • www.nafeco.com



Fire

Law Enforcement

EMS

Industrial

NAFECO

4. TERMS OF PAYMENT: Terms of payment will be:

- (A) Cash due upon signing.....\$ 42,170.50 .
- Upon completion/receipt of chassis.....\$ _____ .
- Cash due upon delivery.....\$ 126,511.50 .

(B) Check appropriate method of payment for balance due:

- Balance due at time of delivery
- ____ Conditional Sales Contract—Financing*
- ____ Lease-Purchase Agreement—Financing*

*Details of financing: simple interest rate of ____% for ____years, with ____% down payment required; at time of delivery ____/____ at time of signing.

All financing plans must be signed and received by Company prior to delivery.

(C) NO PAYMENT of any amount will be made to a Sales Representative without prior written approval from Company.

5. CONTINGENCIES: Company will have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other causes beyond Company's control.

6. WARRANTY: Company warrants new Apparatus of its own manufacture against defective workmanship and materials for a period of one year from date of delivery to the original Buyer.

Under this Warranty, Company's liability and Buyer's remedy is limited to Company furnishing Buyer, without cost, parts and labor required to replace defective material or workmanship when there is no indication of misuse, neglect, improper maintenance, accident or overloading of NAFECO manufactured Apparatus. Defects must be reported to Company in writing by Buyer within the warranty period. Parts and labor will be supplied after inspection by an authorized NAFECO Fire Apparatus Service Center or approved alternate with findings approved by the NAFECO Service Manager. Defective parts are to be shipped prepaid to Company when requested.

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Corporate Office: 1515 W Moulton St • Decatur, AL 35601

Office: (800) 628-6266 • Fax: (256) 355-0359 • www.nafeco.com



NAFECO

Fire

Law Enforcement

EMS

Industrial

This warranty does not apply to:

- (1) Normal maintenance or upkeep items such as adjustment of pump, valves, belts, etc., or items subject to normal deterioration;
- (2) Commercial chassis not manufactured by Company, items supplied by commercial chassis manufacturer, or trade accessories not manufactured by Company. Warranty on these items is limited to the supplying manufacturer's warranty, if any;
- (3) Any vehicle that has received alterations or repairs without the express authorization of Company which, in Company's reasonable judgment, affects the reliability or operation of the Apparatus.

SEE ATTACHED WARRANTY STATEMENTS

7. DISCLAIMER OF CONSEQUENTIAL DAMAGES: COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE APPARATUS, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY; NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.
8. CANCELLATION: This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which will take into account expenses already incurred and commitments made by Company and Company's anticipated profit.
9. ENTIRE AGREEMENT; AMENDMENTS: This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of Company has authority to make representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.
10. SEVERABILITY: If any provision hereof will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in it.
11. CHANGES IN COMMERCIAL SPECIFICATIONS: Specifications on commercial components of the apparatus, manufactured by companies other than NAFECO, are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Apparatus. Company will not be held liable for any specification deviations from the original contract specifications on such components made by their original manufacturer.

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Corporate Office: 1515 W Moulton St • Decatur, AL 35601

Office: (800) 622-6233 • Fax: (256) 355-0852 • www.nafeco.com



NAFECO

Fire

Law Enforcement

EMS

Industrial

EXPLANATION OF CONTRACT AMOUNT

BASE BID PRICE: \$ 163,201.00

The following options are selected additional to the apparatus bid price:

- Enclose rear compartment with roll-up door
- Add 1000# slide out tray in the rear compartment, 100% extension
- Add adjustable tray in compartment(s) L2, L3, R2, R3
- Add floor extension in compartment(s) L1/R1
- Delete wheel chocks
- Delete telescoping lights
- Add \$1,500.00 graphics allowance

Contract subtotal: \$168,682.00

- 25% pre-payment at contract signing (\$42,170.50)

The completed apparatus with the options listed above shall be delivered within 90-120 days after order.

NAFECO will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the apparatus. This includes delays for commercial chassis and body not manufactured by NAFECO. Delays caused by change orders executed by the fire department after contract signing shall be in addition to the specified delivery time.

CONTRACT TOTAL WITH SELECTED OPTIONS: \$ 126,511.50

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Corporate Office: 1515 W. Moulton St. Decatur, AL 35601

Office: (800) 628-6226 Fax: (256) 255-6252



NAFECO

Fire

Law Enforcement

EMS

Industrial

IN WITNESS WHEREOF, Buyer and Company have caused this contract to be executed by their duly authorized representatives this 15th day of Feb., 2022

City of Tarrant Fire Department

Buyer's Legal Name

Patrick Barnett

BY: _____

BY: _____

TITLE: Lt. / Acting chief

TITLE: Mayor

North America Fire Equipment Company, Inc. ("Company")

BY: _____

Sales Representative

This proposal and contract is not a valid and binding obligation until accepted, dated and approved at North America Fire Equipment Company, Inc., Decatur, Alabama.

ACCEPTED AND APPROVED BY NORTH AMERICA FIRE EQUIPMENT COMPANY, INC., FIRE APPARATUS DIVISION:

BY: _____

TITLE: _____

DATE: _____

MANUFACTURER'S ACCEPTANCE:

MANUFACTURER: _____

BY: _____

TITLE: _____

DATE: _____

"Working to make our customers and our community better by providing solutions with the safest and highest quality equipment and services"

Corporate Office: 1515 W Moulton St • Decatur, AL 35601

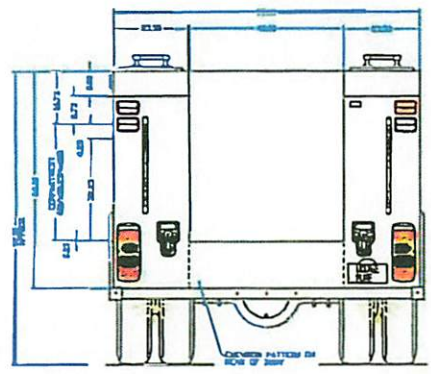
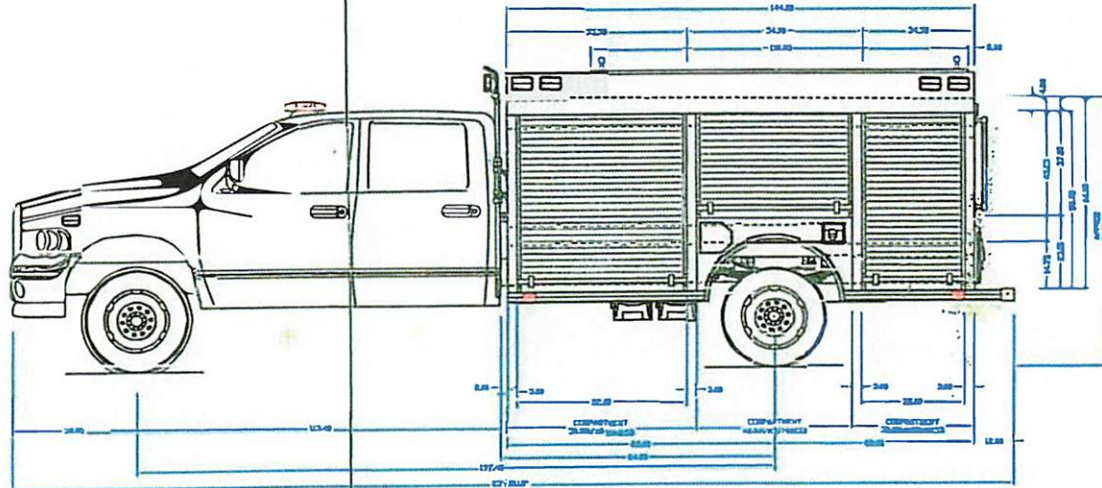
Office: (800) 628-6233 • Fax: (256) 355-0852 • www.nafeco.com

Proposed Replacement Rescue Unit

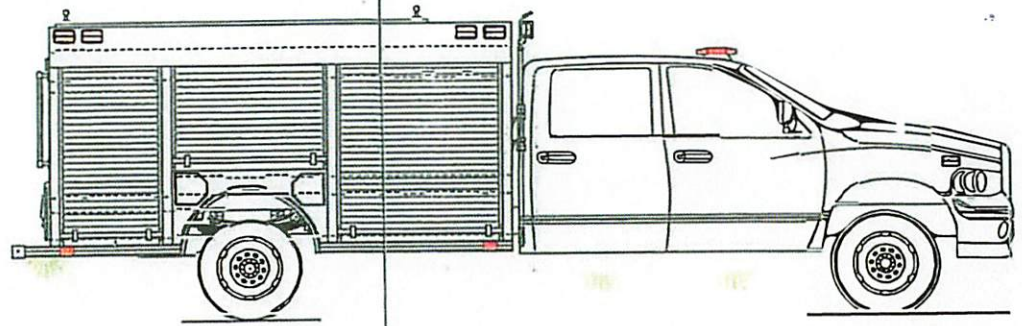
- R-77 was wrecked November 4, 2021
- We have been communicating with AMIC (ins Co) since then to get this resolved
- We are currently utilizing Car 39 a pickup truck to run medical only off of and an engine. We cannot run rescue off C39 due to it won't carry all our equipment
- I have been searching for nearly 3 months for a Stock unit or getting pricing and timelines from manufactures, (COVID has severely affected pricing and availability of apparatus)
- The lowest quotes I have received were in the \$199,000 -\$203,000 to as high as \$300,000 for a rescue unit
- Timelines are in the 18-24 month minimum to they wont even give me a timeline range
- We have been quoted \$ 168,682.00 for this Stock Unit Rescue that would be configured for Tarrant FD, the chassis is on site at the Rosenbauer Plant and they have started construction this week on the rescue box for the chassis.
- This NAEFCO stock unit #42603 is scheduled for completion in late April.

REVISED: ---
 JOB NUMBER: 42203
 DATE: ---

MINI FILE: ---
 DEPT: ---
 DEALER: ---
 PRODUCTION: 12/07/07



- NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
 2. DO NOT SCALE DRAWING.
 3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
 4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
 5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.
 6. THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED COMPARTMENT OPENING FOR ROLL UP DOORS AND UP TO APPROX. 4" LESS FOR HINGED DOORS.



APPROVED BY: _____

CHASSIS: DODGE

PUMP: NONE

TANK: NONE

PANEL MATL: NONE

COMP INTERIOR: SWIRL

<small>REVISION - 1 BAY - DRAWN - APC (BAY) 12/17/2007</small>	
<small>PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF RESCUE. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF RESCUE IS PROHIBITED.</small>	
MAXIMUM HEIGHT	NONE
MAXIMUM LENGTH	NONE
BODY WIDTH	98"

STOCK DODGE



MINI RESCUE 3/16"
 STOCK DODGE MINI 4X4



Tarrant Fire <tarrantfire@gmail.co

vd: Dodge 5500 Stock Unit

message

farrantFire <farrantfire@yahoo.com>
Tarrant Fire <tarrantfire@gmail.com>

Fri, Feb 11, 2022 at 3:52

Patrick Bennett

Begin forwarded message:

From: Doris Thrasher <doris.thrasher@nafeco.com>
Date: February 11, 2022 at 15:27:51 CST
To: pbennett@cityoftarrant.com
Cc: John Wilson <john.wilson@nafeco.com>, Adam Terry <adam.terry@nafeco.com>, Joe Davis <joe.davis@nafeco.com>
Subject: Re: Dodge 5500 Stock Unit

Patrick:

As per our conversation, the full spec (excluding the enclosure and the items listed below) and the drawing are attached.

Pricing to include \$1,500.00 lettering allowance: \$168,682.00 (Please note: should the graphics be less than the allowance, the balance will be credited back to the fire department).

Thank you. Have a great day.

Doris Thrasher
Apparatus Sales Manager
NAFECO
1515 West Moulton Street
Decatur, AL 35601
Office: (800) 628-6233 ext. 155
Direct Line: (256) 580-6818
Fax: (256) 355-0852
Email: doris.thrasher@nafeco.com
Visit us on the web at www.nafeco.com

On Fri, Feb 11, 2022 at 2:17 PM Doris Thrasher <doris.thrasher@nafeco.com> wrote:
Good Afternoon Patrick.

As per our conversation earlier today, in addition to enclosing the rear compartment the following changes were requested:

- Add 1000# slide out tray in the rear compartment, 100% extension
- Add adjustable tray in compartment(s) L2, L3, R2, R3
- Add floor extension in compartment(s) L1/R1
- Delete wheel chocks
- Delete telescoping lights
- Add running boards (already included)

Additionally, you had asked to remove the grab rails on the rear. Unfortunately, we weren't able to remove those due to needing access points to reach the upper compartments. We also had to add folding steps on the rear for those compartments since we are enclosing what would essentially have been one of the stepping surfaces.

With that said, the final price with all the changes and deletions listed above totals \$167,182.00.
If you should choose to purchase the truck on either the HGAC or Sourcewell contract, there would be an additional charge of \$2,000.00.

At present, the truck is tentatively scheduled for completion in late April.

Please let me know if you have any questions or if any additional information is needed.

Thank you. Have a great day.

Doris Thrasher
Apparatus Sales Manager
NAFECO
1515 West Moulton Street
Decatur, AL 35601
Office: (800) 628-6233 ext. 155
Direct Line: (256) 580-6818
Fax: (256) 355-0852
Email: doris.thrasher@nafeco.com

2 attachments

 **STOCK DODGE MINI 4X4 Updated DWG.pdf**
185K

 **42603 Dodge 5500 Quick Attack Stock Unit Specifications 1-20-2022.docx**
80K



A division of ClaimSolution Inc.

Prepared for EVERS AND ASSOCIATES-AUTO BID
 Adjuster JAKE DILLASHAW
 Requested by JAKE DILLASHAW
 Appraiser File No JD21-121600
 Claim No 56633
 Auto Bid ID B163235

Date 12/07/2021
 ACV \$81,062.76
 Aftermarket Parts \$0.00
 Refurbishment \$0.00
 Prior Damage \$0.00

Final ACV **\$81,062.76**

Vehicle Detail

Year 2017	VIN 1FDUF5HT6HEB62060
Make FORD	Mileage 22,389
Model F-550 4WD	Loss Date 11/04/2021
Style/Body REGULAR CAB; CHASSIS; RESCUE TRUCK	Market Area (Tax Rate) BIRMINGHAM, AL
Transmission AUTOMATIC	Claimant/Owner TARRANT FIRE DEPARTMENT
Engine V8, 6.7L; TURBO	

Condition

Drivetrain AVERAGE	Interior AVERAGE
Tire AVERAGE	Exterior ABOVE AVERAGE
Condition Note	

Equipment List

NADA Values

Retail	Vehicle Adjustment	Option
Base \$39,250.00	Mileage 22,389	Option Total \$4,650.00
Adjusted \$52,088.00	Adjustment \$8,188.00	(4650) 4WD OR AWD

Comments

	Comp Vehicle One	Comp Vehicle Two	Comp Vehicle Three
Dealer/Owner	LARRY STIGER'S EQUIPMENT	NYE MOTOR COMPANY	CENTURY TRUCKS & VANS
Contact	866-383-0394	866-390-2568	469-416-3679
Address	FRANKFORT KY	MANHEIM PA	GRAND PRAIRIE TX
Distance	337 MI	728 MI	595 MI

License Plate			
Stock Number			
VIN			
Year	2017	2017	2017
Make	FORD	FORD	FORD
Model	F-550 4WD	F-550 2WD	F-550 2WD
Style	REGULAR CAB; CHASSIS; RESCUE TRUCK	REGULAR CAB; CHASSIS; RESCUE TRUCK	REGULAR CAB; CHASSIS; RESCUE TRUCK
Engine	V8, 6.7L; TURBO	V8, 6.7L; TURBO	V8, 6.7L; TURBO
Mileage	119,000	116,150	102,106
Drivetrain Condition	AVERAGE	AVERAGE	AVERAGE
Tire Condition	AVERAGE	AVERAGE	AVERAGE
Interior Condition	AVERAGE	AVERAGE	AVERAGE
Exterior Condition	AVERAGE	AVERAGE	AVERAGE
Exterior Color			
Equipment List	6.7L TURBO DIESEL AUTOMATIC 4WD A/C AM/FM CRUISE DUAL AIR BAGS DUAL REAR WHEELS POWER BRAKES POWER LOCKS POWER STEERING POWER WINDOWS TILT WHEEL TINTED WINDOWS	6.7L TURBO DIESEL AUTOMATIC 2WD A/C AM/FM CRUISE DUAL AIR BAGS DUAL REAR WHEELS POWER BRAKES POWER LOCKS POWER STEERING POWER WINDOWS TILT WHEEL TINTED WINDOWS	6.7L TURBO DIESEL AUTOMATIC 2WD A/C AM/FM CRUISE DUAL AIR BAGS DUAL REAR WHEELS POWER BRAKES POWER LOCKS POWER STEERING POWER WINDOWS TILT WHEEL TINTED WINDOWS
Total Price	\$46,900.00	\$34,950.00	\$46,975.00

	Comp Vehicle One	Comp Vehicle Two	Comp Vehicle Three
Equipment Adjustment	\$33,220.50	\$37,870.50	\$37,870.50
	2005 FIRE RESCUE BODY: \$25,000.00	4WD: \$4,650.00	4WD: \$4,650.00
	REFURBISHMENTS @ 50%: \$8,220.50	2005 FIRE RESCUE BODY: \$25,000.00	2005 FIRE RESCUE BODY: \$25,000.00
		REFURBISHMENTS @ 50%: \$8,220.50	REFURBISHMENTS @ 50%: \$8,220.50
Adjustment cents per mile	\$1,932.22	\$1,875.22	\$1,594.34
Adjustment price	\$82,052.72	\$74,695.72	\$86,439.84

Autobid Comments

Carfax Title History Report

Year 2017

Make FORD

Model F550 SUPER DUTY

Last Odometer
Reading 22,755

Title History ACCIDENT, RECALL

AUTO BID – Certified Vehicle Valuation

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8850

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROJECT APPLICATION TO THE JEFFERSON COUNTY COMMISSION AND AUTHORIZING A MATCH AMOUNT UP TO \$175,000 FOR PURCHASE OF NEW FIRE ENGINE FOR THE CITY OF TARRANT FIRE DEPARTMENT

WHEREAS, the Jefferson County Commission is accepting applications for eligible projects for the 2022 Community Development Block Grant ("CDBG") Program Cycle; and

WHEREAS, the City of Tarrant is a member of the Jefferson County Consortium and is eligible to submit community development projects for consideration under the CDBG program; and

WHEREAS, although the City of Tarrant has several community development needs that meet the criteria for CDBG funding, it has been determined by the City Council that the purchase of a new fire engine for the City of Tarrant Fire Department is of utmost priority; and

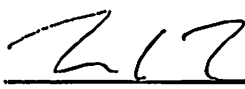
WHEREAS it is understood that the purchase of a new fire engine for the City of Tarrant Fire Department may exceed the amount of funding received from the CDBG program;


NOW, THEREFORE, BE IT RESOLVED BY a regular session of the City Council of the City of Tarrant, Alabama on the 6th day of December, 2021 as follows:

Section 1: That the Mayor is hereby authorized to file on behalf of the City of Tarrant, Alabama, a 2022 Community Development Block Grant Application listing the purchase of a new fire engine for the City of Tarrant Fire Department as a priority.

LET IT BE FURTHER RESOLVED, that should the purchase of a new fire engine be approved, the City Council hereby authorizes the Mayor to fully fund any required matching amounts over the CDBG award, up to \$175,000 for the purchase of said fire engine, out of the City of Tarrant General Fund.

ADOPTED THIS THE 6TH DAY OF DECEMBER, 2021

APPROVED: 
Wayman A. Newton, Mayor

ATTIES: 
LaShawn Pegues, City Clerk

CITY COUNCIL OF CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9017

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A COOPERATIVE AGREEMENT BETWEEN JEFFERSON
COUNTY, ALABAMA AND THE CITY OF TARRANT FOR THE
PURCHASE OF A FIRE APPARATUS

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in special session on Wednesday, May 31, 2023 at 6:00 p.m. as follows:

WHEREAS, in January 2022, the City Council of the City of Tarrant approved the submission of an application for Community Development Block Funds ("CDBG"), along with a commitment for matching funds, to Jefferson County Department of Community Services; and

WHEREAS, the application has now been approved for the purchase of a new 2023 Spartan FC-94 Pumper and funds in the amount of \$304,279 have been awarded to the City of Tarrant for same; and

WHEREAS, the Cooperative Agreement is attached hereto as Exhibit A and incorporated herein by reference; and

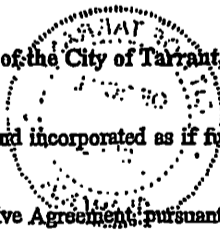
WHEREAS, a 2023 Spartan FC-94 Pumper has been located through Peach State Emergency Vehicles, as a member of the Sourcewell Cooperative Purchasing Advantages for the amount of \$495,421.00. Said amount shall be paid as follows: \$304,279 from the Jefferson County Commission, \$175,000 from the Tarrant General Fund (pursuant to Resolution 8850, passed by the City Council of the City of Tarrant on December 6, 2021 (attached hereto)) and all remaining amounts paid from the capital purchase account for the Tarrant Fire Department; and

WHEREAS, pricing received through Peach State Emergency Vehicles was the lowest of the quotes received for comparable apparatus; and

WHEREAS, to ensure that all HUD requirements regarding the award of these funds are met in a timely manner, this matter must be placed for final signature on the June 8, 2023 agenda for the Jefferson County Commission by Thursday, June 1, 2023.

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in special session on Wednesday, May 31, 2023 as follows:

1. That the preamble as set forth above is adopted, ratified, and incorporated as if fully set out herein.
2. That the Mayor is hereby authorized to execute a Cooperative Agreement pursuant to review by the City Attorney for the City of Tarrant (attached hereto as Exhibit A and incorporated as if fully set forth herein), between the City of Tarrant and the Jefferson County Commission authorizing the receipt of grant funds in the amount of \$304,279 for the purpose of the purchase of a new 2023 Spartan Fire Apparatus.
3. That the Mayor is hereby authorized to execute a purchase agreement between Peach State Emergency Vehicles and the City of Tarrant for the purchase of a new 2023 Spartan FC-94 Pumper in the amount of \$495,421.00 (pursuant to review by City Attorney for the City of Tarrant) with said amounts to be paid as follows: \$304,279, to be paid to Peach State



Emergency Vehicles as down payment within 10 days of receipt of same from Jefferson County Commission; \$175,000 to be paid from the Tarrant General Fund pursuant to Resolution 8850, as passed by the City Council of the City of Tarrant on December 6, 2023; with any remaining balance to be paid from the capital purchase account for the Tarrant Fire Department.

ADOPTED THIS THE 31st Day of MAY, 2023.

APPROVED: 
Wayman Newton, Mayor

ATTEST: 
Michael Bryna, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Michael Bryna, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, while in special session on Wednesday, May 31, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 31st day of May, 2023.


Michael Bryna, Acting City Clerk



AGREEMENT BETWEEN
JEFFERSON COUNTY, ALABAMA
AND
CITY OF TARRANT

STATE OF ALABAMA)
JEFFERSON COUNTY)

PART I: PROJECT CONTRACT AGREEMENT

This Agreement is entered into upon execution by the Jefferson County Commission as noted by the Minute Clerk stamp, by and between Jefferson County, Alabama, which will be represented by its Office of Community Services, hereinafter called the COUNTY, and the CITY OF TARRANT, hereinafter called the ENTITY.

WHEREAS, the COUNTY and the ENTITY desire to enter into an Agreement that provides for the Tarrant Fire Apparatus Project (CD22-03O-M04-TFA) through the use of \$304,279.00 in Federal Community Development Block Grant (CDBG) Funds with the ENTITY responsible for the remainder, and hereby agree as follows:

WITNESSETH:

FIRST: The ENTITY agrees to only use the CDBG funds for the Tarrant Fire Apparatus Project (CD22-03O-M04-TFA) located at 2593 Commerce Circle, Birmingham, Jefferson County, Alabama.

SECOND: It is agreed that the ENTITY shall conduct a fair and competitive bidding program in accordance with the 41-16-50, 1975 Code of Alabama, and shall select a competent contractor to secure a fire apparatus as specified at Paragraph FIRST and in the specifications outlined in EXHIBIT A. The CITY further agrees to incur all costs related to the advertisement of competitive bids as needed. The COUNTY reserves the right to accept or reject any and all bids, or to modify the scope of work. The COUNTY shall issue remit \$304,279.00 in CDBG 2022 funds immediately upon execution of this agreement by all parties. The ENTITY will remit payment for the apparatus within 10 days of receipt of funds from the COUNTY.

The CITY may utilize a cooperative partnership as authorized by the Alabama Department of Examiners of Public Accounts. In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975 as amended by Act No. 2021-485, the Department of the Examiners of Public Accounts has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department of the Examiners of Public Accounts did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was

awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department of the Examiners of Public Accounts's review, the competitive bid process used by Sourcewell is approved for use through December 31, 2023. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, the ENTITY must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists.

THIRD: It is agreed that any project activities undertaken under the provisions of this Agreement may be suspended or terminated by the COUNTY if the ENTITY refuses to accept any additional conditions that may be imposed by HUD or if the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 is suspended or terminated. It is also agreed that if the ENTITY shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the ENTITY shall violate any of the covenants, agreements, or stipulations of this Contract; the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the ENTITY of such termination and specifying the effective date of such termination.

FOURTH: The CITY's agreement to select a competent contractor to secure a fire apparatus as set out in the scope of work and Exhibit A referenced herein shall terminate upon completion and final acceptance of the apparatus. All other obligations contained in this Agreement shall not expire until five (5) years after the approved date that Jefferson County ceases to function as an entitlement under the U.S. Department of Housing and Urban Development. The ENTITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this Agreement.

FIFTH: The ENTITY shall attend any and all inspections relating to the project or provide written, binding authorization for a representative to act on their behalf. The ENTITY's failure or refusal to certify in writing to the COUNTY final acceptance of the apparatus as outlined above will result in all funds relating to the project becoming immediately repayable to the COUNTY. The ownership of the apparatus under this Agreement shall at all times be with the ENTITY its successors and assigns; furthermore, all maintenance of said improvements shall also be with the ENTITY its successors and assigns. The ENTITY agrees to maintain the apparatus at a level equal to that of other apparatus of the ENTITY and use the apparatus exclusively as a fire apparatus until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the apparatus exclusively as a fire apparatus will be an automatic breach of this agreement and the ENTITY shall reimburse the COUNTY for all costs. This stipulation is to expire upon the termination of this contract as stated in paragraph FOURTH.

SIXTH: The ENTITY will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, national origin, age, disability, or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SEVENTH: The ENTITY agrees to indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the ENTITY under this Agreement. Provided, however, this Paragraph EIGHTH shall not be interpreted to require the ENTITY to indemnify, hold harmless, and defend the COUNTY from any such injury, damage, or death caused by any negligence or breach of contract of or by the COUNTY.

EIGHTH: If the Agreement is terminated by the COUNTY as provided herein, the ENTITY shall have no claim of payment or claim of benefit for any project activities undertaken under this Agreement, which according to the original plans and specifications has been dropped or suspended.

NINETH: The ENTITY agrees that any and all questions, comments, or other communication, concerning the CDBG funds, whether written or oral, related to the project will be directed to the COUNTY specifically the Office of Community Services.

TENTH: The ENTITY agrees that if there is a change in use of the apparatus, the ENTITY may retain the property if the COUNTY is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of the apparatus .

ELEVENTH: Insurance

The ENTITY is responsible for all policy premiums and deductibles. The ENTITY shall furnish the COUNTY with a certificate of insurance as required by this Agreement. A person authorized by the insurer to bind coverage on its behalf must sign the certificate.

Liability Insurance

The ENTITY shall provide proof of general liability insurance in an amount acceptable to the COUNTY throughout the term of the Project. The COUNTY must be listed as an additional insured.

TWELTH: Part II of this Agreement is attached hereto and incorporated by reference into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly-authorized officials, this agreement on the date written above.

JEFFERSON COUNTY, ALABAMA

ATTEST:

BY: _____
President
Jefferson County Commission

ATTEST:

CITY OF TARRANT, ALABAMA

BY: _____
Mayor

PART II: TERMS AND CONDITIONS

1. Federal Regulations

The Project covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383). The Project construction is subject to all applicable Federal laws and regulations.

2. Provisions of Law, Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

3. Definitions

As used herein the following words and terms shall have the meanings hereby ascribed to them:

- (a) "Area" means the jurisdictional limits of Jefferson County, Alabama.
- (b) "Consortium" means the group of municipalities which have entered into a cooperation agreement with Jefferson County Commission for the Community Development Block Grant Program.
- (c) "County" means Jefferson County, Alabama.
- (d) "ENTITY" means a city, community, public agency or other business entity entering into the Contract, or Agreement with Jefferson County, Alabama, to do such work as specified within Part I of said Contract or Agreement.
- (e) "Government" means the Federal government of the United States of America.
- (f) "HUD," "FEMA" or "the Department" means the U.S. Department of Housing and Urban Development and Federal Emergency Management Agency.
- (g) "Project" means a collection of work elements and activities to be undertaken as a part of the Program as set forth in Part I of this Contract or agreement.
- (h) Where the Project is to be carried out for an identified Neighborhood Strategy Area, Neighborhood Revitalization Area, or a Neighborhood Rehabilitation Area, "Project Area" shall be the boundaries of that area as defined by the County and included in its Statement of Objectives and Projected Use of Funds.

Where the Project is to be carried out for an entire municipality, "Project Area" means the corporate

limits to the municipality. For other projects not fitting the above categories, "Project Area" means the specific census tract or census tracts within which said Project is located.

- (i) "Program" means the Jefferson County Community Development Program operated under the provisions of the U.S. Department of Housing and Urban Development regulations and the Housing and Community Development Act of 1974, as amended.
- (j) "The Secretary" means the office of the Secretary of the U.S. Department of Housing and Urban Development.
- (k) "Subcontractor" means the person, firm or corporation entering into a subcontract with the ENTITY to perform wholly or in part such work as specified in said subcontract.

4. Suspension of Work

Should the County be prevented or enjoined from proceeding with work either before or after the start of construction by reason of litigation or other reason beyond the control of the County, the ENTITY shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay, with such determination to be set forth in writing.

5. Discrimination Prohibited

(a) No person in the United States shall, on the ground of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subject to discrimination under any program or activity made possible by or resulting from this contract. The ENTITY will comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964. Should any real property or structure thereon be provided or improved with the aid of Federal financial assistance extended to the contractor, this paragraph shall be binding for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

(b) The ENTITY shall administer all programs, responsibilities and activities relating to housing and community development in a manner to affirmatively further fair housing, so as to comply with Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974 and HUD Regulations issued pursuant thereto at 24CFR570.601, and Executive Order 11063, which governs equal opportunity in housing.

(c) The ENTITY shall maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in or benefited from activities funded under this agreement.

(d) The ENTITY certifies and covenants that it does not nor will not maintain or provide for any segregated facility under its control, and that it does not nor will not permit any of its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and

other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

6. Maintenance of Effort (Generally Applicable to Public Agencies)

Payment by the County shall be conditioned upon the maintenance during the period of this agreement by the ENTITY of a level of aggregate expenditures for activities similar to those being paid under this contract, which is not less than the level of aggregate expenditures for such activities prior to the execution of this Contract.

7. Control of Assets

The ENTITY shall maintain effective control over and accountability for all property and other assets that are provided for by this agreement. The ENTITY shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Financial Management and Reporting:

The ENTITY hereby certifies that it will comply with the regulations, policies, guidelines, and requirements of Federal Management Circular A-87 and "Common Rule" 24 CFR Part 85, as they relate to the acceptance and use of federally funded renovations under this program. Assurance is also given that the ENTITY will faithfully carry out the managerial activities necessary to ensure accountability for assets obtained through and in compliance with the pertinent federal regulations to this end.

8. Procurement Standards

(a) The ENTITY shall maintain a code of standards of conduct which shall govern the performance of its officers, employees, or agent in contracting with and expending Federal grant funds. Local government officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or potential Contractors.

(b) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.

9. Retention of Records

All records maintained by the ENTITY that pertain to this agreement shall be retained for a period of five years after final settlement or such longer period as the County or the U.S. Department of Housing and Urban Development may require in specific cases.

10. Reports and Information

The ENTITY, at such times as the County may require, shall furnish such statements, records, data, and information, as may be requested pertaining to matters covered by this agreement.

11. Audit Requirements

At any time during normal business hours and as often as the County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives deem necessary, they shall have access to all accounts, records, reports, files and other papers or property of the ENTITY pertaining to funds provided under this Contract for the purpose of making surveys, inspections, audits, examinations, excerpts, and transcripts.

12. National Environmental Policy Act of 1969

The ENTITY'S chief executive officer acknowledges that the President of the Jefferson County Commission has assumed the status of a responsible Federal official under NEPA, and consents to assist the President of the Commission in accepting Federal courts for the purpose of discharging of his enforcement responsibilities as such an official.

13. Compliance with Air and Water Acts

- (a) The ENTITY stipulates that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency EPA) pursuant to 40 CFR 15.20.
- (b) The ENTITY agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (c) The ENTITY further stipulates that as a condition for the execution of this contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, and EPA, indicating that a facility utilized or to be utilized for this contract is under consideration to be listed on the EPA list of Violating Facilities.
- (d) And, the ENTITY further agrees that they will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every non- exempt contract, or subcontract and will take such action as the Government may direct as means of enforcing such provision.

In no event shall any amount of the funds provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act. Executive Order 11128 provides guidelines relating to prevention, control, and abatement of water pollution which are to be followed and utilized by the ENTITY.

14. Interest of Public Officials and Kickbacks

(a) Interest of a Member of or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

(b) Interest of Members of the Local Government

No member, officer, or employee of the County or the ENTITY or its designees or agents, no member of the governing body of the County or the ENTITY, and no other public official of the County or the ENTITY who exercises any functions or responsibilities with respect to the Program and Projects during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Jefferson County Community Development Program.

(c) Interest of Contractor and Employees

The ENTITY covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in this Contract. The ENTITY further covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The ENTITY further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the ENTITY or his employees must be disclosed to the County. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low-income residents of the area.

(d) Provisions of the Hatch Act

Neither the funds provided by this Contract, nor the personnel employed in the administration of the agreed upon work shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, U.S. Code.

(e) The ENTITY agrees to incorporate in full the provision of paragraphs (a) through (e) of this section in every contract or subcontract for construction, rehabilitation, supplies and professional services which is in any way entered into with respect to this Contract.

15. Prohibition Against Payments of Bonus or Commission

Funds provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining from the County or the U.S. Department of Housing and

Urban Development of this or future contracts, or any other approval or concurrence of said agencies that may be required under this Contract, Title I of the Housing and Community Development Act of 1974, or the Department regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Contract costs.

16. Subcontract Approval

The ENTITY shall submit for the County's review and approval, a copy of all contracts and subcontracts the ENTITY may desire to let for any portion of the work set forth and required by this Contract. The County shall have the right to approve or disapprove of said contracts or proposed Subcontractors where the County deems that they are not in compliance with the intent of provisions made by this Contract or other Program policies, regulations, guidelines, and requirements. The ENTITY agrees that the County shall approve of said Contract or Subcontracts prior to the execution of the contract or subcontract document, and that said document will contain an appropriate space for the County to acknowledge its approval. Any objection shall be expressed in writing by the County within ten (10) days after receipt.

17. Assignability

The ENTITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the County thereto.

18. Regulations Pursuant to so-called "Anti-Kickback Act"

The ENTITY shall comply with the applicable regulations herein incorporated by reference of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by Subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

19. Copyrights

If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorize the use of all copyrighted material and all material which can be copyrighted resulting from the agreement.

20. Discovery and Invention

Any discovery or invention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the

administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

21. Energy Efficiency

The ENTITY shall know and follow the mandatory standards and policies relating to energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94-163).

22. Termination of Agreement

Termination of Agreement for Cause – If through any cause, the ENTITY shall fail to fulfill in timely and proper manner his obligations under this Agreement or if the ENTITY shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the ENTITY of such termination or suspension and specifying the effective date thereof, at least thirty (30) days before such effective date.

Notwithstanding the above, the ENTITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the ENTITY and the COUNTY may withhold any payments to the ENTITY for the purpose of set off until such time as the exact amount of damage due the COUNTY from the ENTITY is determined.

Termination for Convenience – Upon seven days written notice to the ENTITY, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, the consultants/contractor shall be paid (without duplication of any items):

For completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Agreement in connection with uncompleted work, plus fair and reasonable sums of overhead and profit on such expenses; and for reasonable expenses directly attributable to termination.

ENTITY shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

23. ENTITY shall comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance appropriate.
24. ENTITY shall comply with all applicable provisions of federal and state law and

regulation in regard to procurement of goods and services.

25. ENTITY will not enter into any contract with any party, which is debarred or Suspended from participating in federal assistance programs.

26. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

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

30. ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION
08-4

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: CITY OF TARRANT

Address: 2593 Commerce Circle, Birmingham, Jefferson County, Alabama

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability, or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

Date

Signature

Title



Tarrant Fire & Rescue

2593 Commerce Circle
Tarrant, AL 35217

(205) 849-2820

April 17, 2023

Dear Nathan Saulter, I am writing you with an update on a Fire Engine that I was able to locate. We have been searching nationwide for a Pumper that would fill the needs of our department and the needs of our citizens in Tarrant. As you may well know Fire Engines/Pumpers are starting at nearly \$700,000 up to \$850,000 depending on the manufacturer today. Due to Covid the Fire apparatus industry has extended build dates out to as much as 3 years. We need to have a service facility as close as possible to us due to manpower and staffing levels. We have been able to identify a local service facility to work on Fire apparatus that has a Spartan Pumper available this year for purchase. The total purchase price is \$495,421. This is for a new not used Spartan Pumper (Model FC-94 Chassis). The attached page has the spec list that is in line with setup of our current pumpers. This is the Spec list of the truck that is available for delivery before end of this year. This Pricing is more than \$100,000 cheaper than anything else we have found. Due to pricing going up quarterly we would like to purchase this truck with the grant money coming from Jeff Co. As additional information I took this to our city council to get a match approved should I find a truck that could meet our needs. The council has approved the match. This is a timely matter and we don't want to miss out. We have approximately 60 days to confirm interest and secure the truck that would be delivered before the end of this calendar year. This purchase can be made thru the Source Well Cooperative. It is my understanding that Deputy mayor Baker is sending you information on the Cooperative Purchase Process.

Please see attached Spec Sheet.

Respectfully,

Patrick Bennett

Acting Fire Chief

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Rachel Laurie Riddle
Chief Examiner

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does not authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

Number	Date	Description	Status	Amount	Payment Date	Payment Number
1227P	7/18/2023	City Of Tarrant-Regular	Paid	\$304,279.00	7/20/2023	52081
7553	1/30/2024	City Of Tarrant-Regular	Paid	\$191,142.00	2/1/2024	53000

AGENDA

SPECIAL SESSION – 6:00 P.M.

1. CALL TO ORDER
2. PLEDGE & PRAYER
3. ROLL CALL
4. OLD BUSINESS
 - A. Resolution No. 9017 – Resolution Authorizing Mayor to Execute A Cooperative Agreement Between Jefferson County, Alabama and the City of Tarrant for the Purchase of a Fire Apparatus.
5. ADJOURN

*Mr Brymer
- Please
Review
these
4 5:58 PM
- JK*

AGENDA

SPECIAL SESSION – 6:00 P.M.

1. CALL TO ORDER
2. PLEDGE & PRAYER
3. ROLL CALL
4. OLD BUSINESS ⁹⁰¹⁷
 - A. Resolution No. 9017 – Resolution Authorizing Mayor to Execute A Cooperative Agreement Between Jefferson County, Alabama and the City of Tarrant for the Purchase of a Fire Apparatus.
5. ADJOURN

Brindlee Mountain Fire Apparatus
"Where America Buys Firetrucks"

Brindlee Mountain Fire Apparatus
Union Grove, AL 35175
Phone 256.498.0188 Fax 256.498.0924

Bill to:
City of Tarrant
2593 Commerce Circle
Tarrant, AL 35217

Invoice

DATE:
3/29/2023

INVOICE # : 000032923
SOURCEWELL CONTRACT#: 120921-BLE

ITEM	AMOUNT
Purchase of - 2000 Spartan/LTI 75' Aerial Quint 1750/500	\$ 150,000.00
TOTAL	\$150,000.00

Make all checks payable to Brindlee Mountain Fire Apparatus

THANK YOU FOR YOUR BUSINESS!



CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8983

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
2000 SPARTAN 75-FOOT QUINT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this the 18th day of January, 2023.

APPROVED: _____
WAYMAN NEWTON, MAYOR

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, _____, the Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 18th day of January, 2023 while in regular session on Wednesday, January 18, 2023, and the same appears of record in the minute book of said date of said City.

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

Acting City Clerk

CITY OF TARRANT
COUNCIL MEETING MINUTES
JANUARY 18, 2023
TARRANT CITY HALL

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

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

Fire Lt. Patrick Bennett led those in attendance in the Pledge of Allegiance. Apostle Page gave the invocation.

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

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

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

Councilor John T. "Tommy" Bryant was absent.

A quorum was determined to be present for the meeting.

The minutes from the January 4, 2023, regularly scheduled council meeting were presented for review and approval. No additions or corrections were made. Councilor Threadford moved to approve the minutes as presented. Councilor Anderson seconded the motion. Mayor Newton called for a roll call vote.

Yeas:

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

Nays:

None

The yeas being five (5) and the nays being zero (0) the motion to approve the minutes was adopted, and the minutes for the January 4, 2023, council meeting were approved.

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

The Mayor had no communications to make.

This ended the communications from the Mayor's office.

The Mayor then called for committee reports.

No committee reports were made.

The city council next considered old business.

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

Asking if anyone would like to speak on the matter, Mr. David Caisin, the City's Chief Building Official, and the property owner were present and both addressed the council. Mr. Caisin was asked by a councilor if the property was in compliance with the City's ordinances. Mr. Caisin stated it was not. The property owner stated he had moved some vehicles, but he acknowledged there were other vehicles present that needed to be moved, but because of the weather, he had been unable to move the vehicles. The property owner requested additional time to address the condition of the property and remove the items. Councilor Anderson stated her willingness to give the property owner until the next council meeting on February 6 to bring the property into compliance. The Mayor declared the public hearing on the matter closed.

Following the public hearing, Councilor Anderson moved to table until February 6, 2023, Resolution 8981 to allow the property owner additional time to address the nuisance. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not Voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution 8981 was agreed to, and the Resolution tabled until February 6, 2023. This concluded the old business pending before the council.

The Council next considered items of new business.

Councilor Anderson next introduced Resolution 8983, A Resolution Authorizing the Purchase of a 2000 Spartan 75-Foot Quint Fire Truck. After Councilor Anderson introduced and read Resolution 8983, she moved for its adoption. Mayor Newton seconded the motion.

Fire Lt. Patrick Bennett, as a follow up to his presentation during the work session on this Resolution, addressed the council on the matter. After concluding his presentation, along with some additional discussion with the city attorney and the city council's attorney, Mayor Newton called for a vote.

Yeas:

Nays:

Councilor Veronica Bandy Freeman

The yeas being four (4) and the nays being one (1), the motion to adopt Resolution 8983 was agreed to, and the Resolution adopted.

Councilor Matthews introduced Resolution No. 8984, A Resolution Authorizing the Mayor to Execute a Financial Agreement for the Purchase of a Caterpillar 299D3 Skid Steer. After introducing and reading the resolution, Councilor Matthews moved to adopt Resolution 8984. Councilor Anderson seconded the motion. Mayor Newton then called for a vote.

Yeas:

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

Nays:

None

The yeas being five (5) and the nays being zero (0), the motion to adopt Resolution 8984 was agreed to, and the Resolution adopted.

Next, Councilor Threadford introduced and read for the first time Ordinance No. 1153, An Ordinance To Establish The Powers And Duties of the Superintendent of the City Electric Department.

No further action was taken on Ordinance No. 1153 as it was read for the first time.

The city council next agreed to set a budget work session to consider the proposed Fiscal Year 2022 – 2023 budget on Monday, January, 30, 2023, at 6:00PM at Tarrant City Hall.

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

Prior to the public comments beginning, however, the Mayor recognized Police Chief Major who swore in Mr. Charles Winborn who was appointed to the City of Tarrant Community Crime Commission.

First, Mr. Kelvin Slaughter addressed the city council regarding telephone pole and camera placement and other topics.

Second, Ms. Sandra Matthews spoke regarding flooding issues in her yard at her residence on Lynnfield Circle. She requested an update on the work to address those flooding issues behind her home. The Mayor gave an update regarding the status. Due to the potential cost of this project, Councilor Threadford requested additional information on the pricing and a subsequent estimate.

Third, a citizen addressed the council requesting a street light be placed on a public roadway that is dark because of pedestrian safety and vehicle traffic along the poorly lit area. The Mayor stated the City would look at the area and see a light pole could be installed.

Fourth, Mr. Tony Jones spoke to the city council regarding the placement of his vehicles on a lot

Sixth, Rev. Gwendloyn Webb addressed the council.

During the public comment section, Councilor Freeman left the meeting due to a family emergency.

This concluded the comments from the public.

Councilor Matthews asked Chief Major about the status of the renovation at dispatch and a projected opening date. Chief Major gave an updated on the status to all in attendance.

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

Yeas:

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

Nays:

None

The yeas being four (4) and the nays being zero (0), the motion was agreed to, and the vouchers and expenses were approved as presented.

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

The meeting was adjourned at 7:47PM.

Respectfully submitted,

Michael Brymer
Acting City Clerk for the January 18, 2023, City Council Meeting

READ AND APPROVED this the ____ day of _____ 2023.

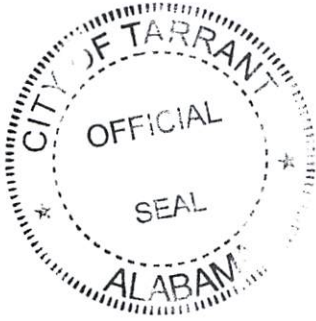
APPROVED:


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 19th day of August, 2024.

Witness my hand and seal of office this the ___ day of August, 2024.





Laverne Knight, Ph.D.
City Clerk

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, August 19, 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 19th day of August, 2024.

Adopted: _____

Attest: _____
Laverne Knight, PhD., City Clerk

Tabled 8.19.24

Exhibit A

Circuit Court Order Staying Judgment

Tabled 8.19.24

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 a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of August, 2024, while in regular session on Monday, August 19, 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 August, 2024.

Laverne Knight, City Clerk

Tabled 8.19.24

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9198

**A RESOLUTION OF THE CITY OF TARRANT
PURSUANT TO ORDINANCE NO. 1017 OF THE CITY
OF TARRANT DECLARING CERTAIN PROPERTIES A
PUBLIC NUISANCE 1254 PARK AVE., BIRMINGHAM,
AL 35217.**

WHEREAS, an abundance of weeds and overgrown vegetation provide favorable conditions for the harboring of mosquitoes and other insects of like kind, and do otherwise have a negative impact on the health and safety of the citizens of Tarrant;

WHEREAS, Ordinance No. 1017 of the City of Tarrant was designed to deter and provide for the abatement of weeds and overgrown vegetation;

WHEREAS, on August 5, 2024, a public hearing was held before the City Council of Tarrant, Alabama, to determine whether certain properties constituted a public nuisance by reason of overgrown grass, weeds, and/or other voluntary or spontaneous growth; and

WHEREAS, the appropriate notice called for in Ordinance No. 1017 was given to the person or persons in possession or in ownership of, or in charge or control of said property 1254 Park Ave., Birmingham, AL, 35217, with respect to the public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, August 5, 2024, at 7:00 p.m. as follows:

Section 1. The properties on the list attached hereto as Exhibit "A" are hereby determined to be a nuisance by reason that the abundance of overgrown grass and/or weeds within the City is injurious to the general public health, safety, and general welfare by providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects, and pests; that the height and dryness of said overgrown grass and weeds constitutes a serious fire threat or hazard; that said overgrown grass and weeds produces allergens that cause irritation to the throat, lungs, and eyes of the public; that said overgrown grass and weeds hides debris that could inflict injury on persons going upon the property; and/or that said overgrown grass and weeds are unsightly and in excess of twelve (12) inches in height.

Section 2. Said nuisance shall be abated as provided for in Ordinance No. 1017 of the City of Tarrant, Alabama.

Section 3. Those individuals abating the nuisance described herein shall render an itemized report in writing to the City Council showing the cost of removing the nuisance. Before the report is submitted to the City Council, a copy of the report shall be posted for at least five days prior thereto on or near the chamber door of the City Council, together with a notice of the time when the report shall be submitted to the City Council for confirmation.

ADOPTED this 5th day of August, 2024.

The City of Tarrant, Alabama

APPROVED: _____

WAYMAN 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 5th day of August, 2024, while in regular session on Monday, August 5th, 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 5th day of August, 2024.

[SEAL]

Dr. Laverne Knight, City Clerk

Exhibit “A”

Resolved 8.19.24

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9202

A RESOLUTION APPOINTING THE NEW MUNICIPAL COURT JUDGE TO PRESIDE OVER THE CITY OF TARRANTS MUNICIPAL COURT FOR A TWO-YEAR TERM.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, August 19, 2024

Section 1. That Richard Lee Barnes is hereby reappointed as municipal court judge for a two-year term.

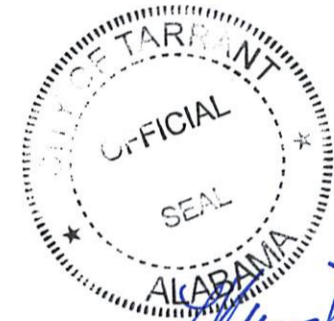
Section 2. That said term shall begin August __, 2024 and expire August __, 2024, or until a successor is appointed by the City Council for the City of Tarrant.

ADOPTED AND APPROVED THIS THE 19TH DAY OF AUGUST 2024

ADOPTED this the 19th day of August, 2024.

The City of Tarrant, Alabama

APPROVED: _____
WAYMAN NEWTON, MAYOR



ATTEST: [Signature]
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 19th day of August 2024, while in regular session on Monday, August 19th, 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 19th day of August, 2024.

[SEAL]



[Signature]
Dr. Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9203

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF THE CITY OF TARRANT CITY COUNCIL TO SEPARATELY APPROVE OF THE CITY OF TARRANT ELECTRIC DEPARTMENT'S VOUCHERS SEPARATELY FROM THE CITY OF TARRANT VOUCHERS.

WHEREAS, the City Council of the City of Tarrant, Alabama, ("City Council") have previously approved the City of Tarrant vouchers and expenses and City of Tarrant Electric Department's ("TED") vouchers and expenses together as one agenda item; and

WHEREAS, in considering the same, the City Council finds it is of the opinion to separate consideration and approval of the City of Tarrant vouchers and expenses from the consideration and approval of the TED vouchers and expenses; and

WHEREAS, the City Council approves of and directs the City Clerk to create separate items for the vouchers and expenses from the City and from the TED for consideration and approval; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, August 19, 2024, at 7:00 p.m., a quorum duly assembled, as follows:

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

Section 2. The City Council finds it is in the best interest of council procedure to separate consideration and approval of the City of Tarrant vouchers and expenses from the consideration and approval of the TED vouchers and expenses making separate items for approval on its agenda.

Section 3. The City Council approves of and directs the City Clerk to create separate items for the vouchers and expenses from the City and from the TED for consideration and approval on each agenda following approval of this Resolution.

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

Adopted this the 19th day of August, 2024.



Approved: _____
Wayman Newton, Mayor

Attest: 
Laverne Knight, Ph.D., 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 19th day of August, 2024, while in regular session on Monday, August 19, 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 19th day of August, 2024.



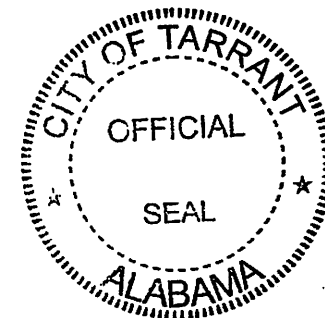


Laverne Knight, Ph.D., City Clerk

TARRANT ELECTRIC DEPARTMENT

VOUCHER LIST

August 16, 2024



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User Date: 8/6/2024

City of Tarrant Electric Depar
COMPUTER CHECK REGISTER
Payables Management

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Batch Comment:

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City of Tarrant Electric Depar
COMPUTER CHECK REGISTER
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Checkbook ID: EL02

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City of Tarrant Electric Depar
 COMPUTER CHECK REGISTER
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043453	8/6/2024	0000000000013583	1220	VANGUARD ALLIANCE	\$5,858.26
043454	8/6/2024	0000000000013584	132	AMERICAN FIDELITY ASSURANCE	\$512.06
043455	8/6/2024	0000000000013585	15700	SOUTHERN CASH SOLUTION	\$240.00
043456	8/6/2024	0000000000013586	1707	WAYNE HOBSON, P C	\$408.00
043457	8/6/2024	0000000000013587	1780	MASSEY, STOTSER & NICHOLS PC	\$731.25
043458	8/6/2024	0000000000013588	2368	CORBITT POWER & LIGHT LLC	\$25,471.87
043459	8/6/2024	0000000000013589	281	CAPE ELECTRICAL SUPPLY LLC	\$10,723.16
043460	8/6/2024	0000000000013590	3621	JOSEPH CHAPPELL	\$229.25
043461	8/6/2024	0000000000013591	4035	CHRISTOPHER THOMPSON	\$595.00
043462	8/6/2024	0000000000013592	5272	ROGER VOSS	\$297.50
043463	8/6/2024	0000000000013593	5736	DARRYL TRUCKS	\$297.50
043464	8/6/2024	0000000000013594	577	IMAGE SOLUTIONS	\$921.10
043465	8/6/2024	0000000000013595	725	MAYER ELECTRIC SUPPLY COMPANY,	\$304.26
043466	8/6/2024	0000000000013596	7875	JASON HILL	\$140.00
043467	8/6/2024	0000000000013597	9109	QUALITY PETROLEUM OF ALABAMA	\$918.07
043468	8/6/2024	0000000000013598	989	SHRED-IT USA	\$103.41
043469	8/6/2024	0000000000013599	CSM001577	COREY M PINKEY	\$154.51
043470	8/6/2024	0000000000013600	CSM002187	RAYBON L STOVES	\$150.61
043471	8/6/2024	0000000000013601	CSM004028	FRED WILLIAMS	\$83.16
043472	8/6/2024	0000000000013602	CSM004218	RISEING TIDE HOMES	\$247.84
043473	8/6/2024	0000000000013603	CSM004374	CLAUDETTE REESE	\$14.66
043474	8/6/2024	0000000000013604	CSM005838	LINDA CAPUTO	\$48.05
043475	8/6/2024	0000000000013605	CSM006136	SFR 2 LLC	\$400.00
043476	8/6/2024	0000000000013606	CSM006216	ANGEL ARROYOS	\$31.63
043477	8/6/2024	0000000000013607	CSM006468	MARTIN FLORES ZARATE	\$172.68
043478	8/6/2024	0000000000013608	CSM006481	EVERNEST LLC	\$546.39
043479	8/6/2024	0000000000013609	CSM006783	HAMEEN IMPORTS LLC	\$113.79
043480	8/6/2024	0000000000013610	CSM006825	LATRICE S ROBERTSON	\$145.81
043481	8/6/2024	0000000000013611	CSM006911	JAY PATEL	\$163.68
043482	8/6/2024	0000000000013612	CSM006934	ERICA C CRISTOBAL PEDRO	\$223.77
043483	8/6/2024	0000000000013613	CSM006935	JESUS BOTELLO BLANCAS	\$185.34
043484	8/6/2024	0000000000013614	CSM006973	U.S . BANK TRUST NATIONAL ASSO	\$337.16
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Checks Total: \$51,308.63

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City of Tarrant Electric Depar
COMPUTER CHECK REGISTER
Payables Management

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City of Tarrant Electric Depar
COMPUTER CHECK REGISTER
Payables Management

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Batch Comment:

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City of Tarrant Electric Depar
 COMPUTER CHECK REGISTER
 Payables Management

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 Batch Comment:

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 Posting Date: 8/13/2024

Checkbook ID: EL02

* Voided Checks

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043486	8/13/2024	0000000000013620	002433	THOMAS A PRUITT	\$5,800.00
043487	8/13/2024	0000000000013621	1120	CITY OF TARRANT	\$30,781.32
043488	8/13/2024	0000000000013622	1240	BIRMINGHAM WATER WORKS BOARD	\$109.18
043489	8/13/2024	0000000000013623	1391	DOLPHIN PEST CONTROL	\$132.00
043490	8/13/2024	0000000000013624	163	AUTO ZONE	\$19.56
043491	8/13/2024	0000000000013625	1945	TEK I.D. INC.	\$3,468.09
043492	8/13/2024	0000000000013626	301	CINTAS	\$82.59
043493	8/13/2024	0000000000013627	336	CANNON TECHNOLOGIES INC.	\$8,278.40
043494	8/13/2024	0000000000013628	34	AMERICAN FAMILY LIFE ASSURANCE	\$46.44
043495	8/13/2024	0000000000013629	4050	TYLER PAYNE	\$297.50
043496	8/13/2024	0000000000013630	47	AIRGAS USA, LLC	\$107.28
043497	8/13/2024	0000000000013631	5272	ROGER VOSS	\$892.50
043498	8/13/2024	0000000000013632	5736	DARRYL TRUCKS	\$297.50
043499	8/13/2024	0000000000013633	738	NOVA-TEC INC.	\$304.60
043500	8/13/2024	0000000000013634	854	O'REAR HARDWARE	\$133.11
043501	8/13/2024	0000000000013635	9810	PITNEY BOWES RESERVE ACCOUNT	\$65.00
043502	8/13/2024	0000000000013636	CSM004380	LISA S MOSLEY	\$77.74
043503	8/13/2024	0000000000013637	CSM006916	ONSTARK, LLC SALIM HIRANI	\$111.12

Total Checks: 18

Checks Total: \$51,003.93