
AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE & PRAYER**
- 3. ROLL CALL**
- 4. APPROVAL OF MINUTES**
 - A. July 6th Regular Meeting
- 5. COMMUNICATIONS FROM THE MAYOR**
- 6. COMMITTEE REPORTS**
 - A. Public Safety Committee Report - Family Dollar ABC Application
- 7. OLD BUSINESS**
- 8. NEW BUSINESS**
 - A. Resolution no. 8936 - 837 Clow Rd
 - B. Resolution no. 8937 - Storm Shelter Agreement
 - C. Resolution no. 8938 - DPW Garage Doors
- 9. PUBLIC COMMENTS**
- 10. VOUCHERS & EXPENSES**
 - A. Vouchers and Expenses July 15, 2022
- 11. ADJOURN**

**City of Tarrant
Council Meeting Minutes
July 6, 2022
Tarrant City Hall**

The City Council of the City of Tarrant, Alabama met in a regular meeting on Wednesday, July 6th, 2022 at 7:00 pm at City Hall.

Mayor Newton called the meeting to order. Reverend Web gave the invocation. City Attorney Michael Brymer led the Pledge of Allegiance.

Mayor Newton held a roll call.

The following officials were present during roll call:

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

Councilmember Anderson made a motion to appoint Aislinn Riley as temporary clerk with a second from Councilmember Threadford. There was no discussion. All present voted yes. Motion passed.

First the council considered the minutes from the June 22nd, 2022 Regular Meeting. Councilmember Threadford made a motion to approve the minutes from the June 22nd, 2022 meeting with a second from Councilmember Anderson. There was no more discussion. Mayor Newton then called for a roll call vote.

Yeas:

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

Motion passed.

Mayor Newton presented communications from the Mayor. Sergeant Rucker-Sumerlin has started a Gofundme for Officer Parker. With the help of Deputy Mayor Lisa Baker \$350,000 in funding has been secured through the Jefferson County Commission for a one-hundred-person storm shelter at the Tarrant Recreation Center. The Mayor is thankful to Commissioner Joe Knight and the rest of the Jefferson County Commission.

Mayor Newton introduced Resolution #8919 Litter/Crime Cameras with a second from Councilmember Freeman.

Yeas:

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

Motion Passed.

Councilmember Anderson made a motion to table Ordinance #1149 – Spire Franchise Agreement Renewal with a second from Councilmember Threadford.

Yeas:

Councilmember Veronica Bandy Freeman
Councilmember Tracie B. Threadford

Councilmember Catherine “Cathy” Anderson
Councilmember Deborah “Debbie” Matthews
Councilmember John “Tommy” Bryant
Mayor Wayman Newton

Motion Passed.

A public hearing was held on grass and weed lien properties. Councilmember Anderson read the list of Grass and Weed Lien Properties into the record and an opportunity was given for owners or others in attendance to voice any concerns.

Councilmember Anderson introduced Resolution #8925 – Grass and Weeds with a second from Councilmember Bryant.

Yeas:

Councilmember Veronica Bandy Freeman
Councilmember Tracie B. Threadford
Councilmember Catherine “Cathy” Anderson
Councilmember Deborah “Debbie” Matthews
Councilmember John “Tommy” Bryant
Mayor Wayman Newton

Motion passed.

Mayor Newton introduced Resolution #8926 – Censuring Councilmember John “Tommy” Bryant with a second from Councilmember Anderson. Councilmember Threadford expressed unreadiness.

Yeas:

Mayor Newton

Nays:

Councilmember Veronica Bandy Freeman
Councilmember Tracie B. Threadford
Councilmember Catherine “Cathy” Anderson
Councilmember Deborah “Debbie” Matthews

Abstain:

Councilmember John “Tommy” Bryant

Motion failed

The council acknowledged Officer Parker and his family, and shared a commitment to support the GoFundMe while Officer Parker recovers.

Mayor Wayman Newton introduced Resolution #8927 – Tarrant Alumni Reunion with a second from Councilmember Matthews.

Yeas:

Councilmember Tracie B. Threadford
Councilmember Catherine “Cathy” Anderson
Councilmember Deborah “Debbie” Matthews
Councilmember John “Tommy” Bryant
Mayor Wayman Newton

Nays:

Councilmember Veronica Bandy Freeman

Motion Passed.

Councilmember Matthews introduced Resolution #8928 – Tarrant High School Band and Girls Basketball donation with a second from Councilmember Anderson.

Yeas:

Councilmember Veronica Bandy Freeman
Councilmember Tracie B. Threadford
Councilmember Catherine “Cathy” Anderson
Councilmember Deborah “Debbie” Matthews

Councilmember John “Tommy” Bryant
Mayor Wayman Newton

Motion Passed.

Councilmember Bryant introduced Resolution #8929 – Property Agreement 833 Clow Rd with a second from Councilmember Threadford.

Yeas:

Councilmember Veronica Bandy Freeman
Councilmember Tracie B. Threadford
Councilmember Catherine “Cathy” Anderson
Councilmember Deborah “Debbie” Matthews
Councilmember John “Tommy” Bryant
Mayor Wayman Newton

Motion Passed.

Councilmember Anderson introduced Resolution #8930 – AMIC Fire Agreement with a second from Councilmember Threadford.

Yeas:

Councilmember Veronica Bandy Freeman
Councilmember Tracie B. Threadford
Councilmember Catherine “Cathy” Anderson
Councilmember Deborah “Debbie” Matthews
Councilmember John “Tommy” Bryant
Mayor Wayman Newton

Motion Passed.

Councilmember Matthews introduced Resolution #8931 – TPD Surplus with a second from Councilmember Freeman.

Yeas:

Councilmember Veronica Bandy Freeman
Councilmember Tracie B. Threadford
Councilmember Catherine “Cathy” Anderson
Councilmember Deborah “Debbie” Matthews
Councilmember John “Tommy” Bryant
Mayor Wayman Newton

Motion Passed.

Councilmember Freeman introduced Resolution #8932 – Tarrant Department of Public Works Air Conditioner Replacement with a second from Councilmember Bryant.

Yeas:

Councilmember Veronica Bandy Freeman
Councilmember Tracie B. Threadford
Councilmember Catherine “Cathy” Anderson
Councilmember Deborah “Debbie” Matthews
Councilmember John “Tommy” Bryant
Mayor Wayman Newton

Motion Passed.

Councilmember Bryant made a motion to suspend the rules and to add Resolution #8933, Resolution #8934, and Resolution #8935 to the agenda with a second from Councilmember Threadford.

Yeas:

Councilmember Veronica Bandy Freeman
Councilmember Tracie B. Threadford
Councilmember Catherine “Cathy” Anderson
Councilmember Deborah “Debbie” Matthews
Councilmember John “Tommy” Bryant

Nays:

Mayor Newton

Motion passed.

Councilmember Bryant made a motion to introduce Resolution #8933 – Bonus to Retirees with a second from Councilmember Threadford.

Yeas:

Councilmember Veronica Bandy Freeman

Councilmember Tracie B. Threadford

Councilmember Catherine “Cathy” Anderson

Councilmember Deborah “Debbie” Matthews

Councilmember John “Tommy” Bryant

Nays:

Mayor Wayman Newton

Motion Passed

Councilmember Bryant made a motion to introduce Resolution #8934 – Check Signers with a second from Councilmember Threadford. Mayor Newton expressed concern.

Yeas:

Councilmember Veronica Bandy Freeman

Councilmember Tracie B. Threadford

Councilmember Catherine “Cathy” Anderson

Councilmember Deborah “Debbie” Matthews

Councilmember John “Tommy” Bryant

Nays:

Mayor Wayman Newton

Motion Passed

Councilmember Bryant made a motion to withdraw Resolution #8935 – Green Valley Landfill until financial information can be secured from CJ’s Ventures LLC with a second from Councilmember Freeman.

Yeas:

Councilmember Veronica Bandy Freeman

Councilmember Tracie B. Threadford

Councilmember Catherine “Cathy” Anderson

Councilmember Deborah “Debbie” Matthews

Councilmember John “Tommy” Bryant

Mayor Wayman Newton

Motion Passed

Mayor Newton opened the floor for public comments.

Kimberly Myers said that grass was too high at 621 Pine Hill Rd.

Reverend Webb said that out of town visitors complimented the City’s cleanliness. She also pledged to donate to Officer Parker’s GoFundMe.

Winnifred Deal had a question regarding the Tarrant Alumni Reunion, whether the Newcastle/Springdale class of 1974 could receive financial support from the City, and whether the audit is finished.

Chuck Johnson spoke on behalf of the Tarrant Alumni Reunion and asked that donations be made of a banner for Officer Parker and a booth for the Tarrant High School Girls’ Basketball Team.

Waynette Bonham discussed the Crime Commission’s tour of the jail, and shared that it was very clean and that Chief Major answered all questions, although floor and shower improvements are sorely needed. She stated that this is the one-year anniversary of the mess, and that community proposals have repeatedly been shot down.

The council then considered the vouchers and expenses from the Tarrant Electric Department and City of Tarrant. Councilmember Threadford made a motion to approve with a second from Councilmember Bryant.

Yeas:

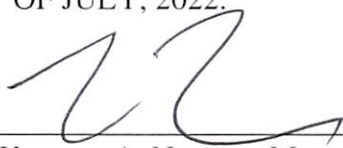
Councilmember Veronica Bandy Freeman
Councilmember Tracie B. Threadford
Councilmember Catherine "Cathy" Anderson
Councilmember Deborah "Debbie" Matthews
Councilmember John T. "Tommy" Bryant
Mayor Wayman Newton


Motion Passed.

Councilmember Threadford made a motion to adjourn with a second from Councilmember Bryant. All presented voted yes.

Motion approved. Meeting adjourned at 9:10 pm.

READ AND APPROVED THIS THE 6TH DAY OF JULY, 2022.

APPROVED: 
Wayman A. Newton, Mayor

ATTEST: 
Aislinn Riley, Acting City Clerk

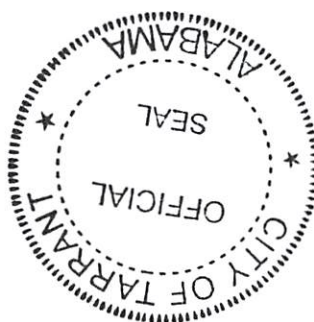
CERTIFICATION OF CITY CLERK

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, Aislinn Riley, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 6th day of July, 2022 while in regular session on Wednesday, July 6, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 6th day of July, 2022.


Aislinn Riley, Acting City Clerk



CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8836⁹

A RESOLUTION OF THE CITY OF TARRANT, ALABAMA, TO
AUTHORIZE THE PURCHASE OF REAL PROPERTY AT 837
CLOW ROAD, TARRANT, ALABAMA 35217

WHEREAS; the City of Tarrant, Alabama ("the City") desires to purchase certain real property as more fully described herein;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TARRANT WHILE IN REGULAR SESSION ON JULY 18, 2022, AS FOLLOWS:

Section 1. The Mayor is hereby authorized to purchase for the City certain real property more specifically described as follows from James R. Robinson:

Address

837 Clow Road, Tarrant, AL 35217

Parcel ID No.

13 00 32 3 000 024.000

Legal Description

COM SW COR SEC 32 T16S R2W TH N 600 S TH E 470 FT S TO BEG
TH E 120 FT S TH E 84 FT S TH NE 250 FT S TO CLOW RD TH SW
268 FT S ALG RD TH SW 95 FT S TO POB LYING IN SW 1/4 OF SW
1/4

Section 2. A purchase price of One Hundred Thousand Dollars and No Cents (\$100,000.00) is hereby authorized, plus the payment of all closing costs, and any taxes, fees, or additional costs that the Mayor and the City Attorney deem necessary and expedient to complete the transaction.

Section 3. On behalf of the City, the Mayor is hereby authorized to execute and the Acting City Clerk is hereby authorized to attest any documents that are necessary to complete the transaction contemplated herein.

Section 4. The above expenditures shall be made by means of cash from the City of Tarrant General Fund.



ADOPTED THIS THE 15TH DAY OF JULY, 2022

APPROVED: ¹⁹ 

Wayman Newton, Mayor

ATTEST: 

Aislinn Riley, Acting City Clerk

CERTIFICATION OF CITY CLERK

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, Aislinn Riley, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution, duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 13th day of July, 2022 while in regular session on Monday, July 18, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 18th day of July, 2022.


Aislinn Riley, Acting City Clerk



EXHIBIT A

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

PURCHASE AND SALE AGREEMENT

The City of Tarrant, Alabama, (hereinafter "Purchaser") hereby agrees to purchase, and the undersigned, James R. Robinson, (hereinafter "Seller" whether single or more) hereby agree to sell the following real estate described in Exhibit A, the street address is 837 Clow Road, Birmingham, Alabama 35217, (hereinafter the "Property") on the terms stated below:

1. **PURCHASE PRICE AND EARNEST MONEY:** The Purchase Price shall be One Hundred Thousand and 00/100 Dollars (\$100,000.00). The purchase of this property shall not be financed but paid in cash by the Purchaser through certified or wired funds. Seller do not require an earnest money deposit.
2. **CLOSING COSTS AND PREPAID ITEMS:** The Purchaser shall pay all costs related to closing, inclusive of attorney and title. The Seller is to net One Hundred Thousand and 00/100 Dollars (\$100,000.00).
3. **TITLE INSURANCE:** Purchase requires a standard form owner's title insurance policy issued by a company qualified to insure title in Alabama, in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including Paragraph 4 below. In the event Seller is unable to clear any title conditions noted on the title commitment to the Purchaser's satisfaction, Purchaser shall have the option to cancel this Agreement. The cost of such owner's title insurance policy shall be paid in accordance with paragraph 2.
4. **CONVEYANCE:** Seller agrees to convey the Property to the Purchaser by General Warranty Deed, free of all encumbrances except as permitted in this Agreement and as noted as standard exceptions on the title commitment. Seller and Purchaser agree that any encumbrances not herein accepted or assumed may be cleared at the time of closing from sales proceeds. **THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY PRESENT ZONING CLASSIFICATION, AND UNLESS OTHERWISE AGREED HEREIN, SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIR USE OF THE PROPERTY.**
5. **PRORATIONS:** Intentionally omitted. See Section 2 above.
6. **CLOSING & POSSESSION DATES:** The sale shall be closed and the deed delivered on or before August 15, 2022, ("Closing Date"). If the closing does not take place on or before said date, Purchaser and Seller may agree, in writing, to cancel this Agreement or to extend the closing date. Possession shall be delivered to the Purchaser on the date of closing.
7. **CONDITION OF PROPERTY:** Purchaser hereby acknowledges and agrees they are purchasing the Property in its AS IS, WHERE IS condition. SELLER MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY. The Seller shall make the repairs / address items or improvements identified in Exhibit C with these items to be completed prior to the closing date stated in section 6. Purchaser has the obligation

to determine, either personally or with a representative of Purchaser's choosing, any and all conditions of the Property material to Purchaser's decision to buy the Property, including without limitation, zoning matters, inclusion of property in special flood hazard areas; subsurface condition, environmental matters; soils condition; utility and sewer or septic tank availability and condition. Purchaser shall have fourteen (14) calendar days to make such a determination and cancel this Agreement. Purchaser shall also have the right to perform a walk-through of the Property prior to closing. In the event, a previously undiscovered issue is discovered at the walk-through, Seller shall have the option to repair the issue or offer to cancel this Agreement prior to closing. The property is on (check one) Sewer ____ /Septic ____.

8. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of cancelling this Contract or accepting the Property in its damaged condition. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

9. **FIXTURES/PERSONAL PROPERTY:** Any fixtures/personal property remaining in the structure following closing and possession date set forth in paragraph 6 shall become property of the Purchaser.

10. **SURVEY:** In the event the Seller has a copy of any survey of the Property in the Seller's possession, a copy shall be provided to the Purchaser. If the Purchaser shall require a new survey of the Property prior to closing, the cost of such survey shall be paid by the Purchaser.

11. **CLOSING LOCATION:** The Settlement Agent shall be Massey, Stotser, & Nichols, PC. Closing shall occur at 1780 Gadsden Hwy., Birmingham, Alabama, or at some other such location as agreeable to the parties.

12. **TERMITE BOND/WOOD INFESTATION REPORT:** Purchaser DOES / DOES NOT require a wood infestation report. The cost of such report shall be paid by the Purchaser. Purchaser also requires that any existing termite bond/contract in place on the Property be transferred into Purchaser's name if such termite bond/contract is transferable. The cost of such transfer shall be paid by the Purchaser. If any existing termite bond/contract in place on the Property cannot be transferred into Purchaser's name and Purchaser requires a new termite bond/contract, the cost of such new termite bond/contract shall be paid by the Purchaser.

13. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT:** In the closing of this transaction, Seller and Purchaser shall comply with the Foreign Investment in Real Property Tax Act and the regulations promulgated thereunder by the IRS.

14. **APPLICABLE LAW:** This Agreement shall be construed and enforced in accordance with the laws of the state of Alabama.

15. **SEVERABILITY:** If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

16. **CONTERPART EXECUTION:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. **AMENDMENT AND WAIVER:** This Agreement may only be amended or modified by an instrument in writing executed by Purchaser and Seller or by either Party in the case of a waiver.

18. **ASSIGNMENT:** Rights under this Agreement shall not be assignable by Seller or Purchaser without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties and their successors, any rights or remedies under or by reason of this Agreement.

19. **REMEDIES:** If the Purchaser fails to carry out and perform the terms of this contract, the earnest money, if any, shall be forfeited as liquidated damages, at the option of the Seller, provided Seller agrees to the cancellation of this Agreement. Each party reserves all rights to specific performance of this Agreement.

20. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property and supersedes, and shall be in lieu of, all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser or the Seller shall be bound by any understanding, agreements, promises, or representations concerning the Property, expressed or implied, not specified herein.

This Agreement contains all the promises and agreements between the parties and all such promises and agreements are merged into this Agreement. All covenants and promises herein survive the closing.

Effective on this the _____ day of _____, 2022.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES TO FOLLOW.]

PURCHASER: CITY OF TARRANT

By: WAYMAN A. NEWTON
Its: MAYOR

SELLER:

JAMES R. ROBINSON

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

837 Clow Road Birmingham, Alabama 35217-1916
Tax Parcel ID: 13 00 32 3 000 024.000

To be supplemented upon receipt of the title commitment.

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8937

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JEFFERSON COUNTY, ALABAMA TO CREATE THE CITY OF TARRANT COMMUNITY STORM SHELTER.

WHEREAS, the City of Tarrant, Alabama (“the Community”) has reached an agreement with Jefferson County, Alabama (“the County”) to establish a storm shelter; and,

WHEREAS, tornadoes have caused significant danger and destruction in our neighboring communities, and created deep concerns over the lack of existing storm shelters within the community; and,

WHEREAS, there has been an ongoing call from residents for a storm shelter within the City limits;

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, July 18, 2022, at 7:00 pm as follows:

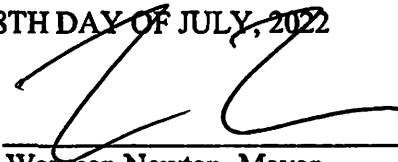
Section 1. The Mayor is hereby authorized to execute an agreement between Jefferson County, Alabama and the City of Tarrant.

Section 2. That said agreement is attached hereto as “EXHIBIT A” and made a part hereof.



ADOPTED THIS THE 18TH DAY OF JULY, 2022

APPROVED:


Wayman Newton, Mayor

ATTEST:


Aislinn Riley, Acting City Clerk

EXHIBIT A

**AGREEMENT BETWEEN
JEFFERSON COUNTY, ALABAMA
AND
CITY OF TARRANT**

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

PART I: PROJECT CONTRACT AGREEMENT

This Agreement is entered into effective the date recorded by the Jefferson County Minute Clerk, by and between Jefferson County, Alabama, which will be represented by its Office of Community Services & Workforce Development, hereinafter called the COUNTY, and the CITY OF TARRANT, hereinafter called the COMMUNITY.

WHEREAS, the COUNTY and the COMMUNITY desire to enter into an Agreement that provides for the CITY OF TARRANT Community Shelter located at 1232 Faye Drive Birmingham , Al 35217 as associated with the City of Tarrant Community Storm Shelter through the use of Jefferson County General funds, and hereby agree as follows:

W I T N E S S E T H:

FIRST: The COUNTY agrees to have constructed based upon the lowest and best responsive bid, a storm shelter as detailed in the design plans and construction documents as developed by the architecture firm hired by the COUNTY.

SECOND: It is agreed that the COUNTY may conduct a fair and competitive bidding program in accordance with the 41-16-50, 1975 Code of Alabama, and shall select a competent Contractor to construct the Storm Shelter specified at Paragraph FIRST. The COUNTY further agrees to incur all costs related to advertisement of competitive bids. The COUNTY reserves the right to accept or reject any and all bids, or to modify the scope of work. The COUNTY reserve the right to enter into an agreement with Jefferson County Department of Roads and Transportation.

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

FOURTH: The COUNTY'S agreement to construct a storm shelter set out in the scope of work referenced herein shall terminate upon completion and final acceptance of the work performed by the Architect firm and Contractor. All other obligations contained in this Agreement shall not expire until five (5) years after the approved date that Jefferson County ceases to function as an entitlement under the U.S. Department of Housing and Urban Development. The COMMUNITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this Agreement.

FIFTH: The COMMUNITY shall certify in writing to the COUNTY, final acceptance of the job. The ownership of the Storm Shelter made under this Agreement shall at all times be with the COMMUNITY its successors and assigns; furthermore, all maintenance of said Storm Shelter shall also be with the COMMUNITY its successors and assigns. The COMMUNITY agrees to maintain the Storm Shelter constructed at a level equal to that of other areas of the COMMUNITY and use the Storm Shelter exclusively as Storm Shelter until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the Storm Shelter exclusively as Storm Shelter will be an automatic breach of this agreement and the COMMUNITY shall reimburse the COUNTY for all improvement costs. This stipulation is to expire upon the termination of this contract as stated in paragraph FOURTH.

SIXTH: The COMMUNITY gives assurance that no person shall be excluded from participation in or denied the benefits of this project, on the ground of race, color, religion, sex, national origin, age, disability or veteran status.

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

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

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

TENTH: The COMMUNITY agrees that any and all questions, comments, or other communication, concerning the contractor or the architect, whether written or oral, related to the progress of work, the quality of work, the scope of work, or other aspects of the construction or design phases, will be directed to the COUNTY specifically the Office of Community Services & Workforce Development.

ELEVENTH: The COMMUNITY agrees to abide by 2 CFR Part 200 including, but not limited to any nominal fees received by the COMMUNITY for use of the Shelter (property) are considered program income and may be retained for maintenance and repairs of the Shelter(property). The COMMUNITY shall maintain documentation to support income received as well as expenses incurred for use of the shelter. However, any significant income that exceeds expenses will be returned to the COUNTY.

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

THIRTEENTH: Insurance

Property Insurance

The COMMUNITY must ensure property insurance is carried throughout the term of the Project as specified in paragraph FOURTH and all renovations for the full replacement value.

The COMMUNITY's insurance policy must be endorsed to include the COUNTY as a loss payee. The COMMUNITY insurance policy cannot be cancelled without (30) days prior written notice given to the COUNTY.

The COMMUNITY is responsible for all policy premiums and deductibles.

The COMMUNITY shall furnish the COUNTY with a certificate of insurance as required by this Agreement. A person authorized by the insurer to bind coverage on its behalf must sign the certificate.

Liability Insurance

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

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

Notice shall be address to and received by the parties below:

OWNER:	Jefferson County Commission County Manager 716 Richard Arrington Jr. Blvd N Birmingham, Alabama 35203 205-731-2880	Community Serv &Workforce Dev Grants Administrator 716 Richard Arrington Jr. Blvd N A430, Birmingham, Alabama 35203 205-325-5761
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LICENSEE: Name _____
Address _____
Address _____
Phone Number _____

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

ATTEST:	JEFFERSON COUNTY, ALABAMA
_____	BY: _____ James A. Stephens, President Jefferson County Commission

ATTEST:	CITY OF TARRANT
_____	BY: _____ Name _____ Title _____ DUNS # _____

PART II: TERMS AND CONDITIONS

1. Federal Regulations

The Project construction is subject to all applicable Federal laws and regulations.

2. Provisions of Law, Deemed Inserted

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

3. Definitions

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

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

Where the Project is to be carried out for an entire municipality, "Project Area" means the corporate limits to the municipality. For other projects not fitting the above categories, "Project Area" means the specific census tract or census tracts within which said Project is located.

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

4. Suspension of Work

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

5. Compliance with Section 3 of the Housing and Urban Development Act of 1968.

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project Area and contracts for work in connection with the projects be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

A. The COMMUNITY shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- (a) The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD

assistance for housing.

- (b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The COMMUNITY agrees to send to each labor organization or representative of workers with which the COMMUNITY has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the COMMUNITY's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The COMMUNITY agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The COMMUNITY will not subcontract with any subcontractor where the COMMUNITY has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The COMMUNITY will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the COMMUNITY's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this

Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

6. Discrimination Prohibited

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

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

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

(d) The COMMUNITY certifies and covenants that it does not nor will not maintain or provide for any segregated facility under its control, and that it does not nor will not permit any of its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

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

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

8. Control of Assets

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

Financial Management and Reporting:

The COMMUNITY hereby certifies that it will comply with the regulations, policies, guidelines and requirements of Federal Management Circular A-87 and "Common Rule" 24 CRF Part 85.

9. Procurement Standards

- (a) The COMMUNITY shall maintain a code of standards of conduct which shall govern the performance of its officers, employees, or agent in contracting. Local government officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or potential Contractors.
- (b) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.

10. Retention of Records

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

11. Reports and Information

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

12. Audit Requirements

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

13. Flood Insurance

- (a) This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and the National Flood Insurance Act of 1968, as amended (42 USC 4001), et. seq. The County is participating in the National Flood Insurance Program; therefore, contracts for acquisition, clearance, construction or other purposes, as defined in Section 3(a) of P.O. 93-234, in areas identified by the Secretary as having special flood hazards are subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said public law. The COMMUNITY'S responsibilities for evaluation of flood hazards are provided in Executive Order 11296.
- (b) Every contract or subcontract for the sale, lease or other transfer of land acquired, cleared or improved in whole or in part with Community Development Block Grant funds, shall contain, if such land is located in an area having special flood hazards, the flood provisions:
- (1) The transferee and its successors, or assigns, are hereby obligated to obtain and maintain, during the ownership of land acquired, cleared or improved under this Contract, now and at some date in the future, such flood insurance as required with respect to Federal financial assistance for acquisition or construction purposes under Section 102 (a) of the Flood Disaster Protection Act of 1973.
 - (2) The obligation shall be binding on the transferee and its successors, or assigns, notwithstanding the fact that the construction, rehabilitation or other Storm Shelter on the land is not itself funded with assistance under the Community Development Block Grant Program or under this Contract.

14. Interest of Public Officials and Kick-Backs

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

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

(b) Interest of Members of the Local Government

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

(c) Interest of Contractor and Employees

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

(d) Provisions of the Hatch Act

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

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

15. Prohibition Against Payments of Bonus or Commission

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

16. Subcontract Approval

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

17. Acquisition and Relocation

(a) In acquiring real property in connection with the Community Development Block Grant Program, the COMMUNITY will be guided to the extent permitted under State law, by the real property acquisition policies set out under Section 301, of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the provisions of Section 302 thereof, and HUD Regulations issued pursuant thereto at 24 CFR 42, Sub-part D.

(b) The COMMUNITY will provide fair and reasonable relocation payments, assistance and services in accordance with Sections 202 through 205 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Sub-parts B and C of 24 CFR 42, and HUD Handbook 1371.1 (revised), to or for families, individuals, partnerships, corporations or associations displaced as a result of any acquisition of real property assisted under the project.

18. Assignability

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

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

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

20. Copyrights

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

21. Discovery and Invention

Any discovery or invention arising out of or developed in the course of work aided by the

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

22. Energy Efficiency

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

23. Termination of Agreement

Termination of Agreement for Cause – If through any cause, the COMMUNITY shall fail to fulfill in timely and proper manner his obligations under this Agreement or if the COMMUNITY shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the COMMUNITY of such termination or suspension and specifying the effective date thereof, at least thirty (30) days before such effective date. Notwithstanding the above, the COMMUNITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the COMMUNITY and the COUNTY may withhold any payments to the COMMUNITY for the purpose of set off until such time as the exact amount of damage due the COUNTY from the COMMUNITY is determined.

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

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

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

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

24. **ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION**
08-4

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

PURPOSE

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

I. PROCEDURE

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

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

2. In the event of the Contractor’s non-compliance with the equal

employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

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

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

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: CITY OF TARRANT

Address: _____

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

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

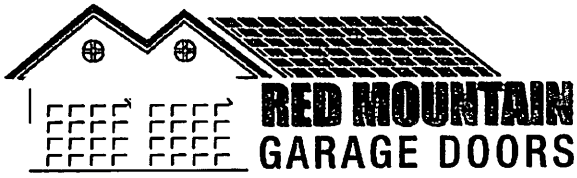
The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

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

Date

Signature

Title



(205) 808-2797

Red Mountain Garage Doors LLC
info@rmgaragedoors.com
(205) 808-2797
650 Main Street
Gardendale, AL 35068

Estimate #	10650-1
Date	Tue Jul 12 2022
Total	32670.00

Prepared For:

Charlie Williams City Of Tarrant, dept of public
works
2515 Commerce Way
Birmingham, Alabama 35217
(205) 212-4565
cwilliams@cityoftarrant.com

Description	QTY	Price	Amount
Commercial Door Operator LiftMaster MyQ technology Grid view Security+ 2.0® radio receiver High cycle	3.00	4420.00	13260.00
Commercial Sectional Door Collection: Commercial Model: 525 Size: 14'2"x16'3" Color: White Spring: Torsion, standard lift Short/long/flat panel: glass: 24x6 inch glass, 3rd panel *2-3 technicians *4-5 day job *non-standard installation and removal **need commercial punch angle for horizontal tracks	3.00	6470.00	19410.00

Sub total	32670.00
Tax	0.00

Description	QTY	Price	Section 8, Item C.
			Amount
		Tax Rate	0.000%
		Total	32670.00

Terms:
 Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Notes:

Thank You For Your Business

CITY COUNCIL OF THE CITY OF TARRENT, ALABAMA

RESOLUTION NO. 8938

**AUTHORIZING THE MAYOR TO MAKE
EXPENDITURES FOR THE
REPLACEMENT OF THE GARAGE
DOORS AT TARRANT PUBLIC WORKS**

WHEREAS, the garage doors at Tarrant Department of Public Works requires immediate replacement; and,

WHEREAS, the total estimated cost for the project is under the threshold requirements of the State Bid Law for Public Works;

THEREFORE BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, July 18, 2022 at 7:00 pm as follows:

Section 1. That the Mayor authorizes Overhead Door Company of Birmingham to provide the materials, installation and labor required for replacement of the garage door at the Department of Public Works Building located at 2515 Commerce Way, Tarrant, Alabama, 35217.

Section 2. That said garage door project at the Department of Public Works will cost up to but not exceeding \$22,200.00 in accordance with the estimate "EXHIBIT A" shall be paid from by means of cash from the City of Tarrant General Fund.



ADOPTED THIS THE 18TH OF JULY 2022

APPROVED: _____

Wayman Newton, Mayor

ATTEST: _____

Aislinn Riley, Acting City Clerk

EXHIBIT A

The Genuine. The Original.

Section 8, Item C.



RSX[®] Commercial Operator

An innovative line of Standard Duty Commercial Operators
that improve the productivity of any facility.

The Genuine. The Original Section 8, Item C.



RSX[®] Operator

Standard Duty Commercial Operator

Advanced Innovation and Superior Functionality

The RSX[®] offers new state-of-the-art performance features:

- **Easy limit setting with Limit Lock[™]** – an electro/mechanical limit sensor that makes it easy to set and maintain limits
- **Voltage freedom with Voltamatic[™]** – one unit for single phase voltages (115/208/230V), one unit for three phase voltages (208/230/460V) and one unit for three phase (575V)
- **Extra door system durability with Progressive Braking^{*}** – DC brake system brings the door to a soft stop for less wear and tear on the system
- **Easy installation and trouble-shooting with 16 character LCD display** – intelligent menu structure and expanded self-diagnostics
- **Advanced radio receiver system with auto seek frequency range** – quickly and easily learns up to 250 CodeDodger[®] transmitters. This system will automatically cycle between 315 and 390 frequencies. It can add and delete transmitters from the menu and easily identify which transmitters are operating the door
- **No adjustment needed with Super Belt[™]** – automatically adjusts itself to the correct tension^{*}
- **UL325 2010 compliant** – this new standard requires the addition of monitored external entrapment devices prior to the operator working in momentary contact in the close direction

^{*}patents # 6,737,823 and # 6,388,412



RSX® Advantages

Mounting

A wide variety of mounting options are available to fit any application including:

Sectional Doors: Standard, side mount, and dual trolley applications. 1/2 horsepower models available with or without brake (3/4 hp and 1 hp models come standard with brake). Side mount and center mount direct couple to the door shaft with or without hoist. Hoist models are left-hand or right-hand and adjustable in the field.

Rolling Steel Doors: With or without hoist, front of hood, top of hood, bench mount and wall mount. Hoist models are left-hand or right-hand and adjustable in the field.

Motor

Continuous duty motor available in 1/2, 3/4 and 1 horsepower; single or three-phase. Totally enclosed non-ventilated (TENV) construction and totally enclosed fan cooled (TEFC) construction units are available as options.

On-board radio receiver

This standard feature can add radio functionality to every job with no additional cost for the receiver. Stores up to 250 CodeDodger® transmitters including the new commercial dual frequency cycling versions.

Drive reduction

Primary reduction is Super Belt™, an auto tension poly-V flex belt that does not require adjustment. Secondary reduction is by chain and sprocket.

Direct coupling

Provides fast, easy installation and prevents chain slacking. Available as an optional kit for sectional side/center mount jackshaft and hoist units.

Mechanical brake system

24V DC Disc Brake. Fewer mechanical parts for improved reliability.

Clutch

Adjustable disc-type helps protect door and operator from major damage should the door meet an obstruction.

Cycle counter

LCD (Liquid Crystal Display) clearly indicates the exact number or cycles logged for easy maintenance support.

Adjustable shaft

Output shaft can be moved from one side to the other, providing flexible installation options.

Trolley rail assembly

High strength 2 inch structural angle for added strength and durability.

NEMA 4/4X operators (optional)

Available for wet, dusty and corrosive environments.

New CodeDodger® commercial dual frequency cycling transmitters (optional)

Available in 1, 2, 3, 4-button and Open/Close/Stop versions. Automatically operates at both 315 and 390 MHz every time a button is pressed.

Warranty

RSX® operator features a 2-year or 20,000 cycle limited warranty. See installation manual for complete limitations and details.

RSX® operator selection charts

RSX® Sectional Door Chart (Sq. Ft.)

Model	HP	UL Listed	Commercial Steel Insulated & Non-Insulated										Thermacore								Aluminum	
			Door Series >		416	418	420	422	424	426	430	432	591	592	593	594	596	598	599	511	521	
			Mounting Type	Max. Door Weight (Lbs)	16GA. Flush Steel	16GA. Flush Steel Insulated	20GA. Ribbed Steel	20GA. Ribbed Steel Insulated	24GA. Ribbed Steel	24GA. Ribbed Steel Insulated	Nominal 24GA. Ribbed Steel	Nominal 24GA. Ribbed Steel Insulated	Ribbed Steel 1 5/8"	Ribbed Steel 2"	Ribbed Steel 1 3/8"	Raised Panel Steel 1 3/8"	20GA. Flush Steel 1 5/8"	Ribbed Steel 1"	Flush Steel 2"			
RSX®	1/2	Yes	TSC	1120	294	230	366	294	448	330	326	326	406	406	326	326	360	200	406	326	406	
RSX®	3/4	Yes	TSC	1370	366	294	448	366	490	406	326	326	490	448	326	326	404	200	448	326	506	
RSX®	1	Yes	TSC	1620	448	366	536	448	536	490	326	326	591	494	326	326	448	200	494	326	526	

T = Trolley
S = Jackshaft, Side Mount
C = Jackshaft, Center Mount

Note: Total door weight, and not the square footage, is the critical factor in selecting the proper operator.
Square foot measurements are based on "square doors" (Example = 16' x 16')

Note: Doors that require special windloading and wide doors normally require increased strutting (reinforcement). Strutting doors can significantly increase door weight, beyond maximum weight shown. Consult the technical support group at 1-800-275-6187.

RSX® Rolling Steel Door Chart (Sq. Ft.)





Model	HP	UL Listed	Rolling Steel Doors								Rolling Fire Doors						Counter Doors	Grilles	
			600	610/620			625				630/631/634**			635**		640/641	650/651/652	670	671
			Coil-Away™	22GA.	20GA.	18GA.	24GA.	22GA.	20GA.	18GA.	22GA.	20GA.	18GA.	24/24GA.	22/24GA.	22GA.	22GA./Alum.	Alum.	Steel
RSX®	1/2	Yes	256*	292	255	194	179	156	145	123	168	169	132	100	81	N/A	All*	450	156
RSX®	3/4	Yes	256*	375	327	249	230	200	185	158	168	169	132	100	81	N/A	All*	500	215
RSX®	1	Yes	256*	480	419	319	294	256	237	202	215	169	132	100	81	N/A	All*	600	285

Note: RSX® Maximum Door Height 24 ft.

* Operator must be wall mounted.

** Must use the Auxiliary Input/Output Module part number OPABIOX S.

Optional accessories

Accessory	Description
<div>Transmitters</div> <div></div>	The RSX® operator features a built-in radio receiver system that can store up to 250 transmitters, giving the customer the ability to identify which transmitters have been operating the door. Radio transmitters may be single-button, two-button, three-button, four-button, or Open-Close-Stop. They are easily programmed or erased using the LCD display. The patented CodeDodger® technology cycles between 315 and 390 MHz with the touch of a button.
<div>Motors</div> <div></div>	The following motors are available when specified: <ul style="list-style-type: none">Totally Enclosed Non Ventilated (TENV)Totally Enclosed Fan Cooled (TEFC)
<div>Auxiliary Modules</div> <div></div>	<ul style="list-style-type: none">Timer to Close Module – provides auxiliary control inputs, auxiliary safety inputs auxiliary timer hold input, and an automatic door closing feature with a user- selectable time delay. Safety inputs can be enabled or disabled using the on-board keypad. A sensing device must be used with this module.Auxiliary Output Module – this plug-in module will provide several auxiliary sets of dry contacts that are microprocessor controlled. Outputs can be configured using the on-board keypad.
<div>Sensing Devices</div> <div></div>	<ul style="list-style-type: none">Bottom Sensing Edge – stop and reverses the door upon contact with an obstruction.Safe-T-Beam® – senses an obstruction and signals the operator to stop or reverse the door.

RSX[®] Operator

Standard Duty Commercial Operator

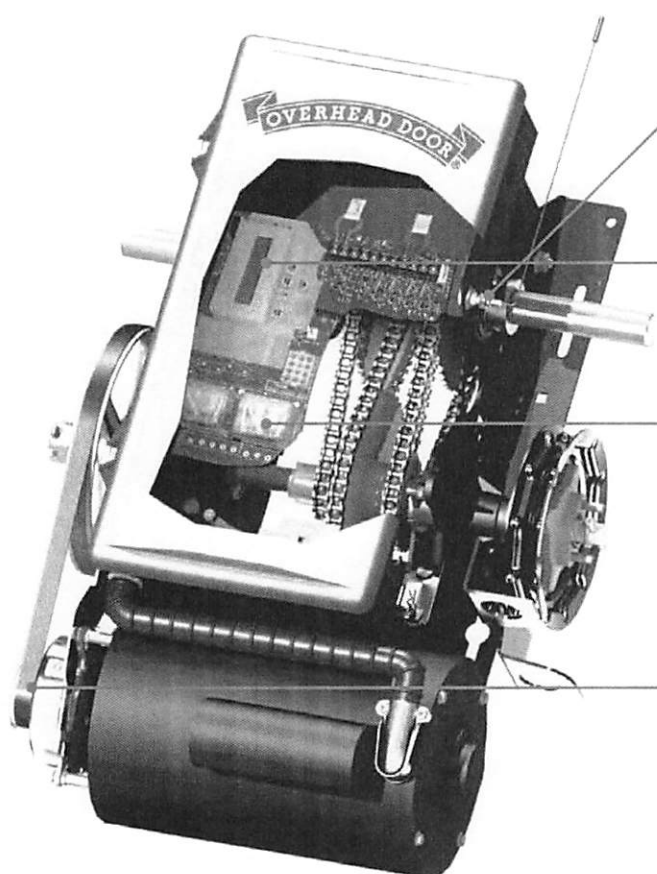
Advanced Innovation and Superior Functionality

The Genuine. The Original.

Section 8, Item C.



RSX[®] Standard Duty Operators provide easy operation with superior functionality for the most stringent applications.



Advanced radio receiver system

Provides additional safety and security.

16-Character LCD display

Simplifies installation and troubleshooting.

Voltage freedom with Voltamatic[™]

Voltamatic[™] provides 115/208/230V single phase in one unit, and 208/230/460V three phase in another unit. A separate 575V three phase unit is also available.

Super Belt[™] auto-tensioning belt

Automatically adjusts itself to the correct tension.

Progressive Braking

An advanced DC brake system similar to anti-lock brakes brings the door to a soft stop for less wear and tear on the system.

Limit Lock[™]

Makes setting and maintaining limits easy.

The service and support you need – when you need them

When you select an Overhead Door product, you get more than advanced product design and manufacturing superiority – you get unmatched support and fast response through our nationwide network of over 400 Red Ribbon Distributors. For over four generations, Ribbon Distributors have provided the industry's single-source solution for commercial and industrial door and operator systems specifically designed for integrated applications. From design and application consulting to installation and ongoing maintenance, Overhead Door Red Ribbon Distributors give you the service and support you need – when you need them.



Warranty

RSX® commercial operator is guaranteed with a 2-year or 20,000 cycle limited warranty. See complete warranty terms for full limitations and details.

The Genuine. The Original.



Overhead Door Corporation
2501 S. State Hwy.121, Suite 200. Lewisville, TX 75067
1-800-929-DOOR • www.OverheadDoor.com



Complies with UL 325 2010
as of manufactured date.
FCC certified.

SOLD AND DISTRIBUTED BY:

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CERTIFICATION OF CITY CLERK

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, Aislinn Riley, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 18th day of July, 2022 while in regular session on Monday, July 18, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 18th day of July, 2022.



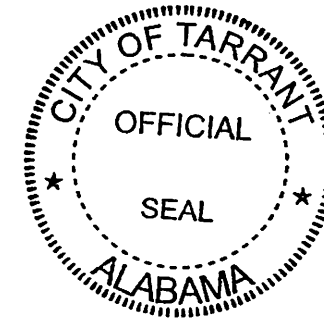

Aislinn Riley, Acting City Clerk

CITY OF TARRANT

VOUCHER LIST MONDAY, JULY 18, 2022

GENERAL FUND

50414-50453	ACCOUNTS PAYABLE RUN	\$ 25,939.15
50454-50480	ACCOUNTS PAYABLE RUN	\$ 67,235.41
50005	ACCOUNTS PAYABLE RUN	\$ 50.48
5004	ACCOUNTS PAYABLE RUN	\$ 3,110.83
NET PAYROLL		
7/8/2022	PAY PERIOD 06/20/2022-07/02/2022	\$ 118,392.10



Bank Name	Bank Number			
Corrections Fund	0193030207			
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
50005	American Ranch House	2086	07/15/2022	\$50.48
			Bank Total:	\$50.48
			Bank Payment Count:	1
Bank Name	Bank Number			
E911 Account	0215906779			
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
5004	At & T Mobility	1857	07/15/2022	\$3,110.83
			Bank Total:	\$3,110.83
			Bank Payment Count:	1
Bank Name	Bank Number			
General Fund	0017572649			
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
50454	Alabama Power	12	07/15/2022	\$365.78
50455	Alacourt.Com	1688	07/15/2022	\$133.91
50456	American Fidelity Assurance	1731	07/15/2022	\$498.58
50457	At & T	407	07/15/2022	\$434.85
50458	At & T Mobility	1857	07/15/2022	\$638.00
50459	Avenu	1773	07/15/2022	\$5,390.59
50460	Birmingham Water Works	16	07/15/2022	\$3,194.40
50461	Brian Automotive	2001	07/15/2022	\$596.25
50462	CHRIS JOHNSTON	3175	07/15/2022	\$90.21
50463	Dataworks Plus	640	07/15/2022	\$2,500.00
50464	Dolphin Pest Control	62	07/15/2022	\$244.00
50465	Greater Birmingham	1503	07/15/2022	\$2,181.85
50466	Lowe's	258	07/15/2022	\$63.36
50467	Massey,Stotser & Nichols, Pc	1906	07/15/2022	\$27,009.16
50468	Neopost Usa Inc.	167	07/15/2022	\$1,500.00
50469	O'rear Hardware	1855	07/15/2022	\$1,121.07
50470	O.Jay Fence Company	503	07/15/2022	\$2,750.00
50471	Patrick Howle	2063	07/15/2022	\$343.81
50472	Quill	76	07/15/2022	\$180.85
50473	Republic Services #802	60	07/15/2022	\$4,190.09
50474	RONALD LOWERY	3147	07/15/2022	\$84.11
50475	Southern Software, Inc.	1669	07/15/2022	\$12,537.00
50476	Texas Life Insurance Co.	1801	07/15/2022	\$24.75
50477	United Rentals	374	07/15/2022	\$289.34
50478	Wells Fargo Financial Leasing	1315	07/15/2022	\$115.33
50479	Wilbur's Air Conditioning Heating and Plumbing	3146	07/15/2022	\$547.54
50480	Xerox Corporation	1859	07/15/2022	\$210.58
			Bank Total:	\$67,235.41
			Bank Payment Count:	27

Bank Name	Bank Number			
General Fund	0017572649			
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
50414	Alabama Child Support	37	07/07/2022	\$1,241.18
50415	Alabama Crime Victims Comp Com	156	07/07/2022	\$30.00
50416	Alabama Peace Officers Annuity	160	07/07/2022	\$60.00
50417	Alabama Peace Officers Annuity	160	07/07/2022	\$57.00
50418	Alsco - Birmingham	1438	07/07/2022	\$62.88
50419	American Fidelity Assurance	1731	07/07/2022	\$498.58
50420	Annette Manning	2070	07/07/2022	\$269.98
50421	Atkins & Goolsby	1996	07/07/2022	\$1,984.07
50422	Birmingham Water Works	16	07/07/2022	\$27.31
50423	BJCTA BIRMINGHAM JEFFERSON COUNTY TRANSIT AUTHORITY	1974	07/07/2022	\$4,743.66
50424	Bound Tree Medical, Llc	772	07/07/2022	\$776.58
50425	Bradford W. Caraway	2121	07/07/2022	\$311.54
50426	Bsn Sports	1978	07/07/2022	\$1,557.99
50427	Chief Finance Officer	924	07/07/2022	\$13.00
50428	Circuit Clerk Judicial Adm Fund	1305	07/07/2022	\$29.96
50429	Commercial Icemakers, Llc	1888	07/07/2022	\$316.50
50430	Community Urgent Care Of Fulto	2100	07/07/2022	\$25.00
50431	COREY SULLIVAN CHAMBERS	3173	07/07/2022	\$300.00
50432	Cowin Equipment Company, Inc.	14	07/07/2022	\$97.80
50433	Curtis White	3145	07/07/2022	\$416.67
50434	DolphIn Pest Control	62	07/07/2022	\$127.00
50435	Dunn Construction Co., Inc.	562	07/07/2022	\$42.50
50436	Econo Printing Service, Inc.	598	07/07/2022	\$104.60
50437	Express Oil Change Llc	66	07/07/2022	\$51.29
50438	Finance Department, State	155	07/07/2022	\$667.50
50439	Genesis Tire	1291	07/07/2022	\$65.00
50440	Jefferson County District	927	07/07/2022	\$224.00
50441	Jefferson County District	927	07/07/2022	\$15.75
50442	Legal Aid Society	152	07/07/2022	\$1,500.00
50443	Lisa Baker	2067	07/07/2022	\$166.58
50444	Lowe's	258	07/07/2022	\$710.08
50445	Nafeco Inc.	132	07/07/2022	\$647.32
50446	O'reilly Auto Parts	1613	07/07/2022	\$79.06
50447	Presiding Circuit Judge Admin	1985	07/07/2022	\$27.96
50448	Quality Petroleum	1132	07/07/2022	\$7,335.57
50449	Quill	76	07/07/2022	\$476.20
50450	Rent One Llc	2020	07/07/2022	\$266.96
50451	State Judicial Admin Fund	1304	07/07/2022	\$132.08
50452	United Way Of Central Alabama	241	07/07/2022	\$30.00
50453	WRH & ASSOCIATES	3172	07/07/2022	\$450.00
Bank Total:				\$25,939.15

Date/Time: 7/7/2022 4:44 PM

**City of Tarrant
Payment Register**

User: Stephanie Cade
Page 2 of 2

Bank Payment Count: 40

TARRANT ELECTRIC DEPARTMENT

VOUCHER LIST MONDAY, JULY 18, 2022

GENERAL FUND

41447-41462	ACCOUNTS PAYBALE RUN	\$	10,534.40
41463-41472	ACCOUNTS PAYBALE RUN	\$	5,110.67
GROSS PAYROLL 7/8/2022	PAY PERIOD 06/20/2022-07/02/2022	\$	42,105.93

Batch ID: CHK07072022

Audit Trail Code: PMCHK00000899

Batch Comment:

Posting Date: 7/7/2022

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
41459	7/7/2022	00000000000011355	001756	SHUKRI MUWWAKKIL	\$540.00
41460	7/7/2022	00000000000011356	15700	SOUTHERN CASH SOLUTION	\$540.00
41448	7/7/2022	00000000000011357	1601	ATKINS & GOOLSBY, INC	\$1,195.00
41447	7/7/2022	00000000000011358	20	AAA ENVIRONMENTAL SERVICE	\$175.90
41452	7/7/2022	00000000000011359	3365	COOPERATIVE RESPONSE CENTER, I	\$3,377.69
41453	7/7/2022	00000000000011360	4395	EXCELERON SOFTWARE LLC	\$2,006.60
41455	7/7/2022	00000000000011361	672	LIBERTY NATIONAL LIFE INSURANC	\$338.11
41457	7/7/2022	00000000000011362	840	OFFICE DEPOT	\$84.66
41456	7/7/2022	00000000000011363	854	O'REAR HARDWARE	\$31.14
41458	7/7/2022	00000000000011364	911	QUILL CORPORATION	\$625.95
41451	7/7/2022	00000000000011365	977	CHANTE K CROSBY	\$810.00
41449	7/7/2022	00000000000011366	CSM002291	BARRINGTON REALTY	\$296.28
41450	7/7/2022	00000000000011367	CSM002954	CANDICE M JONES	\$69.04
41454	7/7/2022	00000000000011368	CSM003761	GLENDA P LEDGER	\$20.72
41462	7/7/2022	00000000000011369	CSM006011	WENTWORTH PROPERTIES	\$150.02
41461	7/7/2022	00000000000011370	CSM102667	SPRINT PCS	\$273.29
Total Checks: 16					Checks Total: \$10,534.40

Batch ID: CHK07142022DM
Batch Comment:

Audit Trail Code: PMCHK00000900
Posting Date: 7/14/2022

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
41471	7/14/2022	00000000000011371	001756	SHUKRI MUWWAKKIL	\$540.00
41472	7/14/2022	00000000000011372	1220	VANGUARD ALLIANCE	\$1,861.33
41465	7/14/2022	00000000000011373	1240	BIRMINGHAM WATER WORKS BOARD	\$82.84
41467	7/14/2022	00000000000011374	1391	DOLPHIN PEST CONTROL	\$119.00
41463	7/14/2022	00000000000011375	163	AUTO ZONE	\$8.28
41470	7/14/2022	00000000000011376	9109	QUALITY PETROLEUM OF ALABAMA	\$1,179.66
41466	7/14/2022	00000000000011377	977	CHANTE K CROSBY	\$540.00
41464	7/14/2022	00000000000011378	CSM002291	BARRINGTON REALTY	\$323.65
41469	7/14/2022	00000000000011379	CSM003818	LETITHIA SANDLIN	\$41.17
41468	7/14/2022	00000000000011380	CSM005840	ELITE CONCEPTS LLC	\$414.74
Total Checks: 10					Checks Total: \$5,110.67

