### **AGENDA**

# **REGULAR SESSION - 7:00PM**

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

March 17, 2025 - Regular Meeting

- VI. COMMUNICATIONS FROM THE MAYOR
- VII. COMMITTEE REPORTS

# VIII. OLD BUSINESS

- A. Resolution No. 9248 A Resolution Affirming the Termination of the Employment of Jason Rickels from the Office of Fire Chief for the City of Tarrant.
- **B.** Resolution No. 9264 A Resolution Removing Chief Wendell Major from the Office of Chief of Police for the City of Tarrant.
- C. <u>Resolution No. 9270</u> A Resolution Approving Repair Estimate for a 2023 Dodge Charger Police Vehicle.

# IX. NEW BUSINESS

- A. Resolution No. 9274 A Resolution Authorizing the Mayor to Declare Shotguns, Sub-Machi Guide, Rifle and Pistols as Surplus and Authorizing the Mayor to Sell in Accordance with Resolutions and Ordinances Pertaining to Surplus Property.
- **B.** Resolution No. 9275 A Resolution Authorizing the Purchase of a Poly Battery and Poly Headset for the Tarrant Police Department.
- C. <u>Resolution No. 9276</u> A Resolution Authorizing the Purchase of Replacement Police Vehicle from Enterprise Fleet Management.
- D. <u>Resolution No. 9277</u> A Resolution Authorizing the Purchase of Limb Loaders for the Tarrant Public Works Department.
- E. <u>Resolution No. 9278</u> A Resolution Approving a Local Match to Classtran for Certain Transportation Services Within the City of Tarrant, Alabama.
- **F.** Resolution No. 9279 A Resolution Approving the City of Tarrant 2025 Neighborhood Cleanup Initiative.
- **G.** Resolution No. 9280 A Resolution Authorizing the Reimbursement of Accommodations for the City Clerk at the Spring 2025 Training.

# X. VOUCHERS AND EXPENSES

Ending January 6, 2025-City of Tarrant, City Hall (meeting cancelled)
Ending April 7, 2025 – City of Tarrant

- XI. PUBLIC COMMENTS
- XII. ADJOURN

# CITY OF TARRANT COUNCIL MEETING MINUTES MARCH 17, 2025 TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday March 3, 2025, at 7:00 PM at City Hall.

Mayor 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.

Fire Chief Patrick Bennett lead those in attendance in the invocation. Chief Fields, lead those present in the Pledge of Allegiance.

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

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

Absent:

none

A quorum was determined to be present at the meeting.

The minutes from March 3, 2025 regularly scheduled council meeting were presented for review and approval. Councilor Bryant asked the term *Russian* on page 2 be corrected to *Rushing*. After review, Councilor Threadford moved to approve the minutes of the February 17, 2025 with the amendment of replacing *Russian* to *Rushing* on page 2. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0), with one (1) member not voting, the motion to approve the minutes for March 3, 2025 council meeting were approved with the said amendment.

The Mayor announced that the Russian Springs Baptist Church clean up day event held from 8:00 am to 12:00 pm,on Saturday March 8, 2025 was a successful event. The Mayor thanked all citizens for attending the event that was filled with incredible and humbling historical stories.

The Mayor also reminded all those in attendance that on Sunday, April 13, 2025 from 11:00am to 2:00pm at the Tarrant Recreation Center there will be fun filled pre-Easter event. Again, the Mayor provided the City of Tarrant City Hall number 205.849.2800 with the assistant extension number at 1024. Easter egg baskets, groceries, clothing and haircuts will be some of the offered services and items provided. Two hundred easter baskets will be distributed.

On March 28, 2025 there will be the Mayor spring fling event. The week of spring break. Location and time is still being finalized possibly in district 5 with hot dogs and games. More information to be announced on local facebook.

Councilor Freeman provided an update with her attendance at a recent conference. The conference objectives focused on important information on grants and application steps. Conference outcome also suggested that possible stimulus could be distributed. Councilor Freeman announced that she will provide copies for individuals who request conference information. Important and available afterschool activities was also communicated. Councilor Freeman provided details on a positive apprenticeship program hosted by the City of Tarrant local education. Kesslers Pharmacy was also acknowledged in their 101 years of service in the City of Tarrant and their pharmaceutical aid to local residents. Black Lives Matter was addressed as All Lives Matter by Councilor Freeman.

Councilor Threadford provided an invitation for the City of Tarrant annual Easter Egg hunt to be held on Saturday, April 5, 2025 from 1:00pm to 3:00pm at the Tarrant Athletic Complex. Food, games and golden eggs will be some of the surprises.

Councilor Threadford also announced that there will be food boxes provided for the public on the 2<sup>nd</sup> Saturday of April 2025 at the Tarrant Rec Center.

There were no committee reports.

The Mayor and Council moved on to Old Business.

Mayor Wayman Newton introduced and read Resolution No. 9248. A Resolution Affirming the Termination of the Employment of Jason Rickels from the Office of Fire Chief for the City of Tarrant. For the interest of time Mayor Newton deferred the request of a seconder due to personal prediction of denial; however, Councilor Bryant provided a second for the Resolution. Councilor Bryant provided unreadiness by providing a summary of the rules and regulations on hiring, firing and then Councilor Bryant withdrew his second. Mayor Newton responded by also reviewing the process that was used in the initial firing of the Fire Chief. There was back and forth. Councilor Freeman wanted it on record to pull out the initial agenda and the minutes to check on what was discussed. Mayor Newton asked the City Clerk to add the Resolution No. 9248 to the next City Council regular scheduled meeting since there was no seconder.

Mayor Newton introduced and read Resolution No. 9264. A Resolution Removing Chief Wendell Major from the Office of Chief of Police for the City of Tarrant. Mayor Newton made motion to approve Resolution No. 9264. Councilor Bryant seconded the motion. Councilor Bryant verbally reviewed the investigation and all affiliates involved in the investigation, and found without merit and with all prohibitions restored within thirty days. Councilor Bryant asked the Mayor for any contradictory information. The Mayor referenced past City of Tarrant criminal activities and a Vestavia resident in the allegations against the Chief of Police. For the relativity of time Councilor Bryant withdrew his second. Councilor Freeman asked the Mayor when he was able to retrieve her public records request and then asked the City Clerk if she had access to the documentation requested. The City Clerk replied no. Mayor Newton referenced the death of a three year old and its importance. The Chief of Police provided the courts outcome on the deceased. The Mayor withdrew his motion and asked the City Clerk to ensure the Resolution is added to the next City Council meeting.

Councilor introduced Resolution No. 9267. A Resolution Approving a Repair Estimate for a 2020 Chevrolet Tahoe Police 4 Door Wagon (Unit 13). There was discussion on the repair estimate and the cost of a newly leased vehicle. Chief Major provided various scenarios on the repairs and costs of various vehicles. Monthly costs were also reviewed. Councilor Bryant introduced Resolution No. 9267. Councilor Threadford seconded the motion. Mayor Newton wanted it on record that there was an option for repairing the older vehicle to buying a newer vehicle for under \$20k. Mayor Newton called for a vote.

r eas:
None
1 10110

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

Not voting: Mayor Wayman A. Newton

The yeas being zero (0) and the nays being five (5), with one (1) member not voting, the motion to approve Resolution No. 9267 was not agreed and the Resolution failed. It was decided a new vehicle for the Tarrant Police Department be ordered.

The Mayor and Council moved on to New Business.

Next, Councilor Bryant introduced and read Resolution No. 9270. A Resolution Approving Repair Estimate for a 2023 Dodge Charge Police Vehicle. There was discussion on the price to repair the police vehicle versus the cost of the insurance deductible. Mayor Newton suggested the City Clerk review the cost of the insurance deductible. Councilor Bryant moved to make a motion to table Resolution No. 9270 until the next regularly scheduled Council meeting. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays: None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0), with one (1) member not voting, the motion to table Resolution No. 9270 until next meeting was approved, and the Resolution was tabled.

Councilor Bryant introduced and read Resolution No. 9271. A Resolution Authorizing the Mayor to Declare Tasers and Police Body Cameras as Surplus and Authorizing the Mayor to Sell in Accordance with Resolutions and ordinances Pertaining to Surplus Property. Councilor Bryant moved to approve Resolution No. 9271. Councilor Matthews seconded the motion. Mayor Newton called for a vote.

Yeas

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0), with one (1) member not voting, the motion to approve Resolution No. 9271 was agreed and the Resolution was approved.

Mayor Newton requested an amendment to Resolution No. 9272. City Attorney substitute Chelsea Payne provided legal advice on amending Resolution No. 9272. Mayor Newton withdrew his motion to amend Resolution 9272. Mayor Newton introduced and read Resolution No. 9272. A Resolution Approving of and Requesting the Personnel Board of Jefferson County to Create the Position of Assistant Fire Chief for the City of Tarrant Fire Department. Mayor Newton moved to approve Resolution No. 927. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Catherine "Cathy" Anderson Councilor Deborah "Debbie" Matthews Mayor Wayman A. Newton

Nays:

Councilor Veronica Bandy Freeman

Abstain:

Councilor John T. "Tommy" Bryant Councilor Tracie B. Threadford

Not voting:

None

The yeas being three (3) and the nays being one (1), with two (2) abstains, and zero (0) member not voting, the motion to approve Resolution No. 9272 was agreed and the Resolution was approved.

Mayor Newton introduced and read Resolution No. 9273. A Resolution Directing \$2,500.00 Budgeted for District Four (4) City Councilor Education/Travel Funds to Be Used by Tarrant Fire Department. There was discussion on the limited funding. Mayor Newton requested extra funding be available from the City of Tarrants' Mayors' Education/Travel fund if needed. Mayor Newton recommended to amend the Resolution No. 9273 by adding a section in the event that Councilor Matthews attends an education event that the fees be extracted from the Mayors training allowance of \$2,500.00 for year 2025. Mayor Newton moved to approve Resolution No. 9273. Councilor Anderson seconded the motion. Mayor Newton reminded all those in attendance of the annual training allowance and asked Councilor Freeman if she went to Washington. Councilor Freeman responded that she had spent more than \$2,500.00 in her last training conference. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0), with one (1) member not voting, the motion to amend Resolution No. 9273 was agreed and the Resolution was approved.

Mayor Newton made a motion to approve No. 9273 as amended. A Resolution Directing \$2,500.00 Budgeted for District Four (4) City Councilor Education/Travel Funds to Be Used by Tarrant Fire Department and that in the event that Councilor Matthews attends an education event that the fees be extracted from the Mayors training allowance of \$2,500.00 for year 2025. Councilor Threadford seconded the motion. Mayor Newton asked for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0), with one (1) member not voting, the motion to approve Resolution No. 9273 as amended was agreed and the Resolution was approved.

Councilor Freeman left the meeting early.

Before moving on to vouchers Mayor Newton distributed the next bond payment of \$553,833.75 as of March 10, 2025 dated from 2019. Mayor Newton reminded all those in attendance that it will be reflected in the next vouchers and expenses.

Next, the City Council reviewed the vouchers and expenses for City of Tarrant, City Hall week ending March 17, 2025. Councilor Threadford moved to approve the vouchers for week ending March 17, 2025. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas

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

Nays:

None

Absent:

Councilor Veronica Bandy Freeman

Not voting:

Mayor Wayman Newton

The yeas being four (4), the nays being zero (0) with one (1) member not voting, the motion to approve the vouchers and expenses for week ending March 17, 2024 were agreed and the vouchers and expenses were approved.

Councilor Threadford asked Chief Major to summarize City of Tarrant Police Officer employment and certification. Chief Major provided an overview. Mayor Newton asked the Chief of Police to go into the workforce software and update the request of City Police needed. Chief of Police elaborated that the total Police force for the City of Tarrant needed is thirty with an estimate of seven police officers needed. Police employment budget was also discussed.

Next, the City Council moved on to Public Comments.

First, Chuck Winborn. Chuck Winborn listed City of Tarrant trash issues and the Public Works Department role. The ratio of employees in the Public Works Department to other cities was questioned by Mr. Winborn.

Second, Ms. Temple provided an update on her electricity bill. Councilor Threadford recommended Ms. Temple present the electricity bill disputes to the Electric Board. Electric Board meeting dates were provided to Ms. Temple by Councilor Threadford.

After the public comments ended Councilor Threadford moved to adjourn the meeting. Councilor Bryant seconded the motion. There was a verbal vote. Meeting adjourned at 8:12 pm.

# Respectfully submitted,

Dr. Laverne Knight City Clerk April 7, 2025 City of Tarrant Council Meeting, Alabama

READ AND APPROVED this the 7<sup>th</sup> day of April, 2025.

TARA
O OFFICIAL
A ETEST: SEAL
A CANADA A
Dr. Laverne Knight

The City of Tarrant, Alabama

 $\frac{\text{APPROVED:}}{\text{WAYMAN NEWTON, MAYOR}}$ 

# CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA RESOLUTION NO. 9248

# A RESOLUTION AFFIRMING THE TERMINATION OF THE EMPLOYMENT OF JASONRICKELS FROM THE OFFICE OF FIRE CHIEF FOR THE CITY OF TARRANT

WHEREAS, Chris Patterson, resident and citizen of the City of Tarrant, present the following Resolution Affirming the Termination of the Employment of Jason Rickels From the Office of Fire Chief for the City of Tarrant, and request immediate action from the City Council of the City of Tarrant; and

WHEREAS, Jason Rickels ("Rickels") was appointed to the position of Fire Chief for the City of Tarrant in April, 2015 and remained in that position until his termination by Mayor Wayman Myton in April, 2021; and

WHEREAS in March, 2021, Rickels was arrested in Roswell, Georgia for illegally holding a female African-American Realtor and a male African American Photographer at gun point and violently destroying professional photography equipment, following an unfounded accusation of burglary at his 3925,000 Georgia home; and

WHEREAS, according to witnesses, even though the victims had a pre-arranged appointment at the property through the First Multiple Listing Service, they were actively complying with a request to leave the property when Rickel arrived at the property, pulled a handgun and pursued them to their cars before a physical allocation took place; and

WHEREAS, the victims had received the request to leave the property less than 10 minutes prior to Rickels' arriving on scene; and

WHEREAS, prior to and following this incident, Rickels has a history of demeaning behavior and the use of verbally abusive language, particularly toward women and minorities; and

WHEREAS, due to the behavior of Rickels and his subsequent arrest, Mayor Wayman Newton terminated the employment of Jason Rickels in April, 2021 for Commission of a Criminal Offense and Conduct Unbecoming an Officer; and

WHEREAS, approximately two years after his arrest Jason Rickels chose to settle the Georgia incident with a monetary payout rather than face further criminal action; and

WHEREAS, currently the City of Council has before them a second opportunity to affirm the original termination of Jason Rickels' and reaffirm their commitment to protecting the citizens of Tarrant; and

WHEREAS, the citizens of Tarrant should not have to live in fear of a racist and

misogynist Public Official that is tasked with, in this case, saving their lives and the lives of their children; and

WHEREAS, it is requested that the City Council of the City of Tarrant take immediate action reaffirming the original termination of Jason Rickels due to his conduct unbecoming an officer of the City of Tarrant.

NOW, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 7th, 2025 at 7:00 p.m. as follows:

Section 1. That the City Council of the City of Tarrant does hereby immediately affirm the original termination of Jason Rickels from the position of Fire Chief of the City of Tarrant, for conduct unbecoming an officer of the City of Tarrant. Any and all claims for payment of backpay, vacation, sick time, etc. are hereby forfeited.

ely affirm the
ty of Tarrant, for conduction.

ADOPTED this the A lay of April, 2025.

APPROVED:

WAYMAN NEWTON, MAYOR. ATTEST: \_

# **CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA	)
JEFFERSON COLINTY	١

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 April, 2025 while in regular session on Monday, April 7th, 2025, and the same appears of record in the minute book of said date of said City.

AMA
UNTY

Le Knight, the City Clerk to above and foregoing is a true and ed by the City Council of the City of Tarra.

while in regular session on Monday, April 7th, 2to.

the minute book of said date of said City.

Witness prohand and seal of office this 7th day of April, 2025.

Laverne Knight, City Clerk

# CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

### **RESOLUTION NO. 9264**

# 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 preventee and/or obstructing active investigations (including cases which involve domestic and the 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, April 7, 2025 at 7:00 p.m. as follows:

<u>Section 1.</u> 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 April, 2025.

APPROVED:
WAYMAN NEWTON, MAYOR
ATTEST: Laverne Knight, City Clerk
Laverne Ringht, City Clerk
CERTIFICATION OF CITY CLERK
<b>1</b> /2
STATE OF ALABAMA
JEFFERSON COUNTY
I, Laverne Knight, 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 Chapter Tarrant, Alabama, on the 7th day of
April, 2025 while in regular session on Monday, April, 2025, and the same appears o
record in the minute book of said date of said City.
<b>*</b>
Witness my hand and seal of office this 7 <sup>th</sup> day of April, 2025
withess my hand and sear of office tims 7 day of April, 2023
Laverne Knight, City Clerk

### **RESOLUTION NO. 9270**

A RESOLUTION APPROVING REPAIR ESTIMATE FOR A 2023 DODGE CHARGER POLICE VEHICLE.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, April 7, 2025, at 7:00PM, a quorum being present, as follows:

- 1. The City Council of the City of Tarrant, Alabama, ("City Council") hereby approves the repair of the 2023 Dodge Charger Police Vehicle as set forth in the attached estimate of repair (see Exhibit "A").
- 2. Further, the City Council authorizes the payment in the amount of the attached estimate to the company completing the repair once all repairs are completed and approved by the Chief of Police or his designee.
- 3. The Chief of Police, or his designee, is authorized to take all reasonably necessary action to comply with this Resolution.
- 4. This Resolution shall become effective immediately upon its adoption by the City Council or as otherwise becoming law.

Adopted this the 7th day of April, 2025.

CITY OF TARRANT, ALABAMA

ATTEST ABAMA.

Laverne Knight, Ph.D., Çity Clerk

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#### GOOCH PAINT & BODY 5501 VETERANS MEMORIAL PARKWAY ADAMSVILLE, AL 35005 OFFICE: 674-8004 FAX: 674-8011

#### \*\*\* PRELIMINARY ESTIMATE \*\*\*

03/05/2025 02:37 PM

Owner

**Owner: POLICE TARRANT** 

Inspection

Inspection Date: 03/05/2025 02:38 PM Inspection Type:

Primary Impact: Front Secondary Impact: Undercarriage

Repairer

Repairer: Gooch Paint & Body, Inc.

Address: 5501 Veterans Memorial Pkwy

City State Zip: Adamsville, AL 35005

Contact: Derek or Mike Gooch

Work/Day: (205)674-8004

FAX: (205)674-8011

Email: gbody@bellsouth.net

Target Complete Date/Time: Days To Repair: 10

**Vehicle** 

2023 Dodge Charger Police 4 DR Sedan 8cyl Gasoline 5.7 HEMI 8-Speed Automatic

Lic Expire: VIN: 2C3CDXAT5PH551019

Veh Insp#:
Condition:
Ext. Color: ATOMIC SILVER MET
Ext. Refinish: Two-Stage
Ext. Paint Code: PSE,SSE

Mileage Type: Actual
Code: N3183F
Int. Color: Black
Int. Refinish: Two-Stage
Int. Trim Code: X5X9

Options - AudaVIN Information Received

2nd Row Head Airbags Adaptive Cruise Control Aluminum/Alloy Wheels
Amplifier Anti-Lock Brakes Auto Headlamp Control

Automatic High Beam Auxiliary Audio Input Black Grille

Color-Keyed Bumper(s)

Dual Airbags

Dual Exhaust System
Fuel Door Release

Compact Spare Tire
Dual Air Conditioning
Elect. Stability Control
Head Airbags

Heavy Duty Suspension

Keyless Entry SystemKeyless Ignition SystemKnee Air BagsLED BrakelightsLED Daytime Running LtsLED HeadlampsLaminated GlassLeather Steering WheelOverhead ConsolePower Door LocksPower LiftgatePower Mirrors

Power Rear Window Power Windows Pwr Accessory Outlet(s)
Rain-Sensing W/S Wipers Rear Bench Seat Rear View Camera
Rear Window Defroster Reverse Sensing System Security Alarm System

Rear Window Defroster Reverse Sensing System Security Alarm System
Side Airbags Special Factory Paint Sport Seats

Strg Wheel Radio Control Theft Deterrent System Tilt & Telescopic Steer
Tinted Glass Tire Pressure Monitor Touch Screen Display

03/05/2025 02:56 PM

Traction Control System Wireless Phone Connect

Trip Computer

Velour/Cloth Seats

# AudaVIN options are listed in bold-italic fonts

Damag	ges					······································			
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		Air Con							
4	E	755	01	Radiator	68050126AB	\$747.00		INC	SM
5	E	763		Shroud,Radiator	68050294AC	\$315.00		0.7	SM
6	E	1767		Seal,Radiator	68050130AB	\$104.00		INC	SM
7	N	968		A/C Evac Rechrg & Rc >> R1234 YF SYSTEM		\$250.00*		1.8	ME
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11	I	114	07	Side Mbr, Front Inner R High Strength Steel				4.0*	SM
12	L	114		Side Mbr, Front Inner R	T Refinish 0.9 Surface 0.2 Two-stage			1.1	RF
13	Ε	540		Cradle, Engine	68185029AA	\$1,340.00		6.0	ME
	RI	138		Skirt.Inner Fender LT	R & I Assembly	• •		0.5	SM
15	RI	139		Skirt,Inner Fender RT	R & I Assembly			0.5	SM
16	E	30		Shield, Engine Lower	68231862AA	\$340.00		INC	ME
17	E	1639		Shield, Engine Lower	68214815AA	\$118.00		INC	ME
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20	EC			COOLANT	Replace Economy	\$40.00*			SM
21	SB			ALIGHNMENT	Sublet Repair	\$89.95*			SM
22	EC			MISC CLIPS ETC	Replace Economy	\$45.00°			SM
		Items			•				
				MC Messag	8				
					EALER FOR EXACT PART #/F				

OEM Parts Other Parts Paint & Materials Parts & Material Total Tax On Parts Only		7.7	Hours @ \$-@ 10.	42.00 000%	\$5,477.00 \$335.00 \$323.40	\$6,135.40 \$581.20
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM) Mech/Elec (ME) Frame (FR)	\$60.00 \$105.00 \$70.00	7.6 7.6		14.6 9.4	\$876.00 \$987.00	
Refinish (RF) Labor Total	\$60.00	7.7		7.7 31.7 He	\$462.00	\$2,325.00
Sublet Repairs Gross Total Net Total		-		01.71	\$89.95	\$9,131.55 \$9,131.55

Alternate Parts Y/10/00/00/10/10 Cumulative 10/00/00/10/10 Zip Code: 35005 Default Rate Name Default

Audatex Estimating 10.30.137 ES 03/05/2025 02:56 PM REL 10.30.137 DT 02/01/2025 State Disclosure:AL © 2025 Audatex North America, LLC.

1.8 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

### **Op Codes**

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebit
UM= Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG= Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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# **Hendrick Collision Center Birmingham**

201 Sunbelt Parkway, Birmingham, AL 35211

Phone: (205) 909-2100 FAX: (205) 979-4923

Workfile ID: PartsShare: 006e50a7 8q3N9p

Federal ID: State ID:

Federal EPA:

45-1286943 010237400 ALD007960255

#### **Preliminary Estimate**

**Customer: City Of Tarrant** Job Number: 556665

Written By: Gary Shelley

Insured:

City Of Tarrant

Policy #:

Claim #:

Type of Loss:

Point of Impact: 21 Undercarriage

Date of Loss:

Days to Repair:

Owner:

**Inspection Location:** 

City Of Tarrant

(205) 603-8607 Cell

Hendrick Collision Center Birmingham

201 Sunbelt Parkway

Birmingham, AL 35211

Repair Facility

(205) 909-2100 Business

**Insurance Company:** 

**VEHICLE** 

2023 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI silver

VIN:

2C3CDXAT5PH551019 Interior Color:

Mileage In:

1,296

Vehicle Out:

License: 78217MU

**POWER** 

Power Steering

**Power Windows** 

**Power Brakes** 

Power Locks

**Power Mirrors** 

**DECOR** 

**Dual Mirrors** 

Tinted Glass

**Power Driver Seat** 

Overhead Console

CONVENIENCE

Exterior Color:

silver

Mileage Out:

State: AL

Production Date:

3/2023

Condition:

Job #: 556665

**TRANSMISSION** 

**Automatic Transmission** 

Intermittent Wipers

Air Conditioning

Tilt Wheel

FM Radio Stereo

Search/Seek

Drivers Side Air Bag

**Auxiliary Audio Connection** SAFETY

Rear Defogger

Cruise Control

Keyless Entry

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

Backup Camera Parking Sensors

Passenger Air Bag Anti-Lock Brakes (4)

4 Wheel Disc Brakes Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

**RADIO** 

AM Radio

**SEATS** Cloth Seats **Bucket Seats** 

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

**OTHER** 

Traction Control

Stability Control

Xenon or L.E.D. Headlamps

California Emissions

3/3/2025 11:37:31 AM 402744 Page 1

**Job Number: 556665** 

# **Customer: City Of Tarrant**

2023 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI silver

Line		Oper	Description	Part Number	Qty	Extended Price \$	Lab	OF	Paint
1	FRONT BUMPER	R & G	RILLE						
2			O/H front bumper				:	3.4	
3		Repl	Bumper cover	68267765AC	1	1,010.00	Ir	cl.	3.4
4			Add for Clear Coat						1.4
5	RADIATOR SUP	PORT	r						
6		Repl	Crossmember	5065240AH	1	402.00	(	).5	0.8
7		Repl	Front shield w/police	68231862AA	1	340.00	Ir	d.	
8		Repl	Splash shield RWD	68214815AA	1	118.00	(	).2	
9	1	Repi	RT Air guide 1-plece guide all	68212036AB	1	35.45	(	).1	
10		Repl	LT Air guide 1-piece guide all	68212037AB	1	36.50	(	).1	
11	COOLING								
12	1	Repl	Radiator	68050126AB	1	747.00	m 2	.3 M	
13			Deduct for Overlap				-(	.5 M	
14	1	Repl	Shroud	68050294AC	1	315.00	m (	.6 M	
15	#		antifreeze/coolant		2	60.00	Т		
16	#	Rpr	Pressure Test Cooling system				(	.5 M	
17		R&I	Reservoir				m (	.4 M	
18	AIR CONDITION	NER 8	k HEATER						
19	1	Repl	Condenser assy	68085784AA	1	717.00	m i	.5 M	
20			AC Service evacuate & recharge				m :	.4 M	
21			AC Service refrigerant recovery				m (	.4 M	
22			Deduct for Overlap				-1	.0 M	
23	#		Freon R1234yf		1	375.00	Т		
24	#		power steering fluid per quart		1	10.00	Т		
25	#		transmission fluid per quart		1	7.50	T		
26	FENDER								
27	:	Sect	LT Rail assy (HSS)	68504489AA	1	452.00	s !	.0 S	1.5
28			Overlap Minor Panel						-0.2
29			Add for Clear Coat						0.3
30	*	Rpr	RT Rall assy (HSS)				s	<u>.5</u> S	1.5
31			Overlap Major Non-Adj. Panel						-0.2
32			Add for Clear Coat						0.3
33	#	Rpr	set up and measure				3	.0 F	
34	ELECTRICAL								
35	#	Rpr	disconnect battery				(	.3	
36	*	R&I	Modulator				m j	<u>.6</u> M	
37	*	R&I	Fuse & relay box				9	.5 M	
38	ENGINE								
39		R&I	Air cleaner assy all				m (	.5 M	
40			Air inlet duct					.3 M	
41		R&I	Resonator					.2 M	
42	EXHAUST SYSTE	EM							

Cust	omer: City Of	Tarr	ant				Job	Number: 556	665
2023 D	ODG Charger Police	e RWD	(Fleet) 4D SED 8-5.7L Gasoline Sequer	ntial MPI silver					
43		Repl	RT Muffler & pipe w/police	68271453AB	1	1,515.00	m	1.0 M	
44	#	Repl	LT Muffler & pipe w/police	68271452AC	1	1,850.00		0.6 M	
45	FRONT SUSPE	NSIO	N						
46		Repl	Engine cradle	68185029AA	1	1,340.00	m	6.5 M	
47			Wheel alignment align four wheels				m	1.7 M	
48	WINDSHIELD								
49		R&I	Washer reservoir					0.4	
50	RESTRAINT SY	STEM	IS						
51		Repl	LT Retractor assy black	1HZ05DX9AI	1	439.00		0.7	
			Note: LABOR: Time is after center pilla	ir trim is removed.					
52		Repl	RT Ft impact sensor	68284054AA	1	15.00	m	0.3 M	
53		Repl	LT Ft impact sensor	68284054AA	1	15.00	m	0.3 M	
54	PILLARS, ROCI	KER &	FLOOR						
55	•	Repl	RT Shield	57010352AH	1	167.00		0.4	
56		Repl	LT Shield	57010353AH	1	167.00		0.4	
57		R&I	LT Center pir trim					0.4	
58	<b>FUEL SYSTEM</b>		•						
59	*	R&I	Fuel tank 5.7L				m	1.7 M	
60	#		drain fuel tank for removal		1			1.0	
61	REAR SUSPENS	SION							
62		Repl	RT Lower cntrl arm 5.4L,6.2L & 6.4L	68226529AB	1	280.00	m	1.6 M	
63		Repl	LT Lower cntrl arm 5.4L,6.2L & 6.4L	68226529AB	1	280.00	m	1.6 M	
64		Repl	Susp crossmember 5.7 liter w/police	68339962AA	1	1,130.00	s	7.0 S	
65			Deduct for Overlap					-0.5 S	
66			Deduct for Overlap					-0.5 S	
67		Repl	Difrntal assy 2.62 gear ratio w/posi-traction	68427793AA	1	1,140.00	m	Incl.	
68	MISCELLANEO	US OF	PERATIONS						
69	#	Refn	mask for primer						0.3
70	#	Refn	car cover for primer						0.2
71	#	Refn	mask for refinish						0.3
72	#	Refn	car cover for refinish						0.2
73	#	Refn	color sand and buff						0.8
74	#	Refn	color tint						1.0
75	#	Refn	feather prime and block						1.0
76	#		flex additive		1	5.00	T		
77	#		haz waste		1	5.00	T		
78	#		acid brushes		1	1.50	T		
79	#		boron drill bit		1	75.00	T		
80	#		corrosion protection/cavity wax		1	15.00	T	0.5	
81	#		grinding belts(per belt)		2	14.00	T		
82	#		seam sealer half tube		1	48.00	T	0.5	

Custo	Customer: City Of Tarrant						Job	Number: !	556665
2023 D	ODG Charg	er Police RWD	(Fleet) 4D SED 8-5.7L Gasoline Sequen	tial MPI silver					
83	#		weld thru primer		1	10.00	т	0.3	
84	#	Rpr	welder set up and destructive weld test					0.5	
85	#		welding paper		1	10.00	Т		
86	#	Rpr	adjacent panel repair and weld zone repair					0.5	0.5
87	#	Rpr	Cover exposed connectors					0.3	
			S	JBTOTALS	1	3,146.95		52.0	13.1

#### **ESTIMATE TOTALS**

Category	Basis		Rate	Cost \$
Parts				12,510.95
Body Labor	10.5 hrs	@	\$ 75.00 /hr	787.50
Paint Labor	13.1 hrs	@	\$ 75.00 /hr	982.50
Mechanical Labor	24.0 hrs	@	\$ 175.00 /hr	4,200.00
Frame Labor	3.0 hrs	@	\$ 110.00 /hr	330.00
Structural Labor	14.5 hrs	@	\$ 110.00 /hr	1,595.00
Paint Supplies	13.1 hrs	@	\$ 50.00 /hr	655.00
Body Supplies	39.3 hrs	@	\$ 10.00 /hr	393.00
Miseellaneous				636.00
Subtotal				22,089.95
Sales Tax	\$ 14,194.95	@	9.5000 %	1,348.52
Grand Total				23,438.47
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				23,438.47

ALL DAMAGED PARTS WILL BE DISCARDED, UNLESS CUSTOMER REQUEST PARTS TO BE SAVED. PLEASE DO THIS BEFORE REPAIRS BEGIN.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Customer: City Of Tarrant Job Number: 556665

2023 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI silver

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 02/17/2025, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### **SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber.

D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stalnless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

# **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 7<sup>th</sup> day of April, 2025 while in regular session on Monday, April 7<sup>th</sup>, 2025, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 7<sup>th</sup>day of April, 2025.



Laverne Knight, City Clerk

# CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA RESOLUTION NO. 9274

AUTHORIZING THE MAYOR TO DECLARE SHOTGUNS, SUB-MACHI GUIDE, RIFLE AND PISTOLS AS SURPLUS AND AUTHORIZING THE MAYOR TO SELL IN ACCORDANCE WITH RESOLUTIONS AND ORDINANCES PERTAINING TO SURPLUS PROPERTY.

WHEREAS, the City of Tarrant Police Department has requested that the following nine (9) shotguns, one (1) sub-machi guide lam M3A1, one (1) rifle, and sixteen (16) pistols be declared a surplus identified in Exhibit A; and

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

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday April 7<sup>th</sup>, 2025 at 7:00 pm as follows:

<u>Section 1.</u> That the Mayor is hereby authorized to declare those assets listed in the attached and labeled **Exhibit A** as surplus; and

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

<u>Section 3.</u> That the proceeds from the sell of the shotguns, sub-machi, rifle and pistols to return to the Police Department's FY 2025 Budget.

ADOPTED this the 7th day of April, 2025.

The City of Tarrant, Alabama

APPROVED:

WAYMAN NEWTON, MAYOR

ATTEST:

Dr. Laverne Knight, City Clerk

OFFICIA

# **EXHIBIT "A"**

Weapor	Make	Model	Caliber/	Serial Number
Shotgun	Winchester	1300	12g 3 inch	L444952
Shotgun	Remington	870 Magnu	12g 3 inch	X298845M
Shotgun	Remington	870 Magnu	12g 3 inch	C665167M
Shotgun	Remington	870 Magnu	12g 3 inch	C294050M
Shotgun	Remington	870 Magnu	12g 3 inch	A037055M
Shotgun	Remington	870 Magnu	12g 3 inch	X298816M
Shotgun	Remington	870 Magnu	12g 3 inch	O664959M
Shotgun	Remington	870 Magnu	12g 3 inch	A037056M
Shotgun	Remington	870 Magnu	12g 3 inch	O294056M
Sub-Mach	i Guide Lam	M3A1	45	4177.98
Rifle	Reising	50	0	8312
Pistol	Glock	0	40 cal.	GEP285
Pistol	Glock	22	40 cal.	FKL916
Pistol	Glock	22	40 cal.	GEP278
Pistol	Glock	22	40 cal.	GEP281
Pistol	Glock	22	40 cal.	GEP283
Pistol	Glock	22	40 cal.	FKL913
Pistol	Glock	22	40 cal.	FKL908
Pistol	Glock	22	40 cal.	GEP286
Pistol	Glock	22	40 cal.	FKL910
Pistol	Glock	22	40 cal.	FKL912
Pistol	Glock	22	40 cal.	FLZ833
Pistol	Glock	22	40 cal.	FKL914
Pistol	Glock	22	40 cal.	GEP282
Pistol	Glock	22	40 cal.	GEP284
Pistol	Glock	22	40 cal.	GEP428
Pistol	Glock	22	40 cal.	GEP 276

# **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 April 2025, while in regular session on Monday, April 7<sup>th</sup>, 2025, 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<sup>th</sup> day of April, 2025.

[SEAL]

OFFICIAL SEAL ALABAMATA

Dr. Laverne Knight, City Clerk

### CITY COUNCIL OF THE CITY OF TARRANT

# **RESOLUTION NO. 9275**

# A RESOLUTION AUTHORIZING THE PURCHASE OF A POLY BATTERY AND POLY HEADSET FOR THE TARRANT POLICE DEPARTMENT

WHEREAS, The Tarrant Police Department is in need of a Poly Battery and Poly Headset for City of Tarrant Police Department use; and

WHEREAS Tarrant Police Department has requested use of the said Poly Battery and Poly Headset for the Tarrant Police Department; and

WHEREAS, a quote in the amount of \$928.50 for the Poly Battery and Poly Headset is attached hereto as Exhibit A.; and

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 7,2025 at 7:00 p.m. as follows:

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

Section 2. That the Mayor is hereby authorized to expend funds not to exceed \$928.50 for the purchase of the Poly Batter and the Poly Headset for Tarrant Police Department.

Section 2. Said funds shall be paid from the City of Tarrant General Fund.

ADOPTED this the 7<sup>th</sup> day of March, 2025.

ATTEST:

Dr. Laverne

The City of Tarrant, Alabama

OFFICIAL

APPROVED:

WAYMAN NEWTON, MAYOR

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Who to prove the

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THE REPORT OF THE PROPERTY OF THE RESERVE

# EXHIBIT A



MOBILE COMMUNICATIONS AMERICA 4116 FIRST AVE. NORTH BIRMINGHAM, AL 35222

Phone: 205-591-8804 Fax: 205-595-7642

# QUOTATION 775009295

Page 1

Bill To:

Tarrant AL City of PO Box 170220 Tarrant, AL 35217 Ship To:

Tarrant AL City of 1604 Pinson Valley Pkwy Tarrant, AL 35217

Contact: Sherrie

Contact #: 205-849-2800

Contact:

Contact #:

Date: 04/03/2025		Customer #: 114991	Terms: NET 30 I	Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
100	7597742	Poly Battery for Poly CA22CD-SC	EA	79.50	79.50	
200	7582226	Poly CA22CD-SC - headset	EA	849.00	849.00	

Accepted By:	Da	te:		
Please contact customer representative by phone or email with any questi Customer Rep: Bobby Yancey		h any questions:	Subtotal :	\$928.50
			Tax:	
Phone #: Email:	bobbyyancey@callmc.com		Total Quote	\$928.50
Liliali.			Quote Valid for	30 Days.

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.



#### MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

The following Terms and Conditions ("T&Cs"), together with the terms of the relevant Quote, and any other documents incorporated herein by reference, constitute line sole and entire agreement ("Agreement") between Mobile Communications America. Inc. a Delaware corporation ("MCA") and the Buyer whose name appears on the signature page of the Quote ("Buyer"; MCA and Buyer are referred to collectively as the "Parties" and each, individually, a "Party") with respect to the equipment and/or parts ("Goods") and/or services ("Services"; collectively, the "Work") to be provided by MCA to Buyer in the Quote, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The quantity, quality and description of the Goods shall be as specified in an applicable Quote and/or any applicable specification agreed to in writing by the Parties. With respect to Services, any Quote is expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

By accepting a Quote, Goods or Services from MCA, Buyer's consent to this Agreement will be conclusively established regardless of the manner of acceptance. Buyer acknowledges and agrees to this Agreement and no other terms and conditions issued on Buyer's PO or other work/order form are incorporated or will apply unless agreed upon by both Parties in writing and signed by the Parties. This Agreement will prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and does not serve to modify or amend this Agreement. In the event of any conflict between these T&Cs and the Quote, these T&Cs shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control.

- INDEPENDENT CONTRACTORS. Neither the transactions contemplated by the Agreement or any other document between the Parties are intended
  to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as
  independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed
  employees of the other Party.
- 2. SHORTAGES AND DEFECTS OF GOODS: Buyer will be deemed to have accepted the Goods unless MCA is notified in writing of the rejection of any unit of the Goods within three (3) days of receipt. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Goods against which any claim is made. Buyer shall not return any Goods to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the rejected Goods to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.
- 3. PRICING AND PAYMENT: Pricing for the Services or the Goods, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Quote. All quotations reflect U.S. Dollars. Buyer acknowledges that prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust prices accordingly and/or cancel Quotes at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Quotes for any reason is reserved by MCA even if a previous quotation has been made. All payments must be made in U.S. Dollars. Payment shall be due and payable no later than thirty (30) days from the date of invoice. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Goods, until such time as MCA receives cleared available funds. Each Quote, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Payment shall not be withheld on account of any claim by Buyer against MCA. Buyer shall not and acknowledges that it will have no right, under this Agreement or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work in good faith to resolve the dispute as to the balance within thirty (30) days from notice of the disputed portion, at which point Buyer agrees to pay that portion whether an agreement has been reached or otherwise. Any invoiced amount which is not paid in accordance with this Agreement shall be considered overdue. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement. If services, installation and/or shipments (as applicable to a particular Quote) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Goods held for the Buyer shall be at the risk and expense of the Buyer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Quote then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.
- STANDARD TERMS WITHOUT CREDIT: If Buyer has not established preliminary credit with MCA, prepayment of the full amount of any invoice is required, unless such requirement is waived by MCA in its sole and absolute discretion.
- 5. STANDARD TERMS WITH CREDIT:
  - a. Up to \$50,000.00 within Net thirty (30) days after date of invoice submitted by MCA.
  - Over \$50,000.00 may require the below milestone payments:
    - 40% down once a Quote is accepted by MCA
    - 50% once materials shipped for Buyer's use
    - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.
- 6. NON-STANDARD CREDIT TERMS: Negotiable prior to Quote acceptance.

- NON-STANDARD PAYMENT TERMS: Non-standard payment terms which include cash payments and credit card payments by customers with eredit terms with MCA, may be subject to convenience fees, in MCA's sole and absolute discretion.
- LATE FEES: MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period, to charge Buyer interest at the rate of 1.5% on any past due amount.
- 9. TAXES: The prices stated in any quote or Quote may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Goods will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoked charges.
- 10. SECURITY INTEREST. Buyer grants to MCA a purchase money security interest in the Goods, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. MCA shall have the right to enter Buyer's premises and repossess and remove any Goods if full payment has not been timely received by MCA.
- 11. DELIVERY: Unless otherwise specifically stated in an agreement signed by the Parties, delivery of all Goods shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. The Goods shall be delivered to the delivery address stated in the Quote. Shipping or delivery dates are best estimates only. In either case during the Buyer's usual business hours. MCA will arrange for ground shipment through a carrier of its choice unless a specific carrier has been mutually agreed upon in writing by both Buyer and MCA. All shipping charges will be prepaid by MCA and subsequently added to the Buyer's invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Upon MCA's notification to the Buyer of delivery, or upon storing the Goods at the Buyer's request, the Buyer is deemed to have accepted the Goods, and thus, the ownership and all associated Babilities for the Goods at the Buyer's request, the Buyer is deemed to have accepted the Goods, and thus, the ownership and all associated Babilities for the Goods at the Buyer and all associated to the possession, use, or maintenance of the Goods, and the cost of any insurance coverage will not be included in the Product price unless explicitly requested by the Buyer at the time of Quote acceptance. Should the Buyer request MCA to insure the Goods, the associat
- 12. INSPECTION: MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Goods prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Goods will perform as articipated per the written guidelines of the applicable manufacturer of any particular Goods (each, a "Nanufacturer"), and if the Buyer so informs MCA within three (3) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such three (3)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.
- 13. CANCELLATION. In the event of a cancellation by Buyer for any reason, Buyer will be responsible for payment to MCA for all Goods received, all non-cancelable goods on order with third-party suppliers, as well as Services provided up to the date of cancelation as follows:
  - a. Goods: Buyer will pay the full price for all Goods that have been delivered and received, or which are in transit, whether to the project site or as Offsite Stored Materials, through the date that notice of cancellation is received by MCA. These Goods will be invoiced at the previously agreed-upon rates and payment will be made within 30 days of the date of invoice.
  - b. Goods on Order and Non-Carcetables Buyer will pay the full agreed upon price for all Goods that have been ordered specifically for the project and which cannot be carceted or returned for full reinfoursement. This includes any custom-made items or materials that were procured for the project. These Goods will be invoiced at the previously agreed-upon rates and payment shall be made within 30 days of the date of invoice.
  - c. Services Provided: Buyer will pay for all Services rendered by MCA up to the date notice of project cancellation is received by MCA. The Services will be invoiced at the previously agreed-upon rates and payment will be made within thirty (30) days from the date of the invoice. Services provided include but are not limited to consultation, design, tratalistion labor, project management, subcontracted services and any other services outlined in the Agreement.
  - d. Returnable or Cancelable Goods: May be returned at Buyer's expense and may be subject to restocking charges. Programmed Goods may be returned at MCA's discretion and will be subject to a reprogramming fee.

#### 14. WARRANTY:

- a. NANUFACTURER'S WARRANTIES. Manufacturers of the Goods provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer admondations and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
- b. LIMITED SERVICES WARRANTY. MCA warrards to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanifive manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) munitis following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).
   c. WARRANTY DISCLAIMER, EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT
- C. WARRANTY DISCLADMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- d. WARRANTY CONDITIONS. MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer dissovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (I) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer falled to follow MCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of MCA.
- e. EXCLUSIVE REMEDIES. Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.
- 15. AFFILIATES. MCA reserves the right, without prior notice to Buyer, to provide any Goods through, or cause any of its obligations under this Agreement to be performed by any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by the Agreement with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Quotes. For the purposes of this Agreement, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services to be provided to Buyer to a third party without Buyer's consent, provided that such adventracting will not release MCA from any of its obligations under the Agreement.
- 16. FORCE MAJEURE: MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explasion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, not or other civil unrest, embarques or blockades, rational or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain namessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.
- 17. GOVERNMENT CONTRACTS: In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Goods are purchased as Commercial Services or Commercial Goods, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Quotis—Commercial Goods and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of a Quote by MCA.
- 18. FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.
- 19. NON-SQLICITATION. MCA expends considerable resources including money, time, training, etc. to properly train and educate its employees. MCA experiences considerable financial and other harm when its employees are recruited and hired by customers. Therefore, Buyer agrees to not recruit or solicit any MCA employee until and after such employee has terminated his employment with MCA for a period of at least one (1) year. In consideration of MCA performing its services under this Agreement, Buyer acknowledges MCA's damages in such event and agrees to pay as liquidated damages for breach of this Section a one-time payment equal to five hundred (500) times the then standard technician hourly billable rate, which is currently \$200/hour.
- 20. PATENT, COPYRIGHT AND TRADEMARKS:
  - a. COPYRIGHT AND MASK WORKS: Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Goods ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the Goods which incorporate the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
  - b. REVERSE ENGINEERING: Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Goods furnished heraunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Goods. Since unauthorized use of such Manufacturer's Software and Goods will greatly diminish the value of such trade secrets.
  - c. LOGOS AND TRADENARIES: Buyer shall not have a right to use any trademarks, names, slogars, or designations of MCA or any manufacturer of Goods incorporated into or included in any Goods and/Services.
- 21. MUTUAL WAIVER OF SUBROGATION. Customer and MCA waive all rights against each other for damages caused by any loss, to the extent those losses are covered and paid by insurance, and except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indervolucation, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or inderectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Except for damages covered and paid by insurance (for which the Parties have waived rights of subrogation, as outlined elsewhere in this agreement), the Parties agree that MCA's aggregate liability for all claims, suits, actions and proceedings, however arising, directly or indirectly, under or relating to this agreement or its subject matter, including (but not limited to) those based on breach or rescission of contract or tort, shall not exceed, in the aggregate: (i) the fees paid by the Customer to MCA under this Agreement.
- 22. LIMITATIONS
  - a. LIMITATIONS OF MCA LIABILITY. IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESSEALE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSSE. NO ACTION SHALL BE GROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRULAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Both Parties agree that this waiver of consequential damages is a material inducement to enter into this Agreement.
  - b. MAXIMON LIABILITY. IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE

- PRICE OF THE PARTICULAR GOODS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
- EXCLUSIONS. Naturatestancing the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
- d. INSURANCE: It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under this Agreement. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Goods will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Goods sold herein.
- e. NO REPRESENTATIONS. MCA's representatives are only authorized to fill in the blanks on any agreement, sales Quote or quote form governed by this Agreement. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to the Agreement.
- 23. INDEPARTY. MCA agrees to Indemnify and hold harmiess the Customer, including its officers, directors, and employees, from and against all losses, damages, expenses, and dains, up to the amount of the Quote, but only to the extent caused solely by the grossly negligent acts or omissions of MCA in the performance of Services. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all dains, including claims asserted by third parties, and against any and all liabilities, losses, damages, expenses, itens, claims, demands, actions, judgments, adthements, briterest, awards, penalties, fines costs and expenses, including, without limitation, reasonable atterments' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision for death, personal injury, or property damage arising out of any negligent act or omission of Buyer, except to the extent such claims are contributed to by (i) the negligence or willful misconduct of MCA. Any Party seeking indemnify hereunder agrees to (i) notify the other Party in writing of any dains as soon as reasonably practicable; (ii) allow the other Party to control the defense of any such claim and related settlement regolitations; and (iii) reasonably cooperate with the other Party in any defense actions.
- 24. GOVERNING LAW AND VERIUE. This Agreement is governed by and construed in accordance with the laws of where the Project is located. In addition, the Parties hereto consent to the jurisdiction of any South Carolina state or federal court over any claims arising under or relating to this Agreement, or the relationship between them.
- 25. DISPUTES AND ATTORMETS' FEES. The Parties shall attempt in good faith to resolve any disputes, controversy, or claim arising out of this Agreement by negotiation between the representatives of each Party who have the authority to settle the dispute. As a precondition to commencing litigation of any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices), the Parties agree to participate in mediation with a mediator to be chosen by mutual agreement. If mediation is unsuccessful, any litigation shall take place in Spartantary County South Carolina, United States of America, which shall be the exclusive forum for resolving the dispute, controversy, or claim. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from this Agreement or any other agreement between the Parties. Should any dispute arise between the Parties regarding the interpretation, application, effect or enforcement of this Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.
- 26. ASSIGNPENT. This Agreement shall be binding upon and inure to the benefit of each Party and its respective heirs, successors, and assigns. The Buyer shall not assign in whole or in part these TBCs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign this Agreement or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantiatly all of the assets of MCA to such third party.
- 27. NOTICES. All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed indicated in the applicable signature block hereto, and given by electronic or USPS mail, with delivery confirmation, or an overright mail service that confirms delivery and shall be deemed to be given when received.
- 28. NON-WAIVER: The failure of MCA to insist, in any one or more instances, upon the performance of any such term, coverant or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, coverant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
- 29. SEVERABILITY: If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unartigrosable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 30. ENTIRE AGREEMENT. This Agreement, together with the Quotes and any Enhibits attached thereto, from time to time, sets forth the entire agreement and understanding between the Parties and supersectes all prior negotiations, agreements and understandings with respect thereto. No representations, statements, or inducements, oral or written, not contained herein shall band either Party. This Agreement may only be amended by a written document duly executed between the Parties. No waiver, alteration or modification of the Agreement shall be binding on MCA unless in writing and signed by an authorized signor of MCA.

# **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 7<sup>th</sup> day of April 2025, while in regular session on Monday, April 7th , 2025, 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 April, 2025.

[SEAL]



Dr. Laverne Knight City Clerk

### CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

#### **RESOLUTION No. 9276**

### A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT POLICE VEHICLE FROM ENTERPRISE FLEET MANAGEMENT.

WHEREAS, on 11/13/2024 a 2020 Chevrolet Tahoe pursuit vehicle, VIN # 1GNLCDEC9LR108980 sustained significant damage; and

**WHEREAS,** on March 17, 2025 during a regularly scheduled meeting, the City Council of the City of Tarrant agreed to accept the recommendation of the City's insurance provider that the subject vehicle was damaged beyond reasonable repair and that said vehicle should be replaced; and

WHEREAS, it is the desire of the City Council of the City of Tarrant to surplus said damaged vehicle and replace it with a new 2023 Dodge Charger pursuit vehicle through the City's agreement with Enterprise Fleet Management; and

**WHEREAS,** No public bids are required for this purchase as Enterprise Fleet Management is a Sourcewell approved vendor; and

**WHEREAS**, a quote for a new 2023 Dodge Charger pursuit vehicle is hereby attached as Exhibit A.

**BE IT RESOLVED by the City Council of the City of Tarrant, Alabama** while in regular session on Monday, April 7, 2025 at 7:00 p.m. as follows:

<u>Section 1.</u> That the preamble above is hereby adopted and incorporated as if fully set forth herein.

<u>Section 2.</u> That the City Council of the City of Tarrant authorizes the Mayor to enter an agreement with Enterprise Fleet Management for the lease of a new 2023 Dodge Charger pursuit vehicle to replace the foregoing damaged vehicle.

Section 3. That the City Council of the City of Tarrant hereby declares the 2023 Dodge Charger, VIN # 1GNLCDEC9LR108980 as surplus to be disposed of in a manner consistent with the recommendation of the City's insurance provider. All law enforcement added equipment to be removed and retained by Tarrant Police Department.

<u>Section 5.</u> That the City Council of the City of Tarrant hereby approves up to a variance of <u>5%</u> increase in cost from pricing shown for vehicle availability if pricing changes.

**Section 6.** The lease for the above-selected vehicles shall be paid from the City of Tarrant's general fund.

ADOPTED THIS THE 7<sup>TH</sup> DAY OF APRIL, 2025

Laverne Knight, Çity Clerk

		APPROVED:	
		Wayman Newton, Mayor	
ATTEST.	Mu det		

### EXHIBIT "A"



Quote No: 8742831

Date 03/27/2025 AE/AM WSM/LJE

Prepared For: City of Tarrant, Alabama

Bennett, Patrick

Unit # 28Z88G

Year 2023 Make Dodge Model Charger

Series Police 4dr Rear-Wheel Drive Sedan

Vehicle Order Type In-Stock Term 60 State AL Customer# 633785

\$ 47,932.00	Capitalized Price of Vehicle 1	rice of Vehicle 1 All language and acknowledgments conta				
\$0.00	* Lease/Rental Tax 0.0000% State AL	apply to all venicles that are	e ordered under this signed quote.			
\$ 41.00	* Initial License Fee	Order Information				
\$ 0.00	Registration Fee	Driver Name TBD				
\$ 600.00	Other: (See Page 2)	Exterior Color (0 P) Triple	e Nickel Clearcoat			
\$ 0.00	Capitalized Price Reduction	Interior Color (0 I) Black	w/Heavy Duty Cloth Bucket & Rear			
\$ 0.00	Gain Applied From Prior Unit	Lic. Plate Type Governme	nt			
\$ 0.00	* Security Deposit	GVWR 0				
\$0.00	Taxes					
\$ 48,532.00	Total Capitalized Amount (Delivered Price)					
\$ 808.83	Depreciation Reserve @ 1.6666%					
\$ 229.29	Monthly Lease Charge (Based on Interest Rate	e - Subject to a Floor) <sup>2</sup>				
\$ 1,038.12	Total Monthly Rental Excluding Additional S	Services				
	Additional Fleet Management					
	Master Policy Enrollment Fees					
\$ 0.00	Commercial Automobile Liability Enrollment					
	Liability Limit <u>\$0.00</u>					
\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0/0			
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge	\$ 0.0000 Per Mile			
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires <u>0</u>	Loaner Vehicle Not Included			
\$ 0.00	Additional Services SubTotal					
\$ 0.00	Tax <u>0.0000%</u>	State AL				
<b>A.1.000.10</b>						

Quote based on estimated annual mileage of 10,000

Current market and vehicle conditions may also affect value of vehicle)

'Quote is Subject to Customer's Credit Approval)

\$1,038.12

\$ 2.20

\$ 400.00

Votes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

#### ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

#### **LESSEE** City of Tarrant, Alabama

3Y TITLE DATE

**Total Monthly Rental Including Additional Services** 

Reduced Book Value at 60 Months

Service Charge Due at Lease Termination

#### INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended or the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup>Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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<sup>&</sup>lt;sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such naintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Quote No: 8742831

Aftermarket E	quipment Total
---------------	----------------

Artermarket Equipment Total		and the second s
Description	(B)illed or (C)apped	Price
Custom Equipment - All LED Federal Signal front and rear interior bars- with		
scene lighting and traffic director, 200W programable siren, etc	<u> </u>	\$ 9,993.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized	333	\$ 9,993.00
Aftermarket Equipment Total		\$ 9,993.00
Other Totals		
Description	(B)illed or (C)apped	Price
Estimate - Deliver To Client	С	\$ 600.00
Courtesy Delivery Fee	В	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 600.00
Other Charges Total		\$ 600.00



Quote No: 8742831

### **VEHICLE INFORMATION:**

2023 Dodge Charger Police 4dr Rear-Wheel Drive Sedan - US

Series ID: LDDE48
Pricing Summary:

 INVOICE
 MSRP

 Base Vehicle
 \$42,224
 \$43,085.00

 Total Options
 \$1,110.00
 \$1,200.00

 Destination Charge
 \$1,595.00
 \$1,595.00

 Total Price
 \$44,929.00
 \$45,880.00

#### SELECTED COLOR:

Exterior:

PSE-(0 P) Triple Nickel Clearcoat

Interior:

X9-(0 I) Black w/Heavy Duty Cloth Bucket & Rear Bench Seats or Heavy Duty Cloth Bucket Seats w/Vinyl Rear

### **SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
26A	Quick Order Package 26A	NC	NC
APA	Monotone Paint Application	STD	STD
C8	Heavy Duty Cloth Bucket & Rear Bench Seats	STD	STD
DFK	Transmission: 8-Speed Automatic (8HP70)	STD	STD
DLR ADJJ_	Dealer Adjustment	\$149.00	\$135.00
EZH	Engine: 5.7L V8 HEMI MDS VVT	STD	STD
GXQ	Additional Non-Key Alike Fobs	\$153.00	\$170.00
LBG	Front Reading/Map Lamps	\$77.00	\$85.00
LNF	Black Left Spot Lamp	\$211.00	\$235.00
LNX	LED Spot Lamps	\$136.00	\$150.00
LSA	Security Alarm	\$149.00	\$165.00
NAS	50 State Emissions	NC	NC
PSE_02	(0 P) Triple Nickel Clearcoat	\$86.00	\$95.00
ТВН	Full Spare Tire Relocation Bracket	\$149.00	\$165.00
TWW	Tires: P225/60R18 BSW Performance	STD	STD
UAG	Radio: Uconnect 4 w/7" Display	STD	STD
WEJ	Wheels: 18" x 7.5" Steel	STD	STD
X9_01	(0 I) Black w/Heavy Duty Cloth Bucket & Rear Bench Seats or Heavy Duty Cloth Bucket Seats w/Vinyl Rear	NC	NC

#### CONTIGURED FEATURES.

Body Exterior Features:

Number Of Doors 4

Rear Cargo Door Type: trunk

Driver And Passenger Mirror: power remote manual folding side-view door mirrors

Door Handles: body-coloured

Front And Rear Bumpers: body-coloured front and rear bumpers

Body Material: galvanized steel/aluminum body material

Grille: black grille

Convenience Features:

Air Conditioning manual dual-zone front air conditioning

Air Filter: air filter

\_ . \_ . . . .

Cruise Control: cruise control with steering wheel controls

Trunk/Hatch/Door Remote Release: power cargo access remote release

Fuel Remote Release: power fuel remote release

Power Windows: power windows with driver and passenger 1-touch down

Remote Keyless Entry: keyfob (front doors) remote keyless entry

Illuminated Entry: illuminated entry

Integrated Key Remote: integrated key/remote

Auto Locking: auto-locking doors

Passive Entry: Keyless Go proximity key

Valet Key: valet function

Trunk FOB Controls: keyfob trunk/hatch/door release

Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors

Front Cupholder: front and rear cupholders

Floor Console: partial floor console

Overhead Console: mini overhead console with storage

Glove Box: illuminated locking glove box

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins

IP Storage: bin instrument-panel storage

Driver Footrest: driver's footrest

Retained Accessory Power: retained accessory power Power Accessory Outlet: 1 12V DC power outlet

**Entertainment Features:** 

radio AM/FM/Satellite-prep with seek-scan Speed Sensitive Volume: speed-sensitive volume

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 6 speakers

1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps

Underhood Light: underhood light

Front Wipers: variable intermittent speed-sensitive wipers wipers with heating jets

Rear Window Defroster: rear window defroster

Tinted Windows: light-tinted windows
Front Reading Lights: front reading lights

Door Curb/Courtesy Lights: 4 door curb/courtesy lights Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance

Tachometer: tachometer

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Fair Distance Contion. Fair Sense real pairing sensors

Trip Computer: trip computer
Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Oil Temp Gauge: oil temperature gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock

Systems Monitor: driver information centre Check Control: redundant digital speedometer Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp. warning

Battery Warning: battery warning
Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

#### Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: spare tire mounted inside under cargo

Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Fuel Flap Locking Type: locking fuel flap included with power door locks

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Rear Child Safety Locks: rear child safety locks Ignition Disable: Sentry Key immobilizer Security System: security system

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-rollover

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints AntiWhiplashFrontHeadrests: anti-whiplash front head restraints

Rear Headrest Control: 2 rear head restraints Break Resistant Glass: break resistant glass

#### Seats And Trim:

Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

necining priver seat. Inditiditectioning driver and passenger seats

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt

Rear Seat Type: rear bench seat

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

LeatherSteeringWheel: leather/metal-look steering wheel

Interior Accents: chrome interior accents
Cargo Space Trim: vinyl/rubber cargo space

Cargo Light: cargo light

Standard Engine:

Engine 370-hp, 5.7-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

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### **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, while in regular session on Monday, April 7, 2025, 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 April, 2025.

Laverne Knight, City Gle

### CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

#### **RESOLUTION NO. 9277**

### A RESOLUTION AUTHORIZING THE PURCHASE OF LIMB LOADERS FOR TARRANT PUBLIC WORKS DEPARTMENT

WHEREAS, in order to provide adequate and timely services to the citizens of the City of Tarrant, certain equipment utilized by the Tarrant Public Works Department is in need of replacement; and

WHEREAS, current limb loader equipment (2012 Freightliner, 2017 Freightliner and 2020 Freightliner) have far exceeded estimated life expectancy (a 2006 limb loader was previously taken out of service as it was unable to be repaired); and

WHEREAS, due to the fact that the truck chassis and knuckle booms have exceeded their useful Xfe and the knuckle boom equipment is no longer being produced, (parts for the knuckle booms have to be special ordered or in many cases custom made), the cost of repairs and lost production time has exceeded or is anticipated to exceed the costs of new equipment over the next year; and

WHEREAS, comparative loss stimates from Enterprise Fleet Management and Truckworx for the purchase of replacement equipment is hereby attached as Exhibit A; and

WHEREAS, the City of Tarrant Public Works Department is hereby requesting that the City Council authorize Mayor Wayman Newton to enter into an agreement for the purchase of two (2) appropriately equipped limb loaders to provide critical trash pick-up services to the citizens of the City of Tarrant; and

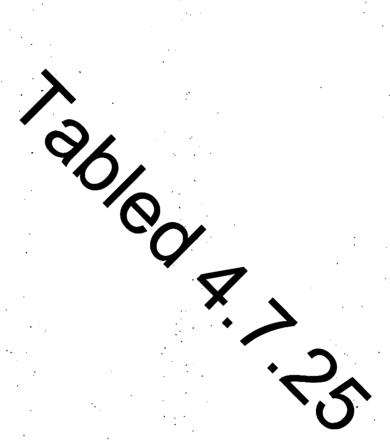
WHEREAS, it is further requested that the above referenced limb loader equipment, namely: 2006 Freightliner Loader, VIN 1FVACXDCX6HV57358, 2012 Freightliner Loader, VIN 1FVACXDT4CHBK2155, 2017 Freightliner Loader VIN 3ALACXDT3HDJE9319, be declared surplus to be sold or otherwise disposed of in a manner as allowed by state law.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 7, 2025 at 7:00 p.m. as follows:

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

Section 2. That the City Council of the City of Tarrant hereby acknowledges
that the City of Tarrant Public Works Department is in need of additional limb loader
equipment to provide critical trash pick-up services to the citizens of the City of Tarrant.
Section 3. That the Mayor is hereby authorized to purchase two (2)
appropriately equipped limb loaders as follows:
pursuant to the selected quotes attached hereto as Exhibit A, costs for which are not to
exceed \$ to be paid out in monthly installments.
Section 3. That the City Council of the City of Tarrant further declares the
following equipment to be surplus - 2006 Freightliner Loader, VIN
1FVACXDCX6HV57358, 2012 Freightliner Loader, VIN 1FVACXDT4CHBK2155,
2017 Freightliner Loader VIN 3ALACXDT3HDJE9319.
Section 3. Said Funds shall be paid from the City of Tarrant General Fund.
ADOPTED this the 7 <sup>th</sup> day of April, 2025.  APPROVED————————————————————————————————————
LAVERNE KNIGHT, CITY CLERK  CERTIFICATION OF CITY CLERK
STATE OF ALABAMA )
JEFFERSON COUNTY )
I,, the City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 7, 2025, and the same appears of record in the minute book of said date of said City.
Witnessed by my hand and seal of office this 7th day of April, 2025.
City Clerk

That the City Council of the City of Tarrant hereby acknowledges





Quote No: 8745036

Prepared For:	City of Ta	arrant, Alabama	·····	Date	03/17/2025		
•	Bennett,			AE/AM	WSM/LJE		
Unit#	28ZBMS						
Year	2025 N	flake *Kenworth Model *T380					
Series	Regular						
Vehicle Order Type	In-Stock	Term 60 State AL Customer# 633785					
\$ 270,978	3.00	Capitalized Price of Vehicle 1	All language and acknowled				
\$0	.00	Lease/Rental Tax 0.0000% State AL	apply to all vehicles that are	oraerea unaer this s	ignea quote.		
\$ 41	.00 •	Initial License Fee	Order Information				
\$ 0	0.00	Registration Fee	Driver Name TBD				
•	.00 *	Other:Courtesy Delivery Fee	Exterior Color White				
\$ 67,500		Capitalized Price Reduction	Interior Color		1		
•	0.00	Gain Applied From Prior Unit	Lic. Plate Type Governmen	t	i		
•	.00.	Security Deposit	GVWR 0				
\$0	0,00	Taxes					
\$ 203,478	3.00	Total Capitalized Amount (Delivered Price)					
\$ 3,391	1.16	Depreciation Reserve @ 1.6666%					
\$ 1,054.60		Monthly Lease Change (Based on Interest Rate - Subject to a Floor) <sup>2</sup>					
\$ 4,445.76		Total Monthly Centar Excluding Additional Services					
		Additional Fleet Management					
		Master Policy E colina Fee					
<b>e</b> 0	0.00	Commercial Automobile Arabilly Enrollment					
φu							
		Liability Limit \$0.00					
\$ 0	0.00	Physical Damage Manageme	Comp/Coll Deductible	0/0			
\$ 0	0.00	Full Maintenance Program <sup>3</sup> Contract Lies 50,000	OverMileage Charge	\$ 0.0500 Per Mile			
		Incl: # Brake Sets (1 set = 1 Axle) 0	#Tires 0	Loaner Vehicle Not	Included		
\$0	0.00	Additional Services SubTotal	-				
\$0	0.00	Tax <u>0.0000%</u>					
\$ 4,445	5.76	Total Monthly Rental Including Additional Services					
\$ 8	3.40	Reduced Book Value at 60 Months					
\$ 400	0.00	Service Charge Due at Lease Termination					
			• •				

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fieet Management) will be the Lessor of such vehicle under the Master Open -End (Equily) Lease Agreement and shall have all rights and obligations of the Lessor under the Mester Open - End (Equily) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lesse Agreement until the vehicle is sold.

### ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

#### LESSEE City of Tarrant, Alabama BY

TITLE DATE

INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre-delivery interest charge. Lessee hereby assigns to Lesser any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lesser to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

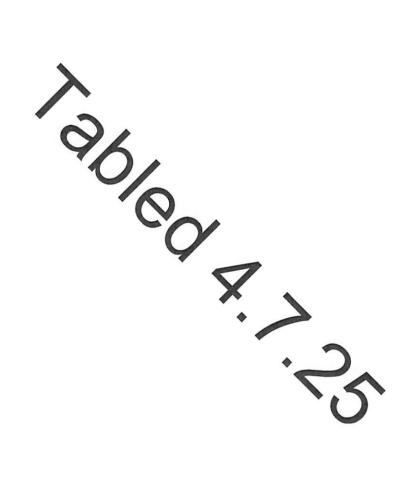
3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstending the inclusion of such references in this [invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessec solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessec and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Quote No: 8745036

Aftermarket Equipment Total

Altermarket Equipment Total		
Description	(B)illed or (C)apped	Price
Legacy Truck Body - BRUSHAWG BODY	С	\$ 135,000.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 135,000.00
Aftermarket Equipment Total		\$ 135,000.00





Quote No: 8745036

### VEHICLE INFORMATION:

2025 \*Kenworth \*T380 Regular cab - US

Series ID: Regular cab

Pricing Summary:

Base Vehicle \$135,918  Total Options \$0.00  Destination Charge \$0.00	\$135,918.00
	\$0.00
Base Vehicle \$135,918	\$0.00
	\$135,918.00
INVOICE	MSRP

### SELECTED COLOR:

Exterior:

-White

Interior:

SELECT	ED	OPT	IONS:

1041399 1160213	AIR CLEANER COMPOSITE ENGINE MED FOR 2.1M MD	\$0.00		
1160213		φυ.υυ	\$0.00	
	BUG SCREEN FRONT OF GRIZE	\$0.00	\$0.00	
1321102	FUEL FILTER	\$0.00	\$0.00	
1500029	KENWORTH FUEL COOLER	\$0.00	\$0.00	
2410244	J1939 PARK BRAKE AUTO NUETRAL	\$0.00	\$0.00	
3200557	REAR AXLE RATIO 5.57	\$0.00	\$0.00	
5900004	REAR WHEEL/RIM QUANTITY: 4	\$0.00	\$0.00	
6056600	FRAME RAILS: 10-3/4 X 3/8" STL 337-416"	\$0.00	\$0.00	
6308715	BUMPER: AERODYNAMIC CHROME	\$0.00	\$0.00	
6321010	FRONT TOW LOOPS: 2	\$0.00	\$0.00	
6409902	BATTERY BOX LOCATION: RH SIDE	\$0.00	\$0.00	
7140050	FUEL TANK: 50 GAL D-SHAPE RECT AL UND	\$0.00	\$0.00	
8024311	CAB: STAMPED ALUM CURVED WINDSHIELD	\$0.00	\$0.00	
8108011	HTR/AIR CON W/DEFROST & AUTO TEMP CTRL	\$0.00	\$0.00	
8478051	RD SEAT: KW TOOLBOX 2MAN BENCH VINYL	\$0.00	\$0.00	
8841411	AIR HORN: SINGLE UNDER CAB	\$0.00	\$0.00	
8890874	KENWORTH CAB AIR SUSPENSION	\$0.00	\$0.00	

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- ARBITRATION. Any controversy or claim arising out of or relating to this transaction or otherwise relating to any past or future transaction between Buyer or anyone claiming through Buyer and Dealer shall be submitted to arbitration in the bunty in which the dealership is located, in accordance with the rules of the American Arbitration Association. Any arbitration will be on an individual not a class basis. Any dispute regarding the interpretation of this agreement, including readth, scope and arbitrability, shall be arbitrated. Judgement upon any award rendered in such proceedings may be entered in any court having jurisdiction thereof, and the parties hereto submit to the jurisdiction of all State and Federal burst having venue in the county in which the dealership is located. This provision does not apply to disputes less than \$10,000.
- 2. DEFINITIONS. As used in this "Buyer's Order", the terms (a) "Dealer" shall mean the authorized Dealer to whom this Buyer's Order is addressed, its successors and assigns, and who shall become a party hereto by its acceptance hereof, (b) "Buyer" shall mean the party executing this Buyer's Order, and (c) "Manufacturer" shall mean the division or corporation that manufactured the equipment described in this Buyer's Order, it being understood by Buyer that Dealer is in no respect the agent of Manufacturer.
- 3. DOCUMENTARY/SERVICE FEES. A document/service fee is not an official fee and is not required by law. However, it maybe charged to a buyer/lessee for the handling of documents and the performing of services related to the sale or less and may include dealer profit. This notice is required by regulation of the MississippliMotor Pchicle Commission. This fee Includes a good faith estimate of the average of the costs incident to the performance of these services and does not necessarily reflect the actual costs to the dealer. The actual costs of performing these services on any particular motor vehicle may be more or less than charged in this transaction. If the actual costs are more than charged, then such additional actual costs reduces the dealer's profits. If the actual costs are less than charged, then such amount over the actual costs incurred constitutes additional profit to the Dealer.
- . INSURANCE. The Dealer has an agent licensed to sell various type of insurance including, but not limited to, physical damage insurance, liability insurance, credit life insurance, accident health insurance, and others. If you purchase an surance through the Dealer, the Dealer may receive a commission. While the financing agreement does not require physical darnage insurance and sometimes liability insurance, no other insurance is required in order for the Buyer to urchase or to finance the equipment. The Buyer is free to select the insurer and/or agent of his/herchoice for any such insurance.
- 5. FINANCING. Buyer is free to seek financing from any source in connection with the purchase of the equipment described herein. If Buyer so desires, Dealer can assist Buyer in attempting to obtain financing. If Buyer requests Dealer's assistance in obtaining financing, Buyer agrees to make full and truthful disclosure of all information requested in any credit application and authorizes Dealer to investigate and verify such information. Dealer makes no warranty that it can obtain financing for Buyer. If Dealer does obtain financing for Buyer, Dealer makes no warranty that it can obtain financing for Buyer. If Dealer does obtain financing for Buyer agrees to make full and truthful disclosure of all information requested in any credit application and authorizes Dealer to investigate and verify such information. Dealer makes no warranty that it can obtain financing for Buyer. If Dealer does obtain financing for Buyer agrees to make full and truthful disclosure of all information requested in any credit application and authorizes Dealer to investigate and verify such information. Dealer makes no warranty that it can obtain financing for Buyer agrees to make full and truthful disclosure of all information requested in any credit application and authorizes Dealer to investigate and verify such information.
- 6. LIMITATION OF DAMAGES. The Dealer shall not be liable for damages due to delays caused by Manufacturer, accidents, strikes, or other causes beyond the control of the Dealer. In addition, the Dealer shall not be liable for consequential, incidental, or any other damages in any event.
- 7. MANUFACTURER'S MODIFCATIONS. Manufacturer has reserved the right to change the design, accessories and parts of any new equipment at any time withoutnotice. Dealer reserves the same right with respect to Buyer as to any equipment which maybe ordered by the Buyer from the Manufacturer et earlies price listed on this Buyer's Order is based on the Manufacturer's price to Dealer as of the execution of this Buyer's Order. Buyer agrees to bear any increase in Manufacturer's price to Dealer subsequent to the execution of this Buyer's order.
- ccept delivery of the equipment described herein, Dealer may at its election (1) retain Buyer's deposit as liquidated damages, or (2) resell the equipment a without limitation, costs of collection and a reasonable attorney's fee. 8. DEALER'S REMEDIES. In the event Buyer cancels this Buyer's Order, recover from Purchaser all damages suffered as a result of Buyer's dr
- . FURTHER ASSURANCES. At the Buyer's cost and expense, upon request of the ause to be done such further acts as may be reasonably necessary or proposite the yer shall duly execute and deliver, or cause to be duly executed and delivered, to the Dealer such further instruments or documents and do and the Dealer to carry out more effectively the provisions and purposes of this agreement.
- 10. CONDITION OF EQUIPMENT. New equipment may have suffered damning mechanical or body repairs and/or may have been involved in accidents. The thad mechanical repairs performed, either prior to or after delivery to the Dealer by the manufacturer. Used equipment may have undisclosed vesentations or warranties as to any such damages or repairs.
- quipment, or remedying any defects, the rendering of such assistance shall not under any circumstances be deemed an admission sibility to Buyer. 11. DEALER ASSISTANCE. If at any time Dealer shall render assistance of any kind or acknowledgment by Dealer of the existence of any warranty under which Dealer
- 12. CHANGES IN APPLICABLE TAXES. Buyer agrees to pay all taxes, impositions or charges ower any cern forth herein include taxes, impositions or charges in effect to the best of Dealer's knowledge as of the pay tion Furthermore, Buyer agrees to reimburse Dealer for any taxes, impositions or charges owed that Dealer falls. ntal body or entity under applicable lawarising from Buyer's purchase of the equipment described in this Buyer's Order. Prices set this Buyer's Order. Buyer agreess to bear any additional taxes, impositions or charges in effect at the time of delivery, ect from Buyer at the time of delivery.
- or implied, that odometer readings on used vehicles reflect the actual mileage traveled by said vehicles. 13. DEALER ODOMETER DISCLAIMER. Unless otherwise required by law, Dealer makes no represen
- ne full purchase price for the equipment described in this Buyer's Order is received by Dealer, Dealer shall reserve title 14. DEALER'S RESERVATION OF RIGHTS PENDING RECEIPT OF FULL PAYMENT. Regardless of the method of p
- pment as when it was appraised. If any substantial change has occurred, or more than 30 days has a value of the equipment.

  Ent to be traded in a gyeragrees to pay any and all taxes owed on said equipment at the time of trade 1. The equipment traded in by Buyer to Dealer is to be delivered in substantially the same condition and with the same accessorite and or appment as when i elapsed since the original appraisal, the equipment will be reappraised and the trade-in-price modified in accordance with the reappraised in the equipment of the equipment
- eragrees to pay any and all taxes owed on said equipment at the time of trade in.

  Wiens, encumbrances and claims of any kind or nature, except as noted below.

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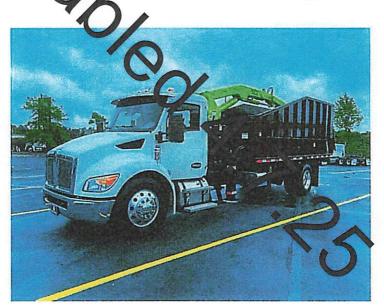


### PROPOSAL SUMMARY

Prepared for:

# City of Tarrant

T380 3 000 GVW Brushawg Loader



\$270,918





Attn: City of Tarrant

March 25, 2025

Dear City of Tarrant Administration:

Truckworx is proposing lowest cost ownership by offering the most aggressive residual value to the counties and municipalities.

We currently have 2 Brushawg Knuckle Boom Trucks available!

White

Steel/ Aluminum

5.57

2 speed

11R22.5

Fan hub Horton

2025 T380 33,000 GVW Brushawg Loader 300 HP (7 Liter)

**Engine Cummins** 

Transmission Allison

w/PTO

Front Axle Dana Spicer Rear Axle Dana Spicer

Cab to Axle for Dump Truck Color Tires

Wheels

Ratio Fan hub on/off or Two

speed fan hub

Price \$270,918 Buy Back Available

worx.com please copy on all orders. Cell CC File: chrisbi@true

number: 256.997.7244

**Audrey Freeman Carl Cummings Government Truck Sales** 

Thank you for your consideration regarding a Kenworth Truck. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!



### PROPOSAL SUMMARY

Prepared for:

# **City of Tarrant**

SA Pac Mac KB20



\$271,300





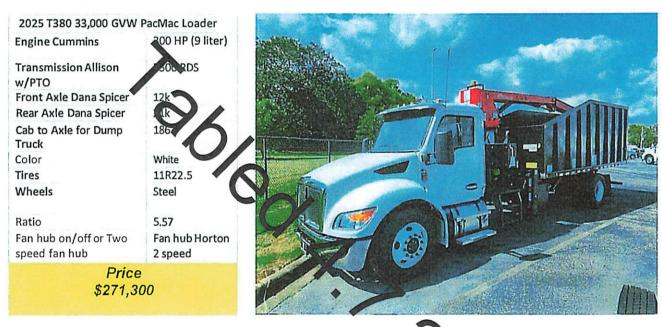
Attn: City of Tarrant

March 25, 2025

Dear City of Tarrant Administration:

Truckworx is proposing lowest cost ownership by offering the most aggressive residual value to the counties and municipalities.

We currently have 1 Pac Mac Knuckle Boom ready for delivery and more on order.



CC File: <a href="mailto:chirolagne:chirolag

Audrey Freeman

Carl Cummings

Government Truck Sales

Thank you for your consideration regarding a Kenworth Truck. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!



Audrey Freeman Truckworx 2220 Finley Boulevard Birmingham, AL. 35234 Office: 205.326.6170

Cell: 334.224.2509 Email: audreyf@truckworx www.TRUCKWORX.com

Attn: City of Tarrant

Please see the proposal from Truckworx below.

We have Peterson Knuckle Booms on order with the expected completion in late summer / fall.

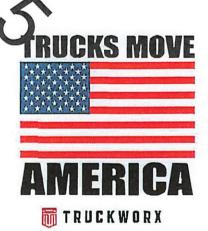
2026 T280 26,000 GVW Peterson Loader **Engine Cummins** 300 HP (9 liter) 3500 RDS Transmission Allison w/PTO Front Axle Meritor 10k Rear Axle Dana Spicer Cab to Axle for Dump Truck Color Whit Tires 11R2 Wheels Steel Ratio 5.57 Fan hub on/off or Two Fan hub Horton speed fan hub speed **Cooling Module** 1000 square inches **Front Tow Hooks** 2 160 amp Alternator Total Price \$274,524



\*Truck Pictared is an example

Thank you for your consideration regarding a Kenworth Truck. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

Audrey Freeman Carl Cummings Government Truck Sales



#### **RESOLUTION NO. 9278**

## A RESOLUTION APPROVING A LOCAL MATCH TO CLASSTRAN FOR CERTAIN TRANSPORTATION SERVICES WITHIN THE CITY OF TARRANT, ALABAMA.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, April 7, 2025, at 7:00PM, a quorum being present, as follows:

- 1. The City Council of the City of Tarrant, Alabama, ("City Council"), having received a request from ClasTran, a specialized transit company part of the Birmingham Regional Paratransit Consortium, for a local match contribution of \$3,000.00 finds it in the best interest of the citizens of the City of Tarrant, Alabama, ("City") to approve the payment of the match in order to assist ClasTran in offsetting certain cost increases as explained in its correspondence in order to make this public transportation service as affordable as possible for the citizens and residents of the City. (See letter from ClasTran and Invoice attached as Exhibit "A.")
- 2. The City Council hereby approves the payment of \$3,000.00 to ClasTrans with the amount being paid from the City's general fund.
- 3. This Resolution shall become effective immediately upon its adoption by the City Council or as otherwise becoming law.

Adopted this the 7th day of April, 2025.

The City of Tarrant, Alabama

	By:	
	Its:	
TARPINI		
OFFICIAL T		

Laverne Knight, Ph.D., City Clerk

### Exhibit A

### ClasTran Correspondence and Invoice



### Central Alabama's Specialized Transit A Project of the Birmingham Regional Paratransit Consortium

June 13, 2024

Mayor Wayman Newton City of Tarrant P.O. Box 170220 Tarrant, AL 35217

Re: ClasTran 2025 Local Match

Dear Mayor Newton,

We would like to express our gratitude to you, on behalf of our Board of Directors, customers and employees at Clastran, for your past support. The quality transportation provided by Clastran is essential for the people we serve as well as their families and care takers. Transportation is provided to dialysis and medical appointments, adult day care facilities and other essential destinations such as access to many kinds of health care, food shopping and other basic needs necessary to maintain quality of life.

Over the past year, we have experienced notable cost increases in several key areas. ClasTran has experienced rising wages in order to retain skilled staff and reliable drivers. Our bus fleet requires equipment updates, maintenance and fuel for dependable transportation for our clients. Considering the building expense, we have had an increase in rent and higher utility expenses.

The rise in costs have strained our budget leading to challenges. With your city's contribution of \$3,000.00 in funding, we can address these rising costs effectively. This will enable us to maintain our current level of service, implement cost savings and enhance our operational efficiently.

Since the average cost per trip is \$41, if the consumer is charged a fee, and a small amount can come from the reduced 5310 grant, your city would need to contribute \$3,000.00 to help keep this vital service for your citizens. Please consider this request as your community relies on ClasTran for transportation. Our elderly and disabled citizens require this service every day.

Payments may be spread over 12 months or made quarterly as necessary. If you have any questions, please feel free to call me at 205-325-8787 or email me at sspencer@clastran.com.

Thank you.

**Executive Director** 



**City of Tarrant** 

P.O. Box 170220

Name

Address

### Birmingham Regional Paratransit Consortium

P O Box 10386 Birmingham, AL 35202

Phone: (205) 325-8787 Fax: (205) 325-8788

Invoice No. Tarrant 2025

3/27/2025

**Local Match** 

Date

Invoice

City	Tarrant State AL ZIP	35217	
Attn / Phone	Attention: Shayla Myricks		FY2025
Quantity	Description	Unit Price	Total
1	Clastran 2025 Local Match	\$3,000.00	
	USING NON-FEDERAL PROGRAM FUN MAXIMUM FEDERAL TRANSIT ADMINIST	DS TO ACCESS RATION SUBSIDY	
0	Cash	SubTotal	\$3,000.00
<ul><li>©</li><li>Check</li></ul>		TOTAL	\$3,000.00
Amou	nt Date Received	Office Use Only	

THANK YOU FOR THE OPPORTUNITY TO PROVIDE TRANSPORTATION SERVICES TO JEFFERSON AND SHELBY COUNTY PARTICIPANTS

### **CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 7th day of April, 2025, while in regular session on Monday, April 7, 2025, 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 April, 2025.

ayerne Knight, Ph.D., City Clerk

# CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA RESOLUTION NO. 9279

### A RESOLUTION APPROVNG THE CITY OF TARRANT 2025 NEIGHBORHOOD CLEANUP INITIATIVE

WHEREAS, The City of Tarrant strives to facilitate a beautiful environment where residents have peaceful and pleasant surroundings in which to take pride, and believes that this will improve health and quality of life for residents; and,

WHEAREAS, the City of Tarrant hopes to build on the successes of neighborhood groups, youth organizations, churches, and community leaders in building new relationships that bring the community together and increase social capital; and,

WHEREAS, the City of Tarrant wants to empower our young people to take ownership of their community and to connect to and learn from older community members and corporate partners, so that they learn and grow into a new generation of leaders; and

WHEREAS, an annual community involved clean-up is required by the City's ADEM permit by each year; and

**WHEREAS**, the 2023 and 2024 community clean-ups resulted in the removal of over 20,000 lbs. of trash, recycling and debris from our neighborhoods.

WHEREAS, the City of Tarrant appreciates the continued support from Jefferson County Stormwater Management and our community partners to develop and execute this annual project.

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant,

Alabama while in a regular session on Monday, April 7, 2025 at 7:00 pm as follows:

- Section 1. The above-stated preamble is hereby adopted and incorporated as if fully set forth herein.
- Section 2. That a city-wide community clean-up is hereby scheduled to take place from 9:00 a.m. until 3:00 p.m. on Saturday, May 3, 2025.
- Section 3. That the City of Tarrant Public Works Department is hereby authorized to coordinate, oversee and spearhead efforts to clean-up the neighborhoods of the City of Tarrant in conjunction with community members and that the Mayor is authorized to approve necessary overtime for this event.

Section 5. That the Mayor is hereby authorized to receive donations of gloves, trash bags, and litter poles from Jefferson County Stormwater Management.

Section 6. That the Mayor is hereby authorized to make expenditures not to exceed \$1,600 to place dumpsters throughout the City as follows – one (1) 30-yard dumpster in each District on May 3, 2025 for the time period 9:00 a.m. to 3:00 p.m. and two (2) 30-yard dumpsters to be placed on the empty lot adjacent to City Hall for the time period May 3 – 12, 2025.

Section 5. That the Mayor is hereby authorized to make expenditures not to exceed \$450.00 for miscellaneous event expenses, including additional gloves, water, event signage and the replacement of lost litter poles.

**Section 6.** All expenditures shall be made from the City of Tarrant General Fund.

APPROVED AND ADOPTED THIS 7<sup>TH</sup> APRIL, 2025.

OFFICIAL OFFICIAL	APPROVED:	
ATTEST * SEAL	/	Wayman A. Newton, Mayor
Laverne Knight, City Clerk	_	

### **CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA )
JEFFERSON COUNTY )

Witness my hand and seal of office this 7th day of April, 2025.

### CITY COUNCIL OF CITY OF TARRANT,

#### **ALABAMA RESOLUTION NO. 9280**

### A RESOLUTION AUTHORIZING THE REIMBURSEMENT OF ACCOMODATIONS FOR THE CITY CLERK AT THE SPRING 2025 TRAINING

WHEREAS, the City of Tarrant City Clerk, in her capacity is an employee of the City of Tarrant; and

WHEREAS, the City Clerk receives a significant amount of information relating to her employment and the employment of others within the City of Tarrant at the training/conferences provided by the Alabama League of Municipalities; and

WHEREAS, the City Clerk has attended previous certain training/conferences for years 2023 and 2024 without submissions of reimbursement for meals and travel mileage costs to the finance department; and

WHEREAS, as the City of Tarrant recognizes the City Clerk and her role as an employee of the City of Tarrant, and it is necessary and proper for the City of Tarrant to reimburse all costs associated with her accommodations from the Spring 2025 Training at Tuscaloosa, Alabama as identified in Exhibit 'A.'

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 7, 2025 at 7:00 p.m. as follows:

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

<u>Section 2.</u> That the Mayor is hereby authorized to approve payment of, as an employee of the City of Tarrant.

<u>Section 3.</u> All expenditures shall be made from the City of Tarrant General Fund.

<u>Section 4.</u> This Resolution shall become effective immediately upon its passage.

ADOPTED AND APPROVED THIS THE 7th DAY OF APRIL, 2025.

TARRY	The City of Tarrant, Alabama
SEAL **	APPROVED: WAYMAN NEWTON, MAYOR

Dr. Laverne Knight, City Clerk

1111111111111111111111

### EXHIBIT A

Date Submitted	March 10, 2025				
Name of Employee	Laverne Knight	REQUIRED FO			
Traveler Address		The state of the s	nference ation for	ce or class orm(s)	
E-mail Alias	cityclerk@tarrant.gov	REQUIRED FO	OR REI	MBURSMENT	
Phone	659.268.5277	*Mapquest d	irection	s calculating	
Department		mileage from 0	or chec	k-out receipt	
Destination	Tuscaloosa, Alabama	*Legible	e food r	eceipts	
Departure Date	March 4, 2025	FAILURE TO	ATTACH	REQUIRED	
Return Date	March 7, 2025		DOCUMENTATION MAY RESULT IN NONE REIMBURSEMENT.		
Purpose of Travel	City Clerk Training				
Total Advance Requested	\$	0.00			
Department Head Signature		Date Approve	d		
City Clerk's Approval	Llu oht	Date Signed		3/10/25	
Mayor's Approval	The state of the s	Date Signed		7, ,	
Anticipated Expenses					
Type of Expense	travel, registration, lodging, meals,	Daily Expenses (Except Airfare)	# of Days	Total Expenses	
Airfare/Mileage	.65.5 x 59 miles x 2 = 77.29			\$77.29	
Ground Transportation					
Conference/Registration Fees	285			\$285.0	
Lodging	406.05			\$406.0	
Meals and Tips	21.42			\$21.4	
Miscellaneous				\$0.00	
Miscellaneous					

By signing and submitting this form you agree that the requested funds will be used for the purposes of official City of Tarrant buisness.



### Transaction Details

Date	Description		Amount	Rewards
Mar 07, 2025	CANDLEWOOD SUITES TUSCALOOSA AL		\$376.05	380 points
	Additional Details			
	Purchased On Mar 04, 2025 09:		Τ	
	Posted On	Mar 08, 2025		
	Purchase Method	Online		
	Cardmember Name	Laverne J Knight		
	Spend Category	Lodging - Holiday Inns		
Merchant Details Candlewo		Candlewood Suites		
		United States		

Website

CITY OF TARRANT
VENDOR NAME: Laverne Knight

TARRANT, ALABAMA

35217

DATE: 3/20/2025

VENDOR NO:

NO. 54834

3285 CHECK AMOUNT: \$362.29

DATE

ACCOUNT NUMBER

INVOICE NUMBER

P.O. NUMBER

**AMOUNT** 

3/20/2025 01-6000-170

03102025

362.29

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

CITY OF TARRANT

PHONE (205)849-2800 1133 EAST LAKE BLVD TARRANT, ALABAMA 35217 GENERAL FUND ACCOUNT REGIONS BANK

TARRANT, AL VOID AFTER 90 DAYS NO. 54834

61-1 620

\*\*\*\*\*362 DOLLARS AND 29 CENTS

DATE

**CHECK NUMBER** 

AMOUNT

PAY TO THE ORDER OF

3/20/2025

54834

\$362.29

Laverne Knight



Fracus Phreator

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FOR FINAN	/ WRITE / STAMP BELOW THIS LINE CIAL INSTITUTION USAGE ONLY*	
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* SECURITY FEATURE  SECURITY FEATURE  Heat Sensitive Lock Icon  Toner Adhesion  True Watermark  Fluoraccont Fibers	S LISTED BELOW EXCEED INDUSTRY STANDAY  DESCRIPTION FOR FEATURE Responds to heat loon will fade when rubbed briskly. Chemical applied to the sheet that fuses the toner to the document when run through a laser printer. Watermark applied at paper mill. Hold up to light to verify. Invisible Fibers milled listo the paper that become visible under ultraviolet fight.	
* SECURITY FEATURE Heat Sensitive Lock Icon Toner Adhesion Trus Watermark Fluorescont Fibers Chemical Reactivity	S LISTED BELOW EXCEED INDUSTRY STANDAR  DESCRIPTION FOR FEATURE Responds to heat loon will fado when rubbed briskly. Chemical applied to the sheet that fuses the toner to the document when run through a laser printer. Watermark applied at paper mill. Hold up to light to verify, invisible Fibers milled lists the paper that become visible under ultraviolet fight. Paper reacts to chemical alteration leaving a visible stain on the paper.	)
* SECURITY FEATURE  SECURITY FEATURE  Heat Sensitive Lock Icon  Toner Adhesion  True Watermark  Fluoraccont Fibers	S LISTED BELOW EXCEED INDUSTRY STANDAY  DESCRIPTION FOR FEATURE Responds to heat from will fade when rubbou briskly. Chemical applied to the sheet that fuses the toner to the document when run through a laser printer. Watermark applied at paper mill. Hold up to light to verify. Invisible Fitters milled listo the paper that become visible under uttraviolet light. Paper reacts to chemical alteration leaving a visible stain on the paper. Colored Pattern protects against alteration. Alerts financial institutions and criminals that frau	)
* SECURITY FEATURE Heat Sensitive Lock Icon Toner Adhesion Trus Watermark Fluorecout Fibers Chemical Reactivity Colored Background	S LISTED BELOW EXCEED INDUSTRY STANDAR  DESCRIPTION FOR FEATURE Responds to heat Icon will fade when rubbed briskly. Chemical applied to the sheet that fuses the toner to the document when run through a laser printer. Watermark applied at paper mill. Hold up to light to verify. Invisible Fibers milled listo the paper that become visible under uttraviolet light. Paper reacts to chemical alteration leaving a visible stain on the paper. Colored Pattern protects against alteration Alerts financial institutions and originals that frau deterrent security features are present. Border Signature Line and Backer contain micro	de di
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© Padrock design is a certification mark of the Check Payment Systems Association

### **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 7<sup>th</sup> day of April 2025, while in regular session on Monday, April 7th , 2025, 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<sup>th</sup> day of April, 2025.

[SEAL]



Dr. Laverne Knight, City Clerk



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### **CITY OF TARRANT**

# VOUCHER LIST MONDAY, JANUARY 6, 202

### **GENERAL FUND**

54450-54474	ACCOUNTS PAYABLE RUN	\$ 71,524.45
54475	ACCOUNTS PAYABLE RUN	\$ 154.42
54476-54507	ACCOUNTS PAYABLE RUN	\$ 69,476.20
5072	ACCOUNTS PAYABLE RUN	\$ 5,495.04
54508-54529	ACCOUNTS PAYABLE RUN	\$ 152,829.19
NET PAYROLL		
1/3/2025	12/14/2024-12/27/2024	\$ 154,471.77



City of Tarrant Payment Register

Date/Time: 12/19/2024 12:18 PM

Bank Name		Bank Number				
General Fund		0017572649				
Payment Number	Туре	Vendor Name	Vendor ID	Pymt Grp.	Payment Date	Payment Amount
54450	CHK	Aaa Environmental Services	4	<del></del>	12/19/2024	\$188.00
54451	CHK	Aflac	98		12/19/2024	\$1,040.00
54452	CHK	Alabama Child Support	37		12/19/2024	\$1,779.13
54453	CHK	Alsco - Birmingham	1438		12/19/2024	\$69.18
54454	CHK	At & T	407		12/19/2024	\$101.83
54455	CHK	Avenu	1773		12/19/2024	\$41,275.00
54456	CHK	Baker & Taylor Entertainment	208		12/19/2024	\$149.14
54457	CHK	Bradford W. Caraway	2121		12/19/2024	\$237.50
54458	CHK	Bsn Sports	1978		12/19/2024	\$321.38
54459	CHK	City Of Tarrant	32		12/19/2024	\$1,027.62
54460	CHK	Genesis Tire	1291		12/19/2024	\$35.00
54461	CHK	Jacqueline Anderson Smith	1851		12/19/2024	\$414.06
54462	CHK	Leadsonline	861		12/19/2024	\$6,049.00
54463	CHK	Lehman Harris	2003		12/19/2024	<b>\$1,040.</b> 00
54464	CHK	Regional Training Institute RTI	3244		12/19/2024	\$2,212.00
54465	CHK	Republic Services Mt Olive Msw	2033		12/19/2024	\$2,629.03
54466	CHK	Robert J Young Company	1681		12/19/2024	\$897.23
54467	CHK	Sansom Equipment Co., Inc.	59		12/19/2024	\$3,046.54
54468	CHK	Southern States	1244		12/19/2024	\$62.00
54469	CHK	State Of Alabama Department	883		12/19/2024	\$115.55
54470	CHK	Tarrant Board Of Education	164		12/19/2024	\$1,397.45
54471	CHK	Texas Life Insurance Co.	1801		12/19/2024	\$199.55
5 <del>44</del> 72	CHK	United Way Of Central Alabama	241		12/19/2024	\$20.00
54473	CHK	We R Smart Llc	1887		12/19/2024	\$7,200.00
54474	CHK	Weils Fargo Financial Leasing	1315		12/19/2024	\$18.26
		-			Bank Total:	\$71,524.45
				Bai	nk Payment Count:	25

Date/Time: 12/19/2024 12:35 PM

City of Tarrant Payment Register User:

Joycalyn Cash Page 1 of 1

Bank Name		Bank Number				
General Fund		0017572649				
Payment Number	Туре	Vendor Name	Vendor ID	Pymt Grp.	Payment Date	Payment Amount
54475	CHK	Aflac	98		12/19/2024	\$154.42
					Bank Total:	\$154.42
				Ba	nk Payment Count:	1

Date/Time:

1/2/2025 3:00 PM

City of Tarrant Payment Register User:

Joycalyn Cash Page 1 of 1

32

**Bank Payment Count:** 

Bank Name		Bank Number				
General Fund		0017572649				
Payment Number	Туре	Vendor Name	Vendor ID	Pymt Grp.	Payment Date	Payment Amount
54476	CHK	Alabama Child Support	37		01/02/2025	\$1,548.36
5 <del>44</del> 77	CHK	American Fidelity Assurance	1730		01/02/2025	\$5,689.26
5 <del>44</del> 78	CHK	American Fidelity Assurance	1731		01/02/2025	\$1,311.14
54479	CHK	Baker & Taylor Entertainment	208		01/02/2025	\$323.85
54480	CHK	Bennett, Patrick	642		01/02/2025	\$202.92
54481	CHK	Birmingham Water Works	16		01/02/2025	\$28.25
· 54482	CHK	Bradford W. Caraway	2121		01/02/2025	\$237.50
54483	CHK	Center Point Large Print	1838		01/02/2025	\$47.94
54484	CHK	Certified Laboratories	1506		01/02/2025	\$1,316.77
54485	CHK	City Of Tarrant	32		01/02/2025	\$1,122.05
54486	CHK	Coleman, Patrick	414		01/02/2025	\$219.90
54487	CHK	Express Oil Change Lic	66		01/02/2025	\$2,802.77
54488	CHK	Higginbotham Insurance Agency, Inc	3393		01/02/2025	\$2,380.76
54489	CHK	Hughes Printing	1531		01/02/2025	\$556.15
54490	CHK	Jacqueline Anderson Smith	1851		01/02/2025	\$414.06
54491	CHK	Jerry Thomas	3401		01/02/2025	\$250.00
<del>544</del> 92	CHK	Keith The Plumber	1817		01/02/2025	\$837.88
54493	СНК	Local Government Corporation	275		01/02/2025	\$513.60
54494	CHK	Mcpherson Oil Products	96		01/02/2025	\$2,011.28
54495	CHK	Municipal And Commercial Uniform And	134		01/02/2025	\$2,521.40
5 <del>44</del> 96	CHK	National Industrial & Safety Supply	3315		01/02/2025	\$1,992.00
54497	CHK	Nena	116		01/02/2025	\$598.00
54498	CHK	Quadient Finance USA, Inc	3261		01/02/2025	\$191.36
54499	CHK	Quill	76		01/02/2025	\$114.84
54500	CHK	Rent One Lic	2020		01/02/2025	\$507.78
54501	CHK	Spire	1704		01/02/2025	\$6,498.46
54502	CHK	State Of Alabama Department	883		01/02/2025	\$115.55
54503	CHK	Sun Life Financial	1848		01/02/2025	\$1,437.58
54504	CHK	Tarrant Electric Department	111		01/02/2025	\$25,047.69
54505	CHK	United Way Of Central Alabama	241		01/02/2025	\$20.00
54506	CHK	We R Smart Lic	1887		01/02/2025	\$8,300.00
54507	CHK	Wells Fargo Vendor Fin Serv	1605		01/02/2025	\$317.10
		-			Bank Total	\$69,476.20
						• •

Date/Time:

1/6/2025 2:36 PM

City of Tarrant Payment Register User:

Joycalyn Cash Page 1 of 1

Bank Name		Bank Number				
E911 Account		0215906779				
Payment Number	Туре	Vendor Name	Vendor ID	Pymt Grp.	Payment Date	Payment Amount
5072	CHK	At & T Mobility	1857		01/06/2025	\$5,495.04
		·			Bank Total:	\$5,495.04
				Bai	nk Payment Count:	1
Bank Name		Bank Number				
General Fund		0017572649				
Payment Number	Туре	Vendor Name	Vendor ID	Pymt Grp.	Payment Date	Payment Amount
54508	CHK	Aaa Environmental Services	4		01/06/2025	\$88.00
54509	CHK	Affordable Counseling Therapy & Emplo	28		01/06/2025	\$300.00
54510	CHK	Aflac	98		01/06/2025	\$35.36
54511	CHK	Amazon Capital Services	1902		01/06/2025	\$142.83
54512	CHK	At & T	407		01/06/2025	\$192.16
54513	CHK	Atkins & Goolsby	1996		01/06/2025	\$1,984.07
54514	CHK	Baker & Taylor Entertainment	208		01/06/2025	\$105.44
54515	CHK	Best Wings & Deli	3402		01/06/2025	\$187.00
54516	CHK	Christopher Muir	3270		01/06/2025	\$95.20
54517	CHK	Express Oil Change Llc	66		01/06/2025	\$1,208.92
54518	CHK	Genesis Tire	1291		01/06/2025	\$201.00
54519	CHK	Globe Life Liberty National	832		01/06/2025	\$458.55
54520	CHK	Jefferson County Commission	1575		01/06/2025	\$96,541.20
54521	CHK	Kyocera Document Solutions	1498		01/06/2025	\$137.18
54522	CHK	Massey, Stotser & Nichols, Pc	1906		01/06/2025	\$34,458.97
54523	CHK	Quality Petroleum	1132		01/06/2025	\$3,290.81
54524	CHK	Quill	76		01/06/2025	\$592.70
54525	CHK	Republic Services #802	60		01/06/2025	\$3,799.73
54526	CHK	Republic Services Mt Olive Msw	2033		01/06/2025	\$5,238.86
54527	CHK	Stone & Sons Electrical Cont.	189		01/06/2025	\$627.64
54528	CHK	SUNBELT RENTALS, INC	3310		01/06/2025	\$1,908.57
54529	CHK	The C. BURRELL LAW GROUP, LLC	3183		01/06/2025	\$1,235.00
					Bank Total:	\$152,829.19
				Ba	nk Payment Count:	22

### **CITY OF TARRANT**

# VOUCHER LIST MONDAY, APRIL 7, 2025

### GENERAL FUND

54838-54863 ACCOUNTS PAYABLE RUN \$ 77,127.37

54864-54890 ACCOUNTS PAYABLE RUN \$ 327,733.46

ACCOUNTS PAYABLE RUN

ACCOUNTS PAYABLE RUN

### **NET PAYROLL**

3/28/2025 PAY PERIOD 3/08/2025-3/21/2025 \$ 159,452.20



Date/Time: 3/27/2025 3:00 PM

City of Tarrant Payment Register

User:

Joycalyn Cash Page 1 of 1

Bank Name		Bank Number				
General Fund						
Payment Number	Туре	Vendor Name	Vendor ID	Pymt Grp.	Payment Date	Payment Amount
54835	CHK	Aflac	98		03/27/2025	\$154.42
54836	CHK	Alabama Child Support	37		03/27/2025	\$1,548.36
54837	СНК	Alabama Power	12		03/27/2025	\$475.21
54838	CHK	American Fidelity Assurance	1730		03/27/2025	\$5,638.86
54839	CHK	Bennett, Patrick	642		03/27/2025	<b>\$146.99</b>
54840	CHK	Birmingham Water Works	16		03/27/2025	\$59.26
54841	CHK	Bound Tree Medical, Llc	772		03/27/2025	\$339.89
54842	СНК	Center Point Large Print	1838		03/27/2025	\$47.94
54843	СНК	City Of Tarrant	32		03/27/2025	\$1,164.32
54844	CHK	Coleman, Patrick	414		03/27/2025	\$387.78
54845	CHK	Decatur Electronics Communications, LI	3227		03/27/2025	\$14,843.04
54846	CHK	Dodson Services	3258		03/27/2025	\$1,725.00
54847	CHK	Econo Printing Service, Inc.	598		03/27/2025	\$238.70
54848	CHK	Econo Signs, Llc	1830		03/27/2025	<b>\$12,317.85</b>
54849	CHK	Genesis Tire	1291		03/27/2025	\$230.00
54850	CHK	Lloyd, Gray, Whitehead & Monroe, P.C.	3377		03/27/2025	\$19,109.32
54851	CHK	Municipal And Commercial Uniform And	134		03/27/2025	\$2,003.55
54852	CHK	National Industrial & Safety Supply	3315		03/27/2025	\$1,992.00
54853	CHK	Peach State-Birmingham Freightliner	3313		03/27/2025	\$488.87
54854	CHK	Republic Services #802	60		03/27/2025	\$92.04
54855	CHK	Robert J Young Company	1681		03/27/2025	\$8.00
54856	CHK	Sansom Equipment Co., Inc.	59		03/27/2025	\$3,073.11
54857	CHK	Spire Alabama Inc	1704		03/27/2025	\$2,864.78
54858	CHK	Tarrant Electric Department	111		03/27/2025	\$956.43
54859	CHK	Tomlin Excavating & Demolition	1129		03/27/2025	\$159.98
54860	CHK	United Way Of Central Alabama	241		03/27/2025	\$20.00
54861	CHK	We R Smart Llc	1887		03/27/2025	\$6,600.00
54862	CHK	Webb McNeill Walker PC	3390		03/27/2025	\$25.00
54863	CHK	White, Curtis	3145		03/27/2025	\$416.67
3,000		·			Bank Total	\$77,127.37
				Ва	nk Payment Count	: 29

Date/Time:

4/3/2025 2:47 PM

City of Tarrant Payment Register

User:

Joycalyn Cash Page 1 of 1

Bank Name		Bank Number				
General Fund						
Octional Lana					_	
<b>Payment Number</b>	Type	Vendor Name	Vendor ID	Pymt Grp.	Payment Date	Payment Amount
54864	CHK	Aaa Environmental Services	4		04/03/2025	\$631.40
54865	CHK	Affordable Counseling Therapy & Emplo	28		04/03/2025	\$1,080.00
54866	CHK	Amazon Capital Services	1902		04/03/2025	\$179.31
54867	CHK	American Fidelity Assurance	1731		04/03/2025	\$2,622.28
54868	CHK	Atkins & Goolsby	1996		04/03/2025	\$1,984.07
54869	CHK	Autozone	1005		04/03/2025	\$2,340.54
54870	CHK	Basesix Systems LLC	2095		04/03/2025	\$360.00
54871	CHK	BJCTA BIRMINGHAM JEFFERSON COUN	1974		04/03/2025	<b>\$5,595.33</b>
54872	CHK	Dell Financial Services	975		04/03/2025	<b>\$73.76</b>
54873	CHK	Dolphin Pest Control	62		04/03/2025	\$354.00
54874	CHK	Express Oil Change Llc	66		04/03/2025	\$328.39
54875	CHK	Finance Department, State	155		04/03/2025	\$656,50
54876	CHK	Keith The Plumber	1817		04/03/2025	\$59.00
54877	CHK	Kyocera Document Solutions	1498		04/03/2025	<b>\$158.42</b>
54878	CHK	Lisa Baker	2067		04/03/2025	\$161.00
54879	CHK	Lowe's	258		04/03/2025	\$2,825.98
54880	CHK	Massey, Stotser & Nichols, Pc	1906		04/03/2025	\$18,902.89
54881	CHK	Municipal And Commercial Uniform And	134		04/03/2025	\$131.90
54882	CHK	Peach State-Birmingham Freightliner	3313		04/03/2025	\$500.87
54883	CHK	Quality Petroleum	1132		04/03/2025	\$9,906.69
54884	CHK	Quill	76		04/03/2025	\$151.10
54885	CHK	Rent One Llc	2020		04/03/2025	\$1,004.84
54886	CHK	Republic Services Mt Olive Msw	2033		04/03/2025	\$279.93
54887	CHK	Spire Alabama Inc	1704		04/03/2025	\$2,647.96
54888	CHK	Tarrant Board Of Education	164		04/03/2025	\$264,680.20
54889	CHK	We R Smart Lic	1887		04/03/2025	\$9,800.00
54890	CHK	Wells Fargo Vendor Fin Serv	1605		04/03/2025	\$317.10
21030	<b></b>				Bank Total	\$327,733.46
				Ва	nk Payment Count	: 27

Date/Time:

4/7/2025 5:56 PM

CHK

City of Tarrant Payment Register

User:

Shayla Myricks Page 1 of 1

**Bank Name** 

**Bank Number** 

General Fund

0017572649

**Payment Number** 54891 Type **Vendor Name** 

National League of Cities

**Vendor ID** 

3245

Pymt Grp.

**Payment Date** 04/03/2025

**Payment Amount** \$1,314.00

Bank Total:

\$1,314.00

**Bank Payment Count:** 

1