

AGENDA

REGULAR SESSION – 7:00 P.M.

- 1. CALL TO ORDER**
- 2. PLEDGE & PRAYER**
- 3. ROLL CALL**
- 4. APPROVAL OF MINUTES – April 3, 2023**
- 5. COMMUNICATIONS FROM THE MAYOR**
- 6. COMMITTEE REPORTS**
- 7. OLD BUSINESS**
 - A. Resolution No. 9001 – Resolution Authorizing Mayor to Enter Into an Agreement with United Way for Improvements at Franklin Park. *- Pass*
 - B. Ordinance 2023 – 1154 Ordinance to Appoint a City Manager for the City of Tarrant – *Tabled until 5/11*
Second Reading
- 8. NEW BUSINESS**
 - A. Resolution No. 9005 – Resolution Authorizing Mayor to Enter Into Lease with Anthony Toliver for 1140 Ford Avenue, Tarrant, AL 35217. *Passed*
 - B. Resolution No. 9006 – Resolution Authorizing Mayor to Enter Into Agreement with EPR to upgrade Tarrant Fire Department Software to remain NEMESIS 3.5 compliant. *- Passed*
 - C. Resolution No. 9007 – Resolution Engaging DiPizazza, Larocca, Heeter & Co., LLC to Perform an Audit of the City of Tarrant, Alabama Electric Department Accounts for Fiscal Year Ending June 30, 2022. *- Passed*
 - D. Ordinance No. 1155 – An Ordinance of the City of Tarrant, AL Establishing Regulations Related to Limitations on Weight Loads and Time of Day Operation for Truck Traffic on Certain Public Streets and Providing a Penalty for Violations. – First Reading *- Tabled*
- 9. PUBLIC COMMENTS**
- 10. VOUCHERS & EXPENSES**
- 11. ADJOURN**

CITY OF TARRANT
COUNCIL MEETING MINUTES
APRIL 3, 2023
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday, April 3, 2023, at 7:00PM at City Hall.

Mayor Wayman A. Newton called the meeting to order at 7:02PM following the council work session that began at 6:00PM to discuss the items on the agenda and other matters.

Fire Lt. Patrick Bennett led those in attendance in the Pledge of Allegiance. Rev. Caldwell gave the invocation.

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

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

Councilor Veronica Bandy Freeman was absent.

A quorum was determined to be present at the meeting.

The minutes from the March 20, 2023, regularly scheduled council meeting were presented for review and approval. Councilor Threadford moved to table approving the minutes until the April 17, 2023, meeting. Councilor Anderson seconded the motion. Mayor Newton called for a roll call vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (4) and the nays being zero (0) with one (1) member not voting, the motion to table the minutes from the March 20, 2023, meeting was agreed to, and the approval of the minutes from the March 20, 2023, council meeting was tabled.

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

The Easter Egg Hunt scheduled for April 8, 2023, at Hewitt Park was going to be rescheduled due to the threat of inclement weather. A new date and time will be announced in the near future.

This ended the communications from the Mayor's office.

The Mayor next asked for any communications from the city councilors present.

Councilor Threadford provided an update on the status of the Tarrant Electric Department board formation.

This ended communications from the city councilors present.

The Mayor then called for committee reports.

No committee reports were made.

The city council next considered old business.

There being no old business to be brought before the council, the council next considered new business.

Councilor Anderson introduced and read Resolution 9001, A Resolution Authorizing the Mayor to Enter into Agreement with the United Way for Improvements at Franklin Park. After being read, Councilor Threadford moved to table Resolution 9001. Councilor Threadford seconded the motion to table. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

The yeas being five (5) and the nays being zero (0), the motion to table Resolution 9001 was agreed to, and the resolution was tabled.

The council then agreed to call a meeting on Thursday, April 6, 2023, at 6:00PM before the scheduled work session to consider Resolution 9001. This was done in order to give the City Attorney additional time to discuss certain parts of the UWCA Agreement with the UWCA representatives.

Councilor Anderson next introduced and read Resolution 9002, A Resolution Declaring Surplus and Authorizing the Disposition of Tarrant Fire Engine 31. After being read, Councilor Anderson moved for the adoption of Resolution 9002. Councilor Threadford seconded the motion. After some discussion, including hearing from Fire Lt. Bennett, Mayor Newton then called for a vote.

Yeas:

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

Nays:

None

The yeas being five (5) and the nays being zero (0), the motion to adopt Resolution 9002 was agreed to, and the resolution adopted.

Councilor Bryant next introduced and read Resolution 9003, A Resolution to Declare a Public Emergency and to Authorize Immediate Abatement and Demolition of Real Property Located at 1611 Pinson Street, Tarrant, AL 35217, and Resolution 9004, A Resolution to Declare a Public Emergency and to Authorize Immediate Abatement and Demolition of Real Properties located at 1613 and 1615 Pinson Street, Tarrant, AL 35217. Councilor Threadford seconded the motion. Mayor Newton then called for a vote. [NOTE: Extensive discussion of these matters occurred in

the council work session immediately preceding the scheduled council meeting. The council heard from various city employees and reviewed the exhibits and written findings appended as exhibits to the respective resolutions.]

Yeas:

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

Nays:

None

The yeas being five (5) and the nays being zero (0), the motion to adopt Resolution 9003 and Resolution 9004 was agreed to, and the resolutions adopted.

Next, Councilor Threadford read for the first time Ordinance 2023, An Ordinance Authorizing the Appointment of a City Manager.

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

Councilor Threadford read a note from a current Tarrant police officer regarding the need for tires on his patrol vehicle. The officer indicated he was worried about his safety because the vehicle needed new tires, but none had been installed. There was a great deal of discussion among the council, the mayor, and others as to why new tires had not been installed.

First, Mr. Chuck Winborn spoke regarding the conditions of Cedar Street at the railroad overpass. Mr. Winborn stated he had contacted Commissioner Joe Knight and spoke about the issue along with the City of Birmingham. Mr. Winborn noted the terrible condition of the road at the grade railroad crossing. Even though that portion of Cedar Street lies within the corporate limits of Birmingham, Mr. Winborn spoke asking for as many individuals to petition the state officials and CSX officials to pressure them to fix the road at the crossing. Mr. Winborn had previously contacted Fox 6 on your side to try and garner media attention to the issue in hopes of increasing the pressure.

Second, Mr. Jadon Kenebrew, a senior at Tarrant High School on the baseball team, spoke regarding the team’s ability to access the fields at the City’s athletic facilities. Currently, the team is using the field at Jefferson State’s campus. The Mayor addressed Mr. Kenebrew stating the City had sent Tarrant High School a date request form in the fall to know dates for the upcoming season but did not receive a response back as to the dates it would need the field.

Third, Ms. Sally Overstreet spoke thanking the Tarrant Police Department and Chief Majors for the quick response of officers when she called regarding shots being fired close to her home.

This concluded comments from the public.

Finally, the council considered the vouchers and expenses of the city. Councilor Threadford moved to approve the vouchers and expenses as presented. Councilor Anderson seconded the motion. After some discussion and questions, Mayor Newton called for a vote.

Yeas:

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

Nays:

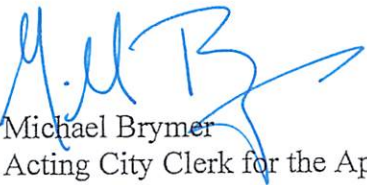
Councilor John T. “Tommy” Bryant
Mayor Wayman A. Newton

The yeas being three (3) and the nays being two (2), the motion to approve the vouchers and expenses as presented was agreed to, and the vouchers and expenses approved.

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


The meeting was adjourned at 7:49PM.

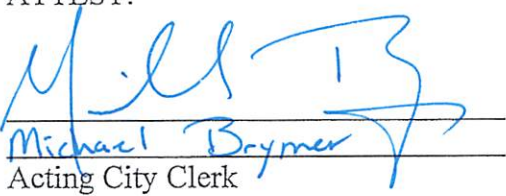
Respectfully submitted,


Michael Brymer
Acting City Clerk for the April 3, 2023, City Council Meeting

READ AND APPROVED this the ____ day of _____ 2023.



APPROVED: 

ATTEST:

Michael Brymer
Acting City Clerk

CITY COUNCIL OF CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9001

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TARRANT AND UNITED WAY OF CENTRAL ALABAMA FOR IMPROVEMENTS TO A PUBLIC PARK LOCATED AT 2247 TREADWELL ROAD (A/K/A/ FRANKLIN PARK)

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

Section 1. That United Way of Central Alabama has proposed to construct improvements to the public park located at 2247 Treadwell Road, Tarrant, AL 35217 (a/k/a "Franklin Park"), which is owned by the City of Tarrant.

Section 2. That terms and conditions of said improvements are outlined in the Memorandum of Agreement (the "Agreement") attached hereto.

Section 3. That the Mayor is hereby authorized to enter into the Agreement between the City of Tarrant and the United Way of Central Alabama for said improvements to Franklin Park; and

Section 4. That said Agreement shall commence on the date of execution and continue for a period of 20 years, unless terminated earlier by mutual agreement of the parties.

Section 5. That a copy of said Agreement is attached hereto as Exhibit A and made a part hereof as if fully set forth herein.

ADOPTED AND APPROVED THIS THE 6th DAY OF APRIL, 2023



APPROVED: _____

Wayman Newton, Mayor

ATTEST: _____

Michael D. Bryner

Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Michael D. Bryner, 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 April, 2023 while in special session and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 6th day of April, 2023.



Michael D. Bryner

Acting City Clerk

EXHIBIT A

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into this ____ day of March, 2023 by and between City of Tarrant, Alabama (Tarrant) and United Way of Central Alabama, Inc., an Alabama nonprofit corporation (UWCA").

Background:

Tarrant is the owner of the land located at 2247 Treadwell Road, Tarrant, AL 35217 (Franklin Park). UWCA, along with its affiliate, Hands On Birmingham, Inc., d/b/a United Way Hands On ("Hands On") desires to build several public parks as part of UWCA's centennial celebration. Tarrant and UWCA both desire that UWCA and Hands On build a public park on Franklin Park.

Accordingly, Tarrant and UWCA agree as follows:

Agreement:

1. Purpose of Agreement. This Agreement sets forth the terms and conditions under which Tarrant agrees to permit UWCA to construct a public park (the "Park") on Franklin Park.
2. Site. The location and design of the Park is described in Attachment A hereto.
3. Tarrant Retains Ownership. Tarrant retains ownership of Franklin Park and shall be the owner of any new facilities or improvements or any other real or personal property added to 2247 Treadwell Road, Tarrant, AL 35217 Franklin Park as part of the Park. Nothing contained in this Agreement shall be deemed to convey to UWCA any right, title, or interest in the property except as otherwise provided in this Agreement.
4. Permission to Construct Park. Tarrant agrees to grant UWCA the right to construct the Park on the property described above. UWCA and its affiliates shall have the right to access and use the property for the construction of the Park.
5. Representations and Warranties. Tarrant certifies and represents that it:
 - (a) Owns Franklin Park free and clear of any encumbrances and has the unrestricted right to make improvements to Franklin Park; and
 - (b) Is not aware of any easement, law, ordinance, or any other reason that would prevent the construction of the Park;
6. Obtaining Necessary Permits and Inspections. UWCA shall be responsible for obtaining all necessary permits and inspections for the construction of the Park. UWCA shall comply with all applicable laws, regulations, and building codes.
7. Construction and Costs. UWCA shall be responsible for design and construction of the Park. Before beginning construction, UWCA shall present the plans for the Park to Tarrant for opportunity to comment. UWCA shall construct the Park utilizing volunteer labor and contract with contractors and subcontractors, if necessary. UWCA shall be responsible for all construction costs, including but not limited to, all materials, labor, and equipment necessary to construct the Park.

8. Tarrant to Maintain Site and Facilities. Upon completion of the Park, Tarrant shall have a reasonable opportunity to inspect the Park; if the Park is in acceptable condition, Tarrant shall notify UWCA in writing that it accepts the Park as complete. After acceptance of completion by Tarrant, Tarrant shall maintain the site and facilities of the Park in a clean, orderly and safe condition. Tarrant shall be responsible for any necessary repairs to the facilities of the Park.

9. Public Access. Tarrant shall permit the Park to be open to the public during reasonable hours. Tarrant shall operate the Park for the general benefit of the public and shall not restrict the use of the Park for the general benefit of the public. UWCA and Tarrant shall each approve an initial set of reasonable rules and regulations (e.g., hours, age limits, prohibited substances) for the use of the Park. Should Tarrant restrict public access or use of the Park in any way that is, in the reasonable opinion of UWCA, contrary to the intent of this Agreement or the purpose of UWCA to invest funds to establish a safe park for the public, then Tarrant shall pay UWCA a sum of \$65,000 as a partial reimbursement of UWCA's costs, due upon demand after a reasonable period to cure any such default.

10. General Cooperation. Tarrant and UWCA shall cooperate in constructing the Park and effectuating the intent of this Agreement. Such cooperation may include, for example, Tarrant allowing contractors and inspectors onto its property, both parties signing any application for permit if required by the City, UWCA ensuring any applicable warranty from a manufacturer or contractor shall be transferred to or otherwise benefit Tarrant and entering into further agreements as necessary for the construction of the Park.

11. Liability and Indemnification. After completion of the Park, UWCA shall not be liable for any damage to the facility or injuries to persons using the facility. UWCA shall not be liable for any damages arising from any act or omission of Tarrant, its employees, agents, or contractors, and Tarrant shall not make any related claim against UWCA in any proceeding or manner. Tarrant shall indemnify, defend and hold harmless UWCA from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to any injury or claim of injury to any person or property arising from or related to the use of the Park and its facilities. During the term of this Agreement, Tarrant agrees to maintain general liability insurance with limits of at least \$2,000,000 for bodily and personal injury, death, and property damage in a combined single limit, naming both UWCA and Hands On as additional insureds under the policy.

12. Disputes. In the event that a dispute should arise between the parties related to this Agreement, the parties agree to first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between the parties.

13. Term. This Agreement shall commence on the date of execution and shall continue for a period of 20 years, unless terminated earlier by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Tarrant:

City of Tarrant

UWCA:

United Way of Central Alabama, Inc.

Print name: _____
Title: _____
Date: _____

Print name: _____
Title: _____
Date: _____

Attachment A

DESCRIPTION OF THE PARK

The Park shall be located on the property owned by The City of Tarrant located at 2247 Treadwell Road, Tarrant, AL 35217. The exact boundaries of the Park are described as follows:

**AN ORDINANCE
TO APPOINT A CITY MANAGER
FOR THE CITY OF TARRANT**

WHEREAS, the current Mayor of the City of Tarrant has continuously and consistently failed to keep the City Council informed of the financial condition of the City; and

WHEREAS, the current Mayor of the City of Tarrant has continuously and consistently failed to make timely payments of the financial obligations of the city of Tarrant; and

WHEREAS, the City Council has no confidence in the current Mayor of the City of Tarrant and desires to appoint a City Manager; and

WHEREAS, the City Council has the authority. Pursuant to Article 2 of Title 11. Chapter 43, §11-43-20 et seq., Code of Alabama, 1975 to employ a City Manager with the authority, duties, and liabilities described in said Article, whose term of office and compensation shall be as prescribed in said Article; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT AS FOLLOWS:

SECTION I. APPOINTMENT OF CITY MANAGER.

The provisions of Article 2 of Title 11, Chapter 43, §11-43-20, seq., Code of Alabama, 1975 are hereby invoked by the passage of this ordinance, and said provisions shall be exercised. The City Council hereby shall appoint a City Manager for the City of Tarrant with all of the duties and powers set forth in this ordinance, the laws of the State of Alabama, and all current subsequent ordinances of the City of Tarrant. The appointment of a City Manager shall be effective and he or she shall assume office Thirty (30) calendar days following the passage of this ordinance.

SECTION 2. COMPENSATION; POWERS AND DUTIES; BOND; TERM OF OFFICE AND REMOVAL.

The City Manager shall have the authority and be charged with the duties liabilities and penalties and shall hold office and receive compensation as set forth in this section

- (a) The City Manager shall be the administrative head of the municipal government of the City of Tarrant.
- (b) The City Manager shall receive compensation of _____ per year and shall be

payable in 12 monthly installments from the city treasury.

- (c) During the absence of disability of the City Manager the City Council shall designate some properly qualified person to perform the duties of the office of City Manager.
- (d) The City Manager must devote all of his or her working time and attention to the affairs of the city of Tarrant and shall be responsible for the City Council and shall be responsible to the City Council for the efficient administration of all affairs of the city over which he or she has jurisdiction.
- (e) The City Manager shall have the power and it shall be his or her duty:
 - (1) To see that all laws and orders are enforced;
 - (2) To appoint and employ all necessary employees of the city of Tarrant provide that the position of Chief of Police, Chief of the Fire Department, Superintendent of Utilities, and any other appointment designated by law shall be filled by the City Council
 - (3) To remove employees employed by him or her without the consent of the City Council and without assigning any reason thereof therefore subject to any civil service regulation provide that nothing in this section shall operate or confer upon the City Manager supervision and control over municipal Board of Education or municipal schools utilities operate by the city or its police or fire department other than the authority to manage and employees under the heads of the police and fire departments and utilities operated by the city;
 - (4) To attend all meetings of the City Council with a right to take part in the discussions but having no vote. The City Manager shall be entitled to loads of all special meetings;
 - (5) To recommend the City Council for adoption such measures as he or she may deem necessary or expedient;
 - (6) To see that all terms and conditions imposed in favor of the city of Tarrant or its inhabitants in the any public utility franchise or faithfully kept and perform and upon the knowledge of any violation thereof to call the same to attention of the City Attorney, whose duty it shall be forthwith to take any such steps that as are necessary to protect and enforce the same;
 - (7) To make and execute all lawful contracts on behalf of the city as to matters within his or her jurisdiction except where otherwise provided by orders provide that no

contract purchase or obligation involving more than \$10,000 shall be binding until after approval by the City Council;

- (8) To keep the City Council at all times fully advised as to the financial condition of the needs of the City;
 - (9) To make a full written report to the city council on the first of each month showing the operation expenditures of each department of the city government and for the preceding month;
 - (10) To fix all salaries and compensation of city employees lawfully employed by him or her subject however to supervision approval or disapproval of the City Council;
 - (11) To perform the duties of the city clerk treasurer without additional compensation and when so acting he or she shall be charged with all of the duties powers responsibilities and penalties of the city clerk slash treasure when so acting his or her official acts may be in his or her name as City Manager;
 - (12) To act as the purchasing agent for the city by whom all of the purchase purchases both supplies for departments under his or her control as well as those for the fire and police departments and utilities operated by the city shall be made and he or she shall approve all vouchers and payments of such purchases provide that all purchases involving the expenditure of more than \$1000 in one transaction or 4 one purpose shall first be authorized or approved by the City Council; and
 - (13) To perform all duties and responsibilities which have been previously assigned to the mayor by ordinance or resolution of the City Council
 - (14) To perform such other duties as may be prescribed by law or by ordinance or resolution of City Council
- (f) The City Manager before entering upon the discharge of his or her duties shall give bond in the penal sum of \$20,000 to be approved by the City Council payable to the city and for benefit of the city and for the use and benefit of the public to secure and identify the city and any of public in any of the public by reason of his or her default miss misfeasance, malfeasance, nonfeasance in the performance his or her duties
- (g) The term of office of the City Manager shall become coextensive with the term of officers City Council; provided that he or she may be discharged upon 60 days written

notice following the vote of as many as (2/3) two-thirds of the entire number of members is City Council.

SECTION 3. SEVERABILITY

That the provisions of this ordinance are hereby declared to be severable if any of these protections provisions sentences clauses phrases or parts are held to be unconstitutional or void the remainder shall continue in full force and effect

SECTION 4. EFFECTIVE DATE

That this Ordinance shall become effective upon publication as required by law.

Done and Adopted on this _____ Day of _____, 2023

President Pro-Tempore of the Tarrant City Council

Tabled 4.17.23

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9005

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
COMMERCIAL LEASE AGREEMENT BY AND BETWEEN THE
CITY OF TARRANT AND ANTHONY TOLIVER REGARDING
1140 FORD AVENUE, TARRANT, AL 35217**

WHEREAS, 1140 Ford Avenue, Tarrant, AL 35217 (hereinafter known as “Peoples Bank Building”) is owed by the City of Tarrant and has been vacant for several years; and

WHEREAS, it is in the best interest of the City and the citizens of Tarrant that the Peoples Bank Building be utilized to promote and support increased business activities in the City of Tarrant, particularly in the downtown district; and

WHEREAS, Mr. Anthony Toliver has been a long-time business owner in the City of Tarrant and currently requires a larger, more appropriate location for the operation of business; and

WHEREAS, it is in the best interest of the City of Tarrant and its citizens that Mr. Toliver’s business operations remain in the City of Tarrant; and

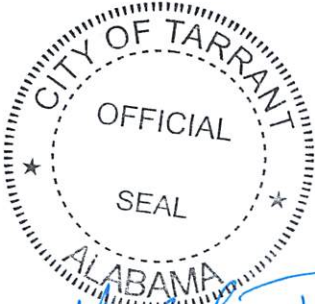
WHEREAS, a proposed commercial lease has been presented for the consideration of the City Council of the City of Tarrant to all Mr. Toliver to utilize the Peoples Bank Building for the expansion of his operations. Said commercial lease is attached hereto as Exhibit A and incorporated herein by reference.

THEREFORE BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 17, 2023 at 7:00 p.m. as follows:

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

Section 2. That the City Council of the City of Tarrant hereby authorizes the Mayor to execute the attached commercial lease between the City of Tarrant and Mr. Anthony Toliver for the lease of 1140 Ford Avenue, Tarrant, AL 35217. Terms of said lease are more fully described and set forth in Exhibit A hereto and incorporated herein by reference.

ADOPTED this the 17th day of April, 2023.



APPROVED: ZN
WAYMAN NEWTON, MAYOR

ATTEST: M. B.
Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael Bryna, the Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, April 17, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 17th day of April, 2023.



M. B.
Acting City Clerk

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and entered into this the ____ day of _____, 2023, by and between **The City of Tarrant, Alabama**, an Alabama municipal corporation (hereinafter referred to as "Landlord") and **Anthony Toliver** (hereinafter referred to as "Tenant").

ARTICLE I **GRANT OF LEASE**

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord 1140 Ford Avenue, Birmingham, AL 35217 (the "Premises"), together with, as part of the parcel, all improvements located thereon.

ARTICLE II **LEASE TERM**

The initial term ("Initial Term") of this Lease shall begin upon the date of the execution of this Lease ("Commencement Date") and shall terminate on a date three (3) years after the Commencement Date of the Lease. This Lease may be terminated by either party after providing sixty (60) days written notice of the party's intention to terminate this Lease.

ARTICLE III **RENEWAL TERMS**

Tenant shall have the option to extend the Term (as hereinafter defined) of this Lease for up to four (4) consecutive periods of three (3) years each. Each such extension term shall be hereinafter referred to as a "Renewal Term". Each Renewal Term may be exercised by Tenant delivering written notice to Landlord of such exercise no later than twelve (12) months prior to the expiration of the then-existing term. Each Renewal Term shall be upon all of the terms and conditions contained in this Lease. As used herein "Term" shall mean, collectively, the Initial Term and any Renewal Term. Notwithstanding anything contained herein to the contrary, Tenant shall not have the right to extend the Term if as of the final day of the Initial Term (or the applicable Renewal Term), an Event of Default (as hereinafter defined) has occurred which is continuing.

ARTICLE IV **DETERMINATION OF RENT**

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time-to-time direct by notice to the Tenant, rent at the following rates and times:

Payment of Rent. The rent shall be Five Hundred and 00/100 Dollars (\$500.00) per month for the first annual quarter of the Term. Thereafter, the rent shall increase by \$50.00 each quarter until the rent is \$800.00 per month (the "Base Rent"). The Base Rent shall be payable in advance

in monthly installments to the Landlord. Any and all sums which may become due and payable to Landlord pursuant to the terms of this Lease shall be treated as Additional Rent. The term "Rent" as hereinafter used shall collectively constitute both Base Rent and Additional Rent payable by Tenant under this Lease. Additional Rent shall be considered Rent for purposes of default, but shall not be deemed Rent with respect to governmental taxation, wage, price, and rent controls unless specifically required by law. The first month's base rent and additional rent shall not be due and payable until the Lease Commencement Date as provided in Section 3 hereof. Thereafter, if the Rent is not paid by the tenth (10th) day of each month, a late charge of five percent (5%) of the Rent then due shall become due and payable. Should a check for any payment be returned due to insufficient funds or for any other reason, a charge of Thirty and 00/100 Dollars (\$30.00) per each return shall immediately become due and payable.

Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year-to-year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

ARTICLE V **NET LEASE, TAXES, UTILITIES**

A. This Lease is a net lease. It is the intention of Landlord and Tenant that the Rent and other sums and charges provided herein shall be absolutely net to Landlord and that such amounts shall be paid without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, except as otherwise expressly permitted by this Lease. It is further the intent of Landlord and Tenant that all costs and expenses (other than depreciation, interest on and amortization of debt incurred by Landlord, and costs incurred by Landlord in financing or refinancing the Premises) and other obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable prior to the expiration or earlier termination of the Term shall be paid and performed by Tenant. All obligations to be performed by Tenant under this Lease shall be performed at the sole cost and expense of Tenant and without reimbursement or contribution by Landlord, unless otherwise expressly provided in this Lease.

B. It is the intention of the parties hereto that, except as otherwise expressly provided in this Lease, the obligations of Tenant under this Lease shall be separate and independent covenants and agreements, and that except as otherwise expressly provided in this Lease, (i) Rent, Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant under this Lease shall continue unaffected and (ii) this Lease shall not be terminable by Tenant. WITHOUT LIMITATION OF THE FOREGOING, THE RENT, ADDITIONAL RENT AND OTHER SUMS PAYABLE HEREUNDER SHALL CONTINUE TO BE PAYABLE AND THIS LEASE SHALL NOT BE TERMINATED IN THE EVENT TENANT CANNOT OPERATE ITS BUSINESS IN THE PREMISES AS THE RESULT OF THE VIOLATION OF ANY ZONING, PARKING OR OTHER SIMILAR ORDINANCE INCLUDING, WITHOUT LIMITATION, THE LOSS OF ANY LEGAL NONCONFORMING STATUS WITH RESPECT TO THE PROPERTY. No amounts due from Landlord to Tenant shall be deducted from or offset against any amounts payable by Tenant to Landlord hereunder.

C. Landlord and Tenant agree that this Lease is a true lease and does not represent a financing arrangement. Each party shall reflect the transaction represented hereby in all applicable books, records, and reports (including income tax filings) in a manner consistent with "true lease" treatment rather than "financing" treatment. Tenant shall pay or cause to be paid when due all charges for all public or private utility services to or for the Premises during the Term, including, without limiting the generality of the foregoing, all charges for heat, light, electricity, water, gas, telephone service, cable service, garbage collection and sewage and drainage service. Unless otherwise provided herein, Landlord shall be responsible for any charges or amounts in connection with the Lease.

D. Commencing on the Commencement Date and continuing during the Term, Tenant shall pay all taxes of every kind and nature (including, without limitation, all real estate, ad valorem and personal property, income, franchise, withholding, profits and gross receipts taxes), all charges and other amounts payable pursuant to any easement, declaration or other agreement which encumbers the title to the Premises, all general and special assessments, levies, permits, inspection and license fees, all ground rents, and all other public charges and/or taxes whether of a like or different nature, even if unforeseen or extraordinary, imposed upon or assessed, prior to or during the Term, against Landlord, Tenant or any of the Premises as a result of or arising in respect of the ownership, occupancy, leasing, use, maintenance, operation, management, repair or possession thereof, or any activity conducted on the Premises, or the Rent, or Additional Rent, including without limitation, any gross income tax, sales tax, use tax, occupancy tax or excise tax levied by any governmental body on or with respect to such Rent or Additional Rent and any taxes imposed upon Landlord or the Premises in lieu of or in substitution of any such taxes, charges or other amounts (all of such taxes, charges and rents being collectively called the "Impositions").

E. Tenant shall pay the Impositions to the respective taxing authorities or to the other payees thereof at least thirty (30) days prior to the date such Impositions become delinquent, and shall provide Landlord with copies of paid receipts evidencing the payment of such Impositions within ten (10) days after each payment thereof. If any Imposition is not paid by Tenant as provided in the immediately preceding sentence, Landlord, after giving Tenant at least ten (10) days written notice thereof, may (but shall not be obligated to) pay the unpaid Imposition, including any penalties and interest thereon, in which event Tenant shall be obligated to reimburse Landlord on demand for any amount so paid by Landlord plus interest thereon at the rate of 12% or the highest rate permitted by law, whichever is less ("Default Rate"), on the unreimbursed portion of the amount so paid from the date of payment by Landlord until Landlord shall have been reimbursed in full.

F. If by law any Imposition may at the option of the taxpayer be paid in installments, Tenant may exercise such option, and shall pay all such installments (and interest, if any) becoming due during the Term as the same become due (including any installment with respect to any assessment which may be payable following the Commencement Date). At the end of the Term, Tenant shall deposit with Landlord an amount sufficient to pay Tenant's pro rata share of all Impositions for the calendar year in which the Lease terminates.

G. Tenant shall at all times during the Term, at Tenant's sole cost and expense, perform and comply in all material respects with all laws, rules, orders, codes, ordinances, regulations and requirements now or hereafter enacted or promulgated by any governmental authority and which are applicable to the Premises (including any such laws, rules, orders, codes, ordinances, regulations or requirements which require modifications or alterations of the Premises) or to the business of Tenant conducted at the Premises. In addition, Tenant shall at all times during the Term, at Tenant's sole cost and expense, comply with the directives of any public officer which imposes any duty, obligation, order or violation with respect to the Premises. In addition, Tenant shall comply with all covenants, conditions and restrictions and other similar documents recorded against the Premises as of the date hereof and perform all of the obligations required of the owner of the Premises by any such covenants, conditions, restrictions and other documents. Such laws, rules, orders, codes, ordinances, regulations, requirements, covenants, conditions, restrictions, duties, obligations and orders are collectively called the "Legal Requirements". Tenant shall obtain and maintain all licenses and permits required to operate the Premises for the use permitted by this Lease hereof. Tenant shall not take any action, or fail to take any action, which results in the loss of any permit necessary to operate the Premises for the Permitted Use (as hereinafter defined) or otherwise result in the loss of the legal right to operate the Premises for the Permitted Use.

ARTICLE VI

DUTIES OF TENANT

A. Improvements by Tenant. In the event Tenant undertakes any improvements to the Premises, Tenant shall prepare plans and specifications for the construction of improvements and provide same to Landlord for approval, subject to Landlord's sole discretion, which shall not be unreasonably withheld, prior to commencement of any such improvements. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

B. Tenant shall abide by the rules and regulations set out and provided by Landlord. Landlord, in its sole discretion, shall have the right to establish additional equitable rules and regulations applicable to all tenants, and to adopt amendments to the same from time to time for the proper and efficient operation and/or maintenance of the Common Areas or any portion thereof. All rules and regulations shall be applicable to and enforced against all occupants of the Premises in a uniform and non-discriminatory manner.

C. Insurance. Tenant shall maintain, with respect to the Premises, public liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for injury or death from one accident and Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) property damage

insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Premises. A copy of a certificate of insurance naming the Landlord as an additional insured shall be delivered to Landlord on or before the commencement date and no such policy shall be cancellable without thirty (30) days prior written notice to Landlord.

D. Use of Premises. Tenant shall be permitted to use the Premises during the Term of this lease and any extensions or renewals thereof for the purpose of its business and for no other purpose, and in compliance with all rules, regulations and ordinances of all governmental authorities who have jurisdiction over the Premises and the use thereof (the "Permitted Use").

E. Maintenance and Repairs. During the Term, Tenant, at its expense, shall maintain the Premises in good condition, repair and cleanliness, reasonable wear and tear excepted, and in compliance with all the Legal Requirements (including, without limitation, the Americans with Disabilities Act and all rules and regulations thereunder). Tenant shall make all repairs to the Premises, both structural and nonstructural, and all replacements to components of the Premises which must be replaced during the Term (including, without limitation, the roof and structural components of the Premises and the HVAC system at the Premises). TENANT ACKNOWLEDGES THAT LANDLORD IS NOT OBLIGATED TO MAKE ANY REPAIRS WHATSOEVER TO THE PREMISES OR TO REPLACE ANY COMPONENT OF THE PREMISES.

F. Alterations and Liens. During the Term of this Lease, Tenant shall be permitted to make such nonstructural additions, improvements, alterations, and replacements to the exterior of the Improvements as Tenant desires. Any structural alteration to the Premises or the Improvements and any material alteration of the exterior of the Premises or the Improvements shall require the prior written consent of Landlord. All such alterations shall be performed in a good and workmanlike manner and in accordance with the Legal Requirements. Any signs erected on the exterior of the Premises shall be subject to Landlord's prior written approval. At the expiration or earlier termination of this Lease, all additions, alterations and improvements to the Premises and all fixtures installed therein shall become the property of Landlord (except as provided in the following sentence). Upon the expiration of the Term, provided that no Event of Default has occurred which is continuing, Tenant shall be entitled to remove its Trade Fixtures and Equipment from the Premises, but Tenant shall promptly repair any damage to the Premises which is caused by such removal. The term "Trade Fixtures and Equipment" shall mean all of Tenant's personal property, equipment and trade fixtures which can be removed without material damage to the Premises and which are not essential to the normal operation of the Premises including, without limitation, all signage (except as provided below), point-of-sale systems and other trade fixtures and equipment used in the operation of the Tenant's business at the Premises. Trade Fixtures and Equipment shall not include items which cannot be removed without material damage to the Premises or which are essential to the normal operation of the Premises including, without limitation, all plumbing systems and fixtures, toilets, heating, ventilation and air conditioning systems, electrical systems, light fixtures, a sign structure and other similar fixtures and systems. Tenant shall promptly pay for all work, labor, or services done, or materials furnished for any work, repair, rebuilding, replacement, painting, cleaning, maintenance, improvement, alteration, or additions performed by or on behalf of Tenant or any party holding the Premises through or under Tenant, and Tenant shall not permit any mechanic's, materialman's, or any other type of

lien or claim of lien to be filed against the Premises by reason of or related to any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises through or under Tenant. If any such mechanic's, materialman's or other lien or claim of lien shall at any time be filed against or affecting Landlord, the Premises, whether said lien or claim of lien be valid or not, Tenant shall indemnify and hold Landlord harmless from same and shall within twenty-one (21) days after notice of the filing thereof, cause such lien to be canceled and discharged of record. If Tenant shall fail to cause such lien to be so canceled and discharged within such twenty-one (21) day period, then in addition to any other right or remedy of Landlord, Landlord shall be entitled, but not obligated, to discharge such lien in any manner that Landlord shall in its sole discretion determine, and the cost of so doing, including reasonable attorney's fees, shall be repaid by Landlord to Tenant as additional rent immediately upon demand. Nothing in this Lease shall be construed in any way as: (a) constituting the consent, authorization, or request, express or implied, of Landlord to any contractor, subcontractor, laborer, mechanic, materialman, or any other party for the performance of any work, labor, or services or the furnishing of any materials for any repair, rebuilding, replacement, painting, cleaning, maintenance, improvement, alteration, or addition of or to the Premises or for the benefit of Landlord; or (b) giving Tenant the right, power or authority to act as agent of Landlord or on behalf of Landlord in furnishing any materials or causing, contracting for, or permitting any work, labor, services, maintenance, improvement, alteration or addition of or to the Premises. Notice is hereby given that Landlord shall not be liable for any labor or materials or services furnished to Tenant upon credit, and that no mechanics, materialman's, or other lien or claim of lien for any such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Landlord in the Premises.

ARTICLE VII

INDEMNITY AND LIABILITIES OF LANDLORD AND TENANT

A. Tenant shall, and does hereby, indemnify, release, and save harmless Landlord, and Landlord's agents, servants, employees, officers, attorneys, shareholders, and directors (hereinafter called "Landlord Group") from and against any and all suits, actions, judgments, damages, costs, expenses, and attorney's fees incurred in the defense of any actions or proceedings arising out of or related to any loss of life, or personal injury, or property damage, or any and all other demands, claims or actions of any nature arising out of or related to this Lease or any transaction or occurrence in, on, upon or near or involving the Premises, or the occupancy or use thereof. Tenant shall defend, at Tenant's sole expense, any action brought against Landlord if demanded by Landlord. Tenant shall upon demand reimburse Landlord for any cost, expense or any sum expended by Landlord in connection with the foregoing and said reimbursement shall bear interest at the Default Rate until fully paid.

B. Tenant shall store, sell, and use Tenant's property, fixtures, inventory, and equipment, and shall use and occupy the Premises at Tenant's own risk, and Tenant shall and does hereby release the Landlord from and against any and all claims of any nature arising out of or related thereto.

C. Landlord shall not be liable for any defect in the Premises, or in any of the improvements, equipment, machinery, or apparatus thereon, and Landlord shall not be liable for any loss of life,

bodily or personal injury, or property damage of Tenant or any other party caused by or resulting from: (i) steam, snow, or ice; (ii) leakage, backing up seepage, or overflow of water or sewage; (iii) fire, casualty, act of God, or the elements; or (iv) negligence or acts of commission or omission in the design, construction, operation, or use of any improvement, machinery, apparatus, or equipment in or on the Premises.

D. In the event Landlord shall be made a party to any litigation (i) commenced by or against Tenant or (ii) arising out of or related to the Premises, or use or occupancy thereof by Tenant or any of Tenant's subtenants, assignees, invitees, licensees, employees, servants, or agents, then Tenant shall indemnify, protect, and save harmless Landlord therefrom and shall pay upon demand all damages, and reasonable costs, expenses, and attorney's fees arising out of or related thereto.

E. Tenant shall pay all reasonable costs, expenses, and attorney's fees that may be incurred or paid by Landlord in enforcing the terms of this Lease.

ARTICLE VIII

DEFAULT

A. Tenant shall be in default, after the expiration of applicable notice and cure periods, under this Lease upon the occurrence of any one or more of the following events or occurrences, each of which shall be deemed to be a material default (each, an "Event of Default"):

- a. Landlord does not actually receive any payment of the full amount of the Rent on the dates set forth herein, within ten (10) days of Tenant's receipt of notice from Landlord;
- b. Tenant fails to fully and punctually observe or perform any of the terms or covenants of this Lease;
- c. Tenant fails to take possession or occupancy of, or deserts or abandons the Premises or the Premises become vacant for a period of thirty (30) consecutive days;
- d. The filing or execution or occurrence of: (aa) a petition by or against Tenant or any guarantor of Tenant's obligations pursuant to this Lease in bankruptcy or seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any provision of the present or any future bankruptcy act or any other future federal, state, or other bankruptcy or insolvency statute or law, (bb) an assignment by Tenant or any guarantor of Tenant's obligations pursuant to this Lease for the benefit of creditors, (cc) a petition or other proceeding by or against Tenant or any guarantor of Tenant's obligations pursuant to this Lease for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator with respect to any portion of Tenant's or guarantor's property, (dd) any levy, execution or attachment against Tenant or any guarantor of Tenant's obligations pursuant to this Lease, or (i.e.) any transfer or passage of any interest of Tenant under this Lease by operation of law.

B. Upon the occurrence of any one or more of the aforesaid events of default, or upon the occurrence of any other default or defaults by Tenant under this Lease and after ten (10) days'

written notice and opportunity to cure given to Tenant (or such additional time as afforded by Landlord as necessary to cure said default), Landlord may, at Landlord's option, without any further demand or notice whatsoever:

- a. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or
- b. Terminate this Lease as provided hereinabove and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, (aa) a sum which, at the date of such termination, represents the then value of the excess, if any, or (bb) the Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full term hereby granted, or (cc) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or
- c. Without terminating this Lease, declare immediately due and payable all Rent, Taxes, and other rents and amounts due and coming due under this Lease of the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all reasonable costs, expenses and attorney's fees of Landlord incurred in connection with the re-letting of the Premises; or
- d. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to re-let the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such re-letting. Upon each such re-letting, all rentals received by Landlord from such re-letting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord;

second, to the payment of any costs and expenses of such re-letting, including without limitation, brokerage fees, and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any, shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In re-letting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such re-letting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such re-letting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

- e. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, Landlord may suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities, or other service that it may be obligated to furnish or render, so long as Tenant is in default under this Lease; or
- f. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or
- g. Pursue such other remedies as are available at law or in equity.

C. Landlord's pursuit of any remedy or remedies, including, without limitation, any one or more of the remedies stated in the foregoing subparagraph, shall not (i) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provide by law or in equity, separately or concurrently or in any combination, or (ii) serve as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

D. If this Lease shall terminate as a result of or while there exists a default hereunder, any funds of Tenant held by Landlord may be applied by Landlord to any damages payable to Tenant (whether provided for herein or by law) as a result of such termination or default.

E. Neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgment thereon shall bar Landlord from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding any sum or sums then due be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sum or sums so omitted.

F. Landlord's acceptance of late rent shall not be considered a waiver of Tenant's default for late payment of rent or violation of any other provision of this Lease.

ARTICLE IX

MISCELLANEOUS

A. Landlord and Tenant each represents and warrants to the other that neither of them has employed or dealt with any broker, agent or finder in connection with this Lease. Tenant and Landlord shall each indemnify and hold harmless the other from and against any claim or claims for any broker's fee or commission asserted by any broker, agent or finder employed by Tenant. The provisions of this Section shall survive the expiration or other termination of this Lease.

B. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise expressly provided herein, their respective personal representatives and successors and assigns; provided, however, that upon the sale, assignment or transfer by Landlord (or by any subsequent Landlord) of its interest in the Premises as owner or lessee, including, without limitation, any transfer upon or in lieu of foreclosure or by operation of law, Landlord (or subsequent Landlord) shall be relieved from all subsequent obligations or liabilities under this Lease, and all obligations subsequent to such sale, assignment or transfer (but not any obligations or liabilities that have accrued prior to the date of such sale, assignment or transfer) shall be binding upon the grantee, assignee or other transferee of such interest. Any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed such subsequent obligations and liabilities.

C. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

D. The terms of this Lease are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation (whether oral or written). The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Lease. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises or this Lease except as expressly set forth herein. The language in all parts of this Lease shall in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against any party by reason of such party having drafted such language.

E. Upon Tenant paying the Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities claiming by, through or under Landlord subject, however, to the provisions of this Lease and to the priority of any applicable mortgages or deeds of trust or ground or underlying leases provided for herein.

F. All of Tenant's and Landlord's covenants and obligations contained in this Lease which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of this Lease shall survive such expiration or earlier termination. No provision of this Lease providing for termination in certain events shall be construed as a limitation or restriction of Landlord's or Tenant's rights and remedies at law or in equity available upon a breach by the other party of this Lease.

G. The Laws of the State of Alabama shall govern the validity, performance, and enforcement of this Lease. Tenant consents to personal jurisdiction and venue in the state and judicial district in which the Premises are located. The courts of the state where the Premises are located will have exclusive jurisdiction and Tenant hereby agrees to such exclusive jurisdiction.

H. This Lease may only be amended, modified or supplemented by an agreement in writing duly executed by both Landlord and Tenant.

I. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE.

J. DELIVERY OF THE LEASE TO EITHER PARTY SHALL NOT BIND ANY PARTY IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD OR TENANT SHALL ARISE UNTIL THIS INSTRUMENT IS SIGNED BY BOTH LANDLORD AND TENANT AND DELIVERY IS MADE TO EACH PARTY.

K. Arbitration. Except for any action for unlawful detainer against the Tenant, any controversy, dispute, or claim arising out of, in connection with, or in relation to, the interpretation, performance or breach of this Lease, including, without limitation, the validity, scope, and enforceability of this section, may at the election of any party, be solely and finally settled by arbitration conducted in Birmingham, Alabama, by and in accordance with the then existing rules for commercial arbitration of the American Arbitration Association, or any successor organization and with the Expedited Procedures thereof (collectively, the "Rules"). Each of the parties hereto agrees that such arbitration shall be conducted by a single arbitrator selected in accordance with the Rules; provided, that such arbitrator shall be experienced in deciding cases concerning the matter which is the subject of the dispute. Any of the parties may demand arbitration by providing Notice to the other party and to the American Arbitration Association in accordance with the Rules ("Demand for Arbitration"). Each of the parties agrees that if possible, the award shall be made in writing no more than 30 days following the end of the proceeding. Any award rendered by the arbitrator(s) shall be final and binding and judgment may be entered on it in any court of competent jurisdiction. Each of the parties hereto agrees, except as may be required to enforce the arbitrator's award, to treat as confidential the results of any arbitration (including, without limitation, any findings of fact and/or law made by the arbitrator) and not to disclose such results to any unauthorized person. The parties intend that this agreement to arbitrate be valid, enforceable and irrevocable. In the event of any arbitration with regard to this Agreement, each party shall pay its own legal fees and expenses. The parties shall equally share the Arbitrator's fees and costs of the arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

Tenant:

Anthony Toliver

Landlord:

The City of Tarrant, Alabama

By: Wayman Newton
Its: Mayor

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9006

**A RESOLUTION AUTHORIZING MAYOR TO ENTER INTO AGREEMENT
WITH EPR SYSTEMS TO PROVIDE EMERGENCY REPORTING SOFTWARE
IN COMPLIANCE WITH FEDERAL AND STATE REPORTING
REQUIRMENTS.**

WHEREAS, Alabama Department of Public Health is in the process of requiring that all licensed EMS services in Alabama to report at a NEMESIS 3.5 compliance level; and

WHEREAS, Tarrant Fire Department's current ESO-ERS platform provider has announced that the current software being utilized by TFD will not be transitioning to the new ADPH EMS required levels, and

WHEREAS, in order to remain complaint under Federal NFIRS and NEMIS standards and State of Alabama Fire Marshall and EMS requirements, it is necessary that Tarrant Fire Department find a new platform provider to ensure they meet the required compliance levels for emergency and EMS reporting; and

WHEREAS, proposals have been received from multiple providers and EPR Systems has been found to be the preferred, most cost-efficient provider; and

WHEREAS, the cost of the proposed platform transition is \$14,198.00 for initial set-up, training and annual costs for year 1, with annual costs thereafter to be \$10,638/yr beginning in year two (as more fully set out and described in Exhibit A attached hereto);

WHEREAS, both the initial and annual costs of the reporting system are eligible to be paid out of the City of Tarrant E-911 fund allocation.

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 17, 2023 as follows:

1. That the preamble as set forth above is adopted, ratified, and incorporated as if fully set out herein.
2. That the Mayor is hereby authorized to enter into an agreement with EPR Systems to provide ESO-ERS reporting software and training (as more fully set out and described in Exhibit A, attached hereto).
3. That said expenditures are eligible E-911 fund expenses and shall be paid as stated above from same.



ADOPTED THIS THE 17th DAY OF APRIL, 2023.

APPROVED: _____

Wayman Newton, Mayor

ATTEST: _____

Michael Bryner

Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Michael Bynum, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, April 17, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 17th day of April, 2023.



Michael Bynum, Acting City Clerk

EXHIBIT A



QUOTE

4265704000043635121

Valid Till Jul 31, 2023
Sales Executive Jaime Metcalf
Amount \$ 14,198.00

Bill To
City Of Tarrant Fire Department
Patrick Bennett
2593 Commerce Circle, Tarrant,
Alabama, ,
35217

Item & Description	Payment Type	List Price	Qty	Amount
Fire Bundle (NFIRS, Inspection, Properties, Pre Plan, Hydrants, Investigation)	Recurring	\$ 2,363.00	1	\$ 2,363.00
ALS Lite	Recurring	\$ 3,300.00	1	\$ 3,300.00
LMS Works Robust Learning Management System (LMS) for in-house training of firefighters and EMS to coordinate and facilitate certifications and other skills training	Recurring	\$ 20.00	22	\$ 440.00
J&B Content - Fire	Recurring	\$ 13.00	17	\$ 221.00
J&B Content ALS	Recurring	\$ 17.00	17	\$ 289.00
Analytics/Reporting Platform	Recurring	\$ 0.00	1	\$ 0.00
Inventory/Maintenance/Work Order	Recurring	\$ 480.00	1	\$ 480.00
CAD Interface Interface with CAD E Force	Recurring	\$ 1,196.00	1	\$ 1,196.00
Active 911 Interface	Recurring	\$ 0.00	1	\$ 0.00
ShiftWorks Payroll Extract	Recurring	\$ 1,295.00	1	\$ 1,295.00
ShiftWorks	Recurring	\$ 62.00	17	\$ 1,054.00

Item & Description	Payment Type	List Price	Qty	Amount
Training and Implementation Web	One time	\$ 1,560.00	1	\$ 1,560.00
Data Migration and Conversion ER & Target Soultions	One time	\$ 2,000.00	1	\$ 2,000.00

Recurring Fee Total	\$ 10,638.00
One Time Fee Total	\$ 3,560.00
Sub Total	\$ 14,198.00
Service Tax	\$ 0.00
Paid Amount	\$ 14,198.00

Authority Signature

Grand Total	\$ 14,198.00
-------------	--------------

Authorization Signature: _____

Accounts Payable Contact Name: _____

Title: _____

Accounts Payable Email/Number: _____

Date: _____

FDID Number: _____

Terms & Conditions

All One-Time Fee's shall be invoiced on the Effective Date.

During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date, which is 15 calendar days after the effective date.

RESOLUTION NO. 9007

**A RESOLUTION ENGAGING DIPIAZZA, LARocca, HEETER, & CO., LLC TO
PERFORM AN AUDIT OF THE CITY OF TARRANT, ALABAMA ELECTRIC
DEPARTMENT ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 2022.**

WHEREAS, the City of Tarrant, Electric Department ("TED") is in need of a an audit of its financial statements and related matters for the fiscal year ending June 30, 2022; and

WHEREAS, the accounting firm of DiPiazza, LaRocca, Heeter, & Co., LLC ("DLHC") is an accounting firm duly qualified to perform the audit; and

WHEREAS, the selection of an auditor or audit firm, as a professional service, is exempted from public bid pursuant to § 41-16-54(f), Code of Alabama (1975); and

WHEREAS, DLHC provided the attached engagement letter (attached as Exhibit "A" to this Resolution) for consideration by the City Council of the City of Tarrant, Alabama, which governs and sets policy for the TED;

WHEREAS, having reviewed the engagement letter attached as Exhibit "A," the City Councils finds it in the best interest of its customers to engage DLHC to perform the audit under the terms and conditions set out in engagement letter for the fiscal year ending June 30, 2022.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF TARRANT, ALABAMA**, while in regular session the following:

(1) The above stated preamble is ratified and included as if fully set out herein;

(2) The accounting firm of DLHC is hereby engaged perform the audit of the TED for the fiscal year ending June 30, 2022, under the terms of DLHC's engagement letter which is attached as Exhibit "A" to this Resolution;

(2) That Superintendent of the TED Tracie B. Threadford is hereby authorized to engage DLHC to perform the audit, and she is further authorized to take any and all action necessary to effectuate the intent and purpose of this Resolution, including the execution of all necessary documents for this purpose.

ADOPTED THIS _____ DAY OF _____, 2023.

Tracie B. Threadford
Council Pro Tem

John T. "Tommy" Bryant
Tarrant City Council

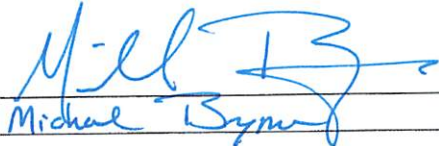
CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael Brymer, Acting 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 17th day of April, 2023, while in regular session on Monday, April 17, 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 the 18th day of April, 2022


Michael Brymer, Acting City Clerk



DiPiazza LaRocca Heeter & Co, LLC
510 Office Park Drive • Suite 100
Birmingham, AL 35223
205.871.9973
www.dlhcpa.com

March 21, 2023

To City of Tarrant Electric Department
Tracie B. Threadford, Mayor Pro Tempore
Tarrant, Alabama

We are pleased to confirm our understanding of the services we are to provide City of Tarrant Electric Department for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Tarrant Electric Department as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Tarrant Electric Department's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Tarrant Electric Department's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Organization Data
- 3) Schedule of Changes in Net Pension Liability
- 4) Schedule of Employer Contributions
- 5) Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies City of Tarrant Electric Department's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Operating Revenues
- 2) Schedule of Operating and Maintenance Expenses

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk of material misstatement as part of our audit planning:

Improper recognition and expenditure of funds, and overstatement of revenue.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Tarrant Electric Department's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of City of Tarrant Electric Department in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of DiPiazza LaRocca Heeter & Co., LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the appropriate oversight cognizant agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiPiazza LaRocca Heeter & Co., LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Matt Stewart is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately May 1, 2023 and to issue our reports no later than June 30, 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$41,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of City of Tarrant Electric Department's financial statements. Our report will be addressed to the Mayor and City Council of the City of Tarrant. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to City of Tarrant Electric Department and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

D. Piazza LaRocca Heeter & Co., LLC

DiPiazza LaRocca Heeter & Co., LLC

RESPONSE:

This letter correctly sets forth the understanding of City of Tarrant Electric Department.

Management signature: _____

Title: _____

Date: _____

ORDINANCE NO. 1155

AN ORDINANCE OF THE CITY OF TARRANT, ALABAMA, ESTABLISHING REGULATIONS RELATED TO LIMITATIONS ON WEIGHT LOADS AND TIME OF DAY OPERATION FOR TRUCK TRAFFIC ON CERTAIN PUBLIC STREETS AND PROVIDING A PENALTY FOR VIOLATIONS.

WHEREAS, the state of Alabama, by § 11-49-80 of the Code of Alabama (1975) vests the City of Tarrant, Alabama, ("City") with the authority and responsibility to maintain and repair the public streets within its corporate limits that are not otherwise maintained by the county or state; and

WHEREAS, due to heavy trucks with weigh limits exceeding the capacity that the roads were originally designed for have caused and continues to cause on-going damage to that roadways that are identified in Exhibit "A"; and

WHEREAS, the streets identified in Exhibit "A" are all public streets within the corporate limits of the City that are maintained and repaired by the City; and

WHEREAS, the City frequently receives, and has received, complaints from residents in a predominately residential neighborhood with these heavy trucks traveling through the neighborhood at unreasonable times and causing extensive damage to these City-maintained public roads; and

WHEREAS, the City Council further finds that the implementation of weight limits and times of day that would permit for trucks exceeding a certain weigh limit defined herein and traveling on the streets designated herein will help to prolong the life of those streets so designated; and

WHEREAS, the City Council of the City of Tarrant, Alabama finds that it is in the best interest of the health, safety and welfare of its citizens to place weight limits on trucks traveling on certain public roads and streets within the City that are identified herein.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA, while in regular session on the date set forth below establish the following:

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

Section 2. Definitions. The following words, terms and phrases when used in this Ordinance shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Authorized emergency trucks* shall mean fire department trucks, police trucks, public ambulances for which permits have been issued by the state Department of Public Health or the Jefferson County Department of Public Health, as may be applicable; emergency trucks of municipal departments; or public service corporations as are designated or authorized by the governing body of an incorporated city, private trucks operated by volunteer firemen or certified emergency medical volunteers while answering a fire alarm or responding to a medical emergency, and trucks owned by the state or by a political subdivision engaged in emergency utility repair or electric, water, or wastewater services.

(2) *Proof of route* shall mean a written verification of pick-ups, deliveries, or destinations, which may include a log book, delivery slip, shipping order, bill or any other document which identifies and specifies the date, address, and name of the person requesting or directing the pick-up or delivery and the destination of the pick up or delivery.

(3) *Truck* shall mean any motor vehicle designed, used, or maintained primarily for the transportation of property, including "dump trucks," "truck tractors," "road tractors," "trailers," "semi-trailers," "pole trailers," and "special mobile equipment" as those terms are defined in Title 32 of the Code of Alabama (1975). The term "Truck" shall not apply to any pick-up truck or other truck registered to an individual used primarily for personal purposes.

(4) Terms not defined herein shall be construed in accordance with customary usage.

Section 3. Weight limit established.

No truck carrying a weight load of more than 37,840 pounds gross weight shall or no truck with more than three (3) axels or ten (10) total tires may travel or be placed on the streets identified in Exhibit "A" that are all streets within the City of Tarrant, Alabama unless as provided in Section 3 of this Ordinance.

Section 4. Times of Operations.

No truck, as defined herein, shall operate along the route identified in "Exhibit A" between the hours of 7:00 P.M. and 7:00 A.M. Sunday through Saturday.

Section 5. Offenses and Penalties.

(A) A person commits an offense if the person operates a truck upon a public street identified in Exhibit A with a weight load of more than 37,840 pounds gross weight, operates a truck upon a public street identified in Exhibit A with more than three (3) axels, or operates a truck upon a public street identified in Exhibit A with more than ten (10) tires within the City of Tarrant, Alabama.

(B) A person commits an offense if the person operates a truck as defined herein upon the roadways identified in Exhibit "A" between the hours of 7:00 P.M. and 7:00 A.M. Sunday through Saturday.

Section 6. Authorized Emergency Truck excluded.

It is not an offense for an Authorized Emergency Truck to be operated over and upon the roadways as provided in Exhibit "A" and during any time of the day.

Section 7. The City shall erect and place signs notifying the public of the weight load limit established by this Ordinance and time of operation that is prohibited at every location surrounding the streets identified in Exhibit "A" or elsewhere within the City as may be appropriate.

Section 8. Nothing in this section shall limit any other legal remedies available to the city to enforce this Ordinance and the city reserves the right to take any and all legal action to enforce the provisions of this Ordinance.

Section 9. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tarrant, Alabama, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 10. This Ordinance shall take effect immediately from and after its passage and the publication as provided by law.

APPROVED, AND ADOPTED this _____ of _____, 2023.

ADOPTED:

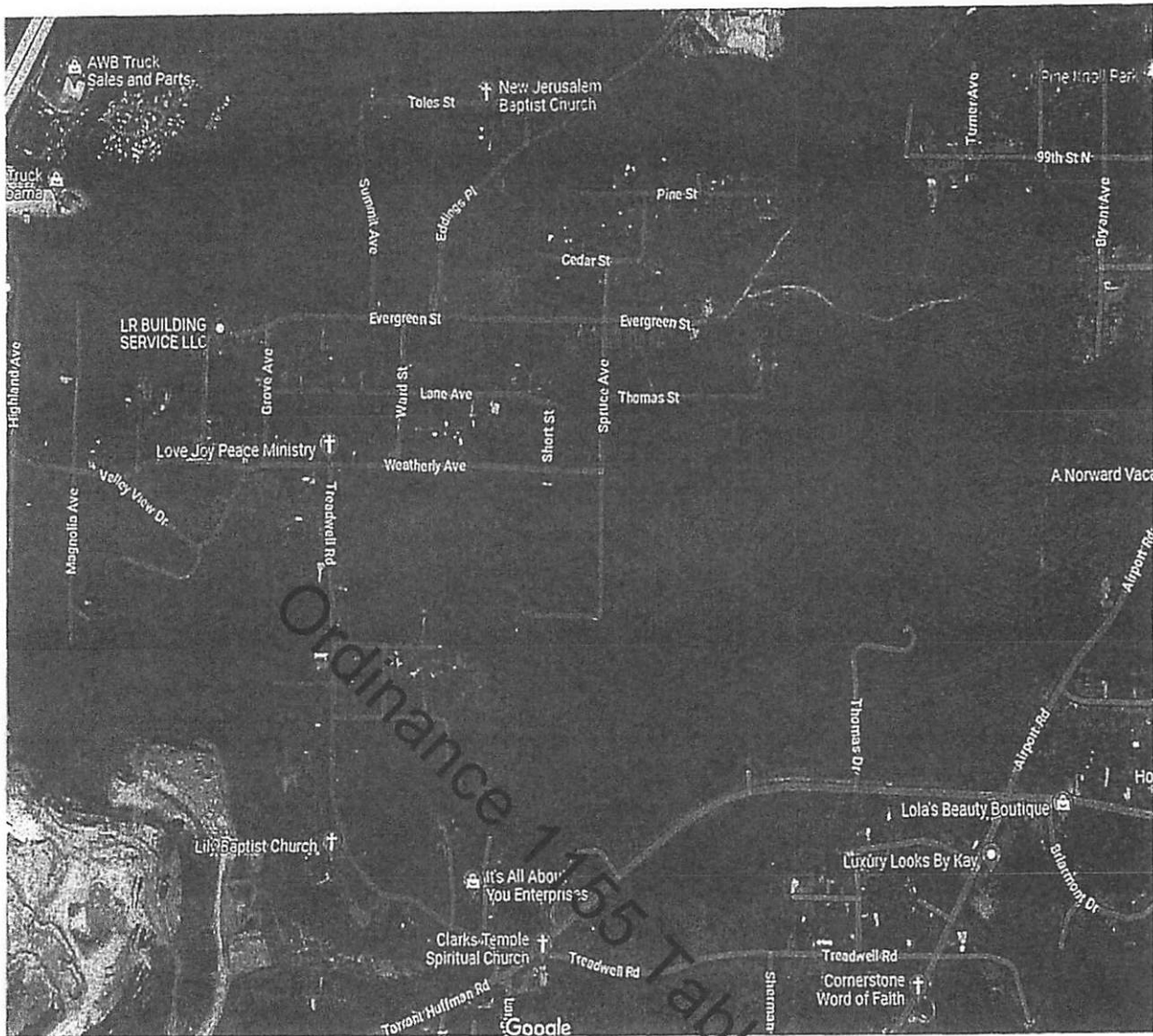
Attest:

ACTING CITY CLERK

Ordinance 1155 Tabled 4.17.23

EXHIBIT "A"

RESTRICTED TRUCK ROUTE



The restricted route is highlighted above and includes the following streets:

- | | | | |
|---------------------|--------------------|-----------------|---------------------|
| -Treadwell Road; | -Evergreen Street; | -Summit Avenue; | -Thomas Street; and |
| -Weatherly Avenue; | -Grove Avenue; | -Toles Street; | -Eddings Place; |
| -Magnolia Avenue; | -Ward Street; | -Pine Street; | |
| -Highland Avenue; | -Lane Avenue; | -Cedar Street; | |
| -Valley View Drive; | -Short Street; | -Spruce Avenue; | |

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, _____, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the ____ day of _____, 2023, while in regular session on Monday, _____, 2023, and the same appears of record in the minute book of said date of said City and published by posting copies thereof on _____, 2023, at the following public places, which copies remained posted for five (5) days as required by law:

Tarrant City Hall;
Tarrant Recreation Center; and the
Tarrant Public Library.

Witness my hand and seal of office this the ____ day of _____, 2023.

Acting City Clerk

Ordinance 1155 Tabled 4.17.23

TARRANT ELECTRIC DEPARTMENT

VOUCHER LIST
MONDAY, APRIL 17, 2023

GENERAL FUND

42097-42113	ACCOUNTS PAYBALE RUN	\$ 23,248.70
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Batch ID: CHK04132023RM
Batch Comment:

Audit Trail Code: PMCHK00000942
Posting Date: 4/13/2023

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42113	4/13/2023	00000000000012107	001756	SHUKRI MUWWAKKIL	\$270.00
42099	4/13/2023	00000000000012108	1240	BIRMINGHAM WATER WORKS BOARD	\$121.91
42101	4/13/2023	00000000000012109	1391	DOLPHIN PEST CONTROL	\$119.00
42097	4/13/2023	00000000000012110	154	ANSWERTEL	\$2,700.00
42098	4/13/2023	00000000000012111	1601	ATKINS & GOOLSEY, INC	\$1,195.50
42103	4/13/2023	00000000000012112	2204	KENNETH OLIVER	\$270.00
42102	4/13/2023	00000000000012113	4395	EXECELERON SOFTWARE LLC	\$2,004.86
42096	4/13/2023	00000000000012114	47	AIRGAS USA, LLC	\$235.76
42106	4/13/2023	00000000000012115	5108	LEAVE IT TO LAFEVER, LTD	\$994.00
42100	4/13/2023	00000000000012116	5345	BOOT BARN, INC.	\$1,010.63
42110	4/13/2023	00000000000012117	702	RESHONDA MCNEAL	\$521.96
42105	4/13/2023	00000000000012118	8427	LARVELL M. STEWART	\$270.00
42107	4/13/2023	00000000000012119	854	O'REAR HARDWARE	\$669.12
42111	4/13/2023	00000000000012120	8576	SHERATON STATION SQUARE	\$679.44
42108	4/13/2023	00000000000012121	9109	QUALITY PETROLEUM OF ALABAMA	\$546.62
42109	4/13/2023	00000000000012122	911	QUILL CORPORATION	\$296.12
42104	4/13/2023	00000000000012123	983	KIMBALL A. KARMONDI	\$270.00
42112	4/13/2023	00000000000012124	989	SHRED-IT USA	\$101.44
Total Checks: 18					Checks Total: \$12,276.36

CITY OF TARRANT

VOUCHER LIST

MONDAY, APRIL 17, 2023

GENERAL FUND

51557-51559	ACCOUNTS PAYABLE RUN	\$ 21,661.11
51560-51574	ACCOUNTS PAYABLE RUN	\$ 19,149.95
5016	ACCOUNTS PAYABLE RUN	\$ 2,707.37
5017	ACCOUNTS PAYABLE RUN	\$ 378.13
51575-51627	ACCOUNTS PAYABLE RUN	\$ 516,262.04

NET PAYROLL

4/14/2023	PAY PERIOD 03/25/2023-04/07/2023	\$ 121,173.27
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<u>Bank Name</u>	<u>Bank Number</u>			
General Fund	XXXXXXXXXX			
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
51557	Alabama Power	12	04/03/2023	\$476.39
51558	Econo Printing Service, Inc.	598	04/03/2023	\$41.00
51559	Tarrant Electric Department	111	04/03/2023	\$21,143.72
Bank Total:				\$21,661.11
Bank Payment Count:				3

<u>Bank Name</u>	<u>Bank Number</u>			
E911 Account				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
5016	At & T Mobility	1857	04/05/2023	\$2,707.37
Bank Total:				\$2,707.37
Bank Payment Count:				1

<u>Bank Name</u>	<u>Bank Number</u>			
General Fund				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
51560	Aaa Environmental Services	4	04/05/2023	\$323.26
51561	Affordable Counseling Therapy & Employee Assistance Services	28	04/05/2023	\$520.00
51562	Atkins & Goolsby	1996	04/05/2023	\$1,984.07
51563	Baker & Taylor Entertainment	208	04/05/2023	\$84.29
51564	BJCTA BIRMINGHAM JEFFERSON COUNTY TRANSIT AUTHORITY	1974	04/05/2023	\$4,423.17
51565	Express Oil Change Llc	66	04/05/2023	\$89.00
51566	Genesis Tire	1291	04/05/2023	\$180.00
51567	Kyocera Document Solutions	1498	04/05/2023	\$119.88
51568	O'reilly Auto Parts	1613	04/05/2023	\$59.97
51569	Quality Petroleum	1132	04/05/2023	\$5,941.96
51570	Quill	76	04/05/2023	\$48.83
51571	Rent One Llc	2020	04/05/2023	\$331.93
51572	Republic Services #802	60	04/05/2023	\$4,448.84
51573	Stericycle, Inc.	97	04/05/2023	\$204.90
51574	Trigreen Equipment, Llc	683	04/05/2023	\$389.85
Bank Total:				\$19,149.95
Bank Payment Count:				15

Bank Name	Bank Number			
E911 Account				
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
5017	At & T	407	04/14/2023	\$378.13
Bank Total:				\$378.13
Bank Payment Count:				1

Bank Name	Bank Number			
General Fund				
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
51575	Affordable Solutions Heating & Air	3235	04/14/2023	\$850.00
51576	Airgas Usa, Llc	309	04/14/2023	\$317.83
51577	Alabama Administrative	1776	04/14/2023	\$420.00
51578	Alabama Assoc Of Fire Chiefs	466	04/14/2023	\$75.00
51579	Alabama Child Support	37	04/14/2023	\$1,297.49
51580	Alabama Crime Victims Comp Com	156	04/14/2023	\$2.00
51581	Alabama Fire College	83	04/14/2023	\$82.00
51582	Alabama Peace Officers Annuity	160	04/14/2023	\$39.00
51583	Alabama Power	12	04/14/2023	\$496.39
51584	Alsco - Birmingham	1438	04/14/2023	\$69.18
51585	At & T	407	04/14/2023	\$43.96
51586	At & T Mobility	1857	04/14/2023	\$370.39
51587	Autozone	1005	04/14/2023	\$454.07
51588	Avenu	1773	04/14/2023	\$5,859.74
51589	Barnes & Barnes Law Firm, P.C.	3257	04/14/2023	\$2,000.00
51590	Bennett, Patrick	642	04/14/2023	\$257.00
51591	BHPJ Enterprizes	2001	04/14/2023	\$378.97
51592	Birmingham Water Works	16	04/14/2023	\$10,966.13
51593	Bound Tree Medical, Llc	772	04/14/2023	\$583.76
51594	Bradford W. Caraway	2121	04/14/2023	\$311.54
51595	Charter Communications	56	04/14/2023	\$136.85
51596	Circuit Clerk Judicial Adm Fund	1305	04/14/2023	\$4.66
51597	City Of Tarrant	32	04/14/2023	\$890.77
51598	City Of Tarrant Petty Cash	1882	04/14/2023	\$281.58
51599	Cummins Mid-South Llc	424	04/14/2023	\$17,456.02
51600	Dolphin Pest Control	62	04/14/2023	\$309.00
51601	Donald Lewis McKinney	3259	04/14/2023	\$235.00
51602	Econo Printing Service, Inc.	598	04/14/2023	\$153.00
51603	Emergency Equipment	1122	04/14/2023	\$976.64
51604	Express Oil Change Llc	66	04/14/2023	\$358.17
51605	Finance Department, State	155	04/14/2023	\$125.00
51606	Government Finance Officers	1147	04/14/2023	\$100.00
51607	Greater Birmingham	1503	04/14/2023	\$2,783.60
51608	Internal Revenue Service	583	04/14/2023	\$83,551.81
51609	Internal Revenue Service	583	04/14/2023	\$26,102.16
51610	Jefferson County District	927	04/14/2023	\$32.00

51611	Jefferson County Emergency	1551	04/14/2023	\$6,815.00
51612	Legal Aid Society	152	04/14/2023	\$1,500.00
51613	Massey,Stotser & Nichols, Pc	1906	04/14/2023	\$9,731.25
51614	Mcpherson Alabama Tax Exempt	96	04/14/2023	\$4,559.49
51615	Municipal And Commercial Uniform And Equipment, Inc.	134	04/14/2023	\$739.05
51616	Nafeco Inc.	132	04/14/2023	\$361.21
51617	O'rear Hardware	1855	04/14/2023	\$1,623.66
51618	O'reilly Auto Parts	1613	04/14/2023	\$16.99
51619	Orbis Machinery Birmingham	3236	04/14/2023	\$5,525.29
51620	Phillip Jackson	3228	04/14/2023	\$146.00
51621	Presiding Circuit Judge Admin	1985	04/14/2023	\$4.66
51622	Quill	76	04/14/2023	\$516.90
51623	Sansom Equipment Co., Inc.	59	04/14/2023	\$3,219.87
51624	Spire	1704	04/14/2023	\$15.79
51625	State Judicial Admin Fund	1304	04/14/2023	\$18.68
51626	Tarrant Board Of Education	164	04/14/2023	\$323,067.49
51627	United Way Of Central Alabama	241	04/14/2023	\$30.00
Bank Total:				\$516,262.04
Bank Payment Count:				53