

**TARRANT CITY COUNCIL MEETING  
CITY HALL, COUNCIL CHAMBERS  
REGULAR MEETING  
NOVEMBER 20, 2023**

**AGENDA**

**I. CALL TO ORDER**

**II. PRAYER**

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. NEW BUSINESS**

November 6, 2023- Regular Meeting

**VI. COMMUNICATIONS FROM THE MAYOR**

**VII. COMMITTEE REPORTS**

**VIII. OLD BUSINESS**

**IX. Resolution No. 9060** – A Resolution Approving and Adopting the City of Tarrant General Fund Budget for the Period Beginning October 1, 2023 and Ending September 30, 2024.

**X. Resolution No. 9054** – A Resolution Authorizing the Mayor to Execute a Service Request Form Between the City of Tarrant and the Birmingham-Jefferson County Transit Authority.

**XI. Resolution No. 9067** – A Resolution Ordng the Emergency Demolition of Building or Structure Located at 412 Fannie Avenue, Tarrant, AL. 35217.

**XII. Resolution No. 9080** – A Resolution Ordng the Emergency Demolition of Building or Structure Located at 1321 Prosch Avenue, Tarrant, AL. 35217.

**XIII. Resolution No. 9081** – A Resolution Ordng the Emergency Demolition of Building or Structure Located at 1152 Thomason Avenue, Tarrant, AL. 35217.

**XIV. NEW BUSINESS**

**A. Resolution No. 9065** – A Resolution Ordering the Emergency Demolition of Building or Structure Located at 1068 Bristol Street, Tarrant, Al. 35217.

**B. Resolution No. 9085** – A Resolution Approving and Authorizing the City of Tarrant Police Department to Enter into Contract and Payment of Leads Online Power Plus Investigation System Service Package.

**C. Resolution No. 9086** – A Resolution Renewing the Contract and Payment of Finder Software Solutions for Tarrant Police Department.

**D. Resolution No. 9087** – A Resolution Appointing SAIN Associates, Inc. as the Duly Qualified City Engineer for the Provision of General Engineering Services for the City of Tarrant.

**E. Resolution No. 9088** – A Resolution Authorizing the Mayor to Expend Funds Associated with the City of Tarrant Residential Demolition Project

**F. Resolution No. 9089** – A Resolution Overturning and Repealing the Suspension and Placement of the Chief of Police on Administrative Leave.

**XV. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS**

**XVI. VOUCHERS AND EXPENSES**

**XVII. PUBLIC COMMENTS**

**XVIII. ADJOURN**

CITY OF TARRANT  
COUNCIL MEETING MINUTES  
NOVEMBER 6, 2023  
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday November 6, 2023, at 7:00PM at City Hall.

Mayor Wayman A. Newton called the meeting to order at 7:06PM following the council work session that began at 6:00PM to discuss items on the agenda and other matters.

Tarrant City Attorney Michael Brymer lead those in attendance in the invocation. City Clerk Laverne Knight lead those present in the Pledge of Allegiance.

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

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

A quorum was determined to be present at the meeting.

The minutes from the October 16, 2023 regularly scheduled council meeting were presented for review and approval. Councilor Bryant corrected the minutes to reflect that he was absent in the call for October 2, minutes approval. After review, Councilor Threadford moved to approve the minutes from October 16, 2023 meeting as amended. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. “Tommy” Bryant  
Councilor Tracie B. Threadford  
Councilor Cathy Anderson  
Councilor Veronica Freeman  
Councilor Deborah “Debbie” Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0), with one (1) member not voting, the motion to approve the minutes was adopted, and the minutes for October 16, 2023, council meeting were approved.

The Mayor updated those in attendance of the recent October 27<sup>th</sup>, 2023 City of Tarrant Halloween Bash from 6:00PM to 9:00PM as a success with several families locals in attendance.

The Mayor also informed all those in attendance that the Community Fun Day at Brummitt Heights Parks set for November 11, 2023 from 11:00AM to 4:00PM is cancelled.

This ended the communications from the Mayor’s office.

Councilor Veronica Freeman informed those in attendance of a Community Fun Day at Brummitt Heights Park set for November 11, 2023 from 11:00AM to 4:00 PM. Everyone is invited for fun and fellowship with music, games and activities. Those who will be attending are encouraged to

bring their lawn chairs. Elderly persons were also encouraged to contact Councilor Freeman at her provided cell phone number.

There was a discussion by those in attendance on the importance of ‘coming together’ as a community.

Councilor Tracie Threadford reminded those in attendance to sign up for Turkey raffle and that the Turkeys will be distributed at the next City of Tarrant Council meeting set for November 20, 2023.

Councilor Tracie Threadford also reminded those in attendance of the upcoming Christmas Parade and Extravaganza. The Parade will be on December 9, 2023 from 5:00PM to 9:00PM. Point of contact for registration and application is Councilor Threadford.

Councilor Tracie Threadford continued communications by communicating a new cause. The cause, referenced as ‘Home Town Heroes’ will entail banners for those in the Military. Cost for a banner will be an estimated \$100 for those who would like their pictures on the banner. Intakes for the banners will begin in January and the banners will be displayed every May and November in remembrance and honor of those who were or are in the Military.

Councilor Matthews asked for elaboration on a possible initiative at a nearby Church. Mayor Newton explained the new eight week initiative from the Mayors Office at Valley Central Baptist Church in collaboration with Salvation Ministries. The initiative is geared for kids or teens that need guidance. Tarrant Police Department was encouraged to participate.

Councilor Threadford asked Matt Stewart to present the City of Tarrant Electric Audit Report by DiPiazza LaRocca Heeter & Co., LLC. The Electric Department’s year begins July 1<sup>st</sup> and ends June 30<sup>th</sup> of the following year. The presentation for July 1, 2021 to June 30, 2022 was presented and provided under the generally accepted auditing standards.

This ended communications from the Council and Committee Reports.

The Council next considered old business.

Mayor Newton introduced and read Resolution No. 9060, A Resolution Approving and Adopting the City of Tarrant General Fund Budget for the Period Beginning October 1, 2023 and Ending September 30, 2024. Councilor Bryant recommended the Budget FY 2024 be tabled until December 4<sup>th</sup> City of Tarrant Council meeting. Mayor Newton, requested a record comment to be that the Budget FY 2023 was not passed due to similar circumstances of repeated table requests. After a short discussion, Councilor Bryant moved to table Resolution No. 9060 until December 4, 2023. Councilor Threadford seconded the motion. Mayor Newton then called for a vote.

Yeas:

Councilor John T. “Tommy” Bryant  
Councilor Tracie B. Threadford  
Councilor Cathy Anderson  
Councilor Veronica Bandy Freeman  
Councilor Deborah “Debbie” Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table Resolution No. 9060 was agreed to, and the Resolution was tabled.

The Council next considered items of new business.

Mayor Newton introduced Resolution No. 9066, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 2227 Evergreen Street, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Freeman moved to approve Resolution No. 9066. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9066 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9067, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 412 Fannie Avenue, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if there was anyone present who wish to speak for or against the Resolution. The City's Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Anderson moved to table the Resolution No. 9067 to November 20, 2023 Tarrant City Council Regular Meeting. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table the Ordering of Resolution No. 9067 was agreed to, and the Resolution was tabled until November 20, 2023.

Mayor Newton introduced Resolution No. 9068, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 408 Fannie Avenue, Tarrant, AL. 35217. After



discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Anderson moved to approve Resolution No. 9068. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9068 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9069, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 1409 Ford Avenue, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Bryant moved to approve Resolution No. 9069. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9069 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9070, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 1150 Hall Street, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for

or against the Resolution. The Mayor then closed the public hearing. Councilor Anderson moved to approve Resolution No. 9070. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9070 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9071, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 1920 Hoke Avenue, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Mayor Newton moved to approve Resolution No. 9071. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9071 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9072, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 925 Jackson Blvd., Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Threadford moved to approve Resolution No. 9072. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9072 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9073, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 917 Jackson Blvd., Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Threadford moved to approve Resolution No. 9073. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9073 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9074, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 700 Jefferson Blvd., Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Threadford moved to approve Resolution No. 9074. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Councilor Cathy Anderson  
Councilor Veronica Bandy Freeman  
Councilor Deborah "Debbie" Mathews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9074 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9075, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 1512 St. Joseph Street, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Threadford moved to approve Resolution No. 9075. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9075 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9076, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 2047 Lane Avenue, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Freeman moved to approve Resolution No. 9076. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9076 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9077, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 2077 Lane Avenue, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Freeman moved to approve Resolution No. 9077. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9077 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9078, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 2116 Lane Avenue, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Freeman moved to approve Resolution No. 9078. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9078 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9079, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 1341 Park Avenue, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Mathews moved to approve Resolution No. 9079. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9079 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9080, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 1321 Prosch Avenue, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if there was anyone present who wish to speak for or against the Resolution. The City's Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Anderson moved to table the Resolution No. 9080 to November 20, 2023 Tarrant City Council Regular Meeting. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table the Ordering of Resolution No. 9080 was agreed to, and the Resolution was tabled until November 20, 2023.

Mayor Newton introduced Resolution No. 9081, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 1152 Thomason Avenue, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if there was anyone present who wish to speak for or against the Resolution. The City's Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. Mr. Bill Renfrow, owner, spoke on permission to repair. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Threadford moved to table the Resolution No. 9081 to November 20, 2023 Tarrant City Council Regular Meeting. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to table the Ordering of Resolution No. 9081 was agreed to, and the Resolution was tabled until November 20, 2023.

Mayor Newton introduced Resolution No. 9082, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 1132 Thomason Avenue, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Freeman moved to approve Resolution No. 9082. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9082 was agreed to, and the Resolution was approved.

Mayor Newton introduced Resolution No. 9083, A Resolution Ordering the Emergency Demolition of Building or Structure Located at 2021 Woodrow Drive, Tarrant, AL. 35217. After discussion on the Resolution, Mayor Newton opened a public hearing on the Resolution and asked if anyone was present who wish to speak for or against the Resolution. The Cities Building Inspector was present and spoke regarding the current condition of the property and stated the structure's current condition constituted an imminent hazard. No one else was present to speak for or against the Resolution. The Mayor then closed the public hearing. Councilor Threadford moved to approve Resolution No. 9083. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the Ordering of Resolution No. 9083 was agreed to, and the Resolution was approved.

Next, the Mayor and Council considered presentations of petitions and other communications.

Councilor Bryant motioned to suspend the rules and add Resolutions to the Agenda. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to suspend the rules to add Resolutions was agreed to, and the motion was approved.

Councilor Bryant introduced and read Resolution No. 9084, A Resolution Authorizing the Issuance of an Invitation to Requests Proposals for Automotive Maintenance and Repair Services. Councilor Bryant motioned to adopt Resolution No. 9084. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:



Councilor John T. “Tommy” Bryant  
Councilor Tracie B. Threadford  
Councilor Veronica Bandy Freeman  
Councilor Deborah “Debbie” Mathews

Nays:

Councilor Cathy Anderson

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (1) with one (1) member not voting, the motion to adopt Resolution No. 9084 was agreed to, and the motion was adopted.

Councilor Bryant introduced and read Resolution No. 9063, A Resolution Establishing and Implementing a Parks and Recreation Advisory Board, to Provide Guidance to the Use and Maintenance of the City’s Parks and Athletics Facilities. Councilor Bryant motioned to adopt Resolution No. 9063. Councilor Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. “Tommy” Bryant  
Councilor Cathy Anderson  
Councilor Tracie B. Threadford  
Councilor Veronica Bandy Freeman

Nays:

None

Abstain:

Councilor Deborah “Debbie” Mathews

Not voting:

Mayor Wayman A. Newton

The yeas being four (4), the nays being zero (0) and the abstains being one (1) with one (1) member not voting, the motion to adopt Resolution No. 9063 was agreed to, and the motion was adopted.

After the motion, Mayor Newton left the meeting.

There was discussion on Tarrant Police Department. Councilor Freeman commented for the record that based on opinion Councilor and Pro Tem Threadford is the work schedule coordinator for all employees, including Police, at the Electric Department.

Next, the City Council reviewed the Vouchers and expenses for the City of Tarrant and Tarrant Electric Department for November 6, 2023. Mayor Pro Tempore Threadford moved to table the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for November 6, 2023. Councilor Bryant seconded the motion. Mayor Pro Tempore called for a vote.

Yeas:

Councilor John T. “Tommy” Bryant  
Councilor Tracie B. Threadford  
Councilor Cathy Anderson

Councilor Veronica Bandy Freeman  
Councilor Deborah "Debbie" Mathews

Nays:

None

Absent:

Mayor Wayman A. Newton

The yeas being five (5), the nays being zero (0), absent with one (1), with zero (0) member not voting, the motion to suspend the rules to add Resolutions was agreed to, and the motion was approved.

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

First, Ms. Winifred Dill. Ms. Dill commented and asked questions on whether there will be extra charges to the owners on demolished properties. The Council confirmed that there will be no extra charge attached. Ms. Dill also asked if there is an agreement for cutting the ball field at Brummitt Heights. Public Works Department confirmed that cutting grass at Brummitt Heights ball field is not free and that a location error was made on the last cut. Brummitt Heights will not be charged by the City of Tarrant because of its location error.

This concluded public comments.

There being no further business to be brought before the council, Mayor Pro Tem Tracie 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 9:02 PM.

Respectfully submitted,

Dr. Laverne Knight  
City Clerk September November 20<sup>th</sup>, 2023  
City of Tarrant Council Meeting, Alabama

READ AND APPROVED this the 20<sup>th</sup> day of November, 2023.



The City of Tarrant, Alabama

APPROVED:   
WAYMAN NEWTON, MAYOR

ATTEST:

  
Dr. Laverne Knight

**CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA**

**RESOLUTION NO. 9060**

**A RESOLUTION APPROVING AND ADOPTING THE CITY OF  
TARRANT GENERAL FUND BUDGET FOR THE PERIOD BEGINNING  
OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024**

**WHEREAS**, the City of Tarrant, Alabama Mayor and City Council is in need of an official General Fund Budget for period beginning October 1, 2023 and ending in September 30, 2024; and

**WHEREAS**, the Mayor has prepared a General Fund Budget which has been reviewed and amended by the City of Tarrant Finance Department for the said period reflecting anticipated revenue and expenditures in the amount of \$12,583,560 to be effective for the period beginning October 1, 2023, through September 30, 2024; and

**WHEREAS**, Title 11-43-57, Code of Alabama provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated receipts, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provisions of this title, or from bonding or refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, November 20, 2023 at 7:00 p.m. as follows:

**Section 1.** That the municipal general fund budget for the City of Tarrant, Alabama, prepared by the Mayor and submitted to the City Council is hereby approved and adopted to the extent of, but not exceeding, anticipated revenue of \$12,583,560 and for interest on its bonded and other indebtedness not exceeding in the aggregate within ten (10) percent of the estimated receipts; and

**Section 2.** That the Mayor is hereby authorized to expend the sum of \$12,583,560 from the General Fund for municipal expenses for the period beginning October 1, 2023, and ending September 30, 2024; and

**Section 3.** That a copy of said budget is attached hereto, marked as Exhibit "A" and incorporated into this Resolution by reference, as though set out fully herein; and

**Section 4.** That this Resolution shall become effective immediately upon its approval and adoption.

APPROVED AND ADOPTED THIS THE 20<sup>th</sup> DAY OF NOVEMBER, 2023.

The City of Tarrant, Alabama

APPROVED: \_\_\_\_\_  
WAYMAN NEWTON, MAYOR

ATTEST: \_\_\_\_\_  
Dr. Laverne Knight, City Clerk

**CERTIFICATION OF CITY CLERK.**

STATE OF ALABAMA    )  
JEFFERSON COUNTY    )

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20<sup>th</sup> day of November, 2023, while in regular session on Monday, November 20<sup>th</sup>, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 20<sup>th</sup> day of November, 2023.

[SEAL]

\_\_\_\_\_  
Dr. Laverne Knight, City Clerk

EXHIBIT A



**FY2024 PROPOSED GENERAL FUND BUDGET**



Mayor	Wayman Newton	
Mayor Pro Tem	Tracie B. Threadford	District 2
Council Member	Cathy Anderson	District 3
Council Member	John T. "Tommy" Bryant	District 5
Council Member	Veronica Bandy Freeman	District 1
Council Member	Deborah Matthews	District 4

<b>Revenues</b>	<b>12,583,560</b>
Administration	2,001,230
Court	33,000
Police	3,682,401
Fire	2,109,969
Public Works	2,724,552
Parks & Rec	472,734
Library	188,623
Tarrant BOE	587,800
Debt Service GO 2016 & 2020	509,305
School Resource Officer	96,487
Intergovernmental Appropriations	147,468
<b>Expenses</b>	<b>12,553,569</b>
<b>Fund Balance</b>	<b>29,991</b>

Tabled 11.6.23 to 12.4.23

**FY 2024 REVENUE PROPOSED BUDGET**

4001-000	ADVALOREM TAX - OTHER	1,230,000
4002-000	SALES AND USE TAX	5,200,000
4003-000	ADVALOREM INSOLVENTS	980
4004-000	LAND REDEMPTIONS	4,800
4005-000	TAX EQUIVALENT - TARRANT ELECTRIC	306,000
4007-000	HOUSING AUTH IN LIEU OF TAX	5,000
4008-000	FRANCHISE TAX-ALABAMA GAS	5,900
4009-000	FRANCHISE TAX-SPIRE	68,000
4010-000	SALES AND USE TAX AUDITS	-
4012-000	SALES TAX-ABC STORE	38,000
4013-000	CITY WINE TAX	2,300
4014-000	CITY LIQUOR TAX	-
4015-000	LEASE RENTAL TAX	250,000
4016-000	TAX INCREMENT FUNDS	2,000
4017-000	FRANCHISE TAX-ALLIED WASTE	27,000
4018-000	TARRANT OCCUPATIONAL TAX	960,000
4019-000	FRANCHISE TAX-CHARTER COMMUNICATIONS	50,000
4021-000	AT&T VIDEO FRANCHISE FEES	-
4020-000	MECHANICAL AMUSEMENT DEVICE	-
4101-000	ASSESSMENTS/LIENS	3,000
4201-000	BUSINESS LICENSES	1,600,000
4251-000	BUILDING PERMITS	80,000
4252-000	ELECTRICAL PERMITS	10,000
4253-000	PLUMBING PERMITS	5,000
4254-000	BUILDING INSPECTION FEES	15,000
4301-000	MUNICIPAL COURT REVENUE	50,000
4303-000	PARK MEMBERSHIP FEES	-
4306-000	ELECTION QUALIFYING FEES	-
4309-000	PARK RECREATION FOOTBALL REG	48,000
4310-000	PARK BALLFIELD RENTAL	2,000
4311-000	PARK RECREATION CENTER RENTAL	3,500
4312-000	SAFE STREETS-TOWING & STORAGE	-
4313-000	YOUTH BASKETBALL REG	2,500
4314-000	YOUTH BASEBALL REG	2,500
4320-000	INSURANCE REIMBURSEMENT	80,000
4402-000	RECORDERS COURT FINES	50,000
4404-000	ACCIDENT REPORT FEE	2,800
4500-000	MISCELLANEOUS REVENUE	3,000
4501-000	INTEREST INCOME	250
4502-000	INTEREST INCOME - MONEY MARKET	250
4505-000	CITY PROPERTY RENT	41,000
4506-000	SALE OF SURPLUS PROPERTY	20,000
4507-000	NOTARY FEE/ASSESSMENT LETTERS	5,600
4509-000	SALE OF SCRAP	100
4515-000	SALE OF LAND	-
4519-000	BIRMINGHAM RACING COMMISSION	2,200
4600-000	GRANT REVENUE	42,000
4601-000	FEMA AND STATE FUNDING	1,200,000
4602-000	DONATIONS	30,000
4605-000	SRO FUNDING	50,000
4815-000	BANK EXCISE TAX	770
4816-000	STATE WINE TAX	30
4817-000	STATE LAND SALES	30,000
4818-000	OIL PRODUCTION PRIVILEGE TAX	30
4911-000	COUNTY BEER TAX	28,000
4912-000	COUNTY AUTO TAX	240,000
4913-000	COUNTY AUTO LICENSE	35,000
4914-000	TOBACCO TAX	3,000
4915-000	GASOLINE TAX	40,000

**FY 2024 REVENUE PROPOSED BUDGET**

4916-000	ROAD & BRIDGE TAX	89,000
4917-000	TAX EQUIVALENT - TVA	380,000
4940-000	MANUFACTURED HOME REGIS FEES	2,000
4941-000	AUTO SALES TAX (COUNTY)	100,000
4945-000	SALES TAX-BOATS	-
4950-000	MUNICIPAL REAL ESTATE LICENSES	150
4962-000	BUSINESS PRIVILEGE TAX FUNDS	36,900
4990-800	TRANSFER FROM OTHER FUNDS	-
	<b>REVENUE TOTAL</b>	<b>12,583,560</b>

Tabled 11.6.23 to 12.4.23



**FY 2024 ADMINISTRATION PROPOSED BUDGET**

6000-100	ELECTED OFFICIALS	47,600
6000-101	SALARIES	405,740
6000-102	OVERTIME	9,500
6000-104	PAYROLL TAXES	33,724
6000-105	PENSION PAID BY THE CITY	93,614
6000-106	HOSPITAL INSURANCE	35,667
6000-109	DENTAL EXPENSE	1,560
6000-111	LEGAL EXPENSE	290,000
6000-112	MGMT AND ACCT SERVICE	46,000
6000-113	UNIFORM EXPENSE	4,000
6000-114	ENGINEERING AND APPLICATIONS	5,000
6000-115	CIVIL SERVICE EXPENSE	90,000
6000-116	HOLIDAY EXPENSE	25,000
6000-117	RECORDERS COURT JUDGE	-
6000-119	BUILDING INSPECTOR - CONTRACT LABOR	50,000
6000-121	OFFICE SUPPLIES	17,500
6000-122	GAS, OIL AND TIRES	-
6000-124	SANITARY SUPPLIES	175
6000-128	DATA PROCESSING EXPENSE	20,000
6000-129	OPERATING SUPPLIES	2,000
6000-130	BUILDING INSPECTOR TOOLS/SUPPLIES	5,000
6000-141	BLDG REPAIRS & MAINTENANCE	35,000
6000-143	COPY MACHINE EXPENSE	5,000
6000-148	SERVICE CONTRACTS	130,000
6000-150	UTILITIES	225,000
6000-151	STREET LIGHT RENTAL - APCO	-
6000-152	STREET LIGHT RENTAL - TVA	14,500
6000-161	TELEPHONE	13,000
6000-162	POSTAGE	2,200
6000-163	ADVERTISING/LEGALLY REQUIRED	150
6000-165	COMPUTER EQUIP/SUPPLIES	1,000
6000-170	TRAVEL, EDUCATION, TRAINING	17,500
6000-171	EMP ASSISTANCE & DRUG TESTING	4,250
6000-180	INSURANCE	130,000
6000-181	INSURANCE/CLAIMS & DEDUCTIBLES	-
6000-199	RETIREE HEALTH COST	-
6000-200	MISCELLANEOUS	10,000
6000-207	DUES AND SUBSCRIPTIONS	12,500
6000-209	VOTER REGISTRATION EXPENSE	-
6000-260	SPECIAL EVENTS EXPENSE	6,000
6000-261	CAPITAL PURCHASES	20,000
6000-520	SALES TAX REBATE	-
6000-523	OCC TAX COLLECTION FEE	4,750
6000-524	OCC TAX AUDIT FEE	20,000
6000-525	SALES TAX COLLECTION FEE	45,000
6000-526	SALES & USE TAX AUDIT FEES	57,000
6000-527	BUS LICENSE COLLECTION FEE	45,000
6000-528	BUS LICENSE AUDIT FEE	12,500
6000-616	LATE PAYMENT CHARGES	-
6000-617	BANK SERVICE CHARGE	5,200
6000-618	BANK INTEREST	-
6000-619	PROPERTY TAX - ACQUIRED PROPERTY	3,500
6000-650	CONTINGENCY	-
	<b>TOTAL ADMINISTRATION</b>	<b>2,001,230</b>

**FY 2024 COURT PROPOSED BUDGET**

6000-110	WORKMENS COMP INSURANCE	*
6000-111	LEGAL FEES	*
6000-112	MGMT AND ACCT SERVICE	*
6000-113	UNIFORM EXPENSE	*
6000-114	ENGINEERING AND APPLICATIONS	*
6000-115	CIVIL SERVICE EXPENSE	*
6000-116	HOLIDAY EXPENSE	*
6000-117	RECORDERS COURT JUDGE	24,000
6000-119	BUILDING INSPECTOR - CONTRACT LABOR	*
6000-121	OFFICE SUPPLIES	2,500
6000-122	GAS, OIL AND TIRES	*
6000-124	SANITARY SUPPLIES	*
6000-128	DATA PROCESSING EXPENSE	2,000
6000-129	OPERATING SUPPLIES	1,000
6000-130	BUILDING INSPECTOR TOOLS/SUPPLIES	*
6000-141	BLDG REPAIRS & MAINTENANCE	*
6000-143	COPY MACHINE EXPENSE	1,000
6000-148	SERVICE CONTRACTS	*
6000-150	UTILITIES	*
6000-151	STREET LIGHT RENTAL - APCO	*
6000-152	STREET LIGHT RENTAL - TVA	*
6000-161	TELEPHONE	*
6000-162	POSTAGE	*
6000-163	ADVERTISING/LEGALLY REQUIRED	*
6000-165	COMPUTER EQUIP/SUPPLIES	*
6000-170	TRAVEL, EDUCATION, TRAINING	2,500
6000-171	EMP ASSISTANCE & DRUG TESTING	*
6000-180	INSURANCE	*
6000-181	INSURANCE/CLAIMS & DEDUCTIBLES	*
6000-199	RETIREE HEALTH COST	*
6000-200	MISCELLANEOUS	*
6000-207	DUES AND SUBSCRIPTIONS	*
6000-209	CITY ELECTION EXPENSE	*
6000-260	SPECIAL EVENTS EXPENSE	*
6000-331	CAPITAL PURCHASES	*
6000-520	SALES TAX REBATE	*
6000-523	OCC TAX COLLECTION FEE	*
6000-524	OCC TAX AUDIT FEE	*
6000-525	SALES TAX COLLECTION FEE	*
6000-526	SALES & USE TAX AUDIT FEES	*
6000-527	BUS LICENSE COLLECTION FEE	*
6000-528	BUS LICENSE AUDIT FEE	*
6000-616	LATE PAYMENT CHARGES	*
6000-617	BANK SERVICE CHARGE	*
6000-618	BANK INTEREST	*
6000-619	PROPERTY TAX - ACQUIRED PROPERTY	*
6000-650	CONTINGENCY	*
	<b>TOTAL COURT</b>	<b>33,000</b>

\*If expenses were applicable, they are part of the city's administration expenses.

**FY 2024 POLICE PROPOSED BUDGET**

6101-101	SALARIES	1,681,389
6101-102	OVERTIME	50,000
6101-104	PAYROLL TAXES	128,626
6101-105	PENSION PAID BY THE CITY	388,107
6101-106	HOSPITAL INSURANCE	247,032
6101-109	DENTAL EXPENSE	9,672
6101-113	UNIFORM EXPENSE	50,000
6101-116	HOLIDAY EXPENSE	27,000
6101-119	POLICE DEPT-CONTRACT LABOR	30,000
6101-120	PHOTO FINGERPRINT SUPPLIES	500
6101-121	OFFICE SUPPLIES	4,000
6101-122	GAS, OIL AND TIRES	80,000
6101-123	LAW ENFORCEMENT SUPPLIES-INACTIVE	1,200
6101-124	SANITARY SUPPLIES	900
6101-125	MEDICAL EXPENSE	1,000
6101-127	AMMUNITION-INACTIVE	-
6101-128	DATA PROCESSING EXPENSE	15,000
6101-129	OPERATING SUPPLIES	5,000
6101-130	FIREARMS TRAINING	1,500
6101-131	RENTALS	-
6101-133	COPYING EQUIPMENT RENTAL	3,500
6101-141	BUILDING REPAIRS AND MAINT.	20,000
6101-142	EQUIPMENT MAINTENANCE	3,500
6101-143	COPY MACHINE EXPENSE	3,000
6101-144	EQUIP MAINT AND REPAIR--AUTO	35,000
6101-148	SERVICE CONTRACTS	40,000
6101-150	UTILITIES	60,000
6101-161	TELEPHONE	21,000
6101-162	POSTAGE	50
6101-164	EQUIP MAINT AND REPAIR--RADIO	300
6101-170	TRAVEL, EDUCATION AND TRAINING	20,000
6101-171	EMP ASSTANCE & DRUG TESTING	500
6101-178	K-9 (DRUG DOG)	-
6101-180	INSURANCE	175,625
6101-183	DRUGS & INFORMANTS	1,000
6101-207	DUES AND SUBSCRIPTIONS	8,000
6101-217	ALARM SERVICE	-
6101-247	PURCHASES/CONFISCATED FUNDS	-
6101-330	PURCHASES/EQUIPMENT	20,000
6101-331	CAPITAL PURCHASE	550,000
6101-410	CAPITAL LEASE INTEREST	
6101-420	CAPITAL LEASE PRINCIPAL	
	<b>TOTAL POLICE DEPARTMENT</b>	<b>3,682,401</b>

**FY 2024 FIRE PROPOSED BUDGET**

6102-101	SALARIES	1,182,112
6102-102	OVERTIME	40,000
6102-104	PAYROLL TAXES	90,432
6102-105	PENSION PAID BY THE CITY	272,233
6102-106	HOSPITAL INSURANCE	150,264
6102-109	DENTAL EXPENSE	5,928
6102-113	UNIFORM EXPENSE	9,000
6102-116	HOLIDAY EXPENSE	20,000
6102-121	OFFICE SUPPLIES	600
6102-122	GAS, OIL AND TIRES	18,000
6102-124	SANITARY SUPPLIES	2,000
6102-128	DATA PROCESSING EXPENSE	
6102-129	OPERATING SUPPLIES	1,500
6102-131	RENTALS	36,000
6102-141	BUILDING REPAIRS AND MAINTENAN	10,000
6102-142	EQUIPMENT MAINTENANCE	6,000
6102-144	EQUIP MAINT AND REPAIR--AUTO	2,000
6102-146	EQUIP MAINT AND REPAIR ENGINES	20,000
6102-148	SERVICE CONTRACTS	20,000
6102-150	UTILITIES	35,000
6102-161	TELEPHONE	2,400
6102-162	POSTAGE	100
6102-164	EQUIP MAINT & REPAIR--RADIO	1,000
6102-170	TRAVEL, EDUCATION AND TRAINING	26,500
6102-171	EMP ASSISTANCE & DRUG TESTING	500
6102-180	INSURANCE	49,000
6102-200	MISCELLANEOUS	6,000
6102-201	MEDICAL RESCUE PROGRAM	15,000
6102-202	MEDICAL RESCUE EQUIPMENT	5,000
6102-203	FIRE PREVENTION MATERIAL	1,000
6102-204	VOLUNTEER FIREMEN EXPENSE	4,000
6102-205	TURN OUT GEAR	10,000
6102-207	DUES AND SUBSCRIPTIONS	800
6102-330	EQUIPMENT PURCHASES	14,000
6102-331	CAPITAL PURCHASES	53,600
6102-410	CAPITAL LEASE INTEREST	
6102-420	CAPITAL LEASE PRINCIPAL	
	<b>TOTAL FIRE DEPARTMENT</b>	<b>2,109,969</b>

**FY 2024 PUBLIC WORKS PROPOSED BUDGET**

6302-101	SALARIES	1,365,790
6302-102	OVERTIME	20,000
6302-104	PAYROLL TAXES	104,483
6302-105	PENSION PAID BY CITY	308,815
6302-106	INSURANCE	232,992
6302-109	DENTAL EXPENSE	10,000
6302-114	ENGINEERING EXPENSE	10,000
6302-119	CONTRACT LABOR	1,000
6302-121	OFFICE SUPPLIES	2,000
6302-122	GAS, OIL AND TIRES	95,000
6302-124	SANITARY SUPPLIES	300
6302-129	OPERATING SUPPLIES	45,000
6302-131	RENTALS	10,000
6302-141	BUILDING REPAIRS AND MAINT.	5,000
6302-142	EQUIPMENT MAINTENANCE	25,000
6302-144	EQUIP MAINT AND REPAIR--AUTO	50,000
6302-147	HEAVY EQUIP MAINTENANCE	15,000
6302-148	SERVICE/MAINTENANCE CONTRACTS	1,000
6302-150	UTILITIES	75,000
6302-153	TRAFFIC CONTROL	500
6302-155	GARBAGE CONTROL	35,000
6302-160	DITCH/CULVERT REPAIRS	10,000
6302-161	TELEPHONE	1,000
6302-162	POSTAGE	100
6302-164	EQUIP MAINT & REPAIR--RADIO	600
6302-170	TRAVEL, EDUCATION & TRAINING	5,000
6302-171	EMP ASSISTANCE & DRUG TESTING	
6302-179	CDL LICENSE EXPENSE	
6302-180	INSURANCE	85,000
6302-181	INSURANCE CLAIMS & DEDUCTIBLES	
6302-191	COUNTY LANDFILL EXPENSE	65,000
6302-192	ANIMAL CONTROL	25,000
6302-200	MISCELLANEOUS	5,000
6302-207	DUES AND SUBSCRIPTIONS	2,000
6302-216	PEST CONTROL	500
6302-226	EMERGENCY STREET REPAIRS	500
6302-245	DEMOLITION EXPENSE	42,330
6302-246	SMALL TOOLS	500
6302-330	PURCHASES / EQUIPMENT	20,000
6302-331	CAPITAL PURCHASES	
6302-410	CAPITAL LEASE INTEREST	9,724
6302-420	CAPITAL LEASE PRINCIPAL	40,418
	<b>TOTAL PUBLIC WORKS</b>	<b>2,724,552</b>

**FY 2024 PARK & RECREATION PROPOSED BUDGET**

6602-101	SALARIES	201,211
6602-102	OVERTIME	5,000
6602-104	PAYROLL TAXES	15,775
6602-105	PENSION PAID BY THE CITY	47,416
6602-106	HOSPITAL INSURANCE	27,648
6602-109	DENTAL EXPENSE	1,248
6602-113	UNIFORM EXPENSE	1,500
6602-119	CONTRACT LABOR	6,000
6602-121	OFFICE SUPPLIES	1,000
6602-122	GAS, OIL AND TIRES	5,000
6602-124	SANITARY SUPPLIES	1,000
6602-125	MEDICAL SUPPLIES	150
6602-128	DATA PROCESSING EXPENSE	6,000
6602-129	OPERATING SUPPLIES	3,000
6602-141	BUILDING REPAIRS & MAINTENANCE	25,000
6602-142	EQUIPMENT MAINTENANCE	2,000
6602-143	COPY MACHINE EXPENSE	-
6602-144	EQUIP MAINT & REPAIR-AUTO	2,000
6602-150	UTILITIES	50,000
6602-161	TELEPHONE	-
6602-162	POSTAGE	-
6602-170	TRAVEL, EDUCATION & TRAINING	1,500
6602-171	EMP ASSISTANCE & DRUG TESTING	-
6602-180	INSURANCE	12,000
6602-182	SAFETY SUPPLIES AND PROGRAM	200
6602-184	PERMITS AND LICENSES	-
6602-193	BRUMMIT HEIGHTS UTILITIES	-
6602-194	CWCBH PARK UTILITIES	250
6602-206	SENIOR CITIZENS EXPENSE	3,000
6602-207	DUES AND SUBSCRIPTIONS	500
6602-210	CERAMIC PROGRAM EXPENSE	-
6602-211	EQUIP PURCHASES-REC CENTER	2,000
6602-212	EQUIP PURCHASES-CWCBH PARK	-
6602-213	EQUIP PURCHASES-BRUMMIT HGTS	-
6602-214	DEPOT STREET MINI PARK	-
6602-215	BALLFIELD EXPENSE	25,000
6602-216	PEST CONTROL	2,500
6602-217	ALARM SERVICE	1,000
6602-330	PURCHASES/EQUIPMENT	-
6602-331	CAPITAL PURCHASES	11,836
	<b>TOTAL PARK &amp; RECREATION</b>	<b>472,734</b>

**FY 2024 LIBRARY PROPOSED BUDGET**

6603-101	SALARIES	81,182
6603-102	OVERTIME	-
6603-104	PAYROLL TAXES	6,210
6603-105	PENSION PAID BY THE CITY	18,453
6603-106	HOSPITAL INSURANCE	18,504
6603-109	DENTAL EXPENSE	624
6603-121	OFFICE SUPPLIES	300
6603-124	SANITARY SUPPLIES	300
6603-129	OPERATING SUPPLIES	350
6603-141	BUILDING REPAIRS & MAINTENANCE	11,000
6603-143	COPY MACHINE EXPENSE	600
6603-148	SUPPORT AND SERVICE CONTRACTS	3,200
6603-150	UTILITIES	9,000
6603-161	TELEPHONE	400
6603-162	POSTAGE	
6603-170	TRAVEL, EDUCATION & TRAINING	2,500
6603-171	EMP ASSISTANCE & DRUG TESTING	-
6603-180	INSURANCE	8,500
6603-200	MISCELLANEOUS	200
6603-220	BOOKS PURCHASED	7,500
6603-221	MAGAZINES PURCHASED	-
6603-223	CLSI EXPENSE	4,000
6603-224	JCLC SUPPORT CHARGES	4,600
6603-235	SUMMER READING PROGRAM	1,200
6603-331	CAPITAL PURCHASE	10,000
6603-616	LATE CHARGES	
	<b>TOTAL LIBRARY</b>	<b>188,623.00</b>

Tabled 11.6.23 to 12.4.23

**CITY OF TARRANT  
FY2024 GENERAL FUND BUDGET**

<b>TARRANT BOARD OF EDUCATION</b>		
6700-900	BOE-STATE LAND SALES	14,000
6700-902	BOE-AD VALOREM TAX	417,000
6700-903	BOE-AUTO TAX	78,000
6700-904	BOE-LAND REDEMPTIONS	2,000
6700-905	BOE-AD VALOREM INSOLVENTS	400
6700-906	BOE-ABC BOARD RECEIPTS	400
6700-907	BOE-TAX EQUIVALENT	76,000
	<b>APPR TARRANT BOE</b>	<u>587,800</u>
<b>DEBT RETIREMENT</b>		
6800-410	BOND ISSUE INTEREST	
6800-420	DEBT SERVICE PRINCIPAL	
6800-490	BOND ISSUE AGENT FEES	2,175
6800-800	TRANSFER DEBT SVC FUNDS	507,130
	<b>TOTAL DEBT RETIREMENT</b>	<u>509,305</u>
<b>INTERGOVERNMENTAL APPR</b>		
6900-500	JEFFERSON COUNTY HEALTH DEPT	40,000
6900-501	TRANSIT AUTHORITY	52,000
6900-502	MAPPING REAPPRAISAL	16,118
6900-503	TAX ASSESSOR/COLLECTOR	12,000
6900-504	STORM WATER FEES	1,500
6900-505	JEFFCO MENTAL HEALTH AUTHORITY	800
6900-506	BEAUTIFICATION BOARD	3,000
6900-507	BREMMS	1,107
6900-508	EMA PROPORTIONATE SHARE	8,508
6900-509	EMA - PROJECT OVERAGE COST	345
6900-511	REGIONAL PLANNING COMM	3,870
6900-514	MEALS ON WHEELS	2,500
6900-515	CLASTRAN	2,700
6900-516	PRESCOTT HOUSE	2,000
6900-811	GAGING STATIONS	-
	<b>TOTAL INTERGOVERNMENTAL APPR</b>	<u>147,468</u>
<b>SCHOOL RESOURCE OFFICER</b>		
6902-101	SALARIES	68,000
6902-102	OVERTIME	9,340
6902-104	PAYROLL TAXES	5,590
6902-105	PENSION PAID BY THE CITY	13,557
	<b>SCHOOL RESOURCE OFFICER</b>	<u>96,487</u>
<b>TRANSFER OUT</b>		
6921-800	TRANSFER OUT - FUND 11 - 7 CENT GAS	-
6920-800	TRANSFER OUT - FUND 20 - CORRECTIONS	-
6921-800	TRANSFER-OUT - FUND 21	-
6926-800	TRANSFER-OUT - FUND 26	-
6930-800	TRANSFER OUT - FUND 30 - LO WARRANT	-
6940-800	TRANSFER-OUT - FUND 40 - E911	-
6950-800	TRANSFER-OUT - FUND 50	-
6954-800	TRANSFER-OUT - FUND 24	-
6960-800	TRANSFER OUT - FUND 60	-
6961-800	TRANSFER OUT - FUND 61	-
6970-800	TRANSFER OUT - FUND 70	-
	<b>TRANSFER TOTALS</b>	<u>-</u>
		<u><u>1,341,060</u></u>



**CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA**

**RESOLUTION NO. 9054**

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

**BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, November 20, 2023 at 7:00PM as follows:

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

**Section 2.** That said agreement shall be for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024.


**Section 3.** That the costs of this agreement shall not exceed those expressly stated in the FY2024 Transit Service Agreement.

**Section 4.** That the costs of this agreement shall be paid from the City of Tarrant's operating budget.

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

ADOPTED this the 20th day of November, 2023.



APPROVED:   
Wayman Newton, Mayor

  
Dr. Laverne Knight, City Clerk

EXHIBIT A

SERVICE REQUEST FORM BETWEEN THE CITY OF TARRANT AND THE  
BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY

Executive Director  
Charlotte Shaw



Board Chair  
Theodore "Ted" Smith

Honorable Wayman Newton, Mayor  
City of Tarrant, Alabama  
1133 East Lake Blvd.  
Tarrant, Alabama 35217

Dear Mayor Newton:

It is our pleasure to continue providing transit services to the City of Tarrant, Alabama for Fiscal Year 2023 (October 1, 2022, through September 2023). Enclosed is the Transit Service Agreement outlining the terms of those services. We have also enclosed the following:

- Schedule of Services (EXHIBIT A)
- City of Tarrant Ridership Report Card

The Transit Services Agreement is the formal contract between the Birmingham-Jefferson County Transit Authority and the City of Tarrant, Alabama, which provides details of the terms of our agreement for providing transit services during Fiscal Year 2023.

The Schedule of Services outlines the pick-up times for stops on those routes servicing your city. The Ridership Report Card, a new report we are excited to present, provides ridership data and several key metrics regarding the Fixed Route and Paratransit services we offer you and provides depth and insight about transit services in your city.

Finally, we appreciate the opportunity to have partnered with your city for many years and our desire is to "*Move Transit Forward*" in the region as we continue to enhance the services we provide to your citizens and businesses.

Sincerely,

Charlotte Shaw, Executive Director/CEO

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY  
1801 Morris Avenue • Suite 201 • Birmingham Alabama 35203 • Phone (205) 621-0101  
[www.maxtransit.org](http://www.maxtransit.org)

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**TRANSIT SERVICE AGREEMENT  
FY 2023**

by and between

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

and

**CITY OF TARRANT**

relating to providing Transit Service in Tarrant, Alabama

October 1, 2022

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

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

**Recitals:**

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

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

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

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

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

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

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

<b><u>Agreement</u></b>	Shall mean this Transit Service Agreement, as the same may be amended from time to time.
<b><u>Transit Service</u></b>	Shall mean the revenue Transit Service to be provided by BJCTA in and to the Service Area as set forth in this Agreement.
<b><u>Cost of Transit Service</u></b>	Shall mean the cost incurred by BJCTA to provide the Transit Service, during the period October 1, 2022 through September 30, 2023.
<b><u>County</u></b>	Shall mean Jefferson County.
<b><u>ALDOT</u></b>	Shall mean the Alabama Department of Transportation.

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

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

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

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

3. **TERM.** This Agreement shall be effective as of the date hereof October 1, 2022 (the "Commencement Date") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2023 (the "Expiration Date"), which is the funding period for providing the Transit Service as set forth in Exhibit "A" attached hereto.

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

4. **TERMINATION.**

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

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

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

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

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

6. **PAYMENT FOR TRANSIT SERVICE.** The City agrees to pay the BJCTA **\$53,077.73** for providing transit services for the forthcoming fiscal year beginning October 1, 2022 through September 30, 2023. This sum represents **644,46** service hours of Fixed Route transit services, as requested, at a rate of **\$82.36** per hour. Invoices shall be billed at the beginning of each month in advance of the service being rendered. Payments are due the first day of each month and are considered late after the 15<sup>th</sup> day of the month.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BJCTA: Charlotte Shaw  
Executive Director/CEO  
Birmingham-Jefferson County Transit Authority  
1801 Morris Avenue 2<sup>nd</sup> FL  
Birmingham, AL 35203

Copy: Glenn Dickerson  
Chief Financial Officer  
Birmingham-Jefferson County Transit Authority  
1801 Morris Avenue 2<sup>nd</sup> FL  
Birmingham, AL 35203

CITY: The Honorable Wayman Newton, Mayor  
City of Tarrant  
1604 Pinson Valley Parkway  
Tarrant, AL 35217



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

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

15. **MISCELLANEOUS CLAUSES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and

it may not be amended, changed or modified except by in writing and signed by the party to be charged by said amendment, change or modification subject to the following:

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

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

**(THIS SECTION IS LEFT BLANK INTENTIONALLY)**

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

Attest:

**CITY OF TARRANT**

By CITY OF TARRANT, MAYOR OR  
AUTHORIZED OFFICIAL

By: \_\_\_\_\_  
(Signature of Authorized Official)

Date: \_\_\_\_\_

**BIRMINGHAM-JEFFERSON COUNTY  
TRANSIT AUTHORITY**

By: \_\_\_\_\_  
CHARLOTTE SHAW  
Executive Director/CEO

Date: \_\_\_\_\_

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

**FUSTON, PETWAY & FRENCH**

By: \_\_\_\_\_  
G. Courtney French, Esq., Partner

# TARRANT CITY

RIDERSHIP REPORT CARD

**Transit** on the **Grow**  
 Moving Transit Forward  
  Max Mobility & On Demand Service

**12**

Estimated number of bus stops in Tarrant City

**9**

Number of trips made each weekday

**23.77**

Average amount of miles traveled on the route per weekday

**ROUTES**

22 ● Tarrant

## ABOUT THIS REPORT

This report presents the various metrics used to help gauge the effectiveness of public transportation in Tarrant City. Each route is summarized independently on the following pages.

## RIDERSHIP

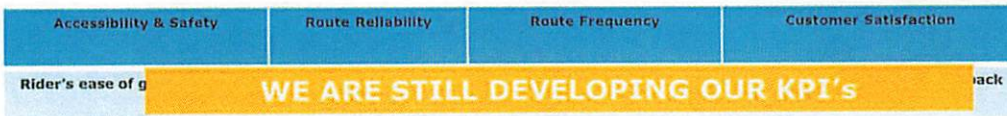


## NUMBER OF BUSES

needed to operate per day



## KEY PERFORMANCE INDICATORS



## AREAS FOR GROWTH



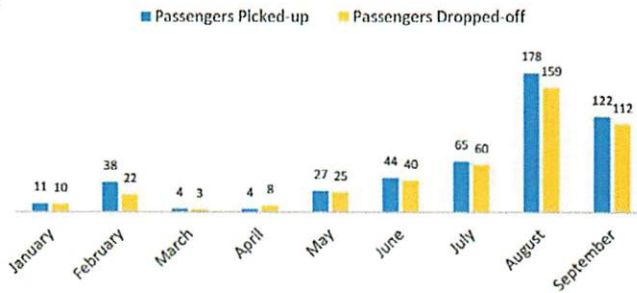
# Paratransit Service

## RIDERSHIP REPORT

Service Hours: Weekday – Saturday 4:00 am – 11:00 pm • Sunday – No Service

### RIDERSHIP

**2022**  
**932**



### MAX SERVICE AREA

MAX Service Area? ADA paratransit is provided to residents of the Birmingham and Surrounding Metro Area who are ADA eligible in accordance with the ADA regulations on eligibility. The origin and destination of each trip must be within the MAX service area which includes a 3/4 mile corridor which surrounds the regular fixed-routes.



# ROUTE 22 Tarrant

## RIDERSHIP REPORT

Service Hours: Monday – Friday 5:15 am – 8:00 pm • No Saturday or Sunday Service

### RIDERSHIP



### BY THE NUMBERS

2021	2022
<b>5,218</b>	<b>4,106</b>
Total Alightings	Total Alightings
<b>5,581</b>	<b>4,435</b>
Total Boardings	Total Boardings

### Average Riders Per Stop (2022)



### DEFINITIONS

**Boarding:** Riders getting onto the bus

**Alighting:** Riders getting off the bus



## 22 Tarrant Weekday

### OUTBOUND

### INBOUND

Run No	Central Station	10th & Coosa	43rd & 43rd	Tarrant Shopping Ctr	Tarrant Shopping Ctr	43rd & 43rd	10th & Coosa	Central Station
2201	-	-	-	-	515 AM	527 AM	539 AM	559 AM
2201	604 AM	616 AM	628 AM	648 AM	654 AM	706 AM	718 AM	738 AM
2201	743 AM	755 AM	807 AM	827 AM	833 AM	845 AM	857 AM	917 AM
2201	922 AM	934 AM	946 AM	1006 AM	1012 AM	1024 AM	1036 AM	1056 AM
2201	1101 AM	1113 AM	1125 AM	1145 AM	1151 AM	1203 PM	1215 PM	1235 PM
2211	1240 PM	1252 PM	104 PM	124 PM	130 PM	142 PM	154 PM	214 PM
2211	219 PM	231 PM	243 PM	303 PM	309 PM	321 PM	333 PM	353PM
2211	358 PM	410 PM	422 PM	442 PM	448 PM	500 PM	512 PM	532 PM
2211	537 PM	549 PM	601 PM	621 PM	627 PM	639 PM	651 PM	711 PM
2211	716 PM	728 PM	740 PM	800 PM	-	-	-	-



**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA    )

JEFFERSON COUNTY    )

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20th day of November, 2023, while in regular session on Monday, November 20, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 20th day of November, 2023.



  
\_\_\_\_\_  
Dr. Laverne Knight, City Clerk

**RESOLUTION NO. 9067**

**A RESOLUTION ORDERING THE EMERGENCY DEMOLITION OF BUILDING OR STRUCTURE LOCATED AT 412 FANNIE AVENUE, TARRANT, AL. 35217, PARCEL ID 13 00 32 4 007 003.000, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS**

**WHEREAS**, the Appropriate Municipal Official determined that the condition of the building or structure located at 412 Fannie Avenue, Tarrant, AL 35217, Parcel I.D. 13 00 32 4 007 003.000, as listed on Exhibit A attached hereto (the "Subject Property") is in such a condition as to make it dangerous and unsafe to the extent that it constitutes a public nuisance because of the danger of structure collapse, and such situations are in need of immediate remediation because of imminent danger endangering adjoining property, the public right of way, and human life or health.

**WHEREAS**, on October 10, 2023, notification of determination of a dangerous structure was sent via U.S. Postal Service to:

A. Person or persons, firms, associations, or corporations assessing the subject property for state taxes to the address as identified on the Jefferson County Tax Office website,

B. The identifiable property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of digital public records of Jefferson County, Alabama, at the owner or owners' last known address and at the address of the subject property,

C. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

**WHEREAS**, a Notice to Demolish has been posted at the subject property and a Notice of Finding of Public Nuisance and Declaration of Emergency has been posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

**WHEREAS**, the Appropriate Municipal Official has made a Finding of Public Nuisance and Declaration of Emergency to the City Council of the City of Tarrant.

**BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, November 20, 2023 at 7:00 p.m. as follows:

**Section 1.** After due deliberation, the City Council of the City of Tarrant, Alabama finds that the structure standing at 412 Fannie Avenue., Tarrant, Alabama, Parcel I.D. Number 13 00 32 4 007 003.000, as shown on Exhibit A hereto, is unsafe to the extent it is a public nuisance to the citizens of City of Tarrant, Alabama, such building is subject to immediate emergency demolition because of the danger of a burnt structure collapsing, and such situation is in need of immediate remediation because of imminent danger endangering adjoining property, the public right of way, and human life or health, and is due to be condemned and demolished in compliance with Ordinance Number 1022 of the City of Tarrant, Alabama;

**Section 2.** That said demolition is to be performed as soon as possible by the City of Tarrant; and

**Section 3.** That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

Adopted this the 20<sup>th</sup> day of November, 2023.



APPROVED: \_\_\_\_\_

  
Wayman Newton, Mayor

ATTEST: \_\_\_\_\_

  
Laverne Knight, City Clerk

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA    )

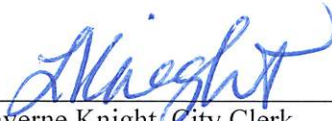
JEFFERSON COUNTY    )

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20th day of November, 2023 while in regular session on Monday, November 20, 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 20<sup>th</sup> day of November, 2023.



\_\_\_\_\_  
Laverne Knight, City Clerk  
City of Tarrant, Alabama



**EXHIBIT A**

**MICHAEL BRYMER**  
CITY ATTORNEY

**WAYMAN A. NEWTON**  
MAYOR

**DR. LAVERNE KNIGHT**  
CITY CLERK

## **CITY OF TARRANT**

1133 Eastlake Blvd.  
P. O. Box 170220

Tarrant, Alabama 35217-0220  
Phone (205)849-2800  
Fax (205)849-2805

COUNCIL MEMBERS  
CATHY ANDERSON  
JOHN T. "TOMMY" BRYANT

COUNCIL MEMBERS  
VERONICA BANDY FREEMAN  
DEBORAH MATTHEWS

**TRACIE B. THREADFORD**  
MAYOR PRO TEM

October 10<sup>th</sup>, 2023

Betty W. Rohn.  
412 Fannie Avenue.  
Birmingham, AL. 35217--1952

**Re: Demolition of 412 Fannie Avenue. Tarrant, AL. 35217**  
**Parcel # 13 00 32 4 007 003.000**

To property owner.

In accordance with Article VI of the City of Tarrant Code of Ordinances and Section 37-15-7 of the Code of Alabama, the above referenced structure has been classified as a Dangerous Building - Emergency Action Required. The immediate demolition of this structure is hereby required due to imminent danger to public health and safety. Please contact the City of Tarrant, Permit Office at (205) 849-2800 Ext. 1033 to obtain the appropriate permits and information regarding the removal of structures within the City of Tarrant.

If no action to remove the structure has been taken within 20 days, the City will institute demolition proceedings, with all costs to be assessed against the above referenced property. Please be advised that the City also reserves any other rights that it may have at law or in equity, including a civil lawsuit to abate the public nuisance. Of course, our sincere preference is that you take action immediately to remediate the danger to the public.

If you have any questions or wish to appeal this classification, please feel free to call my office at (205) 849-2800. Ext. 1033

Sincerely,

  
David Casian  
Building Inspector.

**FINDING OF PUBLIC NUISANCE AND  
DECLARATION OF EMERGENCY**

Pursuant to Section 4-119 of Ordinance No. 1022 of the City of Tarrant, Alabama (the "City"), the undersigned Mr. David Casian, the City Building Inspector, hereby makes a finding and reports to the City Council of the City that (i) a building located within the City is a dangerous building because it is unsafe to the extent that it is a public nuisance, and (ii) such building is subject to immediate emergency demolition because of imminent danger of structural collapse endangering human life or health. The building is located on the following described property, to wit, which will be described hereafter as "the Subject Property":

**STREET ADDRESS:**

412 Fannie Avenue, Tarrant, Alabama

**LEGAL DESCRIPTION:**

LOT 10 BLK 1 J ED HAIGLERS 2ND ADD TO KETONA  
as recorded in Map Book 19, page 44, in the Probate Office  
of Jefferson County, Alabama.

**PARCEL IDENTIFICATION NUMBER:**

13 00 32 4 007 003.000

Be advised that:

1. Ordinance No. 1022 of the City is "An Ordinance to Amend the Official Policies and Procedures of the City of Tarrant, Alabama, Regarding Unsafe Structures and Dangerous Buildings." The below-signed Mr. David Casian is the City Building Inspector and is the Appropriate Municipal Official designated to exercise the authority and perform the duties delegated by Ordinance No. 1022.

2. The Appropriate Municipal Official finds that the building located on the Subject Property is a "dangerous building" within the meaning of Ordinance No. 1022 because of one or more of the following defects:

- (1) The interior walls or other vertical structure members list, lean, or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base;
- (2) Exclusive of the foundation, the building shows thirty-three (33) percent, or more, of damage or deterioration of one (1) or more supporting members, or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering;

- (3) The building has improperly distributed loads upon the floors or roofs, or in which the same are overloaded, or has insufficient strength to be reasonably safe for the purpose used;
- (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism, or any other cause so as to have become dangerous to life, health, property, morals, safety, or general welfare of the public or the occupants;
- (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (6) The building has light, air, heating, cooling, and sanitation facilities which are inadequate to protect the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes, or other means of ingress and egress to and from said building;
- (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire;
- (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or of such fault construction or unstable foundation that partial or complete collapse is possible;
- (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants;
- (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy;
- (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act;
- (14) The building has a portion remaining on a site after the demolition or destruction of the same or is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public; and

(15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

3. The Appropriate Municipal Official finds that the building on the Subject Property is fifty (50) percent damaged or decayed, or deteriorated from its original value or structure.

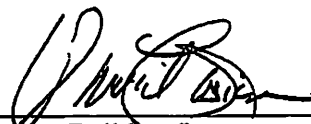
4. The Appropriate Municipal Official finds that the building on the Subject Property cannot be repaired so that it will no longer exist in violation of the terms of Ordinance No. 1022.

5. The Appropriate Municipal Official finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 1022.

6. The Appropriate Municipal Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

7. The Appropriate Municipal Official finds that the building on the Subject Property is in imminent danger of structural collapse endangering human life or health. Therefore, the Appropriate Municipal Official orders that the building on the Subject Property be and remain vacated and immediately demolished.

DONE this the 10 day of October 2023



---

David Casian, Building Inspector  
City of Tarrant, Alabama



**RESOLUTION NO. 9080**

**A RESOLUTION ORDERING THE EMERGENCY DEMOLITION OF BUILDING OR STRUCTURE LOCATED AT 1321 PROSCH AVENUE, TARRANT, AL. 35217, PARCEL ID 23 00 08 2 011 010.000, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS**

**WHEREAS**, the Appropriate Municipal Official determined that the condition of the building or structure located at 1321 Prosch Avenue, Tarrant, AL 35217, Parcel I.D. 23 00 08 2 011 010.000, as listed on Exhibit A attached hereto (the "Subject Property") is in such a condition as to make it dangerous and unsafe to the extent that it constitutes a public nuisance because of the danger of structure collapse, and such situations are in need of immediate remediation because of imminent danger endangering adjoining property, the public right of way, and human life or health.

**WHEREAS**, on October 10, 2023, notification of determination of a dangerous structure was sent via U.S. Postal Service to:

A. Person or persons, firms, associations, or corporations assessing the subject property for state taxes to the address as identified on the Jefferson County Tax Office website,

B. The identifiable property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of digital public records of Jefferson County, Alabama, at the owner or owners' last known address and at the address of the subject property,

C. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

**WHEREAS**, a Notice to Demolish has been posted at the subject property and a Notice of Finding of Public Nuisance and Declaration of Emergency has been posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

**WHEREAS**, the Appropriate Municipal Official has made a Finding of Public Nuisance and Declaration of Emergency to the City Council of the City of Tarrant.

**BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, November 20, 2023 at 7:00 p.m. as follows:


**Section 1.** After due deliberation, the City Council of the City of Tarrant, Alabama finds that the structure standing at 1321 Prosch Avenue, Tarrant, Alabama, Parcel I.D. Number 23 00 08 2 011 010.000, as shown on Exhibit A hereto, is unsafe to the extent it is a public nuisance to the citizens of City of Tarrant, Alabama, such building is subject to immediate emergency demolition because of the danger of a burnt structure collapsing, and such situation is in need of immediate remediation because of imminent danger endangering adjoining property, the public right of way, and human life or health, and is due to be condemned and demolished in compliance with Ordinance Number 1022 of the City of Tarrant, Alabama;

**Section 2.** That said demolition is to be performed as soon as possible by the City of Tarrant; and

**Section 3.** That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

Adopted this the 20<sup>th</sup> day of November, 2023.



APPROVED:   
Wayman Newton, Mayor

ATTEST:   
Laverne Knight, City Clerk

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20th day of November, 2023 while in regular session on Monday, November 20, 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 20<sup>th</sup> day of November, 2023.



  
Laverne Knight, City Clerk  
City of Tarrant, Alabama

EXHIBIT A

**MICHAEL BRYMER**  
**CITY ATTORNEY**

**WAYMAN A. NEWTON**  
**MAYOR**

**DR. LAVERNE KNIGHT**  
**CITY CLERK**

## **CITY OF TARRANT**

1133 Eastlake Blvd.  
P. O. Box 170220

Tarrant, Alabama 35217-0220  
Phone (205)849-2800  
Fax (205)849-2805

COUNCIL MEMBERS  
**CATHY ANDERSON**  
**JOHN T. "TOMMY" BRYANT**

COUNCIL MEMBERS  
**VERONICA BANDY FREEMAN**  
**DEBORAH MATTHEWS**

**TRACIE B. THREADFORD**  
**MAYOR PRO TEM**

October 10<sup>th</sup>, 2023

Richard L. McKibben Sr. & Judy F.  
58 Lake Ridge Ln.  
Jasper, AL. 35504-4000

**Re: Demolition of 1321 Prosch Avenue. Tarrant, AL. 35217**  
**Parcel # 23 00 08 2 011 010.000**

To property owner.

In accordance with Article VI of the City of Tarrant Code of Ordinances and Section 37-15-7 of the Code of Alabama, the above referenced structure has been classified as a Dangerous Building - Emergency Action Required. The immediate demolition of this structure is hereby required due to imminent danger to public health and safety. Please contact the City of Tarrant, Permit Office at (205) 849-2800 Ext. 1033 to obtain the appropriate permits and information regarding the removal of structures within the City of Tarrant.

If no action to remove the structure has been taken within 20 days, the City will institute demolition proceedings, with all costs to be assessed against the above referenced property. Please be advised that the City also reserves any other rights that it may have at law or in equity, including a civil lawsuit to abate the public nuisance. Of course, our sincere preference is that you take action immediately to remediate the danger to the public.

If you have any questions or wish to appeal this classification, please feel free to call my office at (205) 849-2800..Ext. 1033

Sincerely,

  
David Casian  
Building Inspector.

**C.C.**

**Jefferson County Tax Assessor Office.  
716 Richard Arrington Jr Blvd N Ste 170,  
Birmingham, AL 35203.**

**Alabama Department of Revenue.  
Attn. Income Tax Administration Division.  
P.O. Box. 327900  
Montgomery, AL 36132-7900**

**Alabama Department of Revenue.  
Attn. Property Tax Administration Division.  
P.O. Box. 327900  
Montgomery, AL. 36132-7900**

**FINDING OF PUBLIC NUISANCE AND  
DECLARATION OF EMERGENCY**

Pursuant to Section 4-119 of Ordinance No. 1022 of the City of Tarrant, Alabama (the "City"), the undersigned Mr. David Casian, the City Building Inspector, hereby makes a finding and reports to the City Council of the City that (i) a building located within the City is a dangerous building because it is unsafe to the extent that it is a public nuisance, and (ii) such building is subject to immediate emergency demolition because of imminent danger of structural collapse endangering human life or health. The building is located on the following described property, to wit, which will be described hereafter as "the Subject Property":

**STREET ADDRESS:**

1321 Prosch Avenue, Tarrant, Alabama

**LEGAL DESCRIPTION:**

LOT 6 BLK 4 J C & W N PROSCH SUR as recorded in  
Map Book 13, page 23, in the Probate Office of Jefferson  
County, Alabama.

**PARCEL IDENTIFICATION NUMBER:**

23 00 08 2 011 010.000

Be advised that:

1. Ordinance No. 1022 of the City is "An Ordinance to Amend the Official Policies and Procedures of the City of Tarrant, Alabama, Regarding Unsafe Structures and Dangerous Buildings." The below-signed Mr. David Casian is the City Building Inspector and is the Appropriate Municipal Official designated to exercise the authority and perform the duties delegated by Ordinance No. 1022.

2. The Appropriate Municipal Official finds that the building located on the Subject Property is a "dangerous building" within the meaning of Ordinance No. 1022 because of one or more of the following defects:

- (1) The interior walls or other vertical structure members list, lean, or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base;
- (2) Exclusive of the foundation, the building shows thirty-three (33) percent, or more, of damage or deterioration of one (1) or more supporting members, or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering;

- (3) The building has improperly distributed loads upon the floors or roofs, or in which the same are overloaded, or has insufficient strength to be reasonably safe for the purpose used;
- (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism, or any other cause so as to have become dangerous to life, health, property, morals, safety, or general welfare of the public or the occupants;
- (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (6) The building has light, air, heating, cooling, and sanitation facilities which are inadequate to protect the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes, or other means of ingress and egress to and from said building;
- (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire;
- (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or of such fault construction or unstable foundation that partial or complete collapse is possible;
- (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants;
- (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy;
- (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act;
- (14) The building has a portion remaining on a site after the demolition or destruction of the same or is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public; and

(15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

3. The Appropriate Municipal Official finds that the building on the Subject Property is fifty (50) percent damaged or decayed, or deteriorated from its original value or structure.

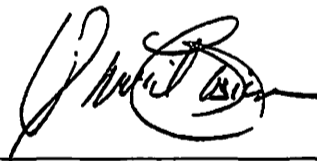
4. The Appropriate Municipal Official finds that the building on the Subject Property cannot be repaired so that it will no longer exist in violation of the terms of Ordinance No. 1022.

5. The Appropriate Municipal Official finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 1022.

6. The Appropriate Municipal Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

7. The Appropriate Municipal Official finds that the building on the Subject Property is in imminent danger of structural collapse endangering human life or health. Therefore, the Appropriate Municipal Official orders that the building on the Subject Property be and remain vacated and immediately demolished.

DONE this the 10 day of October 2023.



---

David Casian, Building Inspector  
City of Tarrant, Alabama



**RESOLUTION NO. 9081**

**A RESOLUTION ORDERING THE EMERGENCY DEMOLITION OF BUILDING OR STRUCTURE LOCATED AT 1152 THOMASON AVENUE, TARRANT, AL. 35217, PARCEL ID 23 00 05 3 018 016.000, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS**

**WHEREAS**, the Appropriate Municipal Official determined that the condition of the building or structure located at 1152 Thomason Avenue, Tarrant, AL 35217, Parcel I.D. 23 00 05 3 018 016.000, as listed on Exhibit A attached hereto (the "Subject Property") is in such a condition as to make it dangerous and unsafe to the extent that it constitutes a public nuisance because of the danger of structure collapse, and such situations are in need of immediate remediation because of imminent danger endangering adjoining property, the public right of way, and human life or health.

**WHEREAS**, on October 10, 2023, notification of determination of a dangerous structure was sent via U.S. Postal Service to:

A. Person or persons, firms, associations, or corporations assessing the subject property for state taxes to the address as identified on the Jefferson County Tax Office website,

B. The identifiable property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of digital public records of Jefferson County, Alabama, at the owner or owners' last known address and at the address of the subject property,

C. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

**WHEREAS**, a Notice to Demolish has been posted at the subject property and a Notice of Finding of Public Nuisance and Declaration of Emergency has been posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

**WHEREAS**, the Appropriate Municipal Official has made a Finding of Public Nuisance and Declaration of Emergency to the City Council of the City of Tarrant.

**BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, November 20, 2023 at 7:00 p.m. as follows:


**Section 1.** After due deliberation, the City Council of the City of Tarrant, Alabama finds that the structure standing at 1152 Thomason Avenue., Tarrant, Alabama, Parcel I.D. Number 23 00 05 3 018 016.000, as shown on Exhibit A hereto, is unsafe to the extent it is a public nuisance to the citizens of City of Tarrant, Alabama, such building is subject to immediate emergency demolition because of the danger of a burnt structure collapsing, and such situation is in need of immediate remediation because of imminent danger endangering adjoining property, the public right of way, and human life or health, and is due to be condemned and demolished in compliance with Ordinance Number 1022 of the City of Tarrant, Alabama;

**Section 2.** That said demolition is to be performed as soon as possible by the City of Tarrant; and

**Section 3.** That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

Adopted this the 20<sup>th</sup> day of November, 2023.



APPROVED:   
Wayman Newton, Mayor

ATTEST:   
Laverne Knight, City Clerk

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20th day of November, 2023 while in regular session on Monday, November 20, 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 20<sup>th</sup> day of November, 2023.




  
Laverne Knight, City Clerk  
City of Tarrant, Alabama

EXHIBIT A

**MICHAEL BRYMER**  
CITY ATTORNEY

**WAYMAN A. NEWTON**  
MAYOR

**DR. LAVERNE KNIGHT**  
CITY CLERK

## **CITY OF TARRANT**

1133 Eastlake Blvd.  
P. O. Box 170220

Tarrant, Alabama 35217-0220  
Phone (205)849-2800  
Fax (205)849-2805

COUNCIL MEMBERS  
CATHY ANDERSON  
JOHN T. "TOMMY" BRYANT

COUNCIL MEMBERS  
VERONICA BANDY FREEMAN  
DEBORAH MATTHEWS

**TRACIE B. THREADFORD**  
MAYOR PRO TEM

October 10<sup>th</sup>, 2023

J & R Development.  
755 Number Two Hill Rd.  
Nauvoo, AL. 35578.

Billy & Virginia Renfro  
205 Kyle Ct.  
Gardendale, AL. 35071.

**Re: Demolition of 1152 Thomason Avenue. Tarrant, AL. 35217**  
**Parcel # 23 00 05 3 018 016.000**

To whom it may concern.

In accordance with Article VI of the City of Tarrant Code of Ordinances and Section 37-15-7 of the Code of Alabama, the above referenced structure has been classified as a Dangerous Building - Emergency Action Required. The immediate demolition of this structure is hereby required due to imminent danger to public health and safety. Please contact the City of Tarrant, Permit Office at (205) 849-2800 Ext. 1033 to obtain the appropriate permits and information regarding the removal of structures within the City of Tarrant.

If no action to remove the structure has been taken within 20 days, the City will institute demolition proceedings, with all costs to be assessed against the above referenced property. Please be advised that the City also reserves any other rights that it may have at law or in equity, including a civil lawsuit to abate the public nuisance. Of course, our sincere preference is that you take action immediately to remediate the danger to the public.

If you have any questions or wish to appeal this classification, please feel free to call my office at (205) 849-2800. Ext. 1033

Sincerely,

  
David Caslan  
Building Inspector.

**c.c.**

**Jefferson County Tax Assessor Office.  
716 Richard Arrington Jr Blvd N Ste 170,  
Birmingham, AL 35203.**

**Alabama Department of Revenue.  
Attn. Income Tax Administration Division.  
P.O. Box. 327900  
Montgomery, AL 36132-7900**

**Alabama Department of Revenue.  
Attn. Property Tax Administration Division.  
P.O. Box. 327900  
Montgomery, AL. 36132-7900**

**FINDING OF PUBLIC NUISANCE AND  
DECLARATION OF EMERGENCY**

Pursuant to Section 4-119 of Ordinance No. 1022 of the City of Tarrant, Alabama (the "City"), the undersigned Mr. David Casian, the City Building Inspector, hereby makes a finding and reports to the City Council of the City that (i) a building located within the City is a dangerous building because it is unsafe to the extent that it is a public nuisance, and (ii) such building is subject to immediate emergency demolition because of imminent danger of structural collapse endangering human life or health. The building is located on the following described property, to wit, which will be described hereafter as "the Subject Property":

**STREET ADDRESS:**

1152 Thomason Avenue, Tarrant, Alabama

**LEGAL DESCRIPTION:**

LOT 29 BLK F TARRANT CITY as recorded in Map Book  
10, page 107 , in the Probate Office of Jefferson County,  
Alabama.

**PARCEL IDENTIFICATION NUMBER:**

23 00 05 3 018 016.000

Be advised that:

1. Ordinance No. 1022 of the City is "An Ordinance to Amend the Official Policies and Procedures of the City of Tarrant, Alabama, Regarding Unsafe Structures and Dangerous Buildings." The below-signed Mr. David Casian is the City Building Inspector and is the Appropriate Municipal Official designated to exercise the authority and perform the duties delegated by Ordinance No. 1022.

2. The Appropriate Municipal Official finds that the building located on the Subject Property is a "dangerous building" within the meaning of Ordinance No. 1022 because of one or more of the following defects:

- (1) The interior walls or other vertical structure members list, lean, or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base;
- (2) Exclusive of the foundation, the building shows thirty-three (33) percent, or more, of damage or deterioration of one (1) or more supporting members, or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering;

- (3) The building has improperly distributed loads upon the floors or roofs, or in which the same are overloaded, or has insufficient strength to be reasonably safe for the purpose used;
- (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism, or any other cause so as to have become dangerous to life, health, property, morals, safety, or general welfare of the public or the occupants;
- (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (6) The building has light, air, heating, cooling, and sanitation facilities which are inadequate to protect the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes, or other means of ingress and egress to and from said building;
- (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire;
- (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or of such fault construction or unstable foundation that partial or complete collapse is possible;
- (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants;
- (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy;
- (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act;
- (14) The building has a portion remaining on a site after the demolition or destruction of the same or is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public; and

(15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

3. The Appropriate Municipal Official finds that the building on the Subject Property is fifty (50) percent damaged or decayed, or deteriorated from its original value or structure.

4. The Appropriate Municipal Official finds that the building on the Subject Property cannot be repaired so that it will no longer exist in violation of the terms of Ordinance No. 1022.

5. The Appropriate Municipal Official finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 1022.

6. The Appropriate Municipal Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

7. The Appropriate Municipal Official finds that the building on the Subject Property is in imminent danger of structural collapse endangering human life or health. Therefore, the Appropriate Municipal Official orders that the building on the Subject Property be and remain vacated and immediately demolished.

DONE this the 10 day of October 2023



---

David Casian, Building Inspector  
City of Tarrant, Alabama



**RESOLUTION NO. 9065**

**A RESOLUTION ORDERING THE EMERGENCY DEMOLITION OF BUILDING OR STRUCTURE LOCATED AT 1068 BRISTOL STREET, TARRANT, AL. 35217, PARCEL ID 23 00 08 2 013 019.000, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS**

**WHEREAS**, the Appropriate Municipal Official determined that the condition of the building or structure located at 1068 Bristol Street, Tarrant, AL 35217, Parcel I.D. 23 00 08 2 013 019.000, as listed in Exhibit A attached hereto (the "Subject Property") is in such a condition as to make it dangerous and unsafe to the extent that it constitutes a public nuisance because of the danger of structure collapse, and such situations are in need of immediate remediation because of imminent danger endangering adjoining property, the public right of way, and human life or health.

**WHEREAS**, on October 10, 2023, notification of determination of a dangerous structure was sent via U.S. Postal Service to:

- A. Person or persons, firms, associations, or corporations assessing the subject property for state taxes to the address as identified on the Jefferson County Tax Office website,
- B. The identifiable property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of digital public records of Jefferson County, Alabama, at the owner or owners' last known address and at the address of the subject property,
- C. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

**WHEREAS**, a Notice to Demolish has been posted at the subject property and a Notice of Finding of Public Nuisance and Declaration of Emergency has been posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

**WHEREAS**, the Appropriate Municipal Official has made a Finding of Public Nuisance and Declaration of Emergency to the City Council of the City of Tarrant.

**BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, November 20, 2023 at 7:00 p.m. as follows:

**Section 1.** After due deliberation, the City Council of the City of Tarrant, Alabama finds that the structure standing at 1068 Bristol Street, Tarrant, Alabama, Parcel I.D. Number 23 00 08 2 013 019.000, as shown on Exhibit A hereto, is unsafe to the extent it is a public nuisance to the citizens of City of Tarrant, Alabama, such building is subject to immediate emergency demolition because of the danger of a burnt structure collapsing, and such situation is in need of immediate remediation because of imminent danger endangering adjoining property, the public right of way, and human life or health, and is due to be condemned and demolished in compliance with Ordinance Number 1022 of the City of Tarrant, Alabama;

**Section 2.** That said demolition is to be performed as soon as possible by the City of Tarrant; and

**Section 3.** That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

Adopted this the 20<sup>th</sup> day of November, 2023.

APPROVED: \_\_\_\_\_  
Wayman Newton, Mayor

ATTEST: \_\_\_\_\_  
Laverne Knight, City Clerk

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20<sup>th</sup> day of November, 2023 while in regular session on Monday, November 20, 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 20<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Laverne Knight, City Clerk  
City of Tarrant, Alabama

EXHIBIT A

Tabled 11.20.23

**MICHAEL BRYMER**  
CITY ATTORNEY

**WAYMAN A. NEWTON**  
MAYOR

**DR. LAVERNE KNIGHT**  
CITY CLERK

## **CITY OF TARRANT**

1133 Eastlake Blvd.  
P. O. Box 170220

Tarrant, Alabama 35217-0220  
Phone (205)849-2800  
Fax (205)849-2805

COUNCIL MEMBERS  
**CATHY ANDERSON**  
**JOHN T. "TOMMY" BRYANT**

COUNCIL MEMBERS  
**VERONICA BANDY FREEMAN**  
**DEBORAH MATTHEWS**

**TRACIE B. THREADFORD**  
MAYOR PRO TEM

October 10<sup>th</sup>, 2023

Wanda Sue Riddle.  
6141 Faber Dr.  
Brooksville, FL. 34602-7953.

Max Lovelady.  
3109 Old Ivy Rd.  
Birmingham, AL. 35210.

**Re: Demolition of 1068 Bristol Street. Tarrant, AL. 35217**  
**Parcel # 23 00 08 2 013 019 000**

To property owner.

In accordance with Article VI of the City of Tarrant Code of Ordinances and Section 37-15-7 of the Code of Alabama, the above referenced structure has been classified as a Dangerous Building - Emergency Action Required. The immediate demolition of this structure is hereby required due to imminent danger to public health and safety. Please contact the City of Tarrant, Permit Office at (205) 849-2800 Ext. 1033 to obtain the appropriate permits and information regarding the removal of structures within the City of Tarrant.

If no action to remove the structure has been taken within 20 days, the City will institute demolition proceedings, with all costs to be assessed against the above referenced property. Please be advised that the City also reserves any other rights that it may have at law or in equity, including a civil lawsuit to abate the public nuisance. Of course, our sincere preference is that you take action immediately to remediate the danger to the public.

If you have any questions or wish to appeal this classification, please feel free to call my office at (205) 849-2800, Ext. 1033

Sincerely,

  
David Casper  
Building Inspector.

**FINDING OF PUBLIC NUISANCE AND  
DECLARATION OF EMERGENCY**

Pursuant to Section 4-119 of Ordinance No. 1022 of the City of Tarrant, Alabama (the "City"), the undersigned Mr. David Casian, the City Building Inspector, hereby makes a finding and reports to the City Council of the City that (i) a building located within the City is a dangerous building because it is unsafe to the extent that it is a public nuisance, and (ii) such building is subject to immediate emergency demolition because of imminent danger of structural collapse endangering human life or health. The building is located on the following described property, to wit, which will be described hereafter as "the Subject Property":

**STREET ADDRESS:**

1068 Bristol Street, Tarrant, Alabama

**LEGAL DESCRIPTION:**

LOT 3 BLK 4 PLAINVIEW EXC W 60 FT & W 1/2 OF  
LOT 12 BLK 4 PLAINVIEW as recorded in Map Book 10,  
page 48, in the Probate Office of Jefferson County, Alabama.

**PARCEL IDENTIFICATION NUMBER:**

23 00 08 2 013 019 000

Be advised that:

1. Ordinance No. 1022 of the City is "An Ordinance to Amend the Official Policies and Procedures of the City of Tarrant, Alabama, Regarding Unsafe Structures and Dangerous Buildings." The below-signed Mr. David Casian is the City Building Inspector and is the Appropriate Municipal Official designated to exercise the authority and perform the duties delegated by Ordinance No. 1022.

2. The Appropriate Municipal Official finds that the building located on the Subject Property is a "dangerous building" within the meaning of Ordinance No. 1022 because of one or more of the following defects:

- (1) The interior walls or other vertical structure members list, lean, or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base;
- (2) Exclusive of the foundation, the building shows thirty-three (33) percent, or more, of damage or deterioration of one (1) or more supporting members, or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering;

- (3) The building has improperly distributed loads upon the floors or roofs, or in which the same are overloaded, or has insufficient strength to be reasonably safe for the purpose used;
- (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism, or any other cause so as to have become dangerous to life, health, property, morals, safety, or general welfare of the public or the occupants;
- (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (6) The building has light, air, heating, cooling, and sanitation facilities which are inadequate to protect the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (7) The building has inadequate facilities for egress in case of fire or panic or has insufficient stairways, elevators, fire escapes, or other means of ingress and egress to and from said building;
- (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire;
- (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or of such fault construction or unstable foundation that partial or complete collapse is possible;
- (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants;
- (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy;
- (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act;
- (14) The building has a portion remaining on a site after the demolition or destruction of the same or is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public; and

(15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

3. The Appropriate Municipal Official finds that the building on the Subject Property is fifty (50) percent damaged or decayed, or deteriorated from its original value or structure.

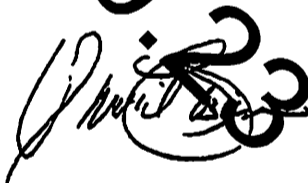
4. The Appropriate Municipal Official finds that the building on the Subject Property cannot be repaired so that it will no longer exist in violation of the terms of Ordinance No. 1022.

5. The Appropriate Municipal Official finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 1022.

6. The Appropriate Municipal Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

7. The Appropriate Municipal Official finds that the building on the Subject Property is in imminent danger of structural collapse endangering human life or health. Therefore, the Appropriate Municipal Official orders that the building on the Subject Property be and remain vacated and immediately demolished.

DONE this the 10 day of October 2023



\_\_\_\_\_  
David Casian, Building Inspector  
City of Tarrant, Alabama

**CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA**

**RESOLUTION NO. 9085**

**A RESOLUTION APPROVING AND AUTHORIZING THE CITY OF TARRANT POLICE DEPARTMENT TO ENTER INTO CONTRACT AND PAYMENT OF LEADS ONLINE POWER PLUS INVESTIGATION SYSTEM SERVICE PACKAGE.**

**WHEREAS**, the City of Tarrant challenges public safety and that public safety is constantly evolving requiring adaptation and efficiency to ensure a solid operational foundation.

**WHEREAS**, the City of Tarrant, Alabama recognizes the need for the Tarrant Police Departments technical and computerized investigation system service packages for the purpose of increased public safety, protection and decreased liability; and

**WHEREAS**, the City of Tarrant, Alabama, acknowledges the overall benefits of an annual software investigation systems service package for police department law enforcement as identified in Exhibit “A”; and

**WHEREAS**, the City of Tarrant Police Department and Leads Online LLC enter into agreement subject to the terms and conditions contained in the Order Forms Q-5288-5 titled Leadsonline Order Form: Investigator for selected features and with subscription fees of approximately \$2,995.00 due upon receipt for services through November 14, 2024, and \$3,085.00 due on or before November 15, 2024 for services through November 15, 2025, and \$3,178.00 due on or before November 15, 2025 for services through November 15, 2026 as identified in Exhibit “B”; and

**WHEREAS**, the City of Tarrant Police Department and Leads Online LLC enter into agreement subject to the terms and conditions contained in the Order Forms Q-5288-5 titled Leadsonline Order Form: PowerPlusfor selected features capability nationwide and with subscription fees of approximately \$2,819.00 due upon receipt for services through November 14, 2024, and \$2,904.00 due on or before November 15, 2024 for services through November 15, 2025, and \$2,991.00 due on or before November 15, 2025 for services through November 15, 2026 as identified in Exhibit “C”; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, November 20, 2023, at 7:00 P.M as follows:



**Section 1.** That the City of Tarrant Police Department Official Investigative Representative is hereby authorized to sign a Subscription Services Agreement with LeadsOnline LLC page 5 identified as Exhibit “A”.

**Section 3.** The City of Tarrant Police Department Representative is hereby authorized to sign Order Form No. Q-5288-5 titled Leadsonline Investigator and is hereby authorized to approve, in accordance with the actual amount of \$2,995.00 FY ending 2024, \$3,085.00 FY ending 2025 and \$3,178.00 FY ending 2026 for the purpose of the specifications contained in purchase requisition Exhibit “B”.

**Section 4.** The City of Tarrant Police Department Representative is hereby authorized to sign Order Form No. Q-5288-5 titled Leadsonline PowerPlus and is hereby authorized to approve, and in accordance with the actual amount of \$2,819.00 FY ending 2024, \$2,904.00 FY ending 2025 and \$2,991.00 FY ending 2026 for the purpose of the specifications contained in purchase requisition Exhibit “C”.

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

**ADOPTED** this the 20<sup>th</sup> day of November, 2023.



APPROVED:   
WAYMAN NEWTON, MAYOR

ATTEST:   
DR. LAVERNE KNIGHT, CITY CLERK



## EXHIBIT A



6900 Dallas Parkway, Suite 825      Phone:  
Piano, TX 75024      Fax:  
leadsonline.com      Toll-Free

### **SUBSCRIPTION SERVICES AGREEMENT**

This Subscription Services Agreement (Agreement) is between LeadsOnline LLC, a Delaware limited liability company (LeadsOnline), Tarrant Police Department (Customer), and is effective as of the date of the last signature agreement. This agreement contemplates one or more Order Forms for Services, which are governed by the terms of this agreement.

#### **1. SOFTWARE SERVICE.**

This agreement and the applicable Order Form provide Customer access to and usage of an Internet-based service, including, without limitation, its features, functions, and user interface, and underlying software, as set forth in the applicable Order Form and limited to the number of Eligible Users defined and listed on the Order Form (Service).

#### **2. USE OF SERVICE.**

- a. **Customer Owned Data.** All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (Customer Property).
- b. **Responsibilities for Customer Property.** Customer represents and warrants to LeadsOnline that (i) Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this agreement. Customer grants LeadsOnline the right to use Customer Property solely for Purposes of performing under this agreement (which includes, without limitation, LeadsOnline to enhance its technology and offerings). LeadsOnline will purge any or all Customer Property from the Service at Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.
- c. **General Responsibilities.** Customer must (i) ensure that access to Service and information produced from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or derived from Service according to all applicable statutes, laws and regulations for use and disclosure of personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze information and data submitted to and received from the Service, (vi) refrain from any use, misuse or act on the Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate a law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, and (vii) verify the accuracy, timeliness, context and relevance of information or communication from personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.
- d. **Governmental Agency Public Records Clause.** If Customer is a government agency and is required by law to inspect and copying of public records, Customer acknowledges the Service contains information that is exempt from public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer has the record in its possession at the time of the request.
- e. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use them only for the purposes intended; (ii) is responsible for its access control policies and administration of the Service.

### 3. WARRANTY DISCLAIMER:

THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE IS NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, as used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline does not intentionally cause or introduce any defect, virus, Trojan horse, spyware, malware, or other program code that may erase, disable, or otherwise harm or interfere with Customer's equipment, data, or other programs.

LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims any liability to undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, or inaction of Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information provided by LeadsOnline, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or by any such actions, decisions, reactions, responses, or inaction.

### 4. PAYMENT:

- a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, within 10 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes required by law. Customer is responsible for payment of such taxes.
- b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email address provided to LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the amount due on an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend and support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 5.

### 5. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed (Discloser) to the other party (Recipient), whether orally, visually, or in writing, that is designated as confidential and that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). LeadsOnline's Confidential Information includes, without limitation, Customer's Confidential Information includes, without limitation, the Customer Property.
- b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care) to: (i) protect Confidential Information of Discloser for any Purpose outside the scope of this agreement; and (ii) protect Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need Confidential Information for Purposes consistent with this agreement, and who have a legal obligation under law or policy to maintain confidentiality or have signed confidentiality agreements with Recipient containing protections not less protective of the Confidential Information than those in this agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public; (ii) was known to Recipient prior to its disclosure to Discloser; (iii) is independently developed by Recipient; or (iv) is obtained by Recipient from a third party who is not bound by confidentiality obligations to Discloser.

## 6. INFORMATION SECURITY.

- a. **Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration LeadsOnline shall:
- i. agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI) Addendum.
  - ii. ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and secure locations have a) completed CJIS Security Awareness Training and have passed the Law Security Test designed for Information technology personnel (system administrators, security a network administrator and b) submitted to and successfully passed state of residency and nation based record checks.
  - iii. apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to main environment for all Customer Property.
  - iv. maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at re 140-2 standards.
  - v. maintain advanced firewall and intrusion protection, database partitioning, patch management, identification and authentication, configuration management and third-party application penetration tests.
  - vi. log events relative to access and use of the Services; maintain and protect logs from disclosure, misuse.
  - vii. respond to security incidents; In the event of a data breach (as defined by applicable law), of Custo LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of C that was not the result of a data security incident experienced by LeadsOnline.
  - viii. purge any Customer Property upon Customer's written request.

## 7. INSURANCE

LeadsOnline shall maintain insurance policies for property, general liability, auto, errors and omissions insurance.

## 8. PROPERTY.

- a. **Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including intellectual property rights, and they remain only with LeadsOnline. Customer may not remove or modify a marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly g agreement.
- b. **Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a se capacity or allow access to the Service or its output by a third party.; (ii) use the Service to store or trans marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or trans material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the

## 9. TERM AND TERMINATION.

- a. **Term.** This agreement continues until the 30th day after all Order Forms have expired or earlier terminate below.
- b. **Term of Order Forms.** The term of each Order Form is specified in the Order Form.
- c. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period if the breach has not been cured.
- d. **Termination by Mutual Consent.** This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.
- e. **Government Customers. Termination of an Order Form due to non-appropriation of funds.** Customers may terminate services in an Order Form by providing sixty (60) days' written notice to LeadsOnline. If funding to make the next scheduled payment is not duly appropriated and authorized, LeadsOnline will terminate services on the next business day after the funding is not appropriated and authorized.
- f. **Return of Customer Property.**
  - *Within 60 days after termination*, upon written or electronic request LeadsOnline will make the necessary arrangements for Customer to export Customer Property as provided in Section 2(a).
  - *After such 60-day period*, LeadsOnline has no obligation to maintain the Customer Property and may dispose of it as it sees fit.

## 10. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF PROFITS, REVENUE, OR A COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGES.**
- b. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT OF THE ORDER FORM PURCHASE PRICE FOR THE CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY. EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS ARISING OUT OF THE SERVICE.**

## 11. GOVERNING LAW AND FORUM.

**Government Customers.** For governmental Customers, this agreement is governed by the laws of the state where the Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and waives any objection to this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.

**All other Customers.** For all other Customers, this agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Collin County, Texas.

- this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, included in this agreement. No representation, promise, or inducement not included in this agreement is effective unless both parties sign an amendment or modification or waiver of any term of this agreement is effective unless both parties sign an amendment or agreement.
- b. **No Assignment.** Neither party may assign or transfer this agreement to a third party, except that the agreement may be assigned without the consent of the other party as part of a merger or sale of all or substantially all of a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.
  - c. **Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government export control list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country in violation of any applicable export law or regulation.
  - d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.
  - e. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other party's obligations shall remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.
  - f. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to prevent any breach or avoid any future breach of this agreement.
  - g. **No Additional Terms.** LeadsOnline rejects additional or conflicting terms of a Customer's form-purchase order.
  - h. **Order of Precedence.** If there is an inconsistency between this agreement and an Order Form, the Order Form prevails.
  - i. **Survival of Terms.** All provisions of this agreement regarding payment, confidentiality, indemnification, liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this agreement shall survive expiration or termination of this agreement until fully performed or until otherwise inapplicable.
  - j. **Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and its Affiliates) may use its technology to use such information without obligation to Customer.

**13. SIGNATURES**

Each representative identified below represents and warrants that it has the full power, right and authority to execute this Agreement on behalf of its respective party.

LeadsOnline LLC (LeadsOnline)	Tarrant Police Department (Customer)
Signature:	Signature:
Printed Name: Alexander Finley	Printed Name:

**EXHIBIT B**



Real Time Crime • CellHawk • Toolbox

6900 Dallas Parkway, Suite 825      Phon  
Piano, TX 75024                      Fc  
leadsonline.com                      toll-free

**LEADSONLINE ORDER FORM: INVESTIGATOR**

**CUSTOMER: TARRANT POLICE DEPARTMENT      UNIT: GENERAL**

**ORDER FORM NO.: Q-5288-5**

**1. SERVICE.**

LeadsOnline CellHawk Call Phone Mapping & Analysis System for Law Enforcement Agency users (Service Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, or authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Ell are employed by Customer in the Unit listed at the top of this Order Form.

**2. PURPOSE.**

Law Enforcement Use: Exclusively for the official law enforcement agency duties of Customer's Unit; Infor from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

**3. DEFINITIONS.**

Analysis Files are records electronically submitted by a Customer to the Service for automated analysis in limited to unstructured images, video, audio or text submitted, and data related to communications or moveme vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and to to crimes). Analysis Files are typically generated by telecommunications network providers and systems, computers, extraction systems and are provided to Customer via a legal process or voluntarily by persons v provide them. Analysis Files are Customer Property.

**4. SERVICE RECIPIENT AND ELIGIBLE USERS.**

Capacity and Eligible User: no more than 3 named individual employees of Tarrant Police Department in its each with a unique login (Eligible Users).

- Eligible User logins may not be shared and individuals in a division who are not Eligible Users may i Service.
- During initial onboarding, Customer must provide LeadsOnline with the names and email addresses Users (Customer may revise its Eligible Users Form a reasonable number of times each year)
- Access to Analysis Files is limited to Eligible Users for Services on this Order Form, but may be sha users of other order forms if directed by Customer.

Maximum number of rows allowed: 250,000

**5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES.**

Order Term: This Order Form will become effective as of the Effective Date and remain in effect through the t listed below (Initial Term) and any renewal Service Periods or until termination by LeadsOnline or Customer as d The Effective Date shall be defined as the date of the last signature below.

Renewals: Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any re parties may renew this Order Form for an additional one-year term by LeadsOnline's submission of a valid invol for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) d

**6. FEATURES.**

SERVICE	FEATURES
LeadsOnline CellHawk System	Upload Analysis Files to analyze communications or movements of devices, vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and locations related to crimes.
LeadsOnline Live Ping System	Create a Live Ping with any carrier and direct notifications from any carrier to route to your users and to LeadsOnline CellHawk for mapping, filtering, and analysis.
LeadsOnline Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match on persons, property, devices, vehicles, and other entities.
LeadsOnline Toolbox	Use LeadsOnline's automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.

**7. TRAINING AND REMOTE TECHNICAL SUPPORT.**

- One-Hour Online New User CellHawk Basic Training class.
  - ✓ Additional courses available via LeadsOnline CellHawk Training Portal.
  - ✓ Other on-demand training webinars on digital evidence analysis are available in the LeadsOnline Toolbox.
- Technical Support program is described at [leadsonline.com/support](http://leadsonline.com/support).

**8. MISC.**

This Order Form is attached to and incorporated into the Subscription Services Agreement between Customer and LeadsOnline dated \_\_\_\_\_ (Agreement). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

LeadsOnline LLC (LeadsOnline)	Tarrant Police Department (Customer)
Signature:	Signature:
Printed Name: Alexander Finley	Printed Name:
Title: CEO	Title:
Date:	Date:
Address: 6900 Dallas Parkway, Suite 825 Plano, TX 75024-4200	Address: _____ _____



**EXHIBIT C**



6900 Dallas Parkway, Suite 825      Pho  
Plano, TX 75024                      F  
leadsonline.com                      Toll-Fr

**LEADSONLINE ORDER FORM: POWERPLUS**  
**CUSTOMER: TARRANT POLICE DEPARTMENT                      UNIT: GENERAL**  
**ORDER FORM NO.: Q-5288-5**

**1. SERVICE.**

LeadsOnline PowerPlus Investigation System Service for Law Enforcement Agency users (Service).  
Customer represents that it is a law enforcement agency or governing body of a law enforcement agency authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the EI employed by Customer in the Unit listed at the top of this Order Form.

**2. PURPOSE.**

**Law Enforcement Use:** Exclusively for the official law enforcement agency duties of Customer's Unit; Infor from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

**3. DEFINITIONS.**

**Audit Records** means records audit records retained for administrative, legal, audit, or other operational Records are protected from modification, deletion and unauthorized access and are retained for a minimum c

**Deconfliction Data** means the subset of data provided to be made aware of activity by another Law Enforce Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, l location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by La Officials.

**Law Enforcement Official** means a person employed by and authorized by a Law Enforcement Customer t duties, access or submit data according to the terms of this agreement.

**Reporting Business** means any entity that records Transaction Data regarding the receipt or other disposition or materials and reports such Transaction Data for access by Law Enforcement Officials according to official re requirement or otherwise.

**Repository Data** means data and any other information LeadsOnline has received from entities other than t

**Transaction Data** means information provided by Reporting Businesses and Law Enforcement Agencies abt including, but not limited to, the transaction number, make, model, property description, serial number, identification number, telephone number, date of birth and any images recorded during the course of a trans: to official request, statutory requirement or otherwise.

**Analysis Files** means records electronically submitted by a Customer to the Service for automated analysis: include but are not limited to unstructured images, video, audio or text submitted, and data related to cor: movements of devices, vehicles and other entities, reference data for identifying locations including cell site l and locations related to crimes. Analysis Files are Customer Property.

**4. SERVICE RECIPIENT AND ELIGIBLE USERS.**

**Service Recipient:** An unlimited number of authorized personnel of Tarrant Police Department in its Gene unique login (Eligible Users).



6900 Dallas Parkway, Suite 825      Phone  
 Plano, TX 75024                              Fax  
 leadsonline.com                              Toll-Fr

**Renewals:** Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any re parties may renew this Order Form for an additional one-year term by LeadsOnline's submission of a valid invoice the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days

SERVICE PERIOD	DUE DATE	AM
Start Date through November 14, 2024	Due upon receipt	\$:
November 15, 2024 through November 14, 2025	Due on or before November 15, 2024	\$:
November 15, 2025 through November 14, 2026	Due on or before November 15, 2025	\$:

**6. SERVICE DESCRIPTION:**

CAPABILITY	DESCRIPTION
<b>PowerPlus Nationwide Search</b>	Nationwide search access through pawn shop, secondhand store and scrap r transactions. Unlimited accounts/searches for your personnel working your cases. Continuous saved searches alert investigators to persons or property after. Results include images of property, sellers, vehicles, thumbprints, etc. as reported. Robust identity resolution to spot suspect activity when identifiers are incorrect or out Possible associates report to identify other leads in cases. Advanced property identification to overcome incomplete descriptions and missing int Daily Stats (hits and statistics for each user).
<b>Nationwide Inter-Agency Deconfliction System</b>	Benefit from coordinated investigative efforts through pointers to the records Enforcement Agencies when users match on persons, property, devices, vehicles, and
<b>Phone Forensic Extraction Search</b>	Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find id activity of suspects.
<b>NCIC Stolen Property Notification</b>	Automated alerts on property including guns, articles and vehicles from your cases fo outside of your jurisdiction.
<b>Person / Property Notification</b>	Automatic alerts on suspects, wanted persons and stolen property from your agency:
<b>Compliance Management</b>	Free online reporting system for all pawn/secondhand stores. Easy reporting for businesses. Compatible with point-of-sale systems. Property hold management system. Message inbox for alerts and communication to and from businesses in your jurisdct Unlimited technical support for reporting businesses.
<b>OfferUp &amp; eBay</b>	

<b>Statement Analyzer</b>	Identify inconsistencies and opportunities for follow-up in statements.
<b>Citizen Property Inventory System</b>	Community engagement for improved reporting in property crimes.

**7. ONBOARDING, TRAINING AND TECHNICAL SUPPORT.**

- Eligible Users register for a user account at [www.leadsonline.com](http://www.leadsonline.com); Customer may provide lists of Eligible Users for expedited processing.
- LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos and live support.
- Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or [support@leadsonline.com](mailto:support@leadsonline.com).

**8. MISC.**

This Order Form is attached to and incorporated into the Subscription Services Agreement between Customer and LeadsOnline dated \_\_\_\_\_ (Agreement). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

<b>LeadsOnline LLC (LeadsOnline)</b>	<b>Tarrant Police Department (Customer)</b>
Signature:	Signature:
Printed Name: Alexander Finley	Printed Name:
Title: CEO	Title:
Date:	Date:
Address: 6900 Dallas Parkway, Suite 825 Plano, TX 75024-4200	Address: _____ _____

**CERTIFICATION OF CITY CLERK**


**STATE OF ALABAMA    )**

**JEFFERSON COUNTY    )**

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20<sup>th</sup> day of November, 2023, while in regular session on Monday, November 20<sup>th</sup>, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 20<sup>th</sup> day of November 2023.



  
\_\_\_\_\_  
Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9086

**A RESOLUTION RENEWING THE CONTRACT AND PAYMENT OF FINDER SOFTWARE SOLUTIONS FOR TARRANT POLICE DEPARTMENT.**

**WHEREAS**, the City of Tarrant challenges public safety and that public safety is constantly evolving requiring adaptation and efficiency to ensure a solid operational foundation.

**WHEREAS**, the City of Tarrant Police Department requests the renewal of Finder Software Solutions pursuant to the Memorandum of Understanding between the Agency and FINDER as identified in Exhibit “A”; and

**WHEREAS**, the City of Tarrant Police Department, requests Finder Software Solutions invoice number 2202 in the approximate of \$3,743.75 as identified in Exhibit “A”; to be paid from the City of Tarrant General Fund Expenditures Account; and

**NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama** while in regular session on Monday, November 20, 2023, at 7:00 P.M as follows:

**Section 1.** That the City of Tarrant renew Finder Software Solutions for the City of Tarrant Police Department to increase the stability, and better administrative operations for overall public safety.

**Section 2.** The City of Tarrant approve and authorize the approximate payment of \$3,743.75 payable to Finder Software Solutions for the Tarrant Police Department renewal contract ending September 30, 2024.

**Section 3.** This Resolution shall become effective immediately upon its passage.

ADOPTED this the 20<sup>th</sup> day of November, 2023.



APPROVED: \_\_\_\_\_

WAYMAN NEWTON, MAYOR

ATTEST: \_\_\_\_\_

DR. LAVERNE KNIGHT, CITY CLERK

EXHIBIT A



INVOICE

TO:  
Tarrant Police Department  
2593 Commerce Circle  
Tarrant, AL 35217

INVOICE # 2202  
DATE: 6/16/2023

TERMS: Net 45 Days

Description	Amount
Annual subscription fee for participation in the FINDER data sharing system for an unlimited number of qualified, authorized users from 07/01/2023 through 9/30/2024 pursuant to the Memorandum of Understanding between Agency and FINDER Software Solutions.  (\$2,995.00/year prorated for 15 month term)	\$3,743.75
<b>TOTAL</b>	<b>\$3,743.75</b>

Please make checks payable to:  
FINDER Software Solutions, LLC  
4185 35<sup>th</sup> Street N  
St. Petersburg, FL 33714

OR EFT TO:  
Bank of Tampa  
Routing # 063108680  
Account # 100982900

If you have any questions concerning this invoice,  
please email [admin@findersoftware.com](mailto:admin@findersoftware.com)  
or call (407) 545-3730.

Thank You!!

11/6/23, 12:57 PM

Fwd: FINDER renewal - MOU attached

From: "Wendell Major" <WMajor@tarrantpd.com>  
To: "Joyalyn Cash" <jcash@cityoftarrant.com>, "Shayla Myricks" <smyricks@cityoftarrant.c  
<payables@cityoftarrant.com>, "LisaBaker" <lbaker@cityoftarrant.com>  
Subject: Fwd: FINDER renewal - MOU attached  
Date: 11/3/2023 10:28:43 AM

Has this invoice been processed for payment?

Wendell W Major  
Sent from my iPhone

Begin forwarded message:

**From:** Bonnie Hart <bhart@findersoftware.com>  
**Date:** November 3, 2023 at 10:22:13 AM CDT  
**To:** Wendell Major <wmajor@tarrantpd.com>  
**Cc:** Clare Nailor <cnailor@findersoftware.com>  
**Subject:** FW: FINDER renewal - MOU attached

@font-face { font-family: "Cambria Math"; } @font-face { font-family: Calibri; } @font  
font-family: Tahoma; } @font-face { font-family: "Trebuchet MS"; } p.MsoNormal, li.M:  
div.MsoNormal { margin: 0in 0in 0.0001pt; font-size: 11pt; font-family: Calibri, sans-seri  
span.MsoHyperlink { color: rgb(5, 99, 193); text-decoration: underline; } a:visited,  
span.MsoHyperlinkFollowed { color: rgb(149, 79, 114); text-decoration: underline; }  
p.msonormal0, li.msonormal0, div.msonormal0 { margin: 0in 0in 0.0001pt; font-size: 11p  
family: Calibri, sans-serif; } p.xmlsonormal, li.xmlsonormal, div.xmlsonormal { margin: 0i  
0.0001pt; font-size: 11pt; font-family: Calibri, sans-serif; } p.xmlsolistparagraph,  
li.xmlsolistparagraph, div.xmlsolistparagraph { margin: 0in 0in 0.0001pt 0.5in; font-size: 1  
family: Calibri, sans-serif; } p.xmlsonormal0, li.xmlsonormal0, div.xmlsonormal0 { margin  
margin-left: 0in; font-size: 11pt; font-family: Calibri, sans-serif; } p.xmlsochpdefault,  
li.xmlsochpdefault, div.xmlsochpdefault { margin-right: 0in; margin-left: 0in; font-size: 10  
family: Calibri, sans-serif; } span.xmlsohyperlink { color: rgb(5, 99, 193); text-decoration  
} span.xmlsohyperlinkfollowed { color: rgb(149, 79, 114); text-decoration: underline; }  
span.xemailstyle19 { font-family: Calibri, sans-serif; color: windowtext; font-weight: nor  
style: normal; } span.xemailstyle20 { font-family: Calibri, sans-serif; color: windowtext; :  
weight: normal; font-style: normal; } span.EmailStyle26 { font-family: Calibri, sans-serif  
windowtext; font-weight: normal; font-style: normal; } span.EmailStyle28 { font-family:  
sans-serif; color: windowtext; font-weight: normal; font-style: normal; } .MsoChpDefault  
size: 10pt; } @page WordSection1 { size: 8.5in 11in; margin: 1in; } div.WordSection1 { r

11/6/23, 12:57 PM

Fwd: FINDER renewal - MOU attached

**We appreciate your time and assistance. Have a great weekend, and stay safe!**

**Respectfully,**

**BONNIE HART**

Metadata Planner

Office 407-545-6599

Web [findersoftware.com](http://findersoftware.com)

LinkedIn [linkedin.com/findersoftware](https://www.linkedin.com/company/findersoftware)

Support [support@findersoftware.com](mailto:support@findersoftware.com)

---

**From:** Bonnie Hart  
**Sent:** Friday, June 16, 2023 4:40 PM  
**To:** Wendell Major <[WMajor@tarrantpd.com](mailto:WMajor@tarrantpd.com)>  
**Subject:** RE: FINDER renewal - MOU attached

**Thank you so much for the quick response, Chief. Your invoice is attached along with our invoice. Please let me know if you have any questions or need anything else.**

**Bonnie**

---

**From:** Wendell Major <[WMajor@tarrantpd.com](mailto:WMajor@tarrantpd.com)>  
**Sent:** Friday, June 16, 2023 3:47 PM



11/6/23, 12:57 PM

Fwd: FINDER renewal - MOU attached

**To:** Wendell Major <[WMajor@tarrantpd.com](mailto:WMajor@tarrantpd.com)>  
**Subject:** FW: FINDER renewal - MOU attached

Good afternoon, Chief! I'm just following up on your FINDER MOU since we only have a few weeks until the current agreement expires.

Thank you for your time, and have a great weekend!

Bonnie

---

**From:** Bonnie Hart  
**Sent:** Tuesday, May 23, 2023 10:31 AM  
**To:** [wmajor@tarrantpd.com](mailto:wmajor@tarrantpd.com)  
**Cc:** David Thompson <[dthompson@findersoftware.com](mailto:dthompson@findersoftware.com)>  
**Subject:** FINDER renewal - MOU attached

Good morning, Chief Major! I know you are busy, with never a dull moment, so I'll keep it brief. As you know, your two-year, no-cost Memorandum of Understanding for participating in the FINDER data sharing system under the Jefferson County grant expires on 6/30/2023. I have attached your renewal MOU for the term of 7/1/2023 – 9/30/2024. The MOU has been prepared for a 15-month term which will get you on our standard annual renewal cycle. It is my understanding from Dave Thompson that you requested to be invoiced in June for the full amount of \$3,000. Please confirm that still works for you.

We look forward to continuing to support you and your officers in your vital mission to keep our community safe. Please return the completed MOU to me via email at your convenience (no later than 7/1/23).

Thank you for being you and doing what you do!

11/6/23, 12:57 PM

Office 407-545-6599

Web [findersoftware.com](https://findersoftware.com)

Support [support@findersoftware.com](mailto:support@findersoftware.com)

Fwd: FINDER renewal - MOU attached

**CERTIFICATION OF CITY CLERK**

**STATE OF ALABAMA    )**

**JEFFERSON COUNTY    )**

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20<sup>th</sup> day of November, 2023, while in regular session on Monday, November 20<sup>th</sup>, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 20<sup>th</sup> day of November 2023.



  
\_\_\_\_\_  
Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9087

A RESOLUTION APPOINTING SAIN ASSOCIATES, INC. AS THE DULY QUALIFIED CITY ENGINEER FOR THE PROVISION OF GENERAL ENGINEERING SERVICES FOR THE CITY OF TARRANT.

WHEREAS, the City Council, at the regularly scheduled meeting of September 6, 2023, found that the upkeep, repair, and improvement of stormwater drains, ditches, roadways and other general public works projects in the City of Tarrant, Alabama (the “City”) contributes significantly to the overall quality of the City’s public safety, public health and wellbeing; and

WHEREAS, that as such the City Council found that the expertise of a duly qualified engineer was necessary to facilitate adequate repairs and improvements for many of the City’s infrastructure projects; and

WHEREAS, SAIN and Associates, a duly qualified full service engineering licensed firm, licensed in the State of Alabama, provided the sole response to the City of Tarrant’s Request for Qualifications for an on-call City Engineer.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, November 20, 2023, at 7:00 p.m. as follows:

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

**Section 2.** Is hereby approved to provide on-call engineering services for the City of Tarrant for a term of three (3) years in a form approved by the City Attorney.

**Section 3.** This Resolution shall become effective immediately upon its passage.

ADOPTED this the 20th day of November, 2023.



The City of Tarrant, Alabama

APPROVED: \_\_\_\_\_

WAYMAN NEWTON, MAYOR

ATTEST: \_\_\_\_\_

Dr. Laverne Knight, City Clerk

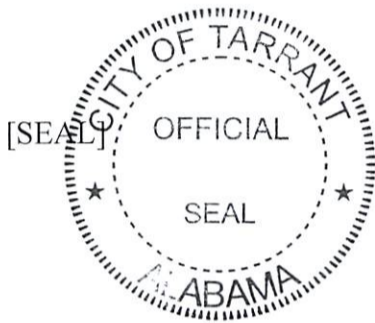
**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA    )

JEFFERSON COUNTY    )

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20<sup>th</sup> day of November, 2023, while in regular session on Monday, November 20<sup>th</sup>, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 20<sup>th</sup> day of November, 2023.



  
\_\_\_\_\_  
Dr. Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9088

A RESOLUTION AUTHORIZING THE MAYOR TO EXPEND FUNDS  
ASSOCIATED WITH THE CITY OF TARRANT RESIDENTIAL  
DEMOLITION PROJECT

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

WHEREAS, to facilitate the removal of blight, The City of Tarrant has been awarded funds from the Jefferson County Commission to undertake the demolition of residential structures which have been deemed a public nuisance by the appropriate Building Official.

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, November 20, 2023 at 7:00 pm as follows:

**Section 1.** That the Mayor is hereby authorized to make any and all expenditures associated with the demolition and removal of approved blighted residential structures, up to and not to exceed amounts reimbursable by the Jefferson County Commission.

**Section 2.** Such expenditures shall be made from the City of Tarrant General Fund and all reimbursed amounts received from the Jefferson County Commission as part of this project shall be returned to the City of Tarrant General Fund.

APPROVED AND ADOPTED THIS THE 20<sup>th</sup> DAY OF NOVEMBER, 2023.



APPROVED: \_\_\_\_\_

Wayman A. Newton, Mayor

ATTEST: \_\_\_\_\_

Dr. Laverne Knight, City Clerk



**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA     )

JEFFERSON COUNTY    )

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 20<sup>th</sup> day of November, 2023, while in regular session on Monday, November 20<sup>th</sup>, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 20<sup>th</sup> day of November, 2023.

[SEAL]



  
\_\_\_\_\_  
Dr. Laverne Knight, City Clerk

**RESOLUTION NO. 9089**

**A RESOLUTION OVERTURNING AND REPEALING THE SUSPENSION AND PLACEMENT OF THE CHIEF OF POLICE ON ADMINISTRATIVE LEAVE.**

**WHEREAS**, the City Council of the City of Tarrant ("City Council") has heretofore appointed Wendell Major as Chief of the Police Department for the City of Tarrant; and

**WHEREAS**, on the 11th day of November 2023, Mayor Wayman Newton suspended or placed on administrative leave Chief Wendell Major from his duties as Chief of the Tarrant Police Department; and

**WHEREAS**, the suspension or placement of Chief Major on administrative leave effectively ended or terminated his service as Chief of Police for the City of Tarrant; and

**WHEREAS**, the City Council, as appointing authority for the position of the Chief of Police of the City of Tarrant Police Department, desires to restore Wendell Major to full employment and remove him from being placed on administrative leave or suspended.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, November 20, 2023, at 7:00PM the following:

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

Section 2. The City Council hereby overturns, repeals, and holds no force and effect the decision and action of Mayor Wayman Newton to suspend or place upon administrative leave Chief Wendell Major.

Section 3. This Resolution restoring Wendell Major to the position of Chief of the City of Tarrant Police Department comes at the first meeting of the City Council and within less than ten (10) days of the Mayor's action effectively terminating or ending his service as Chief of Police.

Section 4. That the Police of Chief will be paid his automobile allowance for the time he was on administrative leave.

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

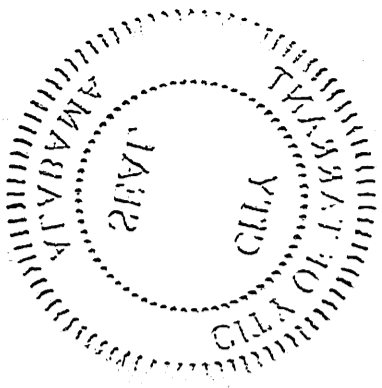
APPROVED and ADOPTED this the 20th day of November, 2023.

APPROVED: \_\_\_\_\_  
WAYMAN NEWTON, MAYOR

ATTEST:  \_\_\_\_\_  
Dr. Laverne Knight, City Clerk







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CERTIFICATION OF CITY CLERK

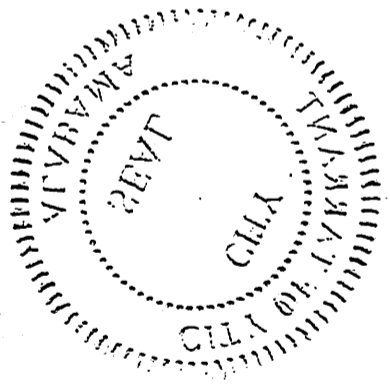
STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Dr. Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama on the 20th day of November, 2023, while in regular session on Monday, November 20, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 25<sup>th</sup> day of November, 2023.

  
\_\_\_\_\_  
Laverne Knight, City Clerk





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