

TARRANT CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS
REGULAR MEETING
OCTOBER 7, 2024

AGENDA

REGULAR SESSION – 7:00PM

I. CALL TO ORDER

II. PRAYER

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. APPROVAL OF MINUTES

September 16, 2024- Regular Meeting *p*

VI. COMMUNICATIONS FROM THE MAYOR

VII. COMMITTEE REPORTS

VIII. OLD BUSINESS

- A. **Resolution No. 9191** – A Resolution Removing Chief Wendell Major from the Office of Chief of Police for the City of Tarrant. *Read Only*
- B. **Resolution No. 9192** – A Resolution Authorizing and Approving the City of Tarrant to Enter into a Purchase Agreement with Axon Enterprises, Inc. *t*
- C. **Resolution No. 9214** – A Resolution Authorizing and Directing the Public Works Department of the City of Tarrant to Perform Lawn Care and Maintenance to All City Owned Property and Those Properties Used by the City Under a Written Agreement. *p*

IX. NEW BUSINESS

- A. **Resolution No. 9217** – A Resolution Authorizing the Placement of Surveillance Security Cameras to be Placed at Certain Places Throughout District 1. *t*
- B. **Resolution No. 9218** – A Resolution Recognizing October as National Domestic Violence Awareness Month. *p*
- C. **Resolution No. 9219** – A Resolution Recognizing October 10, 2024, as Breast Cancer Awareness Month in the City of Tarrant. *p*
- D. **Resolution No. 9220** – A Resolution Recognizing October 7, 2024, as World Mental Health Day Within the City of Tarrant. *p*
- E. **Resolution No. 9221** – A Resolution Recognizing October 7, 2024, as Child Health Day Within the City of Tarrant. *p*
- F. **Resolution No. 9222** - A Resolution Authorizing the Mayor to Execute Service Request Form Between the City of Tarrant and the Birmingham-Jefferson County Transit Authority. *p*
- G. **Resolution No. 9223** – A Resolution Authorizing the Mayor to Expend Funds for 2024 Halloween Bash. *passed with amendment*
- H. **Resolution No. 9224** – A Resolution Authorizing the Mayor to Declare Certain Public Works Equipment 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*
- I. **Resolution No. 9225** – A Resolution Authorizing Mayor to Enter into Agreement with TTL for Inspection Services for the Lawson Road Dam Project in Compliance with Federal Emergency Management Agency Requirements. *p*

**TARRANT CITY COUNCIL MEETING
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REGULAR MEETING
OCTOBER 7, 2024**

X. VOUCHERS AND EXPENSES

Ending October 7, 2024, City of Tarrant City Hall *p*

Ending October 7, 2024, City of Tarrant Electric Department *p*

XI. PUBLIC COMMENTS

XII. ADJOURN

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CITY OF TARRANT
COUNCIL MEETING MINUTES
SEPTEMBER 16, 2024
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday September 16, 2024, at 7:00 PM at City Hall.

Mayor Wayman A. Newton called the meeting to order at 7:00 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 Attorney Michael Brymer 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 Deborah "Debbie" Matthews
Mayor Wayman A. Newton

Absent:

Councilor Catherine "Cathy" Anderson
Councilor Veronica Bandy Freeman

A quorum was determined to be present at the meeting.

The minutes from the September 4, 2024 regularly scheduled council meeting were presented for review and approval. Councilor Threadford moved to approve the minutes of the September 4, 2024 meeting. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Tracie B. Threadford
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 September, 2024 council meeting were approved.

The Mayor reminded all those in attendance of the annual 'Trunk or Treat.' The 2024 'Trunk or Treat' will be scheduled for Thursday October 31st from 5:30 pm to 6:30 pm. Like previous years, the Mayor invited all businesses entities and individuals to participate by providing candy from their open trunks at the City of Tarrant Ford Avenue. The Mayor also announced an upcoming event in partnership with Amazon titled 'Helping Hands Giveaway.' The 'Helping Hands Giveaway' will be on Saturday September 28, 2024 from 11am to 2pm on Ford Avenue. The free giveaway items will include household items, Christmas decors, pet items, prom dresses and much more!

Councilor Veronica Bandy Freeman entered the meeting chambers during the communications from the Mayors office.

Councilor Threadford provided a thank you and an update on previous Saturday's newly established 'Tarrant Food Hub' by informing all those in attendance that there were over 200 families served and 50 homeless neighbors were provided with hot spaghetti. The 'Tarrant Food Hub' themed 'Spread the Love' was on September 14, 2024 from 9am to 11am at Tarrant Rec Center, and it will be an ongoing event that will occur every second Saturday of every month.

Councilor Freeman informed all those in attendance that the celebration for the installation of the traffic light that was to be held on the previous Saturday was cancelled due to weather, and that the event is forwarded on to September 21, 2024 from 11:00 am to 4:00 pm. at Brummitt Heights. A food truck supplied by Renee's Kitchen will be present.

There were no committee reports.

The Mayor and Council moved on to Old Business.

Councilor Threadford introduced and read 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 of the City Manager. Councilor Bryant seconded the motion. Mayor Newton spoke on unreadiness by summarizing and reminding all those who were present on the last court outcome regarding the hiring of a city manger, and that it was currently being appealed to the Alabama Supreme Court. Councilor Threadford responded by having an opposite interpretation of the original court outcome and referred to the City Attorney Michael Brymer for the interpretation. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9187 was agreed to, and the Resolution was approved.

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. Mayor Newton moved to approve the Resolution No. 9191. There was no seconder. Motion to adopt did not receive a second.

Next, the Council moved on to New Business.

Mayor Newton stated that the next item on the agenda would be a public hearing for the addresses stated in the following Resolution within the City of Tarrant city limits:

Resolution No. 9209- A Resolution Concerning the Conditions at 1265 Etowah Street and Directing Action with Respect to the Condition of the Property.

Resolution No. 9210 - A Resolution Concerning the Conditions at 1257 Etowah Street and Directing Action with Respect to the Condition of the Property.

Resolution No. 9211 -A Resolution Concerning the Conditions at 2208 Toles Street and Directing Action with Respect to the Condition of the Property.

Resolution No. 9212 - A Resolution Concerning the Conditions at 2052 East Lake Blvd and Directing Action with Respect to the Conditions of the Property.

After reading each property address, Mayor Newton asked if there was anyone present to speak on behalf of each property. No one present spoke on each of the said properties. Upon closing the public hearing for each property, Councilor Bryant moved to approve Resolution No. 9209, Resolution No. 9210, and Resolution No. 9212. 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 Veronica Bandy Freeman
Councilor Deborah "Debbie" Matthews

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9209, Resolution No. 9210 and Resolution No. 9212 was agreed to, and the Resolutions were approved.

Next, Mayor Newton requested a motion to remove Resolution No. 9211 from the agenda. Councilor Bryant moved to approve the removal of Resolution No. 9211 from the agenda based on the issue being resolved. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to remove Resolution No. 9211 was agreed to, and the Resolution was removed.

Councilor Threadford introduced and read Resolution No. 9213, A Resolution Regarding Notice of Claim Dated March 11, 2024. Councilor Threadford moved to approve Resolution No. 9213. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9213 was agreed to, and the Resolution was approved.

Councilor Threadford introduced and read Resolution No. 9214, A Resolution Authorizing and Directing the Public Works Department of the City of Tarrant to Perform Lawn Care and Maintenance to All City Owned Property and Those Properties Used by the City Under a Written Agreement. Councilor Threadford moved to approve Resolution No. 9214. Councilor Bryant seconded the motion. Mayor Newton requested on record that the hiring freeze on all non-public safety positions pertaining to Resolution No. 9196 and Council refusal of needed equipment resulted in a re-allocation of labor in the public works department, and that prior to the current administration the Parks and Recreation Department of Tarrant did not use the public works laborers. And, that the hiring freeze over non-public safety positions in Tarrant resulted in the lack of manpower and removal of laborers in the Tarrant Parks and Recreation Department. The Mayor listed City of Tarrant Parks that the City of Tarrant Public Works Department can continue to maintain. Councilor Bryant refrained from seconding the earlier said motion and requested the Resolution be tabled until the next meeting allowing the Mayor and the Parks and Rec. Director to draft up a proposal in resolving the man power issue. The Mayor affirmed that the facilities cannot be maintained until the hiring freeze is removed and the equipment is purchased. Councilor Threadford intervened and questioned the number of laborers in the Public Works Department, and also affirmed that hiring more public works laborers is unnecessary with just 5 districts and 6 laborers for each district leaving 3 for Parks and Recreation. Councilor Threadford also reminded the Mayor that a cost analysis is needed for purchasing more equipment for the Public Works Department. Councilor Bryant recommended a meeting. Mayor Newton agreed to meet with the Public Works committee which includes Council Matthews and Councilor Anderson. The Parks and Recreation Director will also be invited to the meeting. Councilor Freeman requested an updated copy on the list of committees and their members. Mayor Newton agreed to provide an updated copy. Councilor Bryant motioned to table Resolution No. 9214 until next meeting to provide time for the Mayor, the Recreation Director and the two Councilors to resolve the issue. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution No. 9214 was agreed to, and the Resolution was tabled.

Councilor Bryant introduced and read Resolution No. 9215, A Resolution Authorizing the Placement of Street Lights at Locations on Evergreen Street within the City of Tarrant. After discussion on stray dogs and lights needed to assist in managing the issue, Councilor Bryant moved to approve Resolution No. 9215. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9215 was agreed to, and the Resolution was approved.

Councilor Threadford introduced and read Resolution No. 9216, A Resolution Authorizing the Chief of Police to Resolve or Otherwise Pursue All Pending Personnel Actions Involving Police Officers with the Personnel Board of Jefferson County. There was suggestion to remove the term 'Officers' and replace with 'Personnel.' Councilor Threadford moved to approve the correction of amending and removing 'Officers' to be replaced with 'Personnel.' Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to amend Resolution No. 9216 was agreed to, and the Resolution was amended.

Councilor Bryant re-introduced and re-read Resolution No. 9216, A Resolution Authorizing the Chief of Police to Resolve or Otherwise Pursue All Pending Personnel Actions Involving Police *Personnel* with the Personnel Board of Jefferson County. Councilor Bryant moved to approve Resolution No. 9216. Councilor Threadford seconded the motion. Mayor Newton requested to go on record by providing the history of the Council approved investigation on Chief Major in the spring of 2024, and that the said Resolution is the stem of the Resolution resulting in the firing of two Officers. Further, that the Officers are currently in the process of filing equal employment opportunity (EEO) complaints and appeals. Councilor Threadford responded by acknowledging a letter from the Jefferson County Personnel affirming the Chief of Police to have full control of the City of Tarrant Police Department and Police Officers. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to approve Resolution No. 9216 was agreed to, and the Resolution was approved.

The Council reviewed the vouchers and expenses for the City of Tarrant Electric Department ending September 16, 2024. Councilor Bryant moved to approve the vouchers and expenses for the City of Tarrant Electric week ending September 16, 2024. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant

Councilor Tracie B. Threadford

Councilor Veronica Bandy Freeman

Councilor Deborah "Debbie" Matthews

The yeas being four (4) 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 week ending September 16, 2024 was agreed to, and the vouchers and expenses were approved.

Next, the City Council reviewed the vouchers and expenses for the City of Tarrant for September 16, 2024. Councilor Bryant moved to approve the vouchers and expenses for the City of Tarrant week ending September 16, 2024. Councilor Matthews seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant

Councilor Tracie B. Threadford

Councilor Deborah "Debbie" Matthews

Nays:

Councilor Veronica Bandy Freeman

Not voting:

Mayor Wayman A. Newton

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

Next, the Council moved to Public Comments.

Before Public Comments Mayor Newton asked Pastor Everson to approach the podium to provide his most recent announcement. Pastor Daniel Everson of New Faith Ministries introduced himself and his wife to voice the announcement. Ms. Everson announced a dedication service of church building and ministry at 109 3rd Avenue to be held on Sunday September 22, 2024 at 5:00 pm. Everyone is invited to attend.

First, Chuck Winborn. Chuck Winborn re-introduced and read an article published by AI.com updated May 31, 2023 by Carol Robinson. Mr. Winborn continued to provide past incidents negative performances and verbal remarks made by the Mayor towards Council and City of Tarrant citizens. Mr. Winborn provided a copy to the City Clerk for filing purposes. The Mayor responded by stating he did not like being called a 'n...' and a 'b..' The Mayor also read facebook posts made by Chuck Winborn from 2013 and 2015 that was perceived as a racist post. The Mayor and Mr.

Winborn debated on the validity of the racist post. There was debate, accusations, denials and back and forth between Councilors and the Mayor on what was said in past meetings.

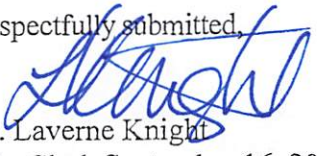
Second, Jim Lowry was not in attendance.

Third, Charlie Williams summarized public works issues with his yard. Mr. Newton assured Mr. Williams that he would speak with Mr. Browder of the Public Works Department in attempts to resolve the issue, most particularly, the unawareness of a second ditch. Councilor Freeman made verbal note to Mr. Williams that she would provide him information regarding the next cookout event.

Fourth, Charlie _____ spoke of higher callings and standards for leaders and colleagues. Mr. _____ acknowledged the continuous need for improved public leaders with higher callings in the City of Tarrant.

There being no further comments from the public, the Mayor entertained a motion to adjourn. Councilor Threadford made a motion to adjourn. Councilor Bryant seconded the motion. A verbal vote was taken. Meeting ended at 8:08 pm.

Respectfully submitted,



Dr. Laverne Knight
City Clerk September 16, 2024
City of Tarrant Council Meeting, Alabama

READ AND APPROVED this the 16th day of September, 2024.

The City of Tarrant, Alabama

APPROVED: _____
WAYMAN NEWTON, MAYOR



ATTEST:


Dr. Laverne Knight

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 Monday, October 7, 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 7th day of October, 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 7th day of October, 2024 while in regular session on Monday, October 7, 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 7th day of October, 2024.

Laverne Knight, City Clerk

**CITY COUNCIL OF CITY OF TARRANT,
ALABAMA RESOLUTION NO. 9192**

**A RESOLUTION AUTHORIZING AND APPROVING THE CITY OF
TARRANT TO ENTER INTO A PURCHASE AGREEMENT WITH
AXON ENTERPRISES, INC.**

WHEREAS, the City of Tarrant is responsible for the condition and maintenance of the City of Tarrant Police Department equipment; and

WHEREAS, the condition and maintenance of Tarrant Police Department (TPD) equipment includes tasers, body cameras, signals and other necessary tools used for the TPD safety practices within the City of Tarrant; and

WHEREAS, the Tarrant Police Department uses tasers, body cameras, signals and other necessary tools to prevent dangerous work environments within the City of Tarrant.

WHEREAS, the City of Tarrant will enter into a purchase requisition agreement with Axon Enterprise, Inc. for the purpose of updating tasers, body cameras, signals and other necessary tools; and

WHEREAS, that the agreement is based on the Terms and Conditions as stipulated and outlined in Exhibit "A" (attached).

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

Section 1. That the City of Tarrant Police Chief is hereby authorized to sign the Purchase Requisition submitted by Axon Enterprise; and

Section 2. That the said Purchase Requisition first payment will be due October 2024 in the amount of \$24, 905.89, second payment due October 2025 in the amount of \$ 56,465.38, third payment due October 2026 in the amount of \$56,465.38, fourth payment due October 2027 in the amount of \$56,465.37 and fifth final payment due October 2028 in the amount of \$56,465.37 as identified and outlined in Exhibit "A" (attached).

Section 3. That the costs of this Purchase Requisition shall be paid from the City of Tarrant's Operating budget General Fund.

Section 4. That a copy of said Purchase Requisition is attached hereto as Exhibit "A" and made a part hereof.

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

ADOPTED this the 7th day of October, 2024.

The City of Tarrant, Alabama

APPROVED: _____
WAYMAN NEWTON, MAYOR

ATTEST: _____
Dr. Laverne Knight, City Clerk

PURCHASE REQUISITION

VENDOR NO.

No. _____

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255

DATE: 16 July 2024

PLEASE NOTE

SHADED AREAS FOR USE BY
PURCHASING DEPT

Lt. James K. Hill II

SHIP TO: CITY OF TARRANT

C/O Police Department, 2593 Commerce Circle

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

TRAFFIC YES NO

TAX: 1 1/2% 4% 0 NOT TAXABLE 0 ~~OR BELOW~~
Local Number P.O. Number PO Date Status Terms

EPT SHIPPED FROM _____ F.O.B. _____ N.I.P. _____ DATE PROMISED _____

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

ITEM	ORDER Quantity	DESCRIPTION	PRICE	DISC%	AMOUNT
11	0 25	Bundle - Acquisition Net Price: \$53.08 Term: 60 months	\$3184.80		\$79,620.00
12	0 25	Bundle - Taser 10 Certification Net Price: \$81.24 Term: 60 months	\$4874.40		\$121,860.00
13	0 27	Axon Signal - Cable Assembly - Signal Unit	\$25.00		\$675.00
14	0 27	Axon Signal - Signal Unit	\$279.00		\$7,533.00
15	0 25	Axon Respond Plus - License	\$1288.80		\$32,220.00
16	0 1	Pro License Bundle	\$2599.80		\$2,599.80
17	0 1	Axon Body - PSO - Virtual Starter	\$2,000.00		\$2,000.00
18	0 1	Axon Taser 10 - 2 Day Instructor Course - Inmate Sales	\$2500.00		\$2,500.00
19	0 27	Axon Signal - Ext. Warranty - Signal Unit	\$65.17		\$1,759.59
** Payment Summary **					
		October 2024	\$24,905.89		
		October 2025	\$56,465.38		
		October 2026	\$56,465.38		
		October 2027	\$56,465.37		
		October 2028	\$56,465.37		
		Total			\$250,767.39

Approved 7.17.24

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

APPROVED - MAYOR _____

Requested by: _____



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-565166-45498.866SB

Issued: 07/25/2024

Quote Expiration: 06/30/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 317668

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
TARRANT CITY POLICE DEPT. - AL 2593 Commerce Cir Birmingham, AL 35217-2352 USA	TARRANT CITY POLICE DEPT. - AL 2593 Commerce Cir Birmingham AL 35217-2352 USA Email:	Spencer Bassett Phone: Email: sbassett@axon.com Fax:	Wayne Curry Phone: (205) 849-2800 Email: wcurry@tarrantpd.com Fax: (205) 849-2807

Quote Summary

Program Length	60 Months
TOTAL COST	\$250,767.39
ESTIMATED TOTAL W/ TAX	\$250,767.39

Discount Summary

Average Savings Per Year	\$16,863.84
TOTAL SAVINGS	\$84,319.20

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$24,905.89	\$0.00	\$24,905.89
Oct 2025	\$56,465.38	\$0.00	\$56,465.38
Oct 2026	\$56,465.38	\$0.00	\$56,465.38
Oct 2027	\$56,465.37	\$0.00	\$56,465.37
Oct 2028	\$56,465.37	\$0.00	\$56,465.37
Total	\$250,767.39	\$0.00	\$250,767.39

Tabled 10.7.24

Quote Unbundled Price: \$335,086.59
 Quote List Price: \$250,771.59
 Quote Subtotal: \$250,767.39

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
M00003	BUNDLE - ACQUISITION	25	60	\$93.75	\$53.08	\$53.08	\$79,620.00	\$0.00	\$79,620.00
C00010	BUNDLE - TASER 10 CERTIFICATION	25	60	\$96.78	\$81.24	\$81.24	\$121,860.00	\$0.00	\$121,860.00
A la Carte Hardware									
70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	27			\$25.00	\$25.00	\$675.00	\$0.00	\$675.00
70112	AXON SIGNAL - SIGNAL UNIT	27			\$279.00	\$279.00	\$7,533.00	\$0.00	\$7,533.00
A la Carte Software									
73680	AXON RESPOND PLUS - LICENSE	25	60		\$21.48	\$21.48	\$32,220.00	\$0.00	\$32,220.00
ProLicense	Pro License Bundle	1	60		\$43.40	\$43.33	\$2,599.80	\$0.00	\$2,599.80
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
A la Carte Warranties									
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	27	49		\$1.33	\$1.33	\$1,759.59	\$0.00	\$1,759.59
Total							\$250,767.39	\$0.00	\$250,767.39

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - ACQUISITION	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	25	1	10/01/2024
BUNDLE - ACQUISITION	100206	AXON BODY 4 - 8 BAY DOCK	4	1	10/01/2024
BUNDLE - ACQUISITION	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	28	1	10/01/2024
BUNDLE - ACQUISITION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	10/01/2024
BUNDLE - ACQUISITION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	10/01/2024
BUNDLE - ACQUISITION	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	28	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	2	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	25	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	25	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	70	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	500	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	70	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/01/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	250	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	25	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	25	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK SIX BAY PLUS CORE	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2024
A la Carte	70112	AXON SIGNAL - SIGNAL UNIT	27	1	10/01/2024
A la Carte	70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	27	1	10/01/2024
BUNDLE - ACQUISITION	73309	AXON BODY - TAP REFRESH 1 - CAMERA	25	1	04/01/2027
BUNDLE - ACQUISITION	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	04/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - ACQUISITION	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON SERVICE)	25	11/01/2024	10/31/2029
BUNDLE - ACQUISITION	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	25	11/01/2024	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	25	11/01/2024	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2024	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	25	11/01/2024	10/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	25	11/01/2024	10/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	11/01/2024	10/31/2029
A la Carte	73680	AXON RESPOND PLUS - LICENSE	25	11/01/2024	10/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - ACQUISITION	80464	AXON BODY - TAP WARRANTY - CAMERA	25	10/01/2025	10/31/2029
BUNDLE - ACQUISITION	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	25	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	25	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	10/01/2025	10/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2025	10/31/2029
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	27	10/01/2025	10/31/2029

Tabled 10.7.24

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2593 Commerce Cir	Birmingham	AL	35217-2352	USA
2	2593 Commerce Cir	Birmingham	AL	35217-2352	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$2,500.00	\$0.00	\$2,500.00
Year 1	70112	AXON SIGNAL - SIGNAL UNIT	27	\$624.19	\$0.00	\$624.19
Year 1	70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	27	\$55.93	\$0.00	\$55.93
Year 1	73680	AXON RESPOND PLUS - LICENSE	25	\$2,669.77	\$0.00	\$2,669.77
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$2,000.00	\$0.00	\$2,000.00
Year 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	27	\$145.80	\$0.00	\$145.80
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$10,097.41	\$0.00	\$10,097.41
Year 1	M00003	BUNDLE - ACQUISITION	25	\$6,597.37	\$0.00	\$6,597.37
Year 1	ProLicense	Pro License Bundle	1	\$215.42	\$0.00	\$215.42
Total				\$24,905.89	\$0.00	\$24,905.89

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	70112	AXON SIGNAL - SIGNAL UNIT	27	\$1,727.20	\$0.00	\$1,727.20
Year 2	70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	27	\$154.77	\$0.00	\$154.77
Year 2	73680	AXON RESPOND PLUS - LICENSE	25	\$7,387.56	\$0.00	\$7,387.56
Year 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	27	\$403.45	\$0.00	\$403.45
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$27,940.64	\$0.00	\$27,940.64
Year 2	M00003	BUNDLE - ACQUISITION	25	\$18,255.67	\$0.00	\$18,255.67
Year 2	ProLicense	Pro License Bundle	1	\$596.09	\$0.00	\$596.09
Total				\$56,465.38	\$0.00	\$56,465.38

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	70112	AXON SIGNAL - SIGNAL UNIT	27	\$1,727.20	\$0.00	\$1,727.20
Year 3	70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	27	\$154.77	\$0.00	\$154.77
Year 3	73680	AXON RESPOND PLUS - LICENSE	25	\$7,387.56	\$0.00	\$7,387.56
Year 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	27	\$403.45	\$0.00	\$403.45
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$27,940.64	\$0.00	\$27,940.64
Year 3	M00003	BUNDLE - ACQUISITION	25	\$18,255.67	\$0.00	\$18,255.67
Year 3	ProLicense	Pro License Bundle	1	\$596.09	\$0.00	\$596.09
Total				\$56,465.38	\$0.00	\$56,465.38

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	70112	AXON SIGNAL - SIGNAL UNIT	27	\$1,727.20	\$0.00	\$1,727.20

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	27	\$154.77	\$0.00	\$154.77
Year 4	73680	AXON RESPOND PLUS - LICENSE	25	\$7,387.56	\$0.00	\$7,387.56
Year 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	27	\$403.45	\$0.00	\$403.45
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$27,940.63	\$0.00	\$27,940.63
Year 4	M00003	BUNDLE - ACQUISITION	25	\$18,255.67	\$0.00	\$18,255.67
Year 4	ProLicense	Pro License Bundle	1	\$596.09	\$0.00	\$596.09
Total				\$56,465.37	\$0.00	\$56,465.37

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	70112	AXON SIGNAL - SIGNAL UNIT	27	\$1,727.20	\$0.00	\$1,727.20
Year 5	70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	27	\$154.77	\$0.00	\$154.77
Year 5	73680	AXON RESPOND PLUS - LICENSE	25	\$7,387.56	\$0.00	\$7,387.56
Year 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	27	\$403.45	\$0.00	\$403.45
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$27,940.63	\$0.00	\$27,940.63
Year 5	M00003	BUNDLE - ACQUISITION	25	\$18,255.67	\$0.00	\$18,255.67
Year 5	ProLicense	Pro License Bundle	1	\$596.09	\$0.00	\$596.09
Total				\$56,465.37	\$0.00	\$56,465.37

Tabled 10.7.24

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions) is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.


Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

7/25/2024

Date Signed

 Tabled 10.7.24

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 7th day of October 2024, while in regular session on Monday, October 7th, 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 7th day of October, 2024.

[SEAL]

Dr. Laverne Knight, City Clerk

Tabled 10.7.24

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9214

A RESOLUTION AUTHORIZING AND DIRECTING THE PUBLIC WORKS DEPARTMENT OF THE CITY OF TARRANT TO PERFORM LAWN CARE AND MAINTENANCE TO ALL CITY OWNED PROPERTY AND THOSE PROPERTIES USED BY THE CITY UNDER A WRITTEN AGREEMENT.

WHEREAS, throughout the City of Tarrant, Alabama (“City”) there are public parks, recreation centers, city complexes, city properties, and other areas used by the City all for public purposes which are in need of routine lawn care and relevant maintenance in order to keep those areas in good repair and for use by the citizens and guests within Tarrant; and

WHEREAS, in addition to the public parks, the City has recently entered into various license agreements with the Tarrant City Schools Board of Education (“TCSBOE”) property for use of TCSBOE property by the City and use of City property by the TCSBOE, namely the football field at the old Tarrant High School and the City baseball and softball complex; and

WHEREAS, in addition to § 11-47-19 and § 11 -47-130 of the Code of Alabama (1975), the City Council finds it in the best interest of the health, safety, and welfare of its citizens and guests or visitors who may use these various city facilities; and

WHEREAS, to avoid any confusion regarding the maintenance of any city owned or properties used by the City pursuant to a written agreement, the City Council authorizes and directs the public works department to ensure these areas are properly maintained.

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, October 7, 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 hereby directs the public works department, by and through its director, to ensure all public parks, City parks, City facilities City complexes, properties used by the City pursuant to written agreement, and / or any other City owned property that is commonly and routinely maintained by the City’s public works department are maintained through routine lawn care, grass cutting, and all necessary maintenance performed as necessary to maintain these areas in a healthy and safe manner.

Section 3. Further, the City Council authorizes the Mayor and the director of public works to take all reasonable and necessary steps as required under the terms of the this Resolution to comply with same.

Section 4. This Resolution shall not be strictly construed. Rather, it shall be broadly construed so as to achieve the stated purpose herein.

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

Adopted this the 7th day of October, 2024.



Approved: _____
Wayman Newton, Mayor

Attest: _____
Laverne Knight, PhD, 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 7th day of October, 2024, while in regular session on Monday, October 7, 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 7th day of October, 2024.





Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9217

A RESOLUTION AUTHORIZING THE PLACEMENT OF SURVEILLANCE SECURITY CAMERAS TO BE PLACED AT CERTAIN PLACES THROUGHOUT DISTRICT 1.

WHEREAS, the City of Tarrant, Alabama (“City”) finds that District 1 of the City, specifically the portion known as Brummitt Heights, has suffered a rise in reported shootings and gun related incidents/crimes; and

WHEREAS, a need has arisen for surveillance cameras to be installed in an attempt to provide the City with additional resources and investigative technology/information on these gun related crimes; and

WHEREAS, the City Council of the City finds it in the best interest of the health, safety, and welfare of its citizens to provide additional surveillance equipment in an attempt to assist with the investigation of such incidents/crimes and curtail their frequency; and

WHEREAS, the City’s information technology provider, We R Smart, LLC, or its subcontractor, is directed to install the surveillance cameras in accordance with all state law, local ordinance, Tarrant Electric Department requirements, and all other requirements at or near the locations identified in Exhibit “A.”

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

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

Section 2. The City Council finds that the aforementioned conditions may be positively affected by the installation of surveillance cameras in areas of District 1 which are identified in Exhibit “A.”

Section 3. The City Council authorizes and directs the City’s information technology contractor, We R Smart, LLC, or its subcontractor, to place the cameras at or near the locations in District 1 identified in Exhibit A. All cameras shall be installed in compliance with all state laws, local ordinance, Tarrant Electric Department requirements, and other regulations as those exist.

Section 4. The cost of the installation of the cameras shall be paid from the City's general fund.

Section 5. This Resolution shall become effectively immediate upon its adoption, passage, and publication as required by law.

Done this the 7th day of October, 2024.

Wayman Newton
Mayor

Attest:

Laverne Knight, Ph.D.
City Clerk

Tabled 10.7.24

Exhibit A

Locations for Camera Placement in District 1

- Roseland Valley Road
- Valley View / Fairview Drive
- Treadwell Road / Weatherly Avenue
- Grove Street / Evergreen Street
- Lane Avenue / Ward Street
- Highland Avenue / Tarrant Hwy
- Old Pinson Hwy / Tarrant HTS
- White Road / Treadwell Road
- Eddings Place / Evergreen Street
- Alberta Street / Jefferson Street
- Larkin Street / Treadwell Road
- Tarrant-Huffman Road / Treadwell Road
- Tarrant Gardens
- Etowah Street / Danbury Circle
- Etowah Street / Tarrant-Huffman Road
- Victory Street / Tarrant-Huffman Road
- Elm Street
- Hall Street / Pinson Valley Parkway
- Finley Avenue / Thomason Avenue
- Tole Street / Summit by New Jerusalem Church

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 7th day of October, 2024, while in regular session on Monday, October 7, 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 October, 2024.

Laverne Knight, Ph.D.
City Clerk

Tabled 10.7.24

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9218

A RESOLUTION RECOGNIZING OCTOBER AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH.

WHEREAS, October is annually recognized as National Domestic Violence Awareness Month; and

WHEREAS, domestic violence impacts women, men, and children of every age, background, and belief; and

WHEREAS, nearly 1 in 4 women and 1 in 7 men in the U.S. have suffered severe physical violence by an intimate partner; and

WHEREAS, victims are deprived of their autonomy, liberty, and security while facing tremendous threats to their health and safety; and

WHEREAS, during National Domestic Violence Awareness Month, the City Council of the City of Tarrant, Alabama, (“City Council”) reaffirms its dedication to forging a city where causes of domestic violence are identified and, to the greatest extent possible extinguished and removed, and the City Council upholds the belief that every human has the right to be free from abuse and violence; and

WHEREAS, while physical marks may often be the most obvious signs of the harm caused by domestic violence, the extent of the pain goes much deeper and is life-long; and

WHEREAS, victims not only face abuse, but often find themselves left with significant financial insecurity; and

WHEREAS, children who witness domestic violence often experience lifelong trauma; and

WHEREAS, children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, behavioral problems in adolescence, and serious adult health problems; and

WHEREAS, safeguarding and opening doors of opportunity for every citizen of the City of Tarrant, Alabama, (“City”) will remain a driving focus for the entire U.S. and the City, since domestic violence and associated crimes inhibit the City from reaching its fullest potential; and

WHEREAS, the City Council encourages all people in need of assistance to call the National Domestic Violence Hotline at 1-800-799-SAFE, visit www.TheHotline.org, or otherwise

seek assistance and help from friends, law enforcement, and / or counseling in order to get the needed help; and

WHEREAS, the City recognizes the vital role that all citizens can play in preventing domestic violence through recognizing the signs of, providing encouragement and support to victims of domestic violence, and involving law enforcement when necessary.

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

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 of Tarrant, Alabama, (“City Council”) recognizes October 2024, and each following October, as National Domestic Violence Awareness Month.

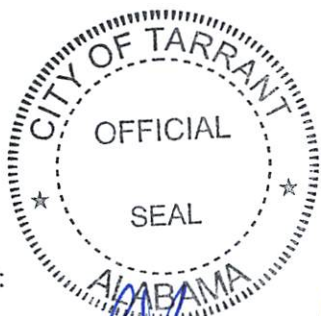
Section 3. The City Council calls on all citizens to speak out against domestic violence and support local efforts to assist victims of these crimes in finding the help and healing all victims need.

Section 4. This Resolution shall become effectively immediate upon its adoption, passage, and publication as required by law.

Done this the 7th day of October, 2024.

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 7th day of October, 2024, while in regular session on Monday, October 7, 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 7th day of October, 2024.





Laverne Knight, Ph.D.
City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9219

**A RESOLUTION RECOGNIZING OCTOBER 10, 2024, AS BREAST CANCER
AWARENESS MONTH IN THE CITY OF TARRANT.**

WHEREAS, breast cancer is a life-threatening disease characterized by the formation of malignant cells in the breast tissue affecting both men and women with numerous types that vary in severity and progression; and

WHEREAS, approximately 1 in 8 women, or 13% of the female population in the U.S. will develop breast cancer during their lifetime; an estimate for 2024 states that 310,720 women and 2,800 men will be diagnosed with breast cancer showing how wide spread this type of cancer and the number of lives and families it will touch; and

WHEREAS, advances in early detection, treatment, and heightened aware have significantly improved breast cancer survival rates in recent years; in particular, when detected early, particularly at localized stages, the 5-year relative survival rate is an encouraging 99%; and

WHEREAS, regular screenings, including monthly self-exams, clinical exams, and mammograms remain the most effective defense against a late-stage diagnosis; and

WHEREAS, in addition to the emotional and physical toll on patients, families, friends, and caregivers, the economic impact of breast cancer is significant with costs associated, not only with treatment, but also with lost productivity and the corresponding emotional toll on the community at large; and

WHEREAS, breast cancer research continues to advance, offering hope for new and effective treatments which is essential for understanding the disease, improving existing therapies, and ultimately finding a cure; and

WHEREAS, survivors of breast cancer, along with their families, caregivers, and friends, exemplify resilience and strength, inspiring others and fostering a sense of hope within the community by reminding the community of the importance of continued support, research, and awareness in the fight against breast cancer; and

WHEREAS, community support and public awareness campaigns during Breast Cancer Awareness Month (October 2024) play a crucial role in educating the public, encouraging early detection, and providing resources for those affected by breast cancer.

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

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

Section 2. The City Council of the City of Tarrant, Alabama, ("City Council) hereby recognizes the month of October 2024 as "Breast Cancer Awareness Month" and encourages the public to join the fight against breast cancer by supporting research, participating in awareness campaigns, and fostering a community of hope and resilience.


Section 3. This Resolution shall become effectively immediate upon its adoption, passage, and publication as required by law.

Done this the 7th day of October, 2024.



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 7th day of October, 2024, while in regular session on Monday, October 7, 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 7 day of October, 2024.





Laverne Knight, Ph.D.
City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9220

A RESOLUTION RECOGNIZING OCTOBER 7, 2024, AS WORLD MENTAL HEALTH DAY WITHIN THE CITY OF TARRANT.

WHEREAS, ; and

WHEREAS, the workplace plays a significant role in shaping individuals' mental health and prioritizing mental health in the workplace leads to improved employee well-being, productivity, and overall organizational success; and

WHEREAS, according to the World Health Organization ("WHO"), the global economy suffers an annual loss of approximately \$1 trillion in productivity due to anxiety and depression alone; and

WHEREAS, it is vital to promote awareness and education of employers and employees about the importance of mental well-being in order to develop and implement workplace mental health policies that prioritize the mental well-being of employees; and

WHEREAS, World Mental Health Day serves as an opportunity to raise awareness, promote understanding, and advocate for policies and initiatives that support mental health and well-being for all; and

WHEREAS, the World Federation for Mental Health has designated the theme for World Mental Health Day 2024, which is October 10, 2024, "It is Time to Prioritize Mental Health in the Workplace," highlighting the importance of creating mentally healthy work environments and addressing mental health challenges in the workplace.

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

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

Section 2. The City Council of the City of Tarrant, Alabama, ("City Council) hereby proclaims and recognizes the October 10, 2024, as World Mental Health Day within the City of Tarrant, Alabama, the theme of It is Time to Prioritize Mental Health in the Workplace,"

highlighting the importance of creating mentally healthy work environments and addressing mental health challenges in the workplace

Section 3. The City Council urges all governmental and non-governmental mental health organizations and agencies to work in concert with elected officials, appointed officials at all levels of government and private bodies to promote awareness and education of employers and employees about the importance of mental well-being, to develop and implement workplace mental health policies that prioritize the mental well-being of employees, to create supportive work environments, to develop and promote employee assistance programs, to address workplace stressors, to promote peer support networks, and to support and encourage work life balance.

Section 4. The City Council further urge all citizens to join city, state, and national governmental organizations that are working to make mental health a priority in communities throughout the nation and here within the City.

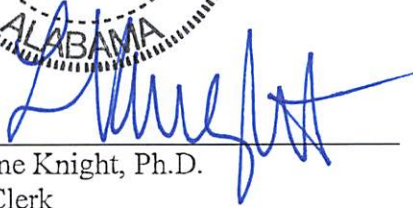
Section 5. This Resolution shall become effectively immediate upon its adoption, passage, and publication as required by law.

Done this the 7th day of October, 2024.



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 7th day of October, 2024, while in regular session on Monday, October 7, 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 7th day of October, 2024.



L. Knight
Laverne Knight, Ph.D.
City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9221

**A RESOLUTION RECOGNIZING OCTOBER 7, 2024, AS CHILD HEALTH DAY
WITHIN THE CITY OF TARRANT.**

WHEREAS, under a joint resolution of Congress, the President of the United States has proclaimed National Child Health Day every year since 1928; and

WHEREAS, the City Council of the City of Tarrant, Alabama, (“City Council”) acknowledges that all children deserve equal opportunities to realize their potential and reach their dreams; and

WHEREAS, the City Council acknowledges that securing this promise for daughters and sons begin with ensuring their health and well-being; and

WHEREAS, the City Council realizes that expanding access to nutritious foods and opportunities for physical activity is an urgent health issue; and

WHEREAS, the City of Tarrant, Alabama, (“City”) has an obligation to invest in the health of future generations by emphasizing child health to its citizens and, most importantly, its children residents in order to preserve its future; and

WHEREAS, the development and protection of the health of the children of today are fundamental necessities to the future progress and welfare of the City.

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

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

Section 2. The City Council of the City of Tarrant, Alabama, (“City Council”) hereby proclaims and recognizes this first Monday in October 2024 (October 7, 2024), as Child Health Day.

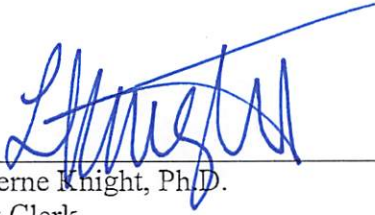
Section 3. The City calls upon families, educations, child health professionals, faith-based community organizations, and all levels of government to help ensure Tarrant’s children – its future – are healthy.

Section 4. This Resolution shall become effectively immediate upon its adoption, passage, and publication as required by law.

Done this the 7th day of October, 2024.

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 7th day of October, 2024, while in regular session on Monday, October 7, 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 7th day of October, 2024.



Laverne Knight, Ph.D.
City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9222

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

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

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

Section 2. That said agreement shall be for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.

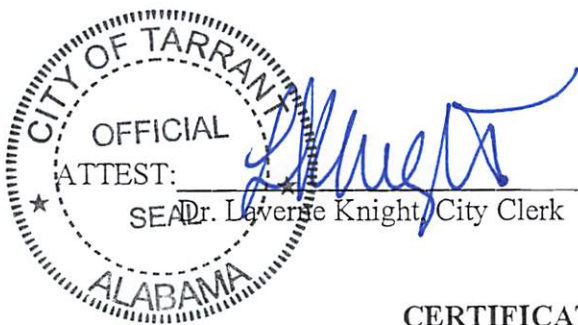
Section 3. That the costs of this agreement shall not exceed those expressly stated in the FY2025 Transit Service Agreement.

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

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

ADOPTED this the 7th day of October, 2024.

APPROVED: _____
Wayman Newton, Mayor



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 7th day of October, 2024, while in regular session on Monday, October 7, 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 October, 2024.



Laverne Knight, Ph.D.
City Clerk

EXHIBIT "A"

**TRANSIT SERVICE AGREEMENT
FY 2025**

by and between

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

and

CITY OF TARRANT

relating to providing Transit Service in Tarrant, Alabama

October 1, 2024

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

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

Recitals:

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

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

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

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

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

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

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

<u>Agreement</u>	Shall mean this Transit Service Agreement, as the same may be amended from time to time.
<u>Transit Service</u>	Shall mean the revenue Transit Service to be provided by BJCTA in and to the Service Area as set forth in this Agreement.
<u>Cost of Transit Service</u>	Shall mean the cost incurred by BJCTA to provide the Transit Service, during the period October 1, 2024 through September 30, 2025.
<u>County</u>	Shall mean Jefferson County.
<u>ALDOT</u>	Shall mean the Alabama Department of Transportation.

<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>Service Area</u>	Shall mean the area SERVED BY BJCTA.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Transit Service to be provided by BJCTA, as set forth and described in paragraph 5 below.

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

- (a) Federal, state and local regulations applicable to BJCTA including, but not limited to, the rules and regulations promulgated from time to time by ALDOT and/or FTA as applicable to BJCTA;
- (b) All conditions beyond the reasonable control of BJCTA including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- (c) The changing transportation needs of the City to the extent BJCTA can accommodate such needs; and

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

3. **TERM.** This Agreement shall be effective as of the date hereof **October 1, 2024** (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before **September 30, 2025** (the "**Expiration Date**"), which is the funding period for providing the Transit Service as set forth in **Exhibit "A"** attached hereto.

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

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the City or BJCTA may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the City. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by the City or BJCTA in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the City written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt

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

5. **SERVICE PLAN RECOMMENDATION FORM.** Attached hereto as **Exhibit "A"** is a summary (span of service, headways, hours, hourly rate and cost) of the routes to be provided. This schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated levels of service. During the term of this Agreement, BJCTA, after discussion with the City, may adjust the schedule to better accommodate the overall Transit Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then BJCTA, in cooperation with the City, could move that Bus Stop to a safer location.

6. **PAYMENT FOR TRANSIT SERVICE.** The City agrees to pay the BJCTA **\$67,139.84** for providing transit services for the forthcoming fiscal year beginning October 1, 2024 through September 30, 2025. This sum represents Fixed Route transit services, as requested.. Invoices shall be billed at the beginning of each month in advance of the service being rendered. Payments are due the first day of each month and are considered late after the 15th day of the month.

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

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

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

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

b. In any event, the obligation of BJCTA to provide the Transit Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

7. **SECURITY DEPOSIT.** No security deposit is required of the City under this Agreement.

8. **ADVERTISING.** The parties are aware and understand that BJCTA undertakes an advertising program on its buses and that BJCTA also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Transit Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses with this background:

c. BJCTA will be entitled to place on the buses which it uses to provide the Transit Service, advertising from time to time.

d. BJCTA shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Transit Service.

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

9. **BOND.** The City shall not be required to furnish BJCTA with any bond or other collateral conditions for the faithful performance of the duties and due accounting for all monies received from the City under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between BJCTA and the City under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD-PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth below, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth below and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

BJCTA:	Charlotte Shaw Executive Director/CEO Birmingham-Jefferson County Transit Authority 1801 Morris Avenue 2 nd FL Birmingham, AL 35203
Copy:	Glenn Dickerson Chief Financial Officer Birmingham-Jefferson County Transit Authority 1801 Morris Avenue 2 nd FL Birmingham, AL 35203
CITY:	The Honorable Wayman Newton, Mayor City of Tarrant 1604 Pinson Valley Parkway Tarrant, AL 35217

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

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

15. **MISCELLANEOUS CLAUSES.**

e. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Alabama. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Transit Service, or otherwise shall in any way whatsoever constitute any waiver by BJCTA or the City of its rights to invoke sovereign immunity as a governmental entity.

f. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of BJCTA, government regulations and directives applicable to it.

g. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Transit Service, that is subject to the qualifications set forth in this Agreement.

h. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

i. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

j. **Benefits of Service.** The Payments to be paid by the City to BJCTA are net, and shall not be reduced based upon any other funding or benefits that BJCTA may receive including, but not limited to, ad valorem taxes, other contributions by the City and any funding that BJCTA receives from the FTA as a part of its overall ridership total.

k. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

l. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

m. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

n. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Transit Service, BJCTA will be required to follow State and Federal guidelines relating to adjustments and modification of Transit Service. This will generally require a minimum of sixty (60) days in order to provide various required public notices.

i. **Capital Requirements (i.e., Buses).** BJCTA has generally planned for adequate buses to provide the Transit Service. If, at any time, BJCTA experiences a material shortfall or lack of buses to provide the Transit Service, BJCTA will immediately discuss with the City such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of BJCTA and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve BJCTA moving buses from its other public routes. BJCTA, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

o. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Transit Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the City is aware and specifically understands that the scope and quantity of the Transit Service being made available to it, is based upon the amount received from the city. Thus, for example, if the City should fail to pay the requisite Payments, BJCTA could seek to enforce that payment but, at its option, could also reduce in its discretion the Transit Service specifically within the Service Area.

p. **Service Within and Outside the Service Area.** The Transit Service to be provided by BJCTA under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "A"**. BJCTA is not obligated to provide the Transit Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

q. **Independent Contract as To Employees of BJCTA.** BJCTA is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. BJCTA will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. **BOARD APPROVAL.** This Agreement is subject to the approval by the BJCTA Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by in writing and signed by the party to be charged by said amendment, change or modification subject to the following:

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

s. Modifications that are anticipated to result in an increase to BJCTA's operational cost per revenue hour (see Cost of Transit Service) require the approval of the BJCTA's Board of Directors and the City.

(THIS SECTION IS LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the Parties have hereunto executed this Transit Service Agreement the day and year first above written.

Attest:

CITY OF TARRANT

By CITY OF TARRANT, MAYOR OR
AUTHORIZED OFFICIAL

By: _____
(Signature of Authorized Official)

Date: _____

**BIRMINGHAM-JEFFERSON COUNTY
TRANSIT AUTHORITY**

By: _____
CHARLOTTE SHAW
Executive Director/CEO

Date: _____

This Agreement has been reviewed as to form
by legal counsel for BJCTA. This confirmation
is not to be relied upon by any person other
than BJCTA.

FUSTON, PETWAY & FRENCH

By: _____
G. Courtney French, Esq., Partner

LGC - W2 Submission - Reminder

Local Government Corporation <saustin@localgovernmentcorporation.ccsend.com>

Thu 9/5/2024 11:01 AM

To:smyricks@cityoftarrant.com <smyricks@cityoftarrant.com>

Local Government Corporation W2 Submission Reminder

September 5, 2024

Attention Payroll Managers and Clerks:

Reminder!! LGC will no longer be filing W-2s or W-2Cs on your behalf. You will need to register with BSO in order to access the W-2/W-2C online process. Per their guidelines "BSO users will need a Social Security online account. You can use your personal *mySocialSecurity* account that was created before September 18, 2021 or an existing [Login.gov](#) or [ID.me](#) credential." The updated registration process may be found at <https://www.ssa.gov/bsowelcome.htm#registration>. **If you are the person designated for your site to submit W-2s, you will need to make sure you have all applicable access to submit W2s.** If you have specific questions about the registration process, **please contact BSO directly at 1-800-772-6270.**

LGC suggests that you register now and not wait until the end of the year so that you have the necessary access before any deadlines are reached for tax form submittals. Also, our calendar year end instructions will be made available later in the year and will include information on creating W2 files for submittal.

If you are not the person who handles W2s and/or responsible for submitting W2 files for your location, please forward to the appropriate contact.

As always, thank you for your continued support of LGC!

Stacey Austin

Customer Service Representative

Phone: 931.381.1155

Email: saustin@localgovcorp.com

714 Armstrong Lane

Columbia, TN 38401

www.lgc-tn.com

Local Government Corporation

"When Service Counts"

Local Government Corporation | 714 Armstrong Lane | Columbia, TN 38401 US

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[Constant Contact](#)

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9223

A RESOLUTION AUTHORIZING MAYOR TO EXPEND FUNDS
FOR 2024 HALLOWEEN BASH

WHEREAS, the Mayor and City Council desires to continue the tradition of providing a safe and fun day to celebrate the season with their friend, classmates and families; and

WHEREAS, various members of the community have expressed their desire and commitment to volunteer time and resources to this event;; and

WHEREAS, in keeping with years past, the costs of this event will include hot dogs, condiments, paper goods, candy, party rentals, a petting zoo for a total of \$8,500.

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

Section 1. That the preamble as set forth above is adopted, ratified, and incorporated as if fully set out herein.

Section 2. That the Mayor and City employees are hereby authorized to plan and organize the 2024 Halloween Bash.

Section 3. The Mayor is authorized to expend an amount not to exceed \$8,500 expenses associated with the 2024 Halloween Bash.

Section 4. That the funds shall be paid from the City of Tarrant ~~9-1-1 Fund~~
General Fund.

ADOPTED THIS THE 7th DAY OF OCTOBER, 2024



APPROVED: _____
Wayman Newton, Mayor

ATTEST: _____
Laverne Knight, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dr. 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, while in regular session on Monday, October 7, 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 7th day of October, 2024.





Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9224

A RESOLUTION AUTHORIZING THE MAYOR TO DECLARE CERTAIN PUBLIC WORKS EQUIPMENT 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 Public Works Department has certain equipment that is no longer of value to Tarrant Public Works, nor any other department in the City of Tarrant.

WHEREAS, the details and conditions of this equipment are hereto outlined in Exhibit A, attached hereto.

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

Section 1. That the preamble as set forth above is adopted, ratified, and incorporated as if fully set out herein.

Section 2. That the Mayor is hereby authorized to declare the equipment as hereto outlined in the attached Exhibit A to be surplus.

Section 3. 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 Public Works inventory.

ADOPTED AND APPROVED THIS THE 7th DAY OF OCTOBER, 2024.



APPROVED: _____
Wayman Newton, Mayor

ATTEST: 
Laverne Knight, City Clerk

EXHIBIT A

Completed by: Andrea Stallworth & Lisa Baker

Quantity	Make/Model	Description of Property	Identification/Serial Number	Age of Property / Purchase Date	Recommended Disposition
1	Freightliner M2106	#133 Umb Loader	1FVACXDCX6#V57358	2005	sale
1	Ford Superduty	#132 Utility Truck - Clutch inoperable	1FDLF47GXSEA28217	1995	sale
1	International 4700	#126 Tandem Axle Dump Truck - does not crank	1HTSCABM01H403147	2001	sale
1	Garden Way	Chipper Vac 4.0 - oil leak	TVS115560138	Unknown	sale if possible
1	Chev. Utility Truck	#135 Green Spray Truck - does not crank	CC 332A121385	1972	scrap
1	Toro	Red Manual Articulating Cutter - Inoperable	unknown	unknown	scrap
2	Graverly 260Z	Mower - will not crank - needs pto	992115 / 991162	2008	sale
2	Turf Tiger	SCAG mower - both used for parts	K150033 / G5400443	unknown	scrap
1	JCB 3CX	Backhoe 14ft. With bucket - no power / hydraulics	JCB3CXPK01707869	unknown	sale
1	AGCO	Tractor with wing arm - won't crank	unknown	1980 - 1985 ?	scrap
1		Leaf Machine - used for parts	unknown	unknown	scrap
1	Ford F150	Truck - motor blown	unknown	2000	sale

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Dr. 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 7th October, 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 7th day of October, 2024





Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9225

**A RESOLUTION AUTHORIZING MAYOR TO ENTER INTO AGREEMENT WITH
TTL FOR INSPECTION SERVICES FOR THE LAWSON ROAD DAM PROJECT IN
COMPLIANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY
REQUIREMENTS.**

WHEREAS, in compliance with Federal Emergency Management Agency project requirements, the Lawson Road Dam Project was completed and documents submitted in April, 2024; and

WHEREAS, as part of that close-out process and in addition to other routine maintenance, the City of Tarrant is required to have the Lawson Road Dam inspected annually by a qualified, experienced, third-party engineering firm, and

WHEREAS, upon recommendation by Sain & Associates, the currently contracted City Engineer, TTL was contacted to provide a proposal to perform such annual inspection (hereby attached as Exhibit A).

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, October 7, 2024 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 enter into the agreement as attached hereto, with TTL to provide required inspection services for the Lawson Road Dam project for the year 2024 in the amount of \$24,000.
3. That said expenditures shall be paid out of the City of Tarrant General Fund.

ADOPTED THIS THE 7th DAY OF OCTOBER, 2024.

APPROVED: _____
Wayman Newton, Mayor

ATTEST:  _____
Laverne Knight, City Clerk



CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dr. 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, while in regular session on Monday, October 7, 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 7th day of October, 2024.



L Knight

Laverne Knight, City Clerk

EXHIBIT A

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10 Inverness Center Parkway, Suite 350
Hoover, AL 35242
205.526.3970
www.ttlusa.com

Transmitted via email (lbaker@cityoftarrant.com)

September 26, 2024

City of Tarrant
Attn.: Ms. Lisa Baker
Deputy Mayor
1133 East Lake Boulevard
Tarrant, Alabama 35217

**Re: Proposal for a Dam Inspection
Tarrant Flood Mitigation Dam
TTL Proposal No. P000241102724.00**

Dear Ms. Baker,

Based on our discussions and the information gathered during our visit to the referenced dam on Wednesday, September 18, 2024, TTL, Inc. (TTL) has prepared and is pleased to submit this proposal to perform an inspection of the newly constructed Tarrant Flood Mitigation Dam which is located northeast of the City of Tarrant (City) on Five Mile Creek. Included in this proposal is our understanding of the project, our proposed scope of services, anticipated project schedule, and our compensation and authorization requirements.

PROJECT UNDERSTANDING

Historically, the City has experienced repeated flooding along Five Mile Creek. Land development in the Five Mile Creek watershed has caused this flooding to become more frequent and severe. Mayor Loxcil Tuck noted that, at times, flooding has made Alabama Highway 79 impassable and caused millions of dollars in property damage and required the City to make emergency water rescues of their stranded citizens.

To address this flooding condition, an innovative and sustainable solution was implemented which consists of an earthen dam on Five Mile Creek immediately upstream of Lawson Road which is designed to attenuate the peak flood runoff by holding back the flood waters during heavy storm events. The money to implement this project came from the Federal Emergency Management Agency's (FEMA's) Hazard Mitigation Grant Program.

For many years, Alabama was the only state without a state dam safety program. During the 2023 Alabama Legislative Session, a voluntary dam-safety bill was passed by the legislature and signed by Governor Ivey. The law was amended during the 2024 legislative session. The current Alabama Dam Safety Program is voluntary and establishes the minimum dam inspection frequency, preparation of Emergency Action Plans (EAPs), and notification of local emergency management agencies of new

dam construction or enlargements to existing dams. The current law does not identify an enabling state agency, nor does it provide for state enforcement or inspections.

The City's Public Works Department is currently performing quarterly inspections of the dam. For this project, TTL is proposing to prepare and implement an annual dam inspection program. We are also proposing to coordinate with the City's Public Works Department to identify and help implement any improvements to their quarterly inspection program.

Based on TTL's dam inspection experience and information gathered during the site visit, our annual inspections will focus on the condition of the embankment dam, outlet tunnel and stabilized emergency spillway. We will assess the significance of any potential hazards with a focus on potential remedial actions and the need for any additional geotechnical studies, if appropriate. Our work will be completed under the direction of a qualified engineer, meeting the requirements of the Alabama Dam Safety Act.

PROPOSED SCOPE OF SERVICES

Task 1 – Kickoff Meeting – A kickoff meeting with the City Public Works Department will be facilitated by TTL to discuss the scope of services and project schedule. Logistic coordination and communication protocols will be discussed and agreed to. The dam inspection form will also be discussed during the kickoff meeting. TTL will prepare the kickoff meeting agenda and provide a meeting summary.

Task 2 – Data Collection and Review - To prepare for the dam inspections, TTL proposes to conduct file reviews which will include record drawings, geotechnical reports, other reports with information about dam history, and any inspection documentation they may have been prepared by the City. These file reviews can be conducted at the City's Public Works Department or remotely if electronic files are available. TTL will complete the data collection and review prior to performing any field inspection activities.

Task 3 – Field Inspections – TTL proposes to dispatch a two-person inspection team to visit the dam. The inspections will address the following:

- General physical characteristics of the dam
- Areas of seepage that may have been formed during a previous flood event
- Soil cracks, slumps, erosion, animal burrows, tree growth, and areas of bare soil on the slope, crest road, downstream slope, and area immediately downstream of the dam
- General condition of visible portions of the outlet tunnel and emergency spillway
- Other conditions with the potential to affect the safety of the dam

The State of Alabama does not have, nor does it prescribe any standard dam inspection methodologies or forms. Therefore, TTL is planning to use its own dam inspection forms that are based on a dam safety inspection form developed by Professor George F. Sowers of Georgia Tech to document the results of our inspections. The completed and signed form will be included in the appendix of our written report.

Task 4 – Summary Report - Once the inspection has been completed, TTL will prepare a summary report which will include the dam history, general physical characteristics, site conditions, and site geology. We will provide an opinion about the condition of the dam, remedial repair recommendations (if warranted), and any recommendations for future inspections or geotechnical studies. Photographs of site conditions will also be included.

These inspections will not include geotechnical drilling, slope stability or seepage analysis, hydrologic and hydraulic evaluations, or surveying, which are all fundamental aspects of the original design. These and other tasks can be added, if requested. We plan to issue the reports in draft form. We will make our team available to meet with you at your office either before or after the reports are issued.

To fulfill its obligation to FEMA, the City will provide a copy of the TTL summary report to FEMA for their review and comments. If additional actions or meetings are required by FEMA, TTL will provide the City with an additional scope and fee to address these, if needed.

DELIVERABLES

Project Management

- *Internal management documents (work plan, field safety instructions)*
- *Monthly invoices, monthly progress reports and schedule updates*
- *Coordination of e-mails, documentation of any changes in scope*

Task 1 – Kickoff Meeting

- *Kickoff meeting agenda*
- *Kickoff meeting minutes*

Task 2 – Data Collection and Review

- *Summary of the data review by dam (lists of available data, operations, and data gaps)*
- *Initial summary thoughts of how existing data can be used*
- *What additional data may be useful*

Task 3 – Field Inspection

- *Inspection schedule and coordination needs*
- *General findings and observations*

Task 4 – Summary Report

- *Review draft*
- *Final draft*
- *One meeting with the Mayor and Council to discuss the summary report*

COMPENSATION AND SCHEDULE

TTL proposed compensation for this project is a lump sum of **\$24,000**. The completion schedule for this project will be within 3 months from receipt of the written notice to proceed from the City. Meeting this schedule is contingent on the City's personnel schedules and availability to assist our team with the data collection activities and to attend the kick-off meeting, and dam visit.

AUTHORIZATION

A copy of TTL's Professional Services Agreement (PSA) is submitted for your review and approval. This document is an integral part of our agreement to complete these services and will govern our work on this project. If this proposal meets with your approval, please execute the PSA and return the entire proposal copy to snewton@ttlusa.com so that we may commence work. This proposal has been prepared with the expressed understanding that the selection of our firm to perform these services is based solely upon our qualifications and experience.

Please let us know if you have any questions or need additional information. We look forward to working with the City of Tarrant on this matter.

Sincerely,

TTL, Inc.



J. Steve Newton, P.E.
Senior Project Manager



Richard D. Heckel, P.E., D.GE
Chief Geotechnical Engineer

Attachments: *Appendix A Photographs*
TTL Professional Services Agreement (PSA)

Appendix A. Photographs



Photo 1 – Gravel-Stabilized Road on the Crest of the Tarrant Flood Mitigation Dam



Photo 2 – Stabilized Emergency Spillway on the Tarrant Flood Mitigation Dam

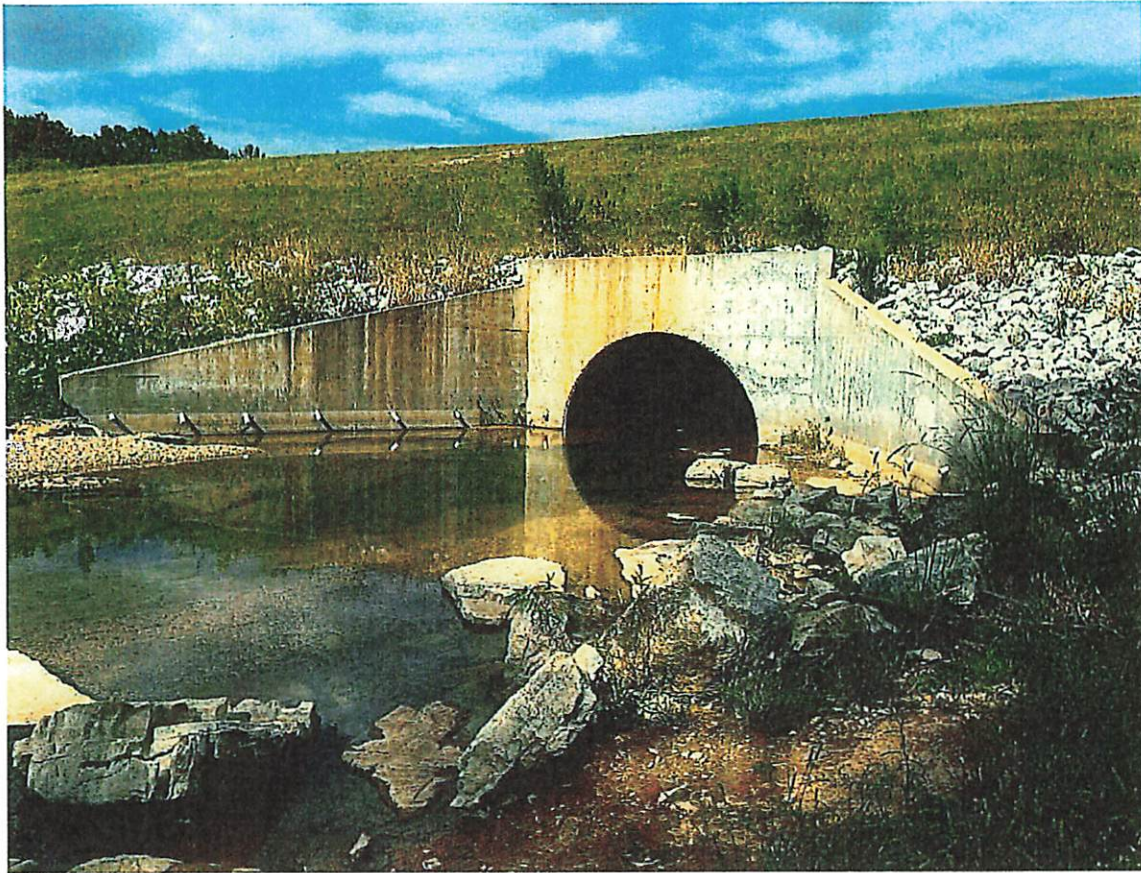


Photo 3 – Tunnel Discharge Location to Five Mile Creek on the Tarrant Flood Mitigation Dam

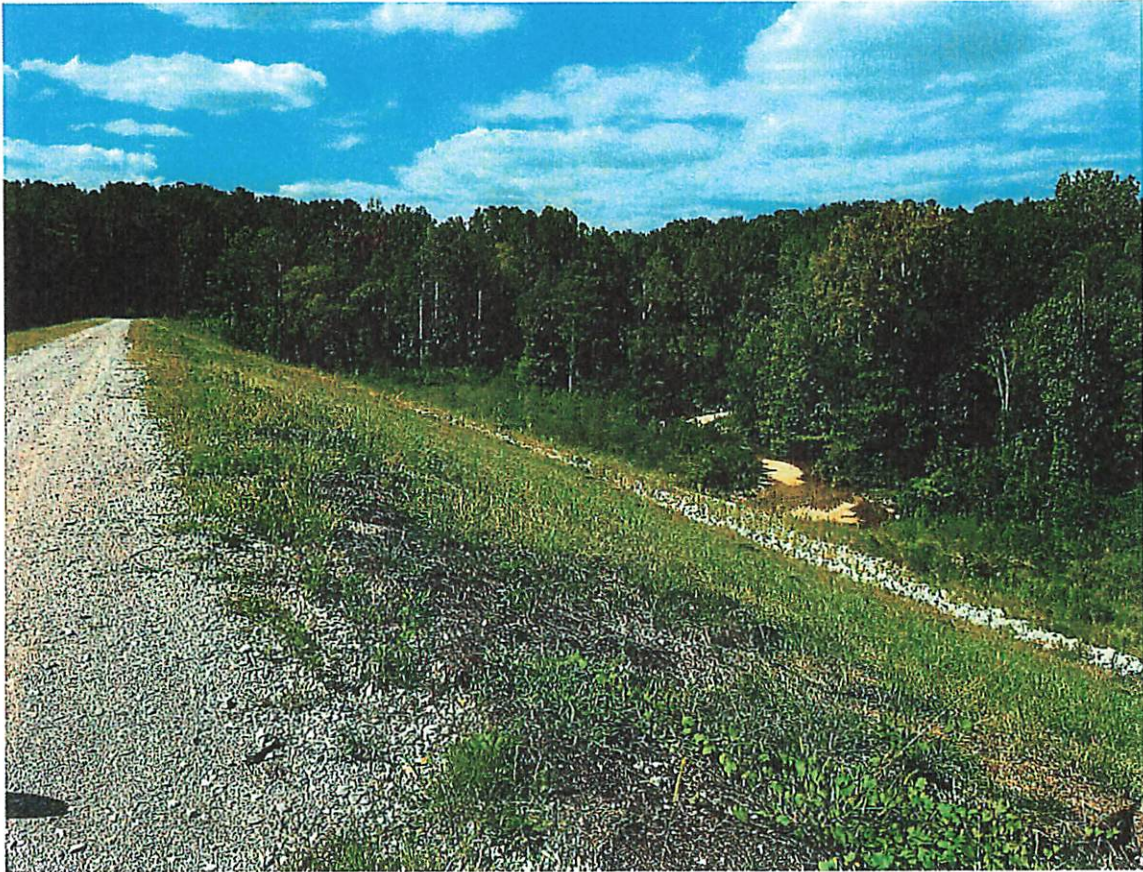


Photo 4 – Upstream Dam Face Showing the Rip Rap Revetment and Five Mile Creek at the Tarrant Flood Mitigation Dam

TTL
PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: 000241102724.00 PROJECT NAME: Tarrant Flood Mitigation Dam

This Agreement made and entered into on _____ by and between TTL, Inc., hereinafter called "Consultant" and City of Tarrant _____ hereinafter called "Client" is for the services described under this Agreement.

By checking this box, Consultant and Client indicate that this Agreement will also serve as a Master Services Agreement (MSA) between the two entities. The term for the MSA shall commence upon the full execution of this Agreement and expire on _____.

1. **SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.
For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$ N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.
5. **THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
6. **LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.



PROFESSIONAL SERVICES AGREEMENT

7. **INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.
8. **STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
9. **INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
11. **OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
12. **SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
13. **TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.
14. **SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall



PROFESSIONAL SERVICES AGREEMENT

Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

- 15. UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.
- 16. UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. GROUND PENETRATING RADAR:** If TTL's Services include providing ground penetrating radar (GPR) services to Client, Client acknowledges and agrees that there are inherent limitations associated with use of the GPR equipment. In using GPR data, Client will be solely responsible for making any determinations to drill, excavate, or perform any other destructive processes and Client will indemnify and hold TTL harmless from liability associated with such determinations. Client further acknowledges that (a) unless otherwise indicated in the accompanying TTL proposal, any maps or drawings provided in connection with the Services are not survey quality; (b) TTL only reports GPR-retrieved data and, unless specifically stated as additional Services under the associated proposal, TTL does not include any investigation, analysis, or interpretation of soil composition, soil conditions, or geophysical, geological, engineering, or land surveying information; and (c) TTL makes no warranty or representation that use of the GPR equipment will locate all subsurface structures/obstacles.
- 18. SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 19. OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 20. WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 21. DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in Tuscaloosa, Alabama. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
- 22. GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of Alabama.

TTL
PROFESSIONAL SERVICES AGREEMENT

23. **SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
24. **TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.
25. **SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

ENTITY NAME: City of Tarrant
CONTACT NAME: Ms. Lisa Baker
TITLE: Deputy Mayor
ADDRESS: 1133 East Lake Boulevard
CITY AND STATE: Tarrant, AL 35217
OFFICE PHONE: 205.849.2800 x1038
CELL PHONE: 205.601.1852
EMAIL: lbaker@cityoftarrant.com

SIGNED: _____

DATE: _____

CONSULTANT

ENTITY NAME: TTL, Inc.
CONTACT NAME: Steve Newton
TITLE: Senior Project Manager
ADDRESS: 10 Inverness Center Parkway, Suite 350
CITY, STATE, ZIP: Hoover, AL 35242
OFFICE PHONE: 205.539.0384 x201
CELL PHONE: 205.401.7470
EMAIL: snewton@ttlusa.com

SIGNED: _____

DATE: _____

CITY OF TARRANT
VOUCHER LIST
MONDAY, OCTOBER 7, 2024

GENERAL FUND

54086-54103	ACCOUNTS PAYABLE RUN	\$ 42,832.67
54104-54145	ACCOUNTS PAYABLE RUN	\$ 74,233.35
54146	ACCOUNTS PAYABLE RUN	\$ 12,107.18

NET PAYROLL

9/27/2024	PAY PERIOD 09/07/2024-09/20/2024	\$ 151,579.23
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<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>
54086	CHK	Alsco - Birmingham	1438		09/25/2024	\$69.18
54087	CHK	AMERICAN FAMILY CARE, LLC	3370		09/25/2024	\$175.00
54088	CHK	American Fidelity Assurance	1731		09/25/2024	\$1,102.00
54089	CHK	Birmingham Water Works	16		09/25/2024	\$28.25
54090	CHK	Casian, David	3203		09/25/2024	\$165.00
54091	CHK	City Of Tarrant Park And Rec	43		09/25/2024	\$500.00
54092	CHK	Dakenya Holloway	3384		09/25/2024	\$723.12
54093	CHK	Dunn Construction Co., Inc.	562		09/25/2024	\$297.45
54094	CHK	Econo Printing Service, Inc.	598		09/25/2024	\$259.10
54095	CHK	Express Oil Change Llc	66		09/25/2024	\$1,258.07
54096	CHK	Genesis Tire	1291		09/25/2024	\$108.00
54097	CHK	Municipal And Commercial Uniform And	134		09/25/2024	\$522.80
54098	CHK	Regional Planning Commission	19		09/25/2024	\$3,705.00
54099	CHK	Sun Life Financial	1848		09/25/2024	\$1,244.27
54100	CHK	Tarrant Electric Department	111		09/25/2024	\$26,085.91
54101	CHK	The C. BURRELL LAW GROUP, LLC	3183		09/25/2024	\$1,558.00
54102	CHK	US Specialty Coatings	3381		09/25/2024	\$1,131.52
54103	CHK	WALDREP STEWART & KENDRICK, LLP	3156		09/25/2024	\$3,900.00
Bank Total:						\$42,832.67
Bank Payment Count:						18

<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>
		54104	CHK	Aaa Environmental Services	4		10/03/2024	\$384.50
		54105	CHK	Alabama Child Support	37		10/03/2024	\$1,612.51
		54106	CHK	Alabama Municipal Insurance	408		10/03/2024	\$263.00
		54107	CHK	At & T Mobility	1857		10/03/2024	\$1,330.18
		54108	CHK	Atkins & Goolsby	1996		10/03/2024	\$1,984.07
		54109	CHK	Baker & Taylor Entertainment	208		10/03/2024	\$163.12
		54110	CHK	Barnes & Barnes Law Firm, P.C.	3257		10/03/2024	\$2,000.00
		54111	CHK	Birmingham Water Works	16		10/03/2024	\$28.25
		54112	CHK	Bradford W. Caraway	2121		10/03/2024	\$237.50
		54113	CHK	Chrisenberry Paint & Body Shop Inc	3388		10/03/2024	\$9,344.60
		54114	CHK	City Of Tarrant	32		10/03/2024	\$1,122.19
		54115	CHK	Dolphin Pest Control	62		10/03/2024	\$324.00
		54116	CHK	Express Oil Change Llc	66		10/03/2024	\$2,195.80
		54117	CHK	Gallagher Bassett Services a/s/o Waste	3387		10/03/2024	\$357.50
		54118	CHK	Genesis Tire	1291		10/03/2024	\$2,244.65
		54119	CHK	Globe Life Liberty National	832		10/03/2024	\$458.55
		54120	CHK	Herc Rentals Inc	3389		10/03/2024	\$1,338.08
		54121	CHK	Insight Strategies, LLC	3385		10/03/2024	\$1,194.00
		54122	CHK	Jacqueline Anderson Smith	1851		10/03/2024	\$674.30
		54123	CHK	Kyocera Document Solutions	1498		10/03/2024	\$195.32
		54124	CHK	Lowe's	258		10/03/2024	\$1,466.21
		54125	CHK	Massey,Stotser & Nichols, Pc	1906		10/03/2024	\$12,301.08
		54126	CHK	Mcperson Oil Products	96		10/03/2024	\$1,141.83
		54127	CHK	Michaels Stores Inc	3386		10/03/2024	\$50.87
		54128	CHK	Municipal And Commercial Uniform And	134		10/03/2024	\$217.95
		54129	CHK	Quality Petroleum	1132		10/03/2024	\$7,156.34
		54130	CHK	Quill	76		10/03/2024	\$159.43
		54131	CHK	Rent One Llc	2020		10/03/2024	\$1,115.90
		54132	CHK	Republic Services Mt Olive Msw	2033		10/03/2024	\$2,782.84
		54133	CHK	Southern States	1244		10/03/2024	\$62.00
		54134	CHK	Spire	1704		10/03/2024	\$312.17
		54135	CHK	State Of Alabama Department	883		10/03/2024	\$115.55
		54136	CHK	Stone & Sons Electrical Cont.	189		10/03/2024	\$247.64
		54137	CHK	The C. BURRELL LAW GROUP, LLC	3183		10/03/2024	\$2,527.00
		54138	CHK	Thompson Tractor Co, Inc	3209		10/03/2024	\$83.35
		54139	CHK	Tops Business Systems	378		10/03/2024	\$178.53
		54140	CHK	Trigreen Equipment, Llc	683		10/03/2024	\$8.77
		54141	CHK	United Way Of Central Alabama	241		10/03/2024	\$20.00
		54143	CHK	We R Smart Llc	1887		10/03/2024	\$16,100.00
		54144	CHK	Wells Fargo Vendor Fin Serv	1605		10/03/2024	\$317.10
		54145	CHK	White, Curtis	3145		10/03/2024	\$416.67
							Bank Total:	\$74,233.35
							Bank Payment Count:	41

Bank Name Bank Number

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>
54146	CHK	WALDREP STEWART & KENDRICK, LLP	3156		10/03/2024	\$12,107.18
Bank Total:						\$12,107.18
Bank Payment Count:						1

TARRANT ELECTRIC DEPARTMENT

VOUCHER LIST

October 7, 2024



Batch ID: CHK09192024KH
 Batch Comment:

Audit Trail Code: FMCHK00001033
 Posting Date: 9/19/2024

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
043563	9/19/2024	00000000000013711	002433	THOMAS A PRUITT	\$7,000.00
043564	9/19/2024	00000000000013712	1120	CITY OF TARRANT	\$30,781.32
043565	9/19/2024	00000000000013713	1220	VANGUARD ALLIANCE	\$2,274.66
043566	9/19/2024	00000000000013714	20	AAA ENVIRONMENTAL SERVICE	\$210.00
043567	9/19/2024	00000000000013715	2038	TARRANT MEDICAL PC	\$75.00
043568	9/19/2024	00000000000013716	4035	CHRISTOPHER THOMPSON	\$595.00
043569	9/19/2024	00000000000013717	4050	TYLER PAYNE	\$297.50
043570	9/19/2024	00000000000013718	47	AIRGAS USA, LLC	\$107.28
043571	9/19/2024	00000000000013719	5272	ROGER VOSS	\$595.00
043572	9/19/2024	00000000000013720	72	ALABAMA DEPT OF REVENUE	\$24.25
043573	9/19/2024	00000000000013721	738	NOVA-TEC INC.	\$150.60
043574	9/19/2024	00000000000013722	770	LOFT MACHINE/MILLER MACHINE &	\$90.00
043575	9/19/2024	00000000000013723	7875	JASON HILL	\$140.00
043576	9/19/2024	00000000000013724	CSM003462	JAWED MEHARALLY	\$52.92
043577	9/19/2024	00000000000013725	CSM004493	FLATS AT COLEBRIDGE	\$308.07
043578	9/19/2024	00000000000013726	CSM006013	MARY LACEY	\$196.49
043579	9/19/2024	00000000000013727	CSM006392	CONSTANCE BURRELL	\$120.75
Total Checks: 17					Checks Total: \$43,018.84

System: 9/25/2024 1:55:11 PM
 User Date: 9/25/2024

City of Tarrant Electric Depar
 COMPUTER CHECK REGISTER
 Payables Management

Page: 1
 User ID: khendricks

Batch ID: CHK09262024KH
 Batch Comment:

Audit Trail Code: PMCHK00001034
 Posting Date: 9/25/2024

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
043580	9/25/2024	00000000000013728	10201	AT&T Mobility	\$384.08
043581	9/25/2024	00000000000013729	154	ANSWERTEL	\$2,700.00
043582	9/25/2024	00000000000013730	1922	SUNBELT SOLOMON SERVICES,LLC	\$1,612.00
043583	9/25/2024	00000000000013731	295	CENTRAL SERVICE ASSOCIATION	\$6,359.35
043584	9/25/2024	00000000000013732	4035	CHRISTOPHER THOMPSON	\$595.00
043585	9/25/2024	00000000000013733	4050	TYLER PAYNE	\$297.50
043586	9/25/2024	00000000000013734	5736	DARRYL TRUCKS	\$595.00
043587	9/25/2024	00000000000013735	7875	JASON HILL	\$140.00
043588	9/25/2024	00000000000013736	840	OFFICE DEPOT	\$988.15
043589	9/25/2024	00000000000013737	854	O'REAR HARDWARE	\$112.60
043590	9/25/2024	00000000000013738	CSM004920	MAINSTREET RENEWAL	\$337.16
043591	9/25/2024	00000000000013739	CSM006560	VICTORIA PALKOVIC	\$178.28
043592	9/25/2024	00000000000013740	CSM006966	BRICK & VINE	\$204.91

Total Checks: 13

Checks Total: \$14,504.03

System: 10/2/2024 10:52:52 AM
 User Date: 10/2/2024

City of Tarrant Electric Depar
 COMPUTER CHECK REGISTER
 Payables Management

Page: 1
 User ID: khendricks

Batch ID: CHK10032024KH
 Batch Comment:

Audit Trail Code: PMCHK00001035
 Posting Date: 10/2/2024

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
043593	10/2/2024	00000000000013741	1095	T & Z HYDRAULIC SERVICE	\$2,792.27
043594	10/2/2024	00000000000013742	1220	VANGUARD ALLIANCE	\$298.00
043595	10/2/2024	00000000000013743	132	AMERICAN FIDELITY ASSURANCE	\$512.06
043596	10/2/2024	00000000000013744	1391	DOLPHIN PEST CONTROL	\$132.00
043597	10/2/2024	00000000000013745	163	AUTO ZONE	\$30.30
043598	10/2/2024	00000000000013746	2441	KELLIE SPENCER	\$297.50
043599	10/2/2024	00000000000013747	301	CINTAS	\$193.08
043600	10/2/2024	00000000000013748	4035	CHRISTOPHER THOMPSON	\$595.00
043601	10/2/2024	00000000000013749	5736	DARRYL TRUCKS	\$297.50
043602	10/2/2024	00000000000013750	672	LIBERTY NATIONAL LIFE INSURANC	\$326.79
043603	10/2/2024	00000000000013751	738	NOVA-TEC INC.	\$28.60
043604	10/2/2024	00000000000013752	7875	JASON HILL	\$140.00
043605	10/2/2024	00000000000013753	CSM002291	BARRINGTON REALTY	\$172.27
043606	10/2/2024	00000000000013754	CSM005006	JANERICA WILSON	\$28.79
043607	10/2/2024	00000000000013755	CSM005029	SHIRLEY J GARNER	\$349.32
043608	10/2/2024	00000000000013756	CSM005790	DERICK TONEY	\$260.84
043609	10/2/2024	00000000000013757	CSM006522	COMPLETE PROPERTY MANAGEMENT L	\$344.46
043610	10/2/2024	00000000000013758	CSM006706	LORI ANN BELL	\$203.53
043611	10/2/2024	00000000000013759	CSM101395	TARRANT HOUSING AUTH	\$110.36
Total Checks: 19					Checks Total: \$7,112.67