

**TARRANT CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS
REGULAR MEETING
SEPTEMBER 4, 2024**

AGENDA

REGULAR SESSION – 7:00PM

I. CALL TO ORDER

II. PRAYER

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. APPROVAL OF MINUTES

August 19, 2024- Regular Meeting *passed with amendments*

VI. COMMUNICATIONS FROM THE MAYOR

VII. COMMITTEE REPORTS

VIII. OLD BUSINESS

- A. **Resolution No. 9188** – A Resolution Authorizing the Contract Renewal of CivicPlus for the services of the City of Tarrant Webpage and Municode Design. *p*
- B. **Resolution No. 9191** – A Resolution Removing Chief Wendell Major from the Office of Chief of Police for the City of Tarrant. *No Secunder*

IX. NEW BUSINESS

- A. **Resolution No. 9204** – A Resolution Authorizing the Mayor to Declare 5 Police Vehicles as Surplus and Authorizing the Mayor to Sell in Accordance with Resolutions and Ordinances Pertaining to Surplus Property. *p*
- B. **Resolution No. 9205** – A Resolution Authorizing the Mayor to Declare Tarrant Fire Engine 32 (2007 American Lafrance) to be Surplus and Authorizing the Mayor to Sell, Convey or Otherwise Dispose of the Same in Accordance With Resolutions and Ordinances Pertaining to Surplus Property. *p*
- C. **Resolution No. 9206** – A Resolution Authorizing the Payment of Invoice from Alabama League of Municipalities. *p*
- D. **Resolution No. 9207** – A Resolution Authorizing the Personnel Board of Jefferson County to Create a Classification System and Pay Schedule for All Tarrant Electric Department Employees. *p*
- E. **Resolution No. 9208** – A Resolution Approving the Use Agreement by and Between the City of Tarrant, Alabama, and the Tarrant City Schools Board of Education for Use of the Tarrant Recreation Center Gym and the Tarrant Baseball/Softball Complex. *p*

X. VOUCHERS AND EXPENSES

Ending August 19, 2024, City of Tarrant City Hall *p*

Ending August 28, 2024, City of Tarrant Electric Department *p*

XI. PUBLIC COMMENTS

XII. ADJOURN

CITY OF TARRANT
COUNCIL MEETING MINUTES
AUGUST 19, 2024
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday August 19, 2024, at 7:00 PM at City Hall.

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

City of Tarrant Fire Chief, Patrick Bennet, lead those in attendance in the invocation. City Clerk Laverne Knight lead those present in the Pledge of Allegiance.

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

Councilor Tracie B. Threadford
Councilor Catherine “Cathy” Anderson
Councilor Deborah “Debbie” Matthews
Mayor Wayman A. Newton

Absent:

Councilor John T. “Tommy” Bryant
Councilor Veronica Bandy Freeman

A quorum was determined to be present at the meeting.

The minutes from the August 5, 2024 regularly scheduled council meeting and the August 8 special called meeting were presented for review and approval. After review, Mayor Newton requested that for the August 5, 2024 minutes, that the 2015 facebook post of Chuck Winborn in the public comments section be added and as indicated in a copy of the post that will be provided to the City Clerk. Councilor Threadford moved to approve the minutes with the latter said amendment for August 5, 2024 and the special called meeting for August 8, 2024 as is. 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:

None

Not voting:

Mayor Wayman A. Newton

The yeas being three (3) and the nays being zero (0), with one (1) member not voting, the motion to approve the minutes were adopted, and the minutes for August 5, 2024 council meeting were approved with the amendment and the August 8th minutes approved as is.

The Mayor commended Councilor Freeman for her previously held Saturday, August 17, 2024 event themed ‘Prayer Changes Walk.’ The Mayor informed all in attendance that he had participated in the event, and he also reminded all those in attendance that Councilor Freeman coordinated and hosted the event as a private citizen. Mayor Newton continued communications by announcing a plaque of appreciation presented to the Mayor and the City for their efforts in cleaning the historical cemetery this past spring 2024, that is comprised of several runaway slaves and buffalo soldier with the oldest grave being estimated to be in the 1850s. The Russian Springs Baptist Church celebrated their 133rd Anniversary last Sunday August 12, 2024. The Mayor read

the plaque of appreciation to the public. The Mayor also acknowledged the first day of ‘back to school’ and that representatives from the Council that were present included Councilor Threadford and Councilor Freeman.

Councilor Threadford acknowledged coordinating and planning the ‘back to school day’ for the City of Tarrant as previously mentioned by the Mayor. Councilor Threadford also announced that on the second Saturday of September 14, 2024 there will be a food give away from 9am to 11am. The Food Hub is related to the Community Care Development Care Network which originated from the ‘Whats Happening’ group. For food to be delivered to senior citizen homes Councilor Threadford stated she will need to be contacted. On October 11th there will also be a job fair 9am to 12pm hosted by the City of Tarrant Council for the City of Tarrant citizens. Several businesses in and outside of Tarrant will be in attendance and are invited to attend. Resume writing for anyone in need of employment will be provided and a fashion show will be used as a demonstration for official business dress. The events will be held at the City of Tarrant Recreation Center.

There were no committee reports.

The Mayor and Council moved on to Old Business.

Councilor Threadford introduced and read 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 approve Resolution No. 9186. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Tracie B. Threadford
Councilor Catherine “Cathy” Anderson
Councilor Deborah “Debbie” Matthews

None

Not voting:

Mayor Wayman Newton

The yeas being three (3) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9186 was agreed to, and the Resolution was approved.

Councilor Threadford introduced 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. Councilor Threadford moved to table Resolution No. 9187. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Tracie B. Threadford
Councilor Catherine “Cathy” Anderson
Councilor Deborah “Debbie” Matthews

None

Not voting:

Mayor Wayman Newton

The yeas being three (3) and the nays being (0) with one (1) member not voting, the motion to table Resolution No. 9187 was agreed to, and the Resolution was tabled.

The Mayor read Resolution No. 9191. The Mayor requested a motion to approve the said Resolution. Councilor Threadford affirmed Resolution No. 9191 was not on the agenda. The Mayor requested the city clerk to ensure Resolution No. 9191 be on all future agendas. The Tarrant Chief of Police requested to approach the podium in response to Resolution No. 9191. The Chief of Police read a letter from the Alabama Ethics Commission confirming all complaints towards the Police Chief are dismissed and that no violations were found. The Police Chief also reminded the Council that the Alabama Law Enforcement Agency (ALEA) also confirmed all complaints towards him were cleared.

Next, Mayor Newton requested a motion that Resolution No. 9198 be removed from the agenda since it is resolved. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

None

Not voting:

Mayor Wayman Newton

The yeas being three (3) and the nays being (0) with one (1) member not voting, the motion to remove Resolution No. 9198 from the Agenda was agreed to, and the Resolution was removed.

Next the Council moved on to New Business.

Councilor Threadford introduced Resolution No. 9202, A Resolution Appointing the New Municipal Court Judge to Preside Over the City of Tarrant's Municipal Court for a Two-Year Term. Councilor Threadford made a motion to amend Resolution 9202 to a one-year term rather than a two-year term. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

None

Not voting:

Mayor Wayman Newton

The yeas being three (3) and the nays being (0) with one (1) member not voting, the motion to amend Resolution No. 9202 was agreed to, and the Resolution was amended.

Councilor Threadford introduced and read Resolution No. 9202, A Resolution *Appointing* the New Municipal Court Judge to Preside Over the City of Tarrant's Municipal Court for a one-year Term. Councilor Threadford made a motion to approve Resolution No. 9202. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

None

Not voting:

Mayor Wayman Newton

The yeas being three (3) and the nays being (0) with one (1) member not voting, the motion to approve Resolution No. 9202 was agreed to, and the Resolution was approved.

Councilor Threadford introduced and read 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. Councilor Threadford made a motion to approve Resolution No. 9203. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

None

Not voting:

Mayor Wayman Newton

The yeas being three (3) and the nays being (0) with one (1) member not voting, the motion to approve Resolution No. 9203 was agreed to, and the Resolution was approved.

Next, the City Council reviewed the vouchers and expenses for the City of Tarrant for August 16, 2024 and Tarrant Electric Department for August 16, 2024. There was question on the exclusion of the City of Tarrant vouchers. The city clerk stated that the City Hall vouchers were not provided to her. The Mayor affirmed an email sent on Friday August 15, 2024 to the city clerk. Councilor Anderson recommended the City Hall vouchers be presented at the next regular scheduled council meeting. Mayor Newton questioned some expenses in the City of Tarrant Electric Vouchers. Mr. Todd McGill approached the podium and answered City of Tarrant Electric vouchers expenses. Councilor Threadford moved to approve the vouchers and expenses for the City of Tarrant Electric for week ending August 16, 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:

None

Not voting:

Mayor Wayman A. Newton

The yeas being three (3) and the nays zero (0) with one (1) member not voting, the motion to approve the vouchers and expenses for the City of Tarrant Electric Department for August 16, 2024 was agreed to, and the vouchers and expenses were approved.

Next, the Council moved to Public Comments.

First, Chuck Winborn. Chuck Winborn declined and forwarded his public comments time to Waynette Bonham. Waynette Bonham asked for progress update on streetlights and questioned why employees fear for their jobs in the City of Tarrant. There was back and forth between Ms.

Bonham and the Mayor. Ms. Bonham also asked why the City Clerk cannot have access to City Hall records. There was more back and forth. *The individual charged the council dais. The individual was provoked by the Mayor.*

Next, Linda Lowry. Ms. Lowry expressed concern over her front yard ditch that was brought up a few months prior. Mayor Newton relayed a message from her neighbor stating that there was flooding issues stemming from her yard to the neighbors yard. The Mayor assured Ms. Lowry that he would talk with the Public Works Director, Andrea Stallworth and invited Ms. Lowry back to the next regularly scheduled meeting. The Mayor also stated that the neighbor will also be invited to the next meeting. Councilor Threadford and Councilor Anderson commented that neighbor disputes cannot be settled by Council; however, pictures were recommended. Councilor Matthews requested Ms. Lowry address.

There being no further comments from the public, the Mayor entertained a motion to adjourn. Councilor Threadford made a motion to adjourn. Councilor Andeson seconded the motion. A verbal vote was taken. Meeting ended at 7:41 pm.

Respectfully submitted,

Dr. Laverne Knight
City Clerk August 19, 2024

City of Tarrant Council Meeting, Alabama

READ AND APPROVED this the 19th day of August, 2024.

The City of Tarrant, Alabama

APPROVED: _____
WAYMAN NEWTON, MAYOR

ATTEST:

Dr. Laverne Knight

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9188

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

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

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

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

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Wednesday, September 4, 2024 at 7:00 pm as follows:

Section 1. That payment of \$1,286.25 be paid to CivicPlus for contract renewal beginning September 1, 2024 and ending August 31, 2025 as identified in Exhibit 'A.'

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

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

ADOPTED THIS THE 4th DAY OF SEPTEMBER, 2024

The City of Tarrant, Alabama

APPROVED: _____
WAYMAN NEWTON, MAYOR

ATTEST: _____
Dr. Laverne Knight, City Clerk



Invoice

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

#308948

9/1/2024

PO #

Bill To
City of Tarrant
PO Box 170220
Tarrant Alabama 35217

TOTAL DUE

\$1,286.25

Due Date: 10/1/2024

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

Qty	Item	Start Date	End Date
1	Municode Administrative Support Fee	9/1/2024	8/31/2025
1	Online Code Hosting Subscription	9/1/2024	8/31/2025

Total	\$1,286.25
Due	\$1,286.25

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

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

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

Good morning, Clerk Knight!

My name is Nikki, and I am part of your Customer Success Management team for your Civic Plus Codification services – happy to be working with you and the Tarrant, AL community!

This email includes a breakdown of your Codification services, associated costs, instructions on submitting legislation, legislation we currently have waiting to be supplemented, and some additional resources.

If you have any questions, feel free to respond to this email or I will be happy to hop on a call as well.

Online Code Hosting Subscription (Code of Ordinances**) (Renewal Date: 9/1/2024 – \$997.50)

Municode Administrative Support Fee (Renewal Date: 9/1/2024 – \$288.75)

TOTAL: \$1,286.25 (Invoice Attached)

(**Please note you are currently set up on a Per Page Supplementation payment model for your Code of Ordinances – you receive estimates for this work depending on how many pages your submitted legislation will affect in your Code of Ordinances. Please submit any legislation you have so that we may provide you with an updated estimate. Once you receive the estimate, you are required to provide us with Authorization to proceed. I have included the instructions on how to do so in this email and provided the list of Ordinances we currently have waiting to be supplemented. If you are interested in switching to a different model that can help ensure your code is updated regularly, please let me know.)

Municode Annual Self-Publishing Software License (Policy and Procedures) (Renewal Date: 10/1/2024 – \$525.00)

Municode MuniPro Subscription (Renewal Date: 10/1/2024 – \$309.75)

MuniDocs Subscription: 100+GB (Renewal Date: 10/1/2024 – \$ 367.50)

TOTAL: \$1,202.25 (Invoice not yet generated)

List of last Ordinances you submitted to us in 2020 & 2021:

No. 1126, 1127, 1128,1129, 1130,1131, 1132, 1133, 1134, 1135, 1136

Instructions and Helpful Resources:

Instructions to Submit Your Legislation – Codification (civicplus.help)

Help Center for all things Codification & Supplementation Clerk Resources – Codification (civicplus.help)

Please let me know if you have any questions!

Thank you kindly,

Nikki

EXHIBIT "A"

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 4th day of September, 2024, while in regular session on Wednesday, September 4th, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 4th day of September, 2024.

[SEAL]

Dr. Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9191

**A RESOLUTION REMOVING CHIEF WENDELL MAJOR FROM
THE OFFICE OF CHIEF OF POLICE FOR THE CITY OF
TARRANT**

WHEREAS, following the findings of an April, 2024 independent investigation into the Office of the Chief of Police of the City of Tarrant, which revealed multiple areas of serious misconduct on the part of Chief Wendell Major, the City Council of the City of Tarrant has continual declined to remove Chief Major from office;

WHEREAS, since that April, 2024 report, said misconduct has continued and/or escalated, exposing law enforcement officers, the citizens and the City of Tarrant to serious harm; and

WHEREAS, this ongoing misconduct includes: (a) continual closing of law enforcement cases preventing and/or obstructing active investigations (including cases which involve domestic and/or gun violence); (b) retaliation in violation of the Civil Rights Act of 1964; (c) allowing unauthorized personnel unsupervised access to sensitive and confidential areas of the Public Safety Building (including former employees who were terminated for misconduct), (d) hiring personnel outside the rules, policies and procedures as outlined by the Jefferson County Personnel Board and (e) approving contracts, services and/or expenditures without prior authorization.

WHEREAS, based on the findings of misconduct from the April, 2024 independent investigation and the current, ongoing misconduct and exposure to harm to law enforcement officers, citizens and the City of Tarrant, Chief Wendell Major is due to be removed from the Office of the Chief of Police of the City of Tarrant for cause.

NOW, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Wednesday, September 4th, 2024 at 7:00 p.m. as follows:

Section 1. That the City Council of the City of Tarrant does hereby immediately remove, for cause, Wendell Major from the Office of the Chief of Police for the City of Tarrant by a majority vote of those elected to the Council.

ADOPTED this the 4th day of September, 2024.

APPROVED: _____
WAYMAN NEWTON, MAYOR

ATTEST: _____
Laverne Knight, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, the 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 4th day of September, 2024 while in regular session on Wednesday, September 4th, 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 4th day of September, 2024.

Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9204

AUTHORIZING THE MAYOR TO DECLARE 5 POLICE VEHICLES AS SURPLUS AND AUTHORIZING THE MAYOR TO SELL IN ACCORDANCE WITH RESOLUTIONS AND ORDINANCES PERTAINING TO SURPLUS PROPERTY.

WHEREAS, the City of Tarrant Police Department has requested that the following be declared a surplus; and

2008	Dodge Charger	VIN# 2B3KA43H08H252371
2017	Ford Taurus	VIN# 1FAHP2L81HG100337
2013	Chevrolet Tahoe	VIN# 1GNLC2E07DR331241
2013	Chevrolet Tahoe	VIN# 1GN1C2E04DR330886
2013	Ford Explorer	VIN: 1FM5K8AR6DGA64273

WHEREAS, these items are no longer of value to the City of Tarrant’s Police Department.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Wednesday September 4th, 2024 at 7:00 pm as follows:

Section 1. That the Mayor is hereby authorized to declare those assets listed in Chief Majors’ August 22, 2024 report, attached and labeled **Exhibit A** as surplus; and

Section 2. That the Mayor is hereby authorized to sell, convey or otherwise dispose of the same in accordance with resolutions and ordinances relating to surplus property, thus removing them from the City of Tarrant Police Department’s inventory; and

Section 3. That the proceeds from the sell of the five (5) vehicles is to return to the Police Department’s FY 2024 Budget.

ADOPTED this the 4th day of September, 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 4th day of September 2024, while in regular session on Wednesday, September 4th, 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 4th day of September, 2024.

[SEAL]

Dr. Laverne Knight, City Clerk

Exhibit A

City of Tarrant Surplus Property Request

22-Aug-24

Chief Wendell Major

Description	Identification/Serial No.	Age of Property	Disposition
2008 Dodge Charger	VIN# 2B3KA43H08H252371	28 Years	Attempting to sale
2017 Ford Taurus	VIN# 1FAHP2L81HG100337	7 Years	Attempting to sale
2013 Chevrolet Tahoe	VIN# 1GNLC2E07DR331241	11 Years	Attempting to sale
2013 Chevrolet Tahoe	VIN# 1GN1C2E04DR330886	11 Years	Attempting to sale
2013 Ford Explorer	VIN# 1FM5K8AR6DGA64273	11 Years	Attempting to sale

Wed 8/21/2024 12:52 PM

The below listed vehicles are not serviceable. I request a resolution be prepared to declare these city vehicles as surplus to be sold at auction.

The following patrol vehicles are nonoperational and we request that all listed vehicles be decommissioned for sale.

1. YEAR: 2008 Dodge Charger (UNIT 15)

VIN: 2B3KA43H08H252371

COLOR: BLACK/WHITE

TAG: 50530MU

BODY: 4 DOOR

2. YEAR: 2017 FORD TAURUS

VIN: 1FAHP2L81HG100337

COLOR: WHITE

TAG: 70712MU

BODY: 4 DOOR

3. YEAR: 2013 CHEVROLET TAHOE (UNIT 26)

VIN: 1GNLC2E07DR331241

COLOR: BLACK

TAG: 56890MU

BODY: SUV

4. YEAR: 2013 CHEVROLET TAHOE (UNIT 24)

VIN: 1GN1C2E04DR330886

COLOR: BLACK

TAG: NONE

BODY: SUV

5. YEAR: 2013 FORD EXPLORER

VIN: 1FM5K8AR6DGA64273

COLOR: WHITE

TAG: 1AOD8PE

SUV

From: Shukri Muwwakkil <smuwwakkil@police.tarrant.gov>

Sent: Wednesday, August 21, 2024 12:34 PM

To: Wendell Major <wmajor@police.tarrant.gov>; Wayne Curry <wcurry@police.tarrant.gov>

Subject: List of patrol vehicles that are nonoperational

The following patrol vehicles are nonoperational and we request that all listed vehicles be decommissioned for sale.

1. YEAR: 2008 Dodge Charger (UNIT 15)

VIN: 2B3KA43H08H252371

COLOR: BLACK/WHITE

TAG: 50530MU

BODY: 4 DOOR

2. YEAR: 2017 FORD TAURUS

VIN: 1FAHP2L81HG100337

COLOR: WHITE

TAG: 70712MU

BODY: 4 DOOR

3. YEAR: 2013 CHEVROLET TAHOE (UNIT 26)

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9205

A RESOLUTION AUTHORIZING THE MAYOR TO DECLARE TARRANT FIRE ENGINE 32 (2007 AMERICAN LAFRANCE) TO BE SURPLUS AND AUTHORIZING THE MAYOR TO SELL, CONVEY OR OTHERWISE DISPOSE OF THE SAME IN ACCORDANCE WITH RESOLUTIONS AND ORDINANCES PERTAINING TO SURPLUS PROPERTY

WHEREAS, the City of Tarrant Fire Department has requested that Engine 32, a 2007 American LaFrance, Model EA134042S, VIN 1AFAAACY57RZ35384 be declared surplus, and

WHEREAS, this vehicle is no longer of value to the City of Tarrant Fire Department.

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Wednesday, September 4, 2024 at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to declare Engine 32, a 2007 American LaFrance, Model EA134042S, VIN 1AFAAACY57RZ35384, to be surplus.

Section 2. That the Mayor is hereby authorized to sell, convey, or otherwise dispose of the same in accordance with resolutions and ordinances relating to surplus property, thus removing it from the City of Tarrant Fire Department inventory.

ADOPTED AND APPROVED THIS THE 4th DAY OF SEPTEMBER, 2024.

APPROVED: _____
Wayman Newton, Mayor

ATTEST: _____
Laverne Knight, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, _____, the 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 4th September, 2024 while in regular session and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 4th day of September 2024

City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9206

A RESOLUTION AUTHORIZING THE PAYMENT OF INVOICE FROM ALABAMA LEAGUE OF MUNICIPALITIES.

WHEREAS, the City of Tarrant is a member of the Alabama League of Municipalities established 1935; and

WHEREAS, the Alabama League of Municipalities membership fees dues are \$3,573.00 which is identified in the attached invoice (Exhibit 'A'); and

WHEREAS, the membership fees due are on an annual basis for the City of Tarrant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session, a quorum duly assembled, on the 4th day of September, 2024, at 7:00 pm as follows:

Section 1. That the attached invoice in the amount of \$3,573.00 for services rendered be and is hereby authorized to be paid.

Section 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 4th day of September, 2024.

The City of Tarrant, Alabama

APPROVED: _____

WAYMAN NEWTON, MAYOR

ATTEST: _____

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 4th day of September 2024, while in regular session on Wednesday, September 4th, 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 4th day of September, 2024.

[SEAL]

Dr. Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9207

A RESOLUTION AUTHORIZING THE PERSONNEL BOARD OF JEFFERSON COUNTY TO CREATE A CLASSIFICATION SYSTEM AND PAY SCHEDULE FOR ALL TARRANT ELECTRIC DEPARTMENT EMPLOYEES.

WHEREAS, the City of Tarrant Electric Department (“TED”) is a department within the City of Tarrant (“City”) which employs a variety of individuals, specifically, linemen, electrical workers, accountants, and other individuals necessary for the operation of an electric system; and

WHEREAS, based on the individualized and unique nature of employee requirements along with the required certification and training needed to hire and retain these type of employees, the City Council of the City of Tarrant, Alabama, (“City Council”) find it in the best interest of the City, the TED, the employees, and the citizens of the City to authorize the Personnel Board of Jefferson County (“PBJC”) to create a separate classification system and pay schedules for all jobs and positions within the TED; and

WHEREAS, this will allow for more direct and relevant applications to be sought for highly technical positions as well as become more competitive in the hiring of TED employees.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session a quorum duly assembled on Wednesday, September 4, 2024, at 7:00 p.m. as follows:

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

Section 2. The City Council hereby authorizes the PBJC to create a separate classification system and pay schedules for all jobs and positions within the TED and, as soon as practical thereafter, transmit the newly formed classification system and pay schedule back to the City Council for its review and consideration

Section 3. The Superintendent of the TED is hereby authorized to take any and all necessary steps to implement this resolution.

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

Section 5. The City Clerk shall provide the PBJC a certified copy of this Resolution along with any other documents requested by the PBJC's staff that is necessary to fulfill its purpose.

ADOPTED this the 4th day of September, 2024.

APPROVED: _____

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 4th day of September, 2024, while in regular session on Wednesday, September 4, 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 September, 2024.

Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9208

A RESOLUTION APPROVING THE USE AGREEMENT BY AND BETWEEN THE CITY OF TARRANT, ALABAMA, AND THE TARRANT CITY SCHOOLS BOARD OF EDUCATION FOR USE OF THE TARRANT RECREATION CENTER GYM AND THE TARRANT BASEBALL / SOFTBALL COMPLEX.

WHEREAS, the Tarrant City Board of Education (“TCBOE”) and the City of Tarrant, Alabama, (“City”) have undertaken discussions permitting the use of certain City property, namely the Tarrant Recreation Center gymnasium located at 1232 Faye Drive, Tarrant, Alabama, and the City of Tarrant Baseball / Softball Complex located at 829 Clow Road, Tarrant, Alabama, (collectively the “City Facilities”) for the purposes of providing Tarrant Elementary School students an indoor place for certain school purposes when needed and for the Tarrant High School baseball and softball teams for practices and games; and

WHEREAS, the City owns the City Facilities and desires to grant to the TCBOE the right to use the City Facilities in carrying out TCBOE’s educational purposes, subject to and in accordance with the terms and provisions of this Agreement (see attached Use Agreement as Exhibit “A”); and

WHEREAS, the City and TCBOE have mutually agreed to memorialize the use of the City Facilities by TCBOE which use will promote the education, health and general welfare of the community.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session a quorum duly assembled on Wednesday, September 4, 2024, at 7:00 p.m. as follows:

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

Section 2. The City Council of the City, having reviewed the Agreement attached hereto as Exhibit “A” and incorporated as if fully set out herein, hereby approves of the terms of the Agreement and authorizes the Mayor, or his designee, to execute the Agreement on behalf of the City.

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

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

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

Adopted this the 4th day of September, 2024.

Approved: _____
Wayman Newton, Mayor

Attest: _____
Laverne Knight, PhD., City Clerk

Exhibit A

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

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 4th day of September, 2024, while in regular session on Wednesday, September 4 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 September, 2024.

Laverne Knight, City Clerk



MASSEY, STOTSER & NICHOLS, PC
ATTORNEYS
www.msnattorneys.com

August 26, 2024

VIA ELECTRONIC MAIL

VIA EMAIL: wnewton@cityoftarrant.com

Hon. Wayman A. Newton
Mayor, City of Tarrant

VIA EMAIL: choson2@gmail.com

Hon. Veronica Freeman
City Council

VIA EMAIL: mrstraciebthread@gmail.com

Hon. Tracie B. Threadford
City Council

VIA EMAIL: cat15a@aol.com

Hon. Cathy Anderson
City Council

VIA EMAIL: matthewsd334@gmail.com

Hon. Debbie Matthews
City Council

VIA EMAIL: jtb103@aol.com

Hon. John T. Bryant
City Council

Re: Proposed Use Agreements
Our File Number: 23662.000

Dear Mayor and City Councilors:

I hope you are doing well. Enclosed please find the final approved copy of the use agreement for the old Tarrant High School and the proposed use agreement regarding the rec center and baseball / softball fields.

Should you have any questions, please feel free to contact me.

I remain...


Michael D. Brymer

MDB/ms

Enclosure

cc: Scott Evans

Michael D. Brymer Partner

1780 Gadsden Highway Birmingham, Alabama 35235
P 205-838-9000 F (205) 838-9071 E mbrymer@msnattorneys.com

July 16, 2024

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

Re: Lot 1, Jefferson County, Alabama Tax Parcel Number 23-00-07-1-015-001.000 ("Lot 1"), Lot 3, Jefferson County, Alabama Tax Parcel Number 23-00-07-1-004-002.000 ("Lot 3"), Lot 4, Jefferson County, Alabama Tax Parcel Number 23-00-08-2-017-013.000 (Lot "4") and Lot 6, Jefferson County, Alabama Tax Parcel Number 23-00-07-1-015-001.000 ("Lot 6") and as shown as Lots 1; 3, 4 and 6 (collectively, the "Property") on the map attached hereto as Exhibit A and incorporated herein by reference.

Dear Mayor Newton:

The City of Tarrant, Alabama (the "City") has made a request to the Tarrant City Board of Education (the "Board") to use the Property for the following uses (collectively, the "Intended Use"): (a) Lot 4 shall be used only as a City-sponsored recreational use football league and soccer league field and (b) Lot 1, Lot 3 and Lot 4 shall be used only as parking areas. The Board is in favor of such request. Accordingly, please be advised that the Board does hereby grant to the City a license to use the Property on the following terms and conditions:

1. Subject to the provisions of Paragraph 8 below, the term of the license granted herein shall commence on the date hereof and continue until July 31, 2029 (the "Term").

2. The City acknowledges and agrees that the Board has not made and does not make any representations or warranties concerning the physical condition of the Property or as to any other matters and the City agrees that its use of the Property shall be on an "AS IS", "WHERE IS", "WITH ALL FAULTS" basis.

3. Throughout the Term, the Property shall be used only for the Intended Use.

4. Throughout the Term, the City shall, at its sole cost and expense, be responsible for the maintenance, upkeep, repair and replacement of the Property including, without limitation, undertaking, at the sole cost and expense of the City, the improvements to the Property as set forth in the proposal made to the City by Game Day Athletic Surfaces attached hereto as Exhibit B and incorporated herein by reference, which improvements are hereby authorized by the Board.

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

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

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

8. In the event the City fails to observe, perform or otherwise comply with any of the foregoing terms and provisions (a "Default"), the Board shall provide written notice thereof to the City. In the event the City fails to cure such Default within 30 days following the giving of such written notice, then the Board shall have the right to cancel and terminate the license granted herein in which event the Term shall automatically expire as of the date the Board gives written notice to the City of the termination of the license granted herein.

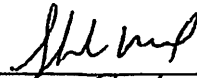
9. Throughout the Term, the City may place portable toilets on Lot 3 and Lot 4.

July 16, 2024
Page 3

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

Very truly yours,

TARRANT CITY BOARD OF EDUCATION

By: 
Printed Name: Sherene M. Davis
Title: Superintendent

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

CITY OF TARRANT, ALABAMA

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

Map Depicting Property

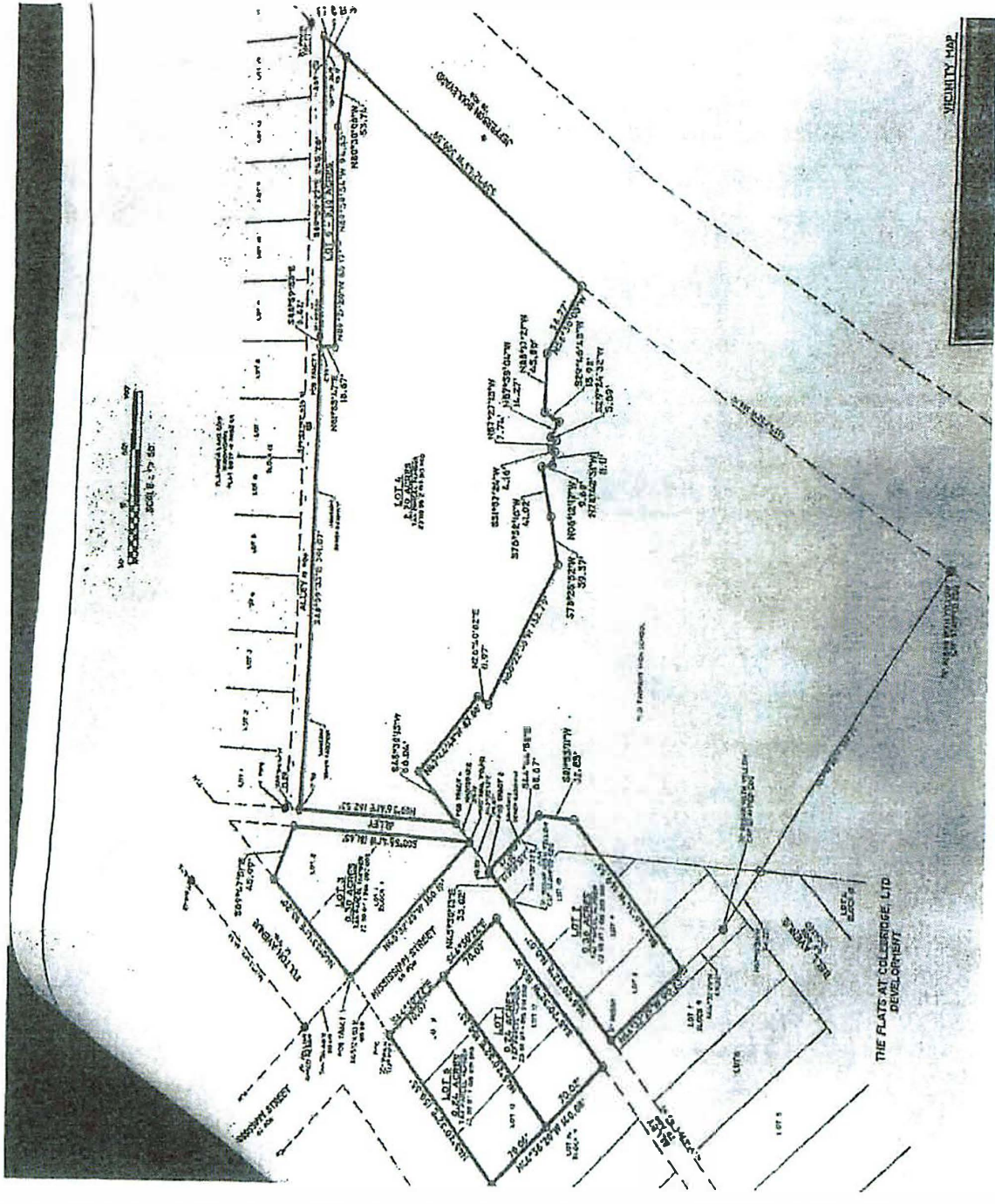


EXHIBIT B

Gameday Athletic Surfaces

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

Tarrant Youth Football Field
Fralze mow and top grade quote

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

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

-All labor, material, mobilization and overhead costs.

Total: \$26,385

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

Notes:

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

Sincerely,

TJ Foley
GAMEDAY Athletic Surfaces

Maintenance allocation

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

Tarrant Youth Football
Tarrant, AL
Irrigation Installation

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

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

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

- All Labor, material, mobilization & overhead costs.

Total
\$59,683

Notes:

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

Sincerely,

TJ Foley
GAMEDAY Athletic Surfaces

Field Management Program



Game Day
Athletic
Surfaces
1509 US Highway 11, Trussville, AL 35173
Phone: 810-621-4370 or 800gamedayathleticsurfaces.com

Application	DESCRIPTION	UNIT PRICE 1.75 Game Field	AMOUNT
CUSTOMER	1 January granular/foliar fertility application will provide readily available nutrients for turfgrass.	\$481.00	\$481.00
Tarrant Youth Football	1 February granular/foliar fertility and foliar slow release pre-emergent application will provide readily available nutrients for turfgrass over a 10-12 week period.	\$481.00	\$481.00
ESTIMATE NO.:	1 April granular or foliar fertility application will drive growth and strengthen turf density.	\$481.00	\$481.00
DATE	1 May pre-emergent application for warm season weed control and foliar fertility application.	\$481.00	\$481.00
07/24	1 June granular fertility application will provide readily available nutrients for turfgrass.	\$481.00	\$481.00
ADDRESS	1 July granular rotary application will drive growth and strengthen turf density with foliar PGR to allow turfgrass to conserve its own energy during summer stress.	\$481.00	\$481.00
CITY/STATE/ZIP	1 August liquid fertilization application with PGR and micronutrients allow turfgrass to conserve its own energy during summer stress.	\$481.00	\$481.00
Tarrant, AL	1 September granular/foliar fertility application will provide readily available nutrients for turfgrass.	\$481.00	\$481.00
E-MAIL	1 October granular or foliar fertilization application to drive growth and establish Rye Grass during the winter.	\$481.00	\$481.00
SALESPERSON	1 November granular or foliar fertilization application to drive growth and establish Rye Grass during the winter.	\$481.00	\$481.00
TJ Foley	10 Total Chemical Applications		\$0.00
PROJECT	Agronomic Services		\$0.00
Yearly Maintenance Program	2 Aeration Services. Aeration will dramatically improve O ₂ flow, air exchange between the soil and atmosphere, enhanced soil and water uptake, improve turfgrass uptake and reduce soil compaction.	\$1,260.00	\$2,520.00
Prepared	1 Top dressing of 18 tons of white washed topdressing spread on all fields.	\$4,500.00	\$4,500.00
TJ Foley	*Spot price may change at time of service due to market changes.*		\$0.00
ATTENTION			\$0.00
Scott Evans			\$0.00
PAYMENT TERMS			\$0.00
Monthly Installments			\$0.00
DUE DATE			\$0.00
TBA		SUBTOTAL	\$11,810.00
		TAX RATE	0.00%
		SALES TAX	\$0.00
		OTHER	
		TOTAL	\$11,810.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

The contract is from 08/17/2024 to 07/31/2025. The contract will automatically renew within 30 days of the agreement unless either party provides written notice. Either party may cancel the contract with a 60 day written notice for cause. Cause is defined as failure to perform quality work outside of force majeure and on time monthly installment payments by the customer. Quality of work is defined by an independent certified expert with no relationship to either party. Payments are made on monthly installments and subject to a 5% late fee per month.

Sign Below to Accept Quote:

Authorized Representative

Date

Yearly allocation

USE AGREEMENT

THIS USE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2024 (the "Effective Date") by and between BOARD OF EDUCATION OF THE CITY OF TARRANT, ALABAMA ("BOE"), and the CITY OF TARRANT, ALABAMA, a municipality organized under the laws of the State of Alabama, (collectively, the "City") (BOE and the City may sometimes be referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the City owns the City Facilities, as hereinafter defined, and desires to grant to the BOE the right to use the City Facilities in carrying out BOE's educational purposes, subject to and in accordance with the terms and provisions of this Agreement; and

WHEREAS, the City and BOE have mutually agreed to memorialize the use of the City Facilities by BOE which use will promote the education, health and general welfare of the community.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BOE and the City agree as follows:

1. **Definitions.** For the purpose of this Agreement, certain words or terms shall be defined as set forth below in this paragraph. Words not defined in this paragraph shall be interpreted so as to give the words the meaning the words have in common usage and reasonable application. Words used in the singular shall include the plural, and the plural the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. As used in this Agreement, the following terms shall have the meanings set forth below:

"City Facilities" shall mean collectively and exclusively, the Recreation Center and the Softball/Baseball Complex.

"Recreation Center" shall mean the City's recreation center gymnasium (including restrooms) located at 1232 Faye Street, Tarrant, Alabama 35217.

"School" and "School-related" shall mean any activity approved, sanctioned or sponsored by any administrator, faculty, or staff personnel within the BOE.

"Softball/Baseball Complex" shall mean the City's softball and baseball complex located at 829 Clow Road, Tarrant, Alabama 35217.

"Term" shall mean the period of time beginning on the Effective Date and continuing for five (5) years thereafter.

2. **Grant of Use Rights to the City Facilities.** Throughout the Term, the City does hereby grant to the BOE, its agents, employees and invitees the following rights to use the City Facilities as follows:

(a) Subject to the last sentence of this Paragraph 2(a), the BOE shall have the exclusive right to use the Recreation Center for School-related uses and purposes during regular School hours throughout the year (including summer school) due to inclement weather conditions which may preclude students from outdoor activities. Notwithstanding the foregoing, all other areas of the Recreation Center may be used by the City at all times even during the periods of time that the BOE is using the gymnasium and restrooms within the Recreation Center.

(b) The BOE shall have the exclusive right to use the Softball/Baseball Complex for School-related uses and purposes during School hours and after School hours during softball and baseball seasons for baseball and softball games and practices. Each year throughout the Term, the BOE shall provide to the City a schedule for such year of the anticipated dates and hours of its use of the Softball/Baseball Complex as well as any updates to such schedule upon learning of the same.

3. **Use of City Facilities by City.** At all other times that BOE is not using the City Facilities, the City will be entitled to use the City Facilities for community, recreational, and educational purposes.

4. **Fees, Costs and Expenses.**

(a) The use of the Recreation Center by the BOE for the purposes set forth in Paragraph 2(a) above shall be subject to a rental fee of \$45.00 per day for any day that the BOE uses the Recreation Center. Throughout the Term, the City, acting through the administrative staff for the Recreation Center, will bill the BOE on a monthly basis for each day the BOE has used the Recreation Center during the preceding month and, following BOE verification of such use, will make payment to the City within five (5) days of such verification.

(b) There shall be no charge to the BOE for use of the Softball/Baseball Complex for the purposes set forth in Paragraph 2(b) above.

(c) Except for the rental fee set forth in Paragraph 4(a), the BOE shall not be not subject to any other costs, charges or expenses relating to the use of the City Facilities.

5. **Maintenance of City Facilities.**

(a) The City shall be solely responsible for the maintaining the Recreation Center in good condition and repair at all times, including, without limitation, providing heating and air conditioning, water, electrical service, and cleaning of the Recreation Center as it routinely occurs to the Recreation Center at no cost to the BOE and operating, maintaining, repairing and replacing the same in accordance with all applicable federal, state, county and local laws, statutes, rules, regulations and requirements.

(b) The BOE shall be solely responsible for providing all routine maintenance of the Softball/Baseball Complex during the periods of time the BOE is using the same, which shall include cutting grass, lining fields, dragging infields, and cleaning stands and bathrooms. The City shall be solely responsible for any repair and replacement of the lighting system, irrigation system, if any, fencing and the replacement of any portions of the Softball/Baseball Complex in need of replacement. Water and electrical serve will be provided to the Softball/Baseball Complex by the City at no cost to the BOE. At all other times that the BOE is not using the Softball/Baseball Complex, the City shall be solely responsible for maintaining the same in good condition and repair and in accordance with all applicable federal, state, county and local laws, statutes, rules, regulations and requirements.

6. **Designation of Representatives.** BOE and the City shall respectively designate in writing to the other Party one or more employees of such Party to serve as the BOE representatives and the City representatives, respectively, for the purposes of providing notices as to any matters set forth in this Agreement. These designated representatives agree to work in good faith to resolve any scheduling issues or related matters that may occur under this Agreement prior to providing any notice of default as provided in section 16 below.

7. **Insurance.** Throughout the Term, the BOE shall, at its sole cost and expense, obtain and maintain commercial general liability insurance insuring the BOE, the City and any other persons designated by the City against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or resulting from or out of the use of the City Facilities by the BOE during the time periods the same are used by the BOE or in any way occasioned by or arising out of any activities conducted by the BOE on or within the City Facilities during the time periods the same are used by the BOE, the limits of which to be in a combined single limit for both damage to property and personal injury and in amounts not less than \$2,000,000 for each occurrence with an annual aggregate limit of not less than \$5,000,000. The BOE agrees to provide to the City a certificate of insurance for the foregoing required insurance, which certificate shall name the City as an additional insured. The Board further agrees to provide to the City replacement certificates at least 30 days prior to the expiration of such policy.

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

Property or any activities thereon. The provisions of this Paragraph 8 shall survive the expiration or termination of the Term.

9. **Termination.** This Agreement may only be terminated by mutual consent of the Parties by written agreement.

10. **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by all of the parties hereto.

11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

12. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.

13. **Assignment.** No Party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties. Any assignment in violation of this Paragraph 13 shall be void and of no force and effect.

14. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

15. **Amendments.** Neither this Agreement nor any provision hereof may be waived, modified or amended, except by a written instrument, signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

16. **Default and Remedies.** In the event either Party defaults in the performance of any of its duties or obligations hereunder, the other Party shall have the right, at its option, to exercise all rights and remedies available to such Party at law or in equity. Should either Party hereto employ attorneys to enforce any of the provisions of this Agreement, then the Party losing in any final judgment agrees to pay to the prevailing Party all reasonable costs, charges and expenses, including attorneys' fees and expenses, expended or incurred by the prevailing Party in connection therewith.

17. **Further Assurances.** Each Party, for themselves and their respective successors and assigns, covenant and agree to execute sign and deliver, or cause to be executed signed and

delivered and to otherwise do or make or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, which may be reasonably requested by the other Party to this Agreement for the purpose of and in connection with clarifying, amending or otherwise consummating any of the transactions and matters contemplated herein.

18. **Time of Essence.** Time is of the essence in the performance of all obligations of each Party to this Agreement.

19. **No Waiver.** No delay or omission in the exercise of any right accruing upon any default by any Party hereto shall impair the rights of the other Party hereto or be construed to be a waiver thereof by either Party, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of the Agreement shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

20. **No Partnership.** Nothing contained in this Agreement and no action by the Parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, joint venture or any association between the Parties hereto. This Agreement does not create any rights or obligations in favor of any third parties who have not executed this Agreement.

[The remainder of this page has been left intentionally blank]

CITY OF TARRANT, ALABAMA

By: _____
WAYMAN A. NEWTON,
MAYOR

Date: _____

ATTEST:

LAVERNE KNIGHT
CITY CLERK

**BOARD OF EDUCATION OF THE CITY OF
TARRANT**

By: _____

Print: _____

Its: _____

Date: _____

USE AGREEMENT

THIS USE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2024 (the "Effective Date") by and between **BOARD OF EDUCATION OF THE CITY OF TARRANT, ALABAMA ("BOE")**, and the **CITY OF TARRANT, ALABAMA**, a municipality organized under the laws of the State of Alabama, (collectively, the "City") (BOE and the City may sometimes be referred to individually as a "Party" and collectively as the "Parties").

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WHEREAS, the City and BOE have mutually agreed to memorialize the use of the City Facilities by BOE which use will promote the education, health and general welfare of the community.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BOE and the City agree as follows:

1. **Definitions.** For the purpose of this Agreement, certain words or terms shall be defined as set forth below in this paragraph. Words not defined in this paragraph shall be interpreted so as to give the words the meaning the words have in common usage and reasonable application. Words used in the singular shall include the plural, and the plural the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. As used in this Agreement, the following terms shall have the meanings set forth below:

"City Facilities" shall mean collectively and exclusively, the Recreation Center and the Softball/Baseball Complex.

"Recreation Center" shall mean the City's recreation center gymnasium (including restrooms) located at 1232 Faye Drive, Tarrant, Alabama 35217.

"School" and **"School-related"** shall mean any activity approved, sanctioned or sponsored by any administrator, faculty, or staff personnel within the BOE.

"Softball/Baseball Complex" shall mean the City's softball and baseball complex located at 829 Clow Road, Tarrant, Alabama 35217.

"Term" shall mean the period of time beginning on the Effective Date and continuing for five (5) years thereafter.

2. **Grant of Use Rights to the City Facilities.** Throughout the Term, the City does hereby grant to the BOE, its agents, employees and invitees the following rights to use the City Facilities as follows:

(a) Notwithstanding incidental use by the City of the Recreation Center, the BOE shall have the exclusive right to use the Recreation Center for School-related uses and purposes during regular School hours throughout the year (including summer school) due to inclement weather conditions which may preclude students from outdoor activities.

(b) The BOE shall have the exclusive right to use the Softball/Baseball Complex for School-related uses and purposes during School hours and after School hours during softball and baseball seasons for baseball and softball games and practices. Each year throughout the Term, the BOE shall provide to the City a schedule for such year of the anticipated dates and hours of its use of the Softball/Baseball Complex as well as any updates to such schedule upon learning of the same.

3. **Use of City Facilities by City.** At all other times that BOE is not using the City Facilities, the City will be entitled to use the City Facilities for community, recreational, and educational purposes.

4. **Fees, Costs and Expenses.**

(a) The use of the Recreation Center by the BOE for the purposes set forth in Paragraph 2(a) above shall be subject to a rental fee of \$45.00 per day for any day that the BOE actually uses the Recreation Center. Throughout the Term, the City, acting through the administrative staff for the Recreation Center, will bill the BOE on a monthly basis for each day the BOE has used the Recreation Center during the preceding month and, following BOE verification of such use, will make payment to the City within five (5) days of such verification.

(b) There shall be no charge to the BOE for use of the Softball/Baseball Complex for the purposes set forth in Paragraph 2(b) above.

(c) Except for the rental fee set forth in Paragraph 4(a), the BOE shall not be not subject to any other costs, charges or expenses relating to the use of the City Facilities.

5. **Maintenance of City Facilities.**

(a) The City shall be solely responsible for the maintaining the Recreation Center in good condition and repair at all times, including, without limitation, providing heating and air conditioning, water, electrical service, and cleaning of the Recreation Center as it routinely occurs to the Recreation Center at no cost to the BOE and operating, maintaining, repairing and replacing the same in accordance with all applicable federal, state, county and local laws, statutes, rules, regulations and requirements.

(b) The BOE shall be solely responsible for providing all routine maintenance of the Softball/Baseball Complex during the periods of time the BOE is using the same, which shall include cutting grass, lining fields, dragging infields, and cleaning stands and bathrooms. The City shall be solely responsible for any repair and replacement of the lighting system, irrigation system, if any, fencing and the replacement of any portions of the Softball/Baseball Complex in need of replacement. Water and electrical serve will be provided to the Softball/Baseball Complex by the City at no cost to the BOE. At all other times that the BOE is

not using the Softball/Baseball Complex, the City shall be solely responsible for maintaining the same in good condition and repair and in accordance with all applicable federal, state, county and local laws, statutes, rules, regulations and requirements.

6. **Designation of Representatives.** BOE and the City shall respectively designate in writing to the other Party one or more employees of such Party to serve as the BOE representatives and the City representatives, respectively, for the purposes of providing notices as to any matters set forth in this Agreement. These designated representatives agree to work in good faith to resolve any scheduling issues or related matters that may occur under this Agreement prior to providing any notice of default as provided in section 16 below.

7. **Insurance.** Throughout the Term, the BOE shall, at its sole cost and expense, obtain and maintain commercial general liability insurance insuring the BOE, the City and any other persons designated by the City against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or resulting from or out of the use of the City Facilities by the BOE during the time periods the same are used by the BOE or in any way occasioned by or arising out of any activities conducted by the BOE on or within the City Facilities during the time periods the same are used by the BOE, the limits of which to be in a combined single limit for both damage to property and personal injury and in amounts not less than \$2,000,000 for each occurrence with an annual aggregate limit of not less than \$5,000,000. The BOE agrees to provide to the City a certificate of insurance for the foregoing required insurance, which certificate shall name the City as an additional insured. The Board further agrees to provide to the City replacement certificates at least 30 days prior to the expiration of such policy.

8. **Indemnification.** To the greatest extent allowed by law, the BOE does hereby indemnify, agree to defend and hold the City, its agents and employees (each an "Indemnified Party") harmless from and against any and all claims, actions, losses, damages, liabilities, fines, verdicts, judgments, costs and expenses of any nature whatsoever, including attorneys' fees and defense, investigation, discovery, court and other costs, suffered, paid or incurred by any Indemnified Party (each, a "Loss"), including those resulting from any claims, demands, actions, causes of action or other legal or administrative proceedings at law or in equity against any Indemnified Party (each, a "Claim"), arising from or relating to any of the following: (a) personal injury (including death), property damage, loss of use or profits arising from or relating to the use of the Property by the BOE or any person or entity the BOE brings, allows or permits to enter upon the City Facilities (each a "BOE Party"), including any Claim by a BOE Party, in all cases irrespective of whether any Loss or Claim is caused or alleged to be caused by the sole, contributory or concurrent passive negligence of any Indemnified Party; (b) the BOE's breach of any representation, warranty, covenant or agreement contained herein; and (c) violation by the BOE or any BOE Party of any applicable law, rule, regulation, ordinance or permit relating to the Property or any activities thereon. The provisions of this Paragraph 8 shall survive the expiration or termination of the Term.

9. **Termination.** This Agreement may only be terminated by mutual consent of the Parties by written agreement.

10. **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement. It is expressly agreed that

there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by all of the parties hereto.

11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

12. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.

13. **Assignment.** No Party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties. Any assignment in violation of this Paragraph 13 shall be void and of no force and effect.

14. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

15. **Amendments.** Neither this Agreement nor any provision hereof may be waived, modified or amended, except by a written instrument, signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

16. **Default and Remedies.** In the event either Party defaults in the performance of any of its duties or obligations hereunder, the other Party shall have the right, at its option, to exercise all rights and remedies available to such Party at law or in equity. Should either Party hereto employ attorneys to enforce any of the provisions of this Agreement, then the Party losing in any final judgment agrees to pay to the prevailing Party all reasonable costs, charges and expenses, including attorneys' fees and expenses, expended or incurred by the prevailing Party in connection therewith.

17. **Further Assurances.** Each Party, for themselves and their respective successors and assigns, covenant and agree to execute sign and deliver, or cause to be executed signed and delivered and to otherwise do or make or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, which may be reasonably requested by the other Party to this Agreement for the purpose of and in connection with clarifying, amending or otherwise consummating any of the transactions and matters contemplated herein.

18. **Time of Essence.** Time is of the essence in the performance of all obligations of each Party to this Agreement.

19. **No Waiver.** No delay or omission in the exercise of any right accruing upon any default by any Party hereto shall impair the rights of the other Party hereto or be construed to be a

waiver thereof by either Party, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of the Agreement shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

20. **No Partnership.** Nothing contained in this Agreement and no action by the Parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, joint venture or any association between the Parties hereto. This Agreement does not create any rights or obligations in favor of any third parties who have not executed this Agreement.

[The remainder of this page has been left intentionally blank]

CITY OF TARRANT, ALABAMA

By: _____
WAYMAN A. NEWTON,
MAYOR

Date: _____

ATTEST:

LAVERNE KNIGHT
CITY CLERK

**BOARD OF EDUCATION OF THE CITY OF
TARRANT**

By: _____
Print: _____
Its: _____
Date: _____

CITY OF TARRANT
VOUCHER LIST
MONDAY, AUGUST 19 , 2024

GENERAL FUND

5060-5061	ACCOUNTS PAYABLE RUN	\$ 13,996.92
53881-53906	ACCOUNTS PAYABLE RUN	\$ 100,279.14
5062	ACCOUNTS PAYABLE RUN	\$ 379.20
53907-53945	ACCOUNTS PAYABLE RUN	\$ 152,619.03

NET PAYROLL

8/16/2024	PAY PERIOD 07/27/2024-08/09/2024	\$ 161,724.36
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<u>Bank Name</u>		<u>Bank Number</u>					
E911 Account							
<u>Payment Number</u>	<u>Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Pymt Grp.</u>	<u>Payment Date</u>	<u>Payment Amount</u>	
5062	CHK	At & T	407		08/15/2024	\$379.20	
Bank Total:						\$379.20	
Bank Payment Count:						1	

<u>Bank Name</u>		<u>Bank Number</u>					
General Fund							
<u>Payment Number</u>	<u>Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Pymt Grp.</u>	<u>Payment Date</u>	<u>Payment Amount</u>	
53907	CHK	Airgas Usa, Lic	309		08/15/2024	\$147.02	
53908	CHK	Alabama Child Support	37		08/15/2024	\$1,389.34	
53909	CHK	Alabama Crime Victims Comp Com	156		08/15/2024	\$28.00	
53910	CHK	Alabama Peace Officers Annuity	160		08/15/2024	\$65.00	
53911	CHK	Alabama Power	12		08/15/2024	\$503.40	
53912	CHK	Alacourt.Com	1688		08/15/2024	\$127.00	
53913	CHK	Alsco - Birmingham	1438		08/15/2024	\$78.83	
53914	CHK	American Fidelity Assurance	1731		08/15/2024	\$1,102.00	
53915	CHK	At & T	407		08/15/2024	\$202.20	
53916	CHK	Birmingham Water Works	16		08/15/2024	\$1,160.98	
53917	CHK	BJCTA BIRMINGHAM JEFFERSON COUN	1974		08/15/2024	\$5,086.67	
53918	CHK	Bradford W. Caraway	2121		08/15/2024	\$237.50	
53919	CHK	Circuit Clerk Judicial Adm Fund	1305		08/15/2024	\$32.62	
53920	CHK	City Of Tarrant	32		08/15/2024	\$1,213.92	
53921	CHK	Dell Financial Services	975		08/15/2024	\$163.35	
53922	CHK	Elite Sportswear	3288		08/15/2024	\$1,768.74	
53923	CHK	Express Oil Change Llc	66		08/15/2024	\$1,126.68	
53924	CHK	Finance Department, State	155		08/15/2024	\$852.00	
53925	CHK	Game Day Athletic, Inc	3266		08/15/2024	\$80,998.00	
53926	CHK	Genesis Tire	1291		08/15/2024	\$100.00	
53927	CHK	Greater Birmingham Humane Society	1503		08/15/2024	\$2,306.35	
53928	CHK	Jacqueline Anderson Smith	1851		08/15/2024	\$678.60	
53929	CHK	Jefferson County Commission Departm	3379		08/15/2024	\$25,000.00	
53930	CHK	Jefferson County District	927		08/15/2024	\$255.75	
53931	CHK	Jefferson County Library	271		08/15/2024	\$751.23	
53932	CHK	Legal Aid Society	152		08/15/2024	\$4,500.00	
53933	CHK	Municipal And Commercial Uniform And	134		08/15/2024	\$245.90	
53934	CHK	Presiding Circuit Judge Admin	1985		08/15/2024	\$35.62	
53935	CHK	Quill	76		08/15/2024	\$326.38	
53936	CHK	Robert J Young Company	1681		08/15/2024	\$673.01	
53937	CHK	State Judicial Admin Fund	1304		08/15/2024	\$150.76	
53938	CHK	State Of Alabama Department	883		08/15/2024	\$115.55	
53939	CHK	Stone & Sons Electrical Cont.	189		08/15/2024	\$365.54	
53940	CHK	Texas Life Insurance Co.	1801		08/15/2024	\$154.80	
53941	CHK	The C. BURRELL LAW GROUP, LLC	3183		08/15/2024	\$1,425.00	
53942	CHK	United Way Of Central Alabama	241		08/15/2024	\$20.00	
53943	CHK	Vision Service Plan	1733		08/15/2024	\$350.96	
53944	CHK	We R Smart Llc	1887		08/15/2024	\$18,765.00	
53945	CHK	Wells Fargo Financial Leasing	1315		08/15/2024	\$115.33	
Bank Total:						\$152,619.03	
Bank Payment Count:						39	

<u>Bank Name</u>		<u>Bank Number</u>					
E911 Account							
<u>Payment Number</u>	<u>Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Pymt Grp.</u>	<u>Payment Date</u>	<u>Payment Amount</u>	
5060	CHK	At & T Mobllity	1857		08/08/2024	\$2,746.92	
5061	CHK	Jefferson County 911 Ecd	2089		08/08/2024	\$11,250.00	
Bank Total:						<u>\$13,996.92</u>	
Bank Payment Count:							2

<u>Bank Name</u>		<u>Bank Number</u>					
General Fund							
<u>Payment Number</u>	<u>Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Pymt Grp.</u>	<u>Payment Date</u>	<u>Payment Amount</u>	
53881	CHK	AlSCO - Birmingham	1438		08/08/2024	\$69.18	
53882	CHK	At & T Mobllity	1857		08/08/2024	\$1,184.39	
53883	CHK	Atkins & Goolsby	1996		08/08/2024	\$1,984.07	
53884	CHK	Avenu	1773		08/08/2024	\$1,614.45	
53885	CHK	Barnes & Barnes Law Firm, P.C.	3257		08/08/2024	\$2,000.00	
53886	CHK	Birmingham Water Works	16		08/08/2024	\$5,670.56	
53887	CHK	Center Point Wholesale Trans	477		08/08/2024	\$4,200.00	
53888	CHK	CIVICPLUS	3226		08/08/2024	\$1,202.25	
53889	CHK	Coleman, Patrick	414		08/08/2024	\$394.03	
53890	CHK	Dolphin Pest Control	62		08/08/2024	\$324.00	
53891	CHK	Express Oil Change Lic	66		08/08/2024	\$1,463.68	
53892	CHK	Genesis Tire	1291		08/08/2024	\$100.00	
53893	CHK	Lab Works	3378		08/08/2024	\$306.00	
53894	CHK	Massey,Stotser & Nichols, Pc	1906		08/08/2024	\$14,227.02	
53895	CHK	Municipal And Commercial Uniform And	134		08/08/2024	\$3,883.85	
53896	CHK	O'rear Hardware	1855		08/08/2024	\$2,796.59	
53897	CHK	One Source Heating & Cooling	1843		08/08/2024	\$699.00	
53898	CHK	Quallty Petroleum	1132		08/08/2024	\$10,880.02	
53899	CHK	Quill	76		08/08/2024	\$388.12	
53900	CHK	Republic Services #802	60		08/08/2024	\$4,334.09	
53901	CHK	Sansom Equipment Co., Inc.	59		08/08/2024	\$3,533.51	
53902	CHK	Tarrant Electric Department	111		08/08/2024	\$155.06	
53903	CHK	The C. BURRELL LAW GROUP, LLC	3183		08/08/2024	\$3,800.00	
53904	CHK	WALDREP STEWART & KENDRICK, LLP	3156		08/08/2024	\$9,813.35	
53905	CHK	White, Curtis	3145		08/08/2024	\$416.67	
53906	CHK	Wright Specialty Insurance	2104		08/08/2024	\$24,839.25	
Bank Total:						<u>\$100,279.14</u>	
Bank Payment Count:							26

TARRANT ELECTRIC DEPARTMENT

VOUCHER LIST

August 28, 2024

Batch ID: CHK08292024KH
 Batch Comment:

Audit Trail Code: PMCHK00001030
 Posting Date: 8/28/2024

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
043504	8/28/2024	00000000000013649	0904	ALABAMA LABOR LAW POSTER SERVI	\$99.50
043505	8/28/2024	00000000000013650	10201	AT&T Mobility	\$387.64
043506	8/28/2024	00000000000013651	1069	STEWART ENGINEERING	\$26,000.01
043507	8/28/2024	00000000000013652	1220	VANGUARD ALLIANCE	\$101.51
043508	8/28/2024	00000000000013653	154	ANSWERTEL	\$5,450.00
043509	8/28/2024	00000000000013654	1601	ATKINS & GOOLSBY, INC	\$1,195.50
043510	8/28/2024	00000000000013655	1945	TEK I.D. INC.	\$46.91
043511	8/28/2024	00000000000013656	281	CAPE ELECTRICAL SUPPLY LLC	\$1,150.00
043512	8/28/2024	00000000000013657	295	CENTRAL SERVICE ASSOCIATION	\$6,345.12
043513	8/28/2024	00000000000013658	3595	ALABAMA TRACTOR	\$178.64
043514	8/28/2024	00000000000013659	4035	CHRISTOPHER THOMPSON	\$595.00
043515	8/28/2024	00000000000013660	4050	TYLER PAYNE	\$297.50
043516	8/28/2024	00000000000013661	5272	ROGER VOSS	\$297.50
043517	8/28/2024	00000000000013662	5736	DARRYL TRUCKS	\$297.50
043518	8/28/2024	00000000000013663	7875	JASON HILL	\$140.00
043519	8/28/2024	00000000000013664	CSM004218	RISING TIDE HOMES	\$27.98
043520	8/28/2024	00000000000013665	CSM005571	PAMELA COTTONHAM	\$195.68
043521	8/28/2024	00000000000013666	CSM006800	RIZK TRANSPOTATION LLC	\$81.14
043522	8/28/2024	00000000000013667	CSM006938	MARIALANA WATKINS	\$199.71
043523	8/28/2024	00000000000013668	CSM006968	ROSS NAZARI	\$51.83
043524	8/28/2024	00000000000013669	CSM101395	TARRANT HOUSING AUTH	\$254.61
Total Checks:	21			Checks Total:	\$43,393.28

System: 8/20/2024 9:14:43 AM
User Date: 8/20/2024

City of Tarrant Electric Depar
COMPUTER CHECK REGISTER
Payables Management

Page: 1
User ID: khendricks

Batch ID: CHK08222024KH
Batch Comment:

Audit Trail Code: PMCHK00001029
Posting Date: 8/20/2024

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
43414	8/20/2024	00000000000013640	1220	VANGUARD ALLIANCE	\$2,239.14
43415	8/20/2024	00000000000013641	4035	CHRISTOPHER THOMPSON	\$595.00
43416	8/20/2024	00000000000013642	4050	TYLER PAYNE	\$297.50
43417	8/20/2024	00000000000013643	5272	ROGER VOSS	\$595.00
43418	8/20/2024	00000000000013644	7875	JASON HILL	\$280.00
43419	8/20/2024	00000000000013645	840	OFFICE DEPOT	\$410.95
43420	8/20/2024	00000000000013646	CSM004218	RISING TIDE HOMES	\$292.21
43421	8/20/2024	00000000000013647	CSM004476	KENNETH C RICHARDSON SR	\$115.59
43422	8/20/2024	00000000000013648	CSM006710	ISAAC PERRY	\$70.88
Total Checks:	9			Checks Total:	\$4,896.27