

**TARRANT CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS
REGULAR MEETING
DECEMBER 18, 2023**

AGENDA

I. CALL TO ORDER

II. PRAYER

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. APPROVAL OF MINUTES

December 4, 2023- Regular Meeting

VI. COMMUNICATIONS FROM THE MAYOR

VII. COMMITTEE REPORTS

VIII. OLD BUSINESS

IX. NEW BUSINESS

- A. Resolution No. 9098** – A Resolution Authorizing the City of Tarrant to Renew Its Membership in The National League of Cities.
- B. Resolution No. 9099** – A Resolution Preapproving of and Authorizing Travel for Council Woman Veronica Freeman to Attend the National League of Cities Congressional City Conference.
- C. Resolution No. 9100** – A Resolution Authorizing the Purchase of Neighborhood Watch Signs for Neighborhood Watch Groups Established Within Tarrant.
- D. Resolution No. 9101** – A Resolution Approving the Terms of the Purchase and Sale Agreement Between the City of Tarrant, Alabama, and Elgin Studios, for the Purchase and Sale of Certain Real Property Located at 1120 and 1124 Ford Avenue.
- E. Resolution No. 9102** – A Resolution Authorizing the Purchase and Replacement of the HVAC System for the City of Tarrant Electric Department Building.
- F. Resolution No. 9103** – A Resolution Approving the use of the Remainder of Funds Donated for the Christmas Extravaganza.
- G. Resolution No 9104** – A Resolution Authorizing and Approving the Purchase of a Walk-Through Metal Detector for the City of Tarrant Municipal Court Room Entrance.
- H. Ordinance No. 1157** – An Ordinance to Alter, Rearrange, and Extend the Corporate Limits of the City of Tarrant, Alabama, So As to Embrace and Include Within Such Corporate Limits and Also Certain Other Territory Contiguous to the City.

X. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS

XI. VOUCHERS AND EXPENSES

Vouchers for December 15, 2023

XII. PUBLIC COMMENTS

XIII. ADJOURN

CITY OF TARRANT
COUNCIL MEETING MINUTES
DECEMBER 4, 2023
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday December 4, 2023, at 7:00 PM at City Hall.

Prior to convening the regular meeting, an executive session was held for the purposes of discussing the good name and character of an individual and employee(s), who is / are not required to file a statement of economic interest, performance relating to Resolution 9061 was convened. Following discussion with Chief Major regarding the stated reason for the executive session, the City Attorney, Michael Brymer, offered an opinion that grounds existed as stated for an executive session to occur. A motion to enter into the executive session was made by Counselor Bryant. 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 six (6) and the nays being zero (0) with zero (0) with one (1) member not voting, the motion to adopt enter into executive session at the end of the council work session before the was agreed to and the motion approved. The work session was adjourned at the conclusion of the executive session. Mayor and Council completed Executive Session at 7:05 PM.

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

Tarrant City Fire Chief Patrick Bennett lead those in attendance in the invocation. Recreation Director Scott Evans 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 Catherine "Cathy" Anderson
Mayor Wayman A. Newton
Councilor Veronica Bandy Freeman
Councilor Deborah "Debbie" Matthews

The following officials were absent:

Councilor Tracie B. Threadford was absent due to an unforeseen circumstance.

A quorum was determined to be present at the meeting.

The minutes from the November 20, 2023 regularly scheduled council meeting were presented for review and approval. After review, Councilor Anderson moved to approve the minutes from November 20, 2023 meeting. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. “Tommy” Bryant
Councilor Catherine “Cathy” Anderson
Councilor Veronica Bandy Freeman
Councilor Deborah “Debbie” Matthews

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0), with one (1) member not voting, the motion to approve the minutes was adopted, and the minutes for November 20, 2023, council meeting were approved.

Next, the Mayor updated all who were in attendance on the official City of Tarrant Christmas lighting to be on Friday December 8, 2023 at 6:00 PM.

This ended communications from the Mayors Office.

The Mayor then called for Committee Reports.

Councilor Anderson reminded everyone that the City of Tarrant Christmas Extravaganza could be moved a few hours earlier from 12:00 PM to 3:00 PM due to the possible storms, rather than 5:00 PM to 9:00 PM on Saturday December 9, 2023.

Councilor Freeman expressed her gratitude of learning and being a participant of the National League of Cities (NLC). Being a part of the NLC enables leaders to be more connected to their communities.

Councilor Freeman also informed all who were present that Birmingham Director of Transportation James Fowler informed her that the traffic light in the intersection of Tarrant Huffman Road and Treadwell Road will be fixed in less than six months for the safety concerns. Councilor Freeman thanked all who made the traffic light intersection initiative a success in its fixation, including Mayor Woodfin of the City of Birmingham.

Councilor Freeman informed all who were present that a ‘Neighborhood Watch’ for District 1 is currently being coordinated. The Councilor thanked the City of Tarrant Crime Commission for its efforts in aiding this safety endeavor. Cameras will be installed with objectives of the current initiative to extend to all areas within the City of Tarrant.

Councilor Freeman also introduced former Ms. Senior Alabama Dana Self who will be the Grand Marshal for the upcoming City of Tarrant parade. Ms. Dana Self introduced herself and extended her thanks to the Mayor and Council for the honored opportunity, and that current Ms Senior Alabama and Ms. Super Senior Alabama will be a part of the upcoming Christmas Extravaganza.

The Council next considered old business.

In considering items under old business, 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 was not introduced. No motion was made adopting Resolution No. 9060. The Mayor moved on to the next agenda item.

Councilor Bryant introduced and read Resolution No. 9061, A Resolution Approving and Authorizing the City of Tarrant Police Department to Enter into Agreement with Lexipol, LLP., A Service Contractor in Reviewing the City of Tarrant Police Department Annual Law Enforcement Policy Manual, Daily Training Bulletins and Law Enforcement Tier III Implementation. There was discussion on the details of the Agreement with Lexipol, LLP.

Councilor Bryant moved to approve Resolution 9061. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to adopt Resolution 9061 was agreed to, and the Resolution was adopted.

Next, the City Council reviewed the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for November 6, 2023. Councilor Anderson moved to approve the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for November 6, 2023. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to adopt the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for November 6, 2023 was agreed to, and the vouchers and expenses were adopted.

The Council next considered items for new business.

Mayor Newton stated that the next item on the agenda would be a public hearing, for consideration of declaring certain properties a public nuisance pursuant to Ordinance No. 1001 of the City of Tarrant. Mayor Newton therefore individually opened a public hearing for the following properties:

Resolution No. 9090 – A Resolution of the City of Tarrant Pursuant to Ordinance No. 1001 of the City of Tarrant Declaring Certain Properties a Public Nuisance at 1224 Waverly Street, Birmingham, AL 35217.

Resolution No. 9091 – A Resolution of the City of Tarrant Pursuant to Ordinance No. 1001 of the City of Tarrant Declaring Certain Properties a Public Nuisance at 1025 Overton Avenue, Birmingham, AL 35217.

Resolution No. 9092 – A Resolution of the City of Tarrant Pursuant to Ordinance No. 1001 of the City of Tarrant Declaring Certain Properties a Public Nuisance at 2139 Weatherly Avenue, Tarrant, AL 35217.

Resolution No. 9093 – A Resolution of the City of Tarrant Pursuant to Ordinance No. 1001 of the City of Tarrant Declaring Certain Properties a Public Nuisance at 1804 Springfield Street, Birmingham, AL 35217.

Resolution No. 9094 – A Resolution of the City of Tarrant Pursuant to Ordinance No. 1001 of the City of Tarrant Declaring Certain Properties a Public Nuisance at 1216 Waverly Street, Birmingham, AL 35217.

After reading each property address, Mayor Newton repeatedly asked if there was anyone present to speak on behalf of each property. No one present spoke on each of the said properties. Upon closing of the public hearing for each property, Councilor Bryant moved to approve Resolution 9090, Resolution 9091, Resolution 9092, Resolution 9093 and Resolution 9094. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to adopt Resolution 9090, Resolution 9091, Resolution 9092, Resolution 9093 and Resolution 9094 was agreed to, and each of the Resolutions were adopted.

Mayor Newton introduced Resolution No. 9095, A Resolution Setting Forth the Official Holidays for Employees of the City of Tarrant for the Year 2024. After introducing the Resolution, the Mayor explained that the Official Holidays for the proposed Calander year of 2024 was the same as year 2023. Councilor Anderson moved to approve Resolution 9094. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to adopt Resolution 9095 was agreed to, and the Resolution was adopted.

Councilor Anderson introduced and read Resolution No. 9096, A Resolution Authorizing the Purchase and Replacement of a Heater Unit for the City of Tarrant Recreation Center. Councilor Anderson moved to approve Resolution 9096. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to adopt Resolution 9096 was agreed to, and the Resolution was adopted.

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

First, Councilor Bryant asked for Mr. Beck to step to the podium. Mr. Beck, Board Member for Parks and Recreation requested basketballs be financially allocated in the near future.

Councilor Bryant asked for how much was recently received from Congress for the recovery plan. Deputy Mayor Lisa Baker confirmed the purchase of the City of Tarrant Fire Truck, and additional money for the rescue vehicle that recently was recently claimed for insurance. Deputy Lisa Baker will provide the exact total to Councilor Bryant in near future.

Next, the City Council reviewed the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for December 4, 2023. Councilor Anderson moved to approve the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for December 4, 2023. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being zero (0) with one (1) member not voting, the motion to adopt the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for December 4, 2023 was agreed to, and the vouchers and expenses were adopted.

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

Mayor Newton left the meeting due to an unforeseen circumstance.

First, Charles Johnson. Charles Johnson informed the Mayor and Council of the paved problems on Toles Street at Brummitt Heights. He requested the Mayor and Council take a drive on the street to understand and identify the road problems at Toles Street.

Second, Chuck Winborn. Chuck Winborn expressed concerns regarding Public Works in the City of Tarrant.

Third, Council Attorney Charlie D. Waldrep provided recommendation on the litigation between Mayor Newton and Police Chief Major.

Councilor Bryant motioned to suspend the rules for this meeting to add City Council Attorney Charlie D. Waldrep recommendations to the agenda. Councilor Freeman seconded the motion. Councilor Bryant called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant
Councilor Cathy Anderson
Councilor Bandy Freeman
Councilor Deborah "Debbie" Mathews

Nays:

None

Not voting:

None

The yeas being four (4) and the nays being zero (0) with zero (0) member not voting, the motion authorizing the suspension of the rules to add Council Attorney recommendation for this meeting was agreed to, and the motion was adopted.

Councilor Bryant introduced and read Resolution No. 9097, A Resolution Authorizing the Mayor Pro Tem Councilor Tracie Threadford to Authorize Expenditures for Chief Major's Legal Counsel Subject to Certain Condition. Councilor Bryant moved to approve Resolution 9097. Councilor Freeman seconded the motion. Councilor Bryant called for a vote.

Yeas:

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

Nays:

None

Not voting:

None

The yeas being four (4) and the nays being zero (0) with zero (0) member not voting, the motion to adopt Resolution 9097 was agreed to, and the Resolution was adopted.

This concluded public comments.

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

The meeting was adjourned at 8:08 PM

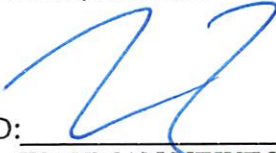
Respectfully submitted,

Dr. Laverne Knight
City Clerk September December 18, 2023
City of Tarrant Council Meeting, Alabama

READ AND APPROVED this the 18thth day of December, 2023.



The City of Tarrant, Alabama

APPROVED: 
WAYMAN NEWTON, MAYOR

ATTEST:


Dr. Laverne Knight

RESOLUTION NO. 9098

A RESOLUTION AUTHORIZING THE CITY OF TARRANT TO RENEW ITS MEMBERSHIP IN THE NATIONAL LEAGUE OF CITIES

WHEREAS, the National League of Cities ("NLC") is an organization comprised of city, town, and village leaders that are focused on improving the quality of life for their current and future constituents for the past ninety (90) years with a mission of strengthening local leadership and driving innovative solutions; and

WHEREAS, the City of Tarrant, Alabama, ("City") joined the NLC during the NLC's 2022-2023 fiscal year (beginning Oct. 1, 2022, and ending Sept. 30, 2023); and

WHEREAS, the City Council deems it in the best interest of the City to renew its membership in the NLC and authorized the expenditure of annual dues for that purpose in the amount of \$1,276.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on December 18, 2023, at 7:00PM, a quorum being present as follows:

Section 1. That the City Council authorizes the payment of \$1,276.00 to the NLC representing the annual dues for the City to renew its membership in the NLC.

Section 2. That this Resolution shall become effective immediately upon its adoption by the City Council or as otherwise becoming law.

ADOPTED this the 18th day of December, 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 18th day of December, 2023, while in regular session on Monday, December 18th, 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 18th day of December, 2023.

[SEAL]



Dr. Laverne Knight, City Clerk

RESOLUTION NO 9099.

A RESOLUTION PREAPPROVING OF AND AUTHORIZING TRAVEL FOR COUNCILWOMAN VERONICA FREEMAN TO ATTEND THE NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY CONFERENCE.

WHEREAS, the National League of Cities ("NLC") is an organization comprised of city, town, and village leaders that are focused on improving the quality of life for their current and future constituents formed over ninety (90) years ago with more than 2,000 cities across the nation as members; and

WHEREAS, the NLC is hosting the Congressional City Conference (the "Conference") March 8 through March 14, 2024, in Washington, D.C.; and

WHEREAS, the City Council deems it in the best interests of the City that Councilwoman Veronica Freeman attend the Conference and pay the discounted conference attendance rate of \$570.00;and

WHEREAS, in addition to the conference registration fee, the City authorizes the payment to Councilwoman Freeman in advance of the Conference for airfare in the amount not to exceed \$900.00; the costs for one single occupancy room March 8 - March 14 in the amount of \$342.00 per night over six (6) nights (plus tax) for a total of \$2,379.29; a per diem of \$50.00 per day while at the conference; and reimbursement for costs of transportation from the airport to the hotel in an amount not to exceed \$100.00 for a total reimbursement of \$3,679.29.00 (all other remaining costs to be paid by Councilwoman Veronica Freeman); and

WHEREAS, all receipts for items paid for above shall submitted upon return from the conference in accordance with § 2-221 of the Code of Ordinances of the City of Tarrant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, at its regular meeting on Monday, December 18, 2023, at 7:00PM, duly assembled, a quorum being present as follows:

Section 1. The City Council deems it in the best interests of the City that Councilwoman Veronica Freeman attend the Conference, and that the City authorizes the registration fee in the amount of \$570.00 to attend the conference be prepaid.

Section 2. The City Council further authorized payment to Councilwoman Freeman in advance of the Conference for airfare in the amount not to exceed \$900.00; the costs for one single occupancy room March 8 - March 14 in the amount of \$342.00 per night over six (6) nights (plus tax) for a total of \$2,379.29; a rate of per diem of \$100.00 per day; and reimbursement for costs of transportation from the airport to the hotel in an amount not to exceed \$100.00 for a total reimbursement of \$3,679.29. All other remaining costs are to be paid by Councilwoman Veronica Freeman.

Section 3. Upon return from the Conference, Councilor Freeman shall submit all receipts from the above-listed items to the City as required by § 2-221 of the Code of Ordinances of the City of Tarrant.

Section 4. This Resolution shall become effective immediately upon its adoption.

ADOPTED this the 18th day of December, 2023

The City of Tarrant, Alabama



ATTEST: [Signature]
Dr. Laverne Knight, City Clerk

APPROVED: [Signature]
WAYMAN NEWTON, MAYOR

* This was capped @ \$2,500.00 @

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 18th day of December, 2023, while in regular session on Monday, December 18, 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 18th day of December, 2023.

L. Knight
Laverne Knight, City Clerk



EXHIBIT A

Supporting Documentation for NLC Conference

RESOLUTION NO. 9100

A RESOLUTION AUTHORIZING THE PURCHASE OF NEIGHBORHOOD WATCH SIGNS FOR NEIGHBORHOOD WATCH GROUPS ESTABLISHED WITHIN TARRANT.

WHEREAS, since 1972 the National Neighborhood Watch Program, housed within the National Sheriffs' Association, has worked to unite law enforcement agencies, private organizations, and individual citizens in a nation-wide effort to reduce crime and improve local communities; and

WHEREAS, certain neighborhoods within the City of Tarrant, Alabama, ("City") have formed or are in the process of forming Neighborhood Watch programs; and

WHEREAS, in order to assist and encourage these neighborhoods within the City to establish the program and to provide the necessary signage for same with an eye to reduce or fight crime within these neighborhoods, the City Council of the City of Tarrant, Alabama ("City") find it in the best interest of the City and its citizens to purchase Neighborhood Watch signs in an amount not to exceed \$500.00.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, December 18, 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 of the City of Tarrant, Alabama ("City Council") hereby authorizes the expenditure of \$500.00 to go toward the purchase of neighborhood watch signs to be used within the neighborhoods around the City who have established and continually operate a neighborhood watch program.

Section 3. This Resolution shall become effective immediately upon its adoption.

APPROVED and ADOPTED this the 18th day of December, 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, 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 18th day of December, 2023, while in regular session on Monday, December 18, 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 _____ day of _____, 2023.

Laverne Knight, City Clerk

Tabled 12.18.23

RESOLUTION NO. 9101

A RESOLUTION APPROVING THE TERMS OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF TARRANT, ALABAMA, AND ELGIN STUDIOS, FOR THE PURCHASE AND SALE OF CERTAIN REAL PROPERTY LOCATED AT 1120 AND 1124 FORD AVENUE.

WHEREAS, Elgin Studios (“E.S.”) is an existing business within the corporate limits of the City of Tarrant, Alabama (“City”) located on Ford Avenue; and

WHEREAS, E.S. has grown and is in need of expanding its existing operation; and

WHEREAS, presently being located on Ford Avenue, E.S. desires to continue its operations within the downtown area of Tarrant; and

WHEREAS, 1120 and 1124 Ford Avenue are parcels of adjacent to E.S. owned by the City that are not being used by the City and have not been used by the City and are in need of repair and rehabilitation; and

WHEREAS, E.S. desires to purchase 1120 and 1124 Ford Avenue pursuant to the Purchase and Sale Agreement (attached as Exhibit “A” to this Resolution); and

WHEREAS, the attached Purchase and Sale Agreement and the Development Agreement (attached as Exhibit “B”) were drafted and subsequently circulated to the parties for each party’s respective review with the terms of both having been agreed to by Elgin Studios and its representatives; and

WHEREAS, the City Council of the City of Tarrant, Alabama, hereby finds it in the best interest of the citizens of the City, that the attached Purchase and Sale Agreement and Development Agreement be agreed.

NOW THEREFORE, BE IT RESOLVED by City Council of the City of Tarrant, Alabama, while in regular session, a quorum being duly assembled, on the 18th day of December, 2023, the following:

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

Section 2. The Purchase and Sale Agreement (Exhibit “A”) and the Development Agreement (Exhibit “B”) is hereby approved and ratified with the Mayor being authorized to execute the Development Agreement on behalf of the City along with any other documents necessary to effectuate the intent of the Agreement.

Section 3. The City Council finds the property located a 1120 and 1124 Ford Avenue being no longer needed or necessary property of the City and is hereby declared surplus of the City and authorizing disposal of the property in accordance with the terms of the Purchase and Sale Agreement and the Development Agreement.

Section 4. The terms of the Purchase and Sale Agreement and Development Agreement with Elgin Studios will allow an existing business within the City to expand its operation and

continue its growth providing certain economic benefits to the City and its citizens, specifically increased sales tax revenue and additional employment opportunities.

Section 5. The City Council finds that the purchase price and terms of the Purchase and Sale Agreement are fair and reasonable when considering the current condition of the property, the need for extensive repairs of the property, the location of the property being in the central area of downtown and needing to provide the presence and continued growth in a vital part of downtown Tarrant, and for other reasons not expressly stated. The terms of the Development Agreement are fair and reasonable under the circumstances as well.

Section 6. This Resolution shall become effectively immediate upon its adoption, passage, and publication as required by law.

DONE this the 18th day of December, 2023.

WAYMAN NEWTON
MAYOR

Attest: _____
LAVERNE KNIGHT
CITY CLERK

Tabled 12.18.23

Exhibit A

Purchase and Sale Agreement for 1120 and 1124 Ford Avenue.

**AGREEMENT OF PURCHASE AND SALE
(Commercial Property)**

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into as of the Effective Date (as hereinafter defined) by and between The City of Tarrant, Alabama, an Alabama municipal corporation formed under the laws of the State of Alabama ("Seller"), and Elgin Studios, LLC, an Alabama limited liability company, or its assigns ("Purchaser").

For in consideration of the purchase price, the mutual covenants and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

Section 1. Agreement to Sell. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, for the Purchase Price (as hereinafter defined) on and subject to the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to that certain real property located in Tarrant, Alabama with the address of 1120 and 1124 Ford Avenue, Tarrant, AL 35217, as more particularly described on Exhibit A, and all structures, improvements, buildings, leasehold improvements, parking areas and fixtures associated therewith, together with all rights, ways and easements appurtenant thereto (the "Property").

Seller's obligations under this Agreement shall be contingent upon (i) Purchaser at Closing entering into the Development Agreement attached hereto as Exhibit B, which shall be executed by the parties at the Closing, and (ii) Seller retaining a right of reentry ("ROR") as provided in the Statutory Warranty Deed ("Deed") attached hereto as Exhibit C, which shall be executed by the parties and recorded at the Closing. The ROR shall be deemed to be a Permitted Exception by the Purchaser.

Section 2. Purchase Price and Earnest Money.

A. The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property is Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) which shall consist of (i) Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) for 1120 Ford Avenue and (ii) Fifteen Thousand and 00/100 Dollars (\$15,000.00) for 1124 Ford Avenue.

B. The Purchase Price shall be payable in cash or cash equivalent at the Closing (as hereinafter defined).

C. Within three (3) business days after the Effective Date (as defined in Section 17), Purchaser shall deliver to Massey, Stotser, & Nichols, P.C. (the "Escrow Agent") a copy of this Agreement and a check or wire transfer payable to the order of Escrow Agent in the amount of Five Hundred and 00/100 Dollars (\$500.00) ("Earnest Money"). If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the Earnest Money

shall be applied to the Purchase Price at the Closing. If the transaction is not so consummated, the Earnest Money shall be held and delivered by the Escrow Agent as herein provided.

D. The Escrow Agent shall hold the Earnest Money with the understanding that: (i) the Escrow Agent is not a party to this Agreement and does not assume any liability for performance or non-performance of the parties; (ii) the monies will be held in a non-interest bearing account, (iii) in the event there is any dispute or question between the parties as to the entitlement or disbursement of the Earnest Money, the Escrow Agent is authorized to interplead the Earnest Money into a court of competent jurisdiction and to recover from said fund its costs (including reasonable attorney's fees for the filing of the action) in such proceeding; and, (iv) the Escrow Agent will not make any disbursement of the Earnest Money except as provided herein at Closing upon due execution and delivery of all documents and instruments required hereunder and written authorization of the parties.

Section 3. INTENTIONALLY OMITTED

Section 4. Review Period

A. Purchaser or Purchaser's agents may inspect and evaluate the Property, including, without limitation, the physical condition of the Property and all other aspects relating or pertaining to the Property, or the use and operation thereof, including the environmental status of the Property, for a period of thirty (30) calendar days from the later of the Effective Date (hereinafter defined) or the delivery of the Title Commitment (hereinafter defined) (the "Review Period") as needed to inspect, examine, survey, perform studies or assessments, or otherwise do whatever Purchaser reasonably deems necessary to determine the condition of the Property and any other aspects relating or pertaining to the Property or the use, suitability or operation thereof, in Purchaser's sole and absolute discretion. In the event any activity will materially affect any party in possession, Purchaser shall notify Seller and Seller will coordinate and schedule a mutually convenient time for such activity.

B. If Purchaser is not satisfied, in Purchaser's sole and absolute discretion, with such inspection or evaluation of the Property, for any other reason, or no reason at all, Purchaser may cancel this Agreement by giving written notification of such cancellation to Seller prior to expiration of the Review Period in which event the Earnest Money shall be immediately refunded to Purchaser, and no party hereto shall have any further obligations under this Agreement except as expressly provided herein. Notwithstanding anything contained in this Agreement to the contrary, under no circumstances shall Seller have any right of consent or objection to the disbursement of the Earnest Money to Purchaser upon any termination of this Agreement by Purchaser prior to expiration of the Review Period. In the event Purchaser does not give such notification to Seller, the said inspection or evaluation of the Property shall be deemed satisfactory to Purchaser and the Earnest Money shall become non-refundable except as otherwise provided herein.

Section 5. Title Review. Within ten (10) days following the Purchaser's execution of the Agreement, Purchaser shall obtain an ALTA title insurance commitment from a title company licensed in the State of Alabama ("Title Company") in the amount of the Purchase Price (the

"Title Commitment"), together with legible complete copies of all exception documents and instruments referred to therein ("Title Documents"), committing to insure Purchaser's marketable fee simple title to the Property. Purchaser shall give Seller written notice prior to expiration of the Review Period of any condition of title as set forth in the Title Commitment, any previous surveys (if included in the Review Items) or any new survey obtained by Purchaser which is not satisfactory to Purchaser in Purchaser's sole and absolute discretion. Any title exceptions which are set forth in the Title Commitment, the Title Documents, previous survey, or any new survey to which the Purchaser does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Purchaser does object within the Review Period, then within five (5) business days after Seller's receipt of Purchaser's notice, Seller shall notify Purchaser in writing ("Seller's Title Response Notice") of the objections which Seller agrees to satisfy at or prior to the Closing, at Seller's sole cost and expense, and of the objections that Seller cannot or will not satisfy. Failure by Seller to respond to Purchaser by the expiration of said five (5) business day response period shall be deemed as Seller's election not to cure the objections raised by Purchaser. If Seller chooses not to satisfy all or any of the objections, then Purchaser shall have the option at any time thereafter of either (i) terminating this Agreement by giving written notice of termination to Seller, in which event the Earnest Money shall forthwith be returned to Purchaser, or (ii) electing to consummate the purchase of the Property, in which case Purchaser shall be deemed to have waived such objections and such objections shall become Permitted Exceptions for all purposes hereunder.

Section 6. Closing.

A. The Closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur in the office of the Escrow Agent or at such other location as may be agreed to by Purchaser and Seller, within forty-five (45) days of the Effective Date unless such date is changed in writing by mutual agreement by Seller and Purchaser (such date, as the same may be so changed being referred to herein as the "Closing Date").

B. At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:

- 1. Seller shall deliver or cause to be delivered to Purchaser the following:**
 - a. The Deed, duly executed and acknowledged by Seller, conveying to Purchaser title to the Property, subject only to the Permitted Exceptions;**
 - b. A proper affidavit by Seller, providing Seller's U.S. taxpayer identification number and stating that Seller is not a "foreign person" as defined in 26 U.S.C. Section 1445;**
 - c. Affidavit of Title in a form reasonably acceptable to the Title Company;**
 - d. Affidavit regarding broker's liens as may be required by the Title Company in form acceptable to Seller, Purchaser, and the Title Company ("Broker Affidavit");**
 - e. Closing statement in a form acceptable to Seller and Purchaser ("Closing Statement");**

- f. Duly executed release or termination, in form acceptable to the Title Company, of any mortgages, financing statements or other monetary encumbrances held by any lender or other parties against the Property (other than the lien for current ad valorem taxes); and
- g. Such other affidavits, organizational documents, proof of existence and authorizations as the Title Company shall require, including, without limitation, customary affidavits required by the Title Company to delete the standard exceptions (other than survey) to the Title Commitment concerning such matters as mechanic's liens, parties in possession and the gap, and to obtain endorsements reasonably requested by Purchaser, and such other and additional documents or instruments as may be required of Seller, under the terms of this Agreement, to complete the sale and purchase of the Property.
- h. The Development Agreement, duly executed and acknowledged by the Seller.

2. Purchaser, at Purchaser's sole cost and expense, shall deliver or cause to be delivered to Seller the following:

- a. A wire transfer, payable to the order of Escrow Agent in an amount of money equal to the Purchase Price less the Earnest Money, subject to adjustments as provided in this Section 6;
- b. Evidence reasonably satisfactory to Seller and the Title Company that the person executing the closing documents on behalf of Purchaser has full right, power, and authority to do so;
- c. Broker Affidavit;
- d. Closing Statement; and
- e. Such other affidavits and authorizations as the Title Company may require, and such other and additional documents or instruments as may be required of Purchaser, under the terms of this Agreement, to complete the sale and purchase of the Property.
- f. The Development Agreement, duly executed and acknowledged by the Purchaser.

3. The Purchaser shall be responsible for all costs associated with Closing and any attorney's fees incurred by Purchaser.

C. This Section shall survive Closing.

Section 7. Operations Pending Closing; Seller's Covenants. Seller covenants and agrees with Purchaser that between the date hereof and the date of Closing:

A. Seller will notify Purchaser immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property, or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof.

B. Seller will not enter into any written or oral agreement affecting the Property which will not be fully performed by the Closing or which cannot be terminated by Purchaser without liability on or after the Closing Date, without the prior written consent of Purchaser.

C. Seller will promptly notify Purchaser of any material change in respect of the Property and its condition or any information furnished to Purchaser in respect of the Property, including without limitation any change that would affect any representation, warranty or covenant of this Agreement.

D. Seller will promptly notify Purchaser in the event Seller becomes aware of any litigation, arbitration, environmental, or administrative hearing before any governmental agency concerning or affecting the Property or its use which is instituted or threatened after the Effective Date.

Section 8. Representations. Seller makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be repeated by Seller, as of the Closing Date and shall survive the Closing:

A. Seller has the legal power, right and authority to enter into this Agreement, without joinder of any other person or entity, and to execute and deliver this Agreement and all documents required hereunder to be executed by Seller in order to consummate the transaction contemplated hereby and to perform all duties and obligations imposed on Seller under this Agreement, including, without limitation, the consent of all lien or mortgage holders against the Property to terminate and release all such liens or mortgages at Closing of the transaction set forth herein.

B. There are no rights of first refusal, options to purchase or other similar agreements with respect to the Property which give anyone the right to purchase the Property or any part thereof.

C. Seller has not received any notice (written or oral) from any governmental authorities indicating that the existing use or condition of the Property, or any part thereof, violates any statute, ordinance, rule or regulation of any governmental authorities.

D. There are no judgments or pending legal or equitable actions or suits or administrative proceedings pending or, to the best of Seller's knowledge, threatened against or affecting the Property (including, but not limited to, any pending or threatened condemnation or similar proceeding), or against Seller with respect to the Property.

E. There are no leases, contracts or agreements, oral or written, which affect or cover the Property other than between the Seller and the Purchaser.

F. Except for any Permitted Encumbrances, the Seller has good and marketable fee simple title to the Property.

By executing and delivering the documents listed in Section 6, Seller shall be deemed to have made all of the foregoing representations and warranties as of the date hereof and as of the date of Closing.

Section 9. AS-IS Sale. Except as expressly set forth in this Agreement, the Property is being sold in an **"AS IS, WHERE IS"** condition and **"WITH ALL FAULTS"** as of the Effective Date and as of Closing. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by any Seller or by any partner, officer, person, firm, agent, attorney or representative acting or purporting to act on behalf of such Seller as to (i) the condition or state of repair of its Property; (ii) the compliance or non-compliance of such Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of such Property; (iv) any other fact or condition which has or might affect such Property or the condition, state of repair, compliance, value, expense of operation or income potential of such Property or any portion thereof; or (v) whether such Property contains asbestos or harmful or toxic substances or pertaining to the extent, location or nature of same. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits hereto annexed, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement or the Exhibits annexed hereto.

Except with respect to matters relating to breaches of Seller's representations and warranties contained in Section 8, Purchaser waives its right to recover from, and forever releases and discharges the indemnified parties of Seller from any and all demands, claims (including, without limitation, causes of action in tort), legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, "Claims"), that may arise on account of or in any way be connected with the Property, the physical condition thereof, or any law or regulation applicable thereto (including, without limitation, claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 6901, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (49 U.S.C. Section 1801, et seq.), the Hazardous Transportation Act (42 U.S.C. Section 6901, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.). Without limiting the foregoing, Purchaser, upon Closing, shall be deemed to have waived, relinquished and released Seller and all other indemnified parties of Seller from any and all Claims, matters arising out of latent or patent defects or physical conditions, violations of applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters affecting the Property. As part of the provisions of this Section 9, but not as a limitation thereon, Purchaser hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed, and Purchaser hereby waives any and all rights and benefits which it now has, or in the future may have conferred upon it, by virtue of the provisions of federal, state or local law, rules and regulations. Purchaser agrees that should any cleanup, remediation or removal of

hazardous substances or other environmental conditions on or about the Property be required after the date of Closing, such clean-up, removal or remediation shall not be the responsibility of Seller.

Section 10. Conditions to Obligation to Close. The obligation of Purchaser to consummate the transaction contemplated by this Agreement is subject to the satisfaction on the Closing Date of the following conditions precedent:

A. **Representations and Warranties True at Closing.** The representations and warranties of Seller contained in this Agreement shall be true and correct on the Closing Date in all material respects.

B. **Compliance with this Agreement.** Seller shall have performed and complied with all material terms, provisions, covenants, obligations, conditions, and agreements required by this Agreement.

C. **Closing Documents.** Seller shall have delivered to Purchaser the items set forth in Section 6 of this Agreement as applicable to Seller.

If any of Purchaser's conditions have not been satisfied in full at the Closing, or have not been waived in writing by it, Purchaser may elect to cancel and terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser, or Purchaser may delay the Closing for a reasonable period of time until such conditions are satisfied.

The obligation of Seller to consummate the transaction contemplated by this Agreement is subject to the satisfaction on the Closing Date of the following conditions precedent:

A. **Compliance with this Agreement.** Purchaser shall have performed and complied with all material terms, provisions, covenants, obligations, conditions, and agreements required by this Agreement.

B. **Closing Documents.** Purchaser shall have delivered to Seller the items set forth in Section 6 of this Agreement as applicable to Purchaser.

If any of Seller's conditions have not been satisfied in full at the Closing, or have not been waived in writing by it, Seller may elect to cancel and terminate this Agreement, in which event the Earnest Money shall be retained by Seller.

Section 11. Taking Prior to Closing; Risk of Loss.

A. **Condemnation.** In the event of the institution of any proceedings (judicial, administrative or otherwise) which shall relate to a proposed taking or damaging of any material portion of the Property by condemnation prior to the Closing Date, or in the event of a taking or damaging of any material portion of the Property by condemnation prior to the Closing Date, Purchaser shall have the right and option to terminate this Agreement by giving written notice thereof to Seller within ten (10) days after Purchaser's receipt of written notification from Seller of any such occurrence. Should Purchaser elect to terminate this Agreement, the Earnest Money

shall be returned to Purchaser immediately upon the demand therefore and thereupon Seller and Purchaser shall be released from all obligations and liabilities to each other hereunder. In the event Purchaser does not elect to terminate this Agreement as provided for herein, Seller shall assign to Purchaser at closing all of Seller's right to any condemnation proceeds payable as a result of the proceedings referred to in this paragraph.

B. Risk of Loss. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Purchaser may either (a) terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser immediately upon the demand therefore and thereupon Seller and Purchaser shall be released from all obligations and liabilities to each other hereunder, or (b) consummate the Closing, in which latter event all proceeds of any insurance covering such damage shall be assigned to Purchaser at the Closing.

Section 12. Remedies.

A. Seller's Remedies. In the event the purchase and sale is not consummated because of a default or breach by Purchaser under the terms of this Agreement, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to Purchaser, whereupon neither party hereto shall have any further rights or obligations hereunder, and Escrow Agent shall deliver the Earnest Money to Seller as liquidated damages. It is agreed that the Earnest Money to which the Seller is entitled under a termination above is a reasonable forecast of just compensation for the harm that would be caused by Purchaser's breach, and that the harm that would be caused by such breach is one that is incapable or very difficult of accurate estimation. Purchaser shall not, however, be in breach or default, and Seller shall not be entitled to the Earnest Money under any circumstances, if Purchaser's failure to close is caused by or results from: (1) a default of Seller or breach of any of Seller's obligations or covenants hereunder; (2) any breach or inaccuracy of any of Seller's representations and warranties set forth herein; (3) any title defect arising prior to Closing other than a Permitted Exception; or (4) the failure of any other condition to Purchaser's obligations under this Agreement to be satisfied.

B. Purchaser's Remedies. If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement or in the event Seller otherwise breaches, defaults or fails to perform any of Seller's obligations hereunder, the Purchaser shall, as its sole and exclusive remedy, have the right to terminate this Agreement by written notice thereof to Seller, in which event the Earnest Money shall be returned to Purchaser immediately upon the demand therefore and thereupon Seller and Purchaser shall be released from all obligations and liabilities to each other hereunder.

C. Disputes. Except as provided in Section 4.B., in the event either Seller or Purchaser becomes entitled to the Earnest Money, upon cancellation or termination of this Agreement in accordance with its terms, such party shall deliver notice to the Title Company and the other party simultaneously with such termination notice at the address set forth herein. In the event the other party objects to such disbursement of the Earnest Money, such party shall have five (5) business days to give the terminating party and Escrow Agent written notice of its objection to disbursement

of the Earnest Money. In the event of such dispute, the losing party shall pay, upon the final order of a court with appropriate jurisdiction, all reasonable attorneys' fees incurred by the party so entitled to the Earnest Money in connection with the recovery thereof.

Section 13. Brokerage. The parties acknowledge and agree there are no real estate brokers associated with this Agreement. The Seller hereby agrees to indemnify and hold the Purchaser harmless from and against any and all claims (including, without limitation, court costs and reasonable attorneys' fees actually incurred in connection with any such claims) for the Commission or any real estate commissions or similar fees arising out of or in any way connected with any agents or brokers with whom such party may have dealt. The Purchaser shall reserve the right to hire its own broker. In the event the Purchaser shall retain its own Broker, Purchaser's Broker shall be entitled to one-half of the Commission. The provisions of this Section and the subparts shall survive the delivery of the Deed to Purchaser and termination of this Agreement, if any.

Section 14. Notices

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) delivered in person to the address set forth herein below for the party to whom the notice is given, (ii) delivered in person at the Closing (if such party is present at the Closing), (iii) placed in the United States mail, certified and return receipt requested, addressed to such party at the address hereinafter specified, or (iv) deposited into the custody of Federal Express Corporation to be sent by Federal Express Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to such party at the address hereinafter specified.

The Address of the Seller is:

City of Tarrant, Alabama
1311 East Lake Blvd
Birmingham, Alabama 35217
Attn: City Clerk

With a copy to:

Massey, Stotser, & Nichols, P.C.
Attn: Michael D. Brymer
1780 Gadsden Hwy.
Birmingham, AL 35235

The address of the Purchaser is:

Attn: _____

With a copy to:

Attn: _____

Section 15. Entire Agreement. This Agreement (including the exhibits hereto) contains the entire agreement between Seller and Purchaser, and no oral statements or prior written matter not specifically incorporated herein shall be of any force and effect. No variation, modification, or changes hereof shall be binding on either party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof.

Section 16. Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors, and assigns.

Section 17. Effective Date. The date on which this Agreement is executed by the last to sign of the Seller and Purchaser shall be the "Effective Date" of this Agreement.

Section 18. Time of the Essence. Time is of the essence of this Agreement.

Section 19. Terminology. The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever.

Section 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 21. Venue. The parties hereto hereby consent that venue of any action brought under this Agreement may be in Jefferson County, Alabama.

Section 22. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 23. Rule of Construction. The parties acknowledge that each party and its counsel has reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 24. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party or parties shall be entitled to reasonable

attorney's fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

Section 25. Business Days. If the Closing Date or the day for performance of any act required under this Agreement falls on a Saturday, Sunday or legal holiday, then the Closing Date or the day for such performance, as the case may be, shall be the next following regular business day.

Section 26. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and same instrument. Delivery of an executed copy of this Agreement by electronic transmission (e.g. facsimile or email) shall be binding upon the parties as delivery of the original.

Section 27. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

[Signatures appear on following pages.]

12.18.23

IN WITNESS WHEREOF, this Agreement is hereby executed as of the Effective Date.

PURCHASER:

assigns Elgin Studios, an Alabama limited liability company, or its

By:

Its:

Date:

Tabled 12.18.23

-Signatures Continue On Following Page-

SELLER:

The City of Tarrant, Alabama, an Alabama municipal corporation formed under the laws of the State of Alabama, or its assigns

By:

Its:

Date:

Tabled 12.18.23

EXHIBIT A

PROPERTY DESCRIPTION

(Legal description to be supplemented upon receipt of title commitment).

Property Address: 1120 & 1124 Ford Avenue, Tarrant, AL 35217

Tax Parcel I.D.: 2300053002008.000 & 2300054015008.000

Tabled 12.18.23

Tabled 12.18.23

DEVELOPMENT AGREEMENT

EXHIBIT B

Exhibit B

Development Agreement for 1120 and 1124 Ford Avenue between the City of Tarrant and Elgin Studios.

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on this the ____ day of _____, 202__ (the "Effective Date"), by and between The City of Tarrant, Alabama, an Alabama municipal corporation formed under the laws of the State of Alabama (the "City"), and Elgin Studios, LLC, an Alabama limited liability company, ("Developer"). City and Developer are sometimes collectively referred to as the "Parties" and, singularly, as a "Party".

RECITALS:

WHEREAS, City is the owner of real property located at 1120 & 1124 Ford Avenue, Birmingham Jefferson County, Alabama 35217, and further identified on the attached Exhibit A (the "Property"); and

WHEREAS, City and Developer wish to enter into a development agreement to allow for the use of the Property by Developer as a commercial development ("Project"); and

WHEREAS, the Parties wish to establish the terms and conditions of the Project within this Agreement; and

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
OBLIGATIONS OF DEVELOPER

1. City and Developer hereby agree that the Property shall be developed by Developer for a commercial development. Developer has proposed to design the Project consistent with applicable zoning and other legal requirements and pursuant to a development plan to be provided to the City for review and approval, which approval shall not be unreasonably withheld, prior to the commencement of construction of the Project (such plan, as approved by the City as hereinafter described, the "Development Plan"). The Development Plan shall include, subject to the City's requirements, all construction phases for the Project, a detailed site plan, landscaping plans, elevations, any other materials required to adequately describe the character and scale of the Project relative to its surroundings, and all other plans and drawings reasonably necessary for a schematic plan of the Project. The Development Plan shall also include certain aesthetic elements as required by the City. Developer agrees to obtain all necessary approvals and permits for the

Project from all local, state, and federal governmental entities.

2. Developer agrees to commence construction on the Project as soon as Developer receives a building permit from the City for construction and substantially complete such Project in accordance with the Development Plan within five (5) years of the Effective Date. The Project shall be implemented by Developer and Developer shall be solely responsible for implementation of the Project.

3. The Development Plan shall not be materially changed or modified without the prior written consent of Developer and City.

4. Developer shall be responsible for all costs of Project construction and for payment of its own fees with respect to the development of the Project, including, but not limited to, legal, accounting, sub-contractor, material suppliers, engineering, surveying, title work, architectural, construction and environmental services.

5. Developer shall cause all construction activities to be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws.

6. Developer shall cause all agreements between it and any architect, contractor, subcontractor or other business performing any work in connection with the Project to require such architect, contractor, subcontractor or other business to obtain all necessary permits, licenses and approvals to construct such work.

ARTICLE N
DEFAULT

7. The term Event of Default, as used in this Agreement, shall mean any one or more of the following events:

a. Failure by the either Party to duly observe any other covenant, condition or agreement of this Agreement and the continuance of such failure for thirty (30) days or more after the non-defaulting Party sends written notice to the defaulting Party at the address for the defaulting party in Section 16; provided, however, that if such failure is of the nature that it reasonably cannot be cured within said thirty (30) days, such cure period shall be extended for an additional period necessary to complete said cure (but in no event longer than an additional sixty (60) days), provided that (i) the defaulting Party shall commence to cure such failure within the initial thirty (30) days, and (ii) thereafter the defaulting Party shall diligently and in good faith prosecute said cure to completion;

b. If (i) a petition in bankruptcy is filed by or against a Party, or a receiver or trustee of any of the Property is appointed; or (ii) either Party files a petition or an answer seeking reorganization under any of the provisions of the bankruptcy law or of any other law, state or

federal, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation law or statute, or admitting the material allegations of a petition filed against it in any proceeding under any such law; or (iii) either Party shall take any corporate, partnership or other action for the purpose of effecting any of the foregoing, or enters into or consents to an arrangement with creditors, or makes an assignment for the benefit of creditors, or is adjudged insolvent by any state or federal court of competent jurisdiction; or (iv) an order, judgment, or decree shall be entered without the application, approval, or consent of a Party by any court of competent jurisdiction, approving a petition seeking reorganization of either Party, or of all or a substantial part of the properties or assets of either Party, or appointing or ordering a receiver, trustee, or liquidation of either Party; provided, however, that either Party, as applicable, shall have sixty (60) days to have dismissed of record any involuntary petition filed against it;

c. If any representation or warranty made herein shall prove to be false or misleading in any material respect;

d. If any report, certificate, financial statement or other instrument heretofore or hereafter furnished in connection with this Agreement shall prove to be false or misleading in any material respect;

e. The dissolution of either Party;

8. **Remedies.** The Parties shall have all rights and remedies which such parties have under law or equity. In addition to being entitled to exercise all rights provided herein or granted by equity or law, including recovery of damages, City shall also have the right of reentry as provided in that certain statutory warranty deed conveying the Property from City to Developer.

9. **Attorneys' Fees.** In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

ARTICLE III GENERAL TERMS

10. **Effective Date.** This Agreement shall become effective on the Effective Date and remain in effect through the date of its termination.

11. **Governing Law.** This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, the Parties consent to the jurisdiction and venue of the courts of Jefferson County, Alabama, with respect to any matter arising hereunder.

12. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. **Notices.** All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, by facsimile, or by a nationally recognized overnight courier for delivery on the following business day, as follows:

To Developer:

Attn: _____

To City:

City of Tarrant, Alabama
1133 East Lake Blvd
Birmingham, Alabama 35217
Attn: City Clerk

or to such other address as the Parties shall be from time to time designate by written notice by any of the Parties.

14. **Cost and Expense.** Each party agrees to pay its own costs incurred in connection with the negotiation and preparation of this Agreement. Developer acknowledges that it shall be responsible for all costs of developing the Project, including but not limited to, the cost of the Project and the cost of planning, developing, and other related costs such as legal, engineering, construction and environmental services. Unless specifically authorized by City, Developer shall not hold itself out as an agent of City and shall not make any representations or take any action which shall convey the impression to any contractor, subcontractor, laborer or supplier that City has any obligation or responsibility for any payment to such contractor, subcontractor, laborer or supplier in connection with the Project.

15. **Section Titles and Headings.** The article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

16. **Representations and Warranties.** City makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement.

(a) City is a duly organized and existing corporation, in good standing in the State of Alabama, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution and delivery of this Agreement on the part of the City's undersigned agent have been duly authorized by a resolution duly adopted by the City's and by all other necessary actions.

(c) City has good and marketable title to the Property solely in its name.

(d) There are no approvals, authorizations, consents or other actions by or filings with any person which are required to be obtained or completed by City in connection with the execution and delivery of this Agreement or in connection with any other action required to be taken by City hereunder. City is not and will not be required to give any notice to or obtain any consent from any person or entity in connection with the execution and delivery of this Agreement

or the consummation or performance of any of the transactions contemplated hereby.

(e) The execution and performance of this Agreement by City does not constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit or agreement of any nature to which City is a party.

(f) City is not in default under, or in violation of, any law or regulation or under any order of any court, board, commission or agency whatsoever. City has received no notice of any pending or impending civil or criminal investigation, audit, proceeding, action, or litigation or any nature from any federal, state or local board, commission or agency.

(g) There are no outstanding judgments, orders, writs, injunctions, or decrees of any government entity, no pending legal proceedings or material threats of legal proceedings, against or affecting City before or by any court, board, commission or agency whatsoever which would have a material effect on City performance of its obligations under this Agreement.

(h) Neither City nor its principals has experienced bankruptcy, insolvency or any other form of legal relief from claims of creditors.

The representations, warranties and covenants made by City herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

17. Relationship of Parties. Developer and City agree that nothing contained in this Agreement, or any act of Developer or City, shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between City and Developer other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no investment or equity interest in the business of Developer, and shall not be liable for any debts of Developer, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Developer, nor shall Developer at any time or times use the name or credit of City in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

18. Entire Agreement; Amendment. This Agreement constitutes and includes all promises and representations, expressed or implied, made by Developer and City. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties or modifications hereto shall be valid between the parties. This Agreement may be amended only by a written instrument executed by both parties.

19. No Waiver. No consent or waiver, express or implied, by a Party to any breach or default by another Party in the performance by the other Party of its obligations hereunder shall be valid unless in writing and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of either

Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

20. ~~Binding Effect.~~ This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Developer and its successors and assigns and shall be binding upon and shall inure to the benefit of City and its successors and assigns.

[signatures contained on the following page]

Tabled 12.18.23

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed as of the date first above written.

CITY:

The City of Tarrant, Alabama, an Alabama municipal corporation formed under the laws of the State of Alabama

Sign: _____

Print: _____

Title: _____

Tabled 12.18.23

[Signatures continue on following page.]

DEVELOPER:

Elgin Studios, an Alabama limited liability company

Sign: _____

Print: _____

Title: _____

Tabled 12.18.23

EXHIBIT A

Property Description of the Property
(Legal description to be supplemented upon receipt of title commitment).

Property Address: 1120 & 1124 Ford Avenue, Tarrant, AL 35217

Tax Parcel I.D.: 2300053002008.000 & 2300054015008.000

Tabled 12.18.23

Tabled 12.18.23

Purchase and Sale Agreement for 1120 and 1124 Ford Avenue

EXHIBIT B

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 18th day of December, 2023, while in regular session on Monday, December, 18, 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 ____ day of _____, 2023.

Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9102

A RESOLUTION AUTHORIZING THE PURCHASE AND REPLACEMENT OF THE HVAC SYSTEM FOR THE CITY OF TARRANT ELECTRIC DEPARTMENT BUILDING.

WHEREAS, the City of Tarrant, Alabama ("City") is responsible for maintaining the City of Tarrant Electric Department Building ("TED Building"); and

WHEREAS, the existing HVAC system within the TED Building has stopped working and is in need of replacement; and

WHEREAS, the City has received a quote from Air Solutions to replace the existing HVAC system (see quote attached as exhibit "A") for \$10,943.00; and

WHEREAS, the quote of \$10,943.00 is below \$30,000.00 requirement for competitive bidding pursuant to Act 2023-135; and

WHEREAS, the City Council of the City finds it in the best interest of the health, safety, and welfare of its citizens to authorize the replacement of the HVAC system at the TED Building.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session, a quorum duly assembled, on Monday, December 18, 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. The City authorizes the replacement of the HVAC system at the TED Building according to the terms in the quote from Air Solution that is attached as Exhibit "A," and the City is authorized to expend funds in the amount of \$10,943.00 for said purpose which shall be paid from the Tarrant Electric Department General Fund.

Section 3. The Superintendent or her designee shall be authorized to complete any necessary paperwork and authorization in order to complete the purchase.

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

ADOPTED this the 18th day of December, 2023.



The City of Tarrant, Alabama

APPROVED: _____

WAYMAN NEWTON, MAYOR

ATTEST: _____

Dr. Laverne Knight, City Clerk

EXHIBIT A

Quote from One Source Heating, Cooling, & Electrical

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 18th day of December, 2023, while in regular session on Monday, December, 18, 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 18th day of December, 2023.





Laverne Knight, City Clerk

RESOLUTION NO. 9103

A RESOLUTION APPROVING THE USE OF THE REMAINDER OF FUNDS DONATED FOR THE CHRISTMAS EXTRAVAGANZA.

WHEREAS, on December 9, 2023, the City of Tarrant, Alabama, ("City") held its annual Christmas Extravaganza, which included a parade, a D.J., a photographer, and other activities/ vendors for the celebration; and

WHEREAS, in advance of this date, Vulcan Materials generously donated \$5,000.00 toward the Christmas Extravaganza.; and

WHEREAS, the City expresses its sincere appreciation to Vulcan Materials for its donation and for its continued commitment to being a good corporate citizen and partner for the City and its citizens and businesses; and

WHEREAS, presently, the City only used a portion of the Vulcan donated funds as the cost of the Christmas Extravaganza was less than anticipated; and

WHEREAS, after consultation with various parties, the City Council of the City of Tarrant ("City Council") finds it in the best interest of its citizens to provide financial to families within the Tarrant City School who are in need during this holiday season; and

WHEREAS, the representatives at Vulcan Materials have been advised of the excess in donated funds and have approved of this proposal in using the funds to assist those families in need; and

WHEREAS, the City Council, having considered the same find it in the best public interest of the citizens of the City to assist families identified by the Tarrant City School system to take any remaining funds donated by Vulcan Materials for the Christmas Extravaganza to be made available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, at its regular meeting on Monday, December 18, 2023, at 7:00PM, duly assembled, a quorum being present as follows:

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

Section 2. The City Council further authorizes any remaining funds donated by Vulcan Materials for the purpose of the Christmas Extravaganza to be used to provide food and other necessary items for families of need identified by the Tarrant City School system- preferably at Tarrant Elementary and/or Tarrant Intermediate Schools. The appropriate representatives of Vulcan Materials have been made aware of the excess funds and have approved of the use of the funds as set out herein.

Section 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED this the 18th day of December, 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 the Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 18th day of December, 2023, while in regular session on Monday, December 18, 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 18th day of December, 2023.





Laverne Knight, City Clerk

**CITY COUNCIL OF THE CITY OF TARRANT,
ALABAMA RESOLUTION NO. 9104**

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A
WALK-THROUGH METAL DETECTOR FOR THE CITY OF TARRANT
MUNICIPAL COURT ROOM ENTRANCE.**

WHEREAS, the City of Tarrant, Alabama, uses and operates the Tarrant Municipal Court room for conducting official Court, Mayor and Council business with the presence of Public Citizens; and

WHEREAS, the City of Tarrant recognizes the benefits of a metal detector walkthrough for the safety, security and protection of City of Tarrant Mayor and Council, and public citizens; and

WHEREAS, the City of Tarrant adheres to Chapter 12, Article I Section 12-6, Discharging Firearms of its Code of Ordinances; and

WHEREAS, a need has arisen for the City of Tarrant to purchase a walk through Metal Detector for the Municipal Court entrance for the enhanced security of its City Officials and Public Citizens at 1133 East Lake Blvd., Tarrant, Alabama; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, December 18, 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. The City Council hereby approves and authorizes the purchase of a walk-through Metal Detector not to exceed the price of \$5,900.00.

Section 3. The City Clerk of the City of Tarrant, Alabama shall be authorized to pay or caused to be withdrawn from the appropriate account the said amount not to exceed \$5,900.00 for the purchase of a walk-through Metal Detector.

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

ADOPTED this the 18th day of December, 2023



The City of Tarrant, Alabama

* Council approved
2 metal detectors

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 18th day of December, 2023, while in regular session on Monday, December 18th, 2023, and the same appears of record in the minute book of said date of said City.

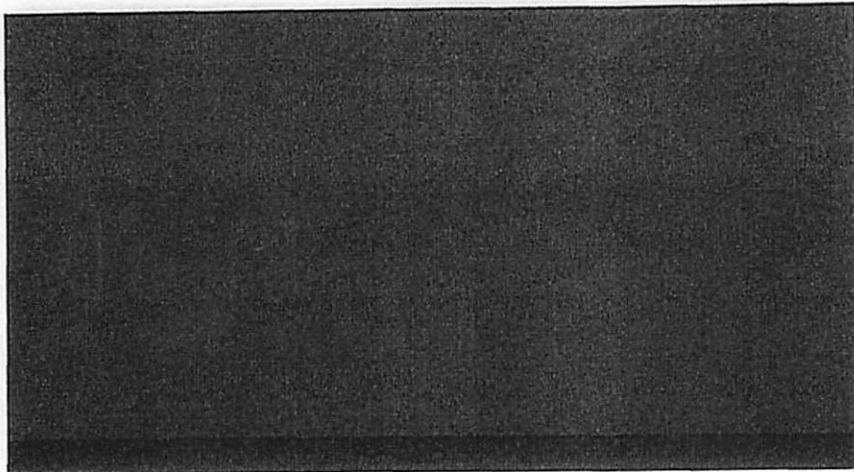
Witness my hand and seal of office this the 18th day of December, 2023.

[SEAL]



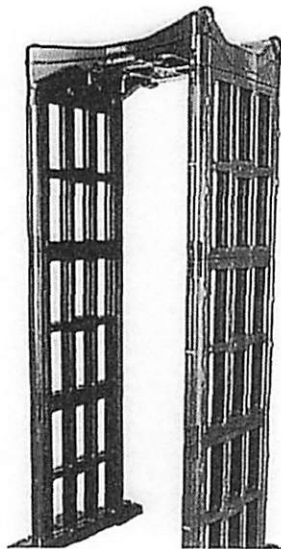
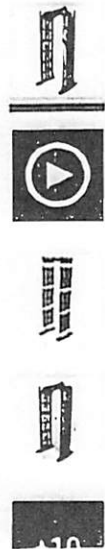
Dr. Laverne Knight, City Clerk

EXHIBIT A



FISHER RESEARCH Metal Detector: Walk-Through, LED, ABS Polycarbonate Plastic, 85 lb Wt (Lbs.)

Item 20KZ03 Mfr. Model M-SCOPE 110



CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

ORDINANCE NO. 1157

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF TARRANT, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO THE CITY.

WHEREAS, before the City Council of the City of Tarrant, Alabama, (“City Council”) is an application and petition signed by all the owners of all the land within the territory therein described and proposed to be annexed into the City, together with a map of said territory showing its relation to the corporate limits of the City of Tarrant, Alabama, (“City”) having been filed with the City Clerk; and

WHEREAS, this City Council of the City of Tarrant, Alabama, has determined and found that the matters set forth and alleged in said petition and application are accurate, and that it is in the public interest that said property be annexed into the City; and

WHEREAS, having reviewed the petition and application and its contents, the City Council finds it in the best interest of the citizens of the City to approve the petition and application and assent to the annexation of the territory identified in the petition and application and include it within the corporate limits of the City.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, January 4, 2024, at 7:00PM, a quorum duly assembled, as follows:

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

Section 2. The City Council, having reviewed the petition and application of all the landowner(s), which is attached as Exhibit “A” to this ordinance and incorporated as if fully set out herein, is reasonably satisfied as to the accuracy of the petition and information contained in the application as stated.

Section 3. The City Council of the City hereby assent to the annexation of said territory into the City of Tarrant, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of chapter 42, section 2 of Title 11 of the Code of Alabama (1975) so as to embrace and include said territory in addition to the territory already within its present corporate limits, within the corporate area of said City, which said territory is not within the corporate limits or police jurisdiction of another municipality, and/or the new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any municipality. Said territory is further described in the legal description contained on Exhibit “B” to this ordinance which is incorporated herein.

Section 4. The City Clerk shall file or cause to be filed a certified copy of this ordinance containing the legal description of said annexed territory with the Judge of Probate of Jefferson County, Alabama, and also cause a copy of this ordinance to be published or posted in

accordance with Chapter 42 of Title 11 of the Code of Alabama and provide additional copies of this ordinance to the various state and county departments as may be required or requested.

Section 5. This ordinance shall become effective immediately upon its passage and adoption by the City Council of the City of Tarrant, Alabama, and its publication or posting as required by law.

ADOPTED AND APPROVED this the 18th day of December, 2023.



APPROVED:


WAYMAN NEWTON
MAYOR

ATTEST:


LAVERNE KNIGHT
CITY CLERK

Site Description

Lot 1

All that parcel or tract of land lying and being in the Northeast Quarter of the Northwest Quarter of Section 33, Township 16 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Beginning at an iron pin found at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 33, Township 16 South, Range 2 West thence running along the north line of said Quarter-Quarter South 89 Degrees 57 Minutes 44 Seconds, 482.31 feet to a point on the east Right of Way of Industrial Parkway (60' Right of Way); thence south along the east Right of Way of Industrial Parkway (60' Right of Way) South 01 Degrees 04 Minutes 58 Seconds East, 24.02 feet to a point; thence continuing along the east Right of Way of Industrial Parkway (60' Right of Way) South 01 Degrees 04 Minutes 58 Seconds East, 204.07 feet; thence continuing along the east Right of Way of Industrial Parkway (60' Right of Way) and following the arc of the curve to the left 196.46 feet to the Point of Beginning, said arc having a radius of 463.00 feet and subtended by a chord of South 13 Degrees 14 Minutes 57 Seconds East, 194.99 feet; thence leaving the east Right of Way of Industrial Parkway (60' Right of Way) North 38 Degrees 14 Minutes 20 Seconds East, 258.93 feet to a point; thence South 51 Degrees 13 Minutes 11 Seconds East, 297.08 feet to a point on the north Right of Way of Alabama Highway 79 (240' Right of Way); thence continuing along the north Right of Way of Alabama Highway 79 (240' Right of Way) and following the arc to the left 300.06 feet to a point at the east Right of Way of Industrial Parkway (60' Right of Way) said arc having a radius of 3,245.36 feet and subtended by a chord of South 38 Degrees 18 Minutes 08 Seconds West, 299.95 feet; thence along the east Right of Way of Industrial Parkway (60' Right of Way) North 54 Degrees 53 Minutes 35 Seconds West, 65.99 feet to a point; thence continuing along the Right of Way of Industrial Parkway (60' Right of Way) and following the arc of the curve to the right 238.29 feet and the Point of Beginning, said arc having a radius of 3,245.36 feet and subtended by a chord of North 40 Degrees 08 Minutes 57 Seconds West, 235.67 feet, containing 1.99 acres.

Site Description

Lot 2

All that parcel or tract of land lying and being in the Northeast Quarter of the Northwest Quarter of Section 33, Township 16 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Beginning at an iron pin found at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 33, Township 16 South, Range 2 West thence running along the north line of said Quarter-Quarter South 89 Degrees 57 Minutes 44 Seconds, 482.31 feet to a point on the east Right of Way of Industrial Parkway (60' Right of Way); thence south along the east Right of Way of Industrial Parkway (60' Right of Way) South 01 Degrees 04 Minutes 58 Seconds East, 24.02 feet to a point and the Point of Beginning; thence leaving the east Right of Way of Industrial Parkway (60' Right of Way) North 89 Degrees 11 Minutes 00 Seconds East, 175.37 feet to a point; thence South 35 Degrees 32 Minutes 12 Seconds East, 189.04 feet to a point; thence South 44 Degrees 36 Minutes 30 Seconds East, 265.95 feet to a point on the north Right of Way of Alabama Highway 79 (240' Right of Way); thence along the north Right of Way of Alabama Highway 79 (240' Right of Way) and following an arc to the left 47.80 feet to a point, said arc having a radius of 3,245.36 feet and subtended by a chord South 41 Degrees 22 Minutes 22 Seconds West, 47.80 feet; thence leaving the north Right of Way of Alabama Highway 79 (240' Right of Way) North 51 Degrees 13 Minutes 11 Seconds West, 297.08 feet to a point; thence South 38 Degrees 14 Minutes 20 Seconds West, 258.93 feet to a point on the east Right of Way of Industrial Parkway (60' Right of Way) thence following the arc of the curve to the right 196.46 feet to a point, said arc having a radius of 463.00 feet and subtended by a chord of North 13 Degrees 14 Minutes 57 Seconds West, 194.99 feet; thence continuing along the east Right of Way of Industrial Parkway (60' Right of Way) North 01 Degrees 04 Minutes 58 Seconds West, 204.07 feet and the Point of Beginning containing 1.95 acres.

This property is contained within the vesting deed of First American Title Insurance Company for Title Insurance No. COM-23-3809 with an effective date of June 16, 2023, at 8:00 a.m.

EXHIBIT A
PETITION AND APPLICATION FOR ANNEXATION



Tarrant Planning Dept
Tarrant City Hall
1133 East Lake Blvd
Tarrant, Alabama 35217
205-849-2800
lknight@cityoftarrant.org

Document Submission Information

Please give us your name, email and contact number so we may contact you if needed regarding the document you are submitting.
Thank You.

First Name: Rasheed Last Name: Mattis

Email Address: rasheedm@ch-grp.com

Contact Phone Number(s): 770-982-1996 office



**ANNEXATION APPLICATION
PLANNING AND ZONING DEPARTMENT**

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the City Clerk this written petition asking and requesting that our property hereinafter described be annexed into the City of Tarrant, under authority of Sections 11-42-20 through 11-42-24, Code of Alabama, 1975.

Said property is described further as:

2474 Pinson Valley Parkway

We further certify that said property is contiguous to the City of Tarrant and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama, 1975. A map of said property is hereto attached.

We do hereby request that the City Council and the City Clerk give such notice, hold such hearings and adopt such ordinances and do all such things or acts as is required by law so that the corporate limits of the City of Tarrant shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the ____ day
of _____, 20____.

Property Owner

Property Owner

For an annexation request, the City requires completion of the Application for Annexation, including the Demographic Questionnaire, the Statement Regarding Provision of City Services, and a copy of the current recorded deeds for the properties proposed to be annexed. **A property must be contiguous to the current city limits to be annexed into the City of Tarrant.**

Once the completed annexation application is returned to the City, the City's staff will conduct an internal review to determine if the property qualifies for annexation. If it qualifies, an official Petition for Annexation will be created and sent to the application for signature. The Petition for Annexation must be signed by ALL property owners or their legally authorized representative and must also be notarized. Information contained in the Application for Annexation will be forwarded to city departments and service providers for input regarding their ability to provide services to the properties proposed to be annexed. The responses from the departments and service providers will be taken into consideration before action is taken on the request for annexation. The annexation process requires 1 to 2 months for completion. Property owners will receive a letter of notification of annexation once the annexation process is complete.

In the event the property to be annexed is currently inside a fire district, the property owner may be responsible for paying advanced fire dues to the district before the property can be annexed into the city. The applicant / property owner(s) is responsible for verifying whether or not the property to be annexed is inside a fire district, and if so, determining what, if any, fire dues are owed. If fire dues are owed, a letter from the fire district showing the fire dues have been paid. Failure to do so will result in not being able to process the annexation application further since the prepayment of fire dues of properties within fire districts is required under state law for the annexation to be valid.

The Application for Annexation must include a copy of the current recorded deeds for the properties proposed to be annexed.

I. Description of Property

- A. Current recorded deeds for properties to be annexed: Attached
- B. Acreage: 1.95 acres
- C. Street address of properties to be annexed: 2474 Pinson Valley Parkway
- D. Name of subdivision if applicable n/a
- E. Current tax parcel map: Attached
- F. Fire Dues Letter: Attached
- G. Survey and legal descriptions of properties to be annexed included, if available:
Yes No

II. Property Owner Information:

Name, full mailing address and phone number of each property owner:
(Attach addition sheets if necessary.)

Name The Barber Companies, Inc. Contact: Merrimon Epps

Address 27 Inverness Center Parkway

City Birmingham State GA Zip 35242 Phone 205-966-6679

Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

III. Additional Information:

IV. Property Owner:

I certify that I am the Property owner and I have read this application and that all information contained herein is true and correct.


Signature

Date

V. Legally Authorized Representative of Property Owner:

I certify that if I am **NOT** the owner, I have proper legal authorization from the owner to act as a representative on his/her behalf and that I will be required to provide written documentation of such authorization to the City of Tarrant.

I certify that I have read this application and that all information contained herein is true and correct.



Signature

9/1/23

Date

Name, full mailing address and phone number of legally authorized

representative: Name Ju te n Gambalvo, VP Racetrac, Inc

Address 200 Galleria Parkway SE, Suite 900

City Atlanta State GA Zip 30339 Phone 770-431-7600

DEMOGRAPHIC QUESTIONNAIRE FOR ANNEXATION PETITIONERS
(Please use back of sheet for info if necessary)

(Census) Total members in household, including children and tenants of area proposed for annexation: 0

Total Persons of Voting Age _____

Total Persons Registered to Vote _____

Number of Housing Units _____

Street Addresses

Number of Trailers 0

Street Addresses

(Zoning) Names and Address of all Businesses

Zoning I-4: _____

Business Owner/Manager Phone Number

N/A

Mailing Address

Are there any Signs/Billboards on Property?

Yes No
If yes, please describe.

If residential, is there a Home Occupation (business) in use on this property?

Yes No
If yes, please describe.

(Zoning Use) Are there any accessory structures located on the property?

Yes No
If yes, how many/what use?

Are there any animals (besides cats & dogs) kept on the property?

Yes No
If yes, what kind and how many?

If yes, are the animal enclosures located, including fencing? (Please indicate on the site plan)

What type zoning classification is desired for the area proposed for annexation:
_____ Agriculture _____ Residential X Commercial _____ Industrial

(Drainage) Are there any drainage issues that affect this property?

Yes No
If yes, please describe.

Are there any other significant features on the property the city should be aware of?

Yes No
If yes, please describe.

(Schools) Are there any children that will live at the property?

Yes No

If yes, list the ages and grades of all children.

If yes, will you require bus pick-up?

Yes No

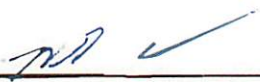
Reason for Requesting Annexation

**STATEMENT REGARDING PROVISION OF
CITY SERVICES TO NEWLY ANNEXED LANDS**

City services will be provided to all newly annexed lands according to the same policies that already govern in Tarrant. This means that Tarrant police and fire departments will respond to calls; garbage and trash service will be required to be established and paid at the property; and school children may attend city rather than county schools. All applicable city ordinances will be enforced including the implementation of zoning regulations. By completing this application and submitting it to the city clerk, the applicant / property owner(s) acknowledge that they are solely responsible for establishing and securing all utility services, including but not limited to power, water, gas, sewer, internet, cable, etc., to the property, at the applicant's / property owner(s)' sole expense. The City does not and cannot pay for any utility access to the subject property. Newly annexed land will be accorded the same consideration as other city lands relating to utility access and its costs.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies, procedures, and fees. Property, *regardless of its annexation date*, will be required to connect to these services once they are available in their area, at the property owner's expense.

I have read the above statement governing the delivery of city services to lands annexed into the city of Tarrant, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner  Date 9/7/23
Phillip West, Associate General Counsel
Petitioner . Counsel _____ Date _____

NOTARY CERTIFICATE

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Holly Kramer, a Notary Public in and for the said County in said State, hereby certify that

Philip West, whose name is signed to the foregoing ANNEXATION PETITION, who are known to me, acknowledged before me of this day that, being informed of the contents of the within instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this 7th day of September, 20 23.



[Signature]
NOTARY PUBLIC

My Commission Expires: 1/24/2027

Barber Companies

September 6, 2023

Tarrant Planning Department
1133 East Lake Blvd
Tarrant, Alabama 35217

Re: Development of 1.95 Acres of Land located north of the intersection of Industrial Parkway and US Highway 79 Property (the "Property") near 2474 Pinson Valley Parkway

Dear Sir/Madam:

The undersigned ("Owner") is the owner of the above-referenced Property and has entered into a Real Estate Purchase Contract dated as of June 16, 2023 to sell the Property to Del Lago Ventures, Inc. ("Del Lago"). By executing this letter, Owner hereby authorizes Del Lago (and its affiliates, including, without limitation, RaceTrac)(collectively, "Purchaser") to execute, on behalf of Owner, the Annexation Application attached hereto as Exhibit A which contemplates the annexation of the Property into the City of Tarrant upon the closing of the sale of the Property to Del Lago. Please note the foregoing approval of the proposed annexation is conditioned upon the consummation of the sale of the Property to Del Lago.

Please do not hesitate to contact the undersigned if you have any questions. Thank you for your assistance in this matter.

Sincerely,

Barber Companies

By: 

Its: President

Exhibit A
Annexation Application



Tarrant Planning Dept
Tarrant City Hall
1133 East Lake Blvd
Tarrant, Alabama 35217
205-849-2800
lknight@cityoftarrant.org

Document Submission Information

Please give us your name, email and contact number so we
may contact you if needed regarding the document you are
submitting.
Thank You.

First Name: Rasheed Last Name: Mattis

Email Address: rasheedm@ch-grp.com

Contact Phone Number(s): 770-982-1996 office



**ANNEXATION APPLICATION
PLANNING AND ZONING DEPARTMENT**

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the City Clerk this written petition asking and requesting that our property hereinafter described be annexed into the City of Tarrant, under authority of Sections 11-42-20 through 11-42-24, Code of Alabama, 1975.

Said property is described further as:

2474 Pinson Valley Parkway

We further certify that said property is contiguous to the City of Tarrant and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the above description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by Section 11-42-21, Code of Alabama, 1975. A map of said property is hereto attached.

We do hereby request that the City Council and the City Clerk give such notice, hold such hearings and adopt such ordinances and do all such things or acts as is required by law so that the corporate limits of the City of Tarrant shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the ____ day
of _____, 20____.

Property Owner

Property Owner

For an annexation request, the City requires completion of the Application for Annexation, including the Demographic Questionnaire, the Statement Regarding Provision of City Services, and a copy of the current recorded deeds for the properties proposed to be annexed. **A property must be contiguous to the current city limits to be annexed into the City of Tarrant.**

Once the completed annexation application is returned to the City, the City's staff will conduct an internal review to determine if the property qualifies for annexation. If it qualifies, an official Petition for Annexation will be created and sent to the application for signature. The Petition for Annexation must be signed by ALL property owners or their legally authorized representative and must also be notarized. Information contained in the Application for Annexation will be forwarded to city departments and service providers for input regarding their ability to provide services to the properties proposed to be annexed. The responses from the departments and service providers will be taken into consideration before action is taken on the request for annexation. The annexation process requires 1 to 2 months for completion. Property owners will receive a letter of notification of annexation once the annexation process is complete.

In the event the property to be annexed is currently inside a fire district, the property owner may be responsible for paying advanced fire dues to the district before the property can be annexed into the city. The applicant / property owner(s) is responsible for verifying whether or not the property to be annexed is inside a fire district, and if so, determining what, if any, fire dues are owed. If fire dues are owed, a letter from the fire district showing the fire dues have been paid. Failure to do so will result in not being able to process the annexation application further since the prepayment of fire dues of properties within fire districts is required under state law for the annexation to be valid.

The Application for Annexation must include a copy of the current recorded deeds for the properties proposed to be annexed.

I. Description of Property

- A. Current recorded deeds for properties to be annexed: Attached
- B. Acreage: 1.95 acres
- C. Street address of properties to be annexed: 2474 Pinson Valley Parkway
- D. Name of subdivision if applicable n/a
- E. Current tax parcel map: Attached
- F. Fire Dues Letter: Attached
- G. Survey and legal descriptions of properties to be annexed included, if available:
Yes No

II. Property Owner Information:

Name, full mailing address and phone number of each property owner:
(Attach addition sheets if necessary.)

Name The Barber Companies, Inc. Contact: Merrimon Epps

Address 27 Inverness Center Parkway

City Birmingham State GA Zip 35242 Phone 205-966-6679

Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

III. Additional Information:

IV. Property Owner:

I certify that I am the Property owner and I have read this application and that all information contained herein is true and correct.


Signature

Date

V. Legally Authorized Representative of Property Owner:

I certify that if I am **NOT** the owner, I have proper legal authorization from the owner to act as a representative on his/her behalf and that I will be required to provide written documentation of such authorization to the City of Tarrant.

I certify that I have read this application and that all information contained herein is true and correct.



Signature

9/1/23

Date

Name, full mailing address and phone number of legally authorized
representative: Name Justen Giambalvo, VP Racetrac, Inc
Address 200 Galleria Parkway SE, Suite 900
City Atlanta State GA Zip 30339 Phone 770-431-7600

DEMOGRAPHIC QUESTIONNAIRE FOR ANNEXATION PETITIONERS
(Please use back of sheet for info if necessary)

(Census) Total members in household, including children and tenants of area proposed
for annexation: 0

Total Persons of Voting Age _____
Total Persons Registered to Vote _____
Number of Housing Units _____

Street Addresses

Number of Trailers 0

Street Addresses

(Zoning) Names and Address of all Businesses

Zoning I-4: _____

Business Owner/Manager Phone Number
N/A

Mailing Address

Are there any Signs/Billboards on Property?

Yes No
If yes, please describe.

If residential, is there a Home Occupation (business) in use on this property?

Yes No
If yes, please describe.

(Zoning Use) Are there any accessory structures located on the property?

Yes No
If yes, how many/what use?

Are there any animals (besides cats & dogs) kept on the property?

Yes No
If yes, what kind and how many?

If yes, are the animal enclosures located, including fencing? (Please indicate on the site plan)

What type zoning classification is desired for the area proposed for annexation:
_____ Agriculture _____ Residential X Commercial _____ Industrial

(Drainage) Are there any drainage issues that affect this property?

Yes No
If yes, please describe.

Are there any other significant features on the property the city should be aware of?

Yes No
If yes, please describe.

(Schools) Are there any children that will live at the property?

Yes No

If yes, list the ages and grades of all children.

If yes, will you require bus pick-up?

Yes No

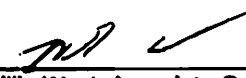
Reason for Requesting Annexation

**STATEMENT REGARDING PROVISION OF
CITY SERVICES TO NEWLY ANNEXED LANDS**

City services will be provided to all newly annexed lands according to the same policies that already govern in Tarrant. This means that Tarrant police and fire departments will respond to calls; garbage and trash service will be required to be established and paid at the property; and school children may attend city rather than county schools. All applicable city ordinances will be enforced including the implementation of zoning regulations. By completing this application and submitting it to the city clerk, the applicant / property owner(s) acknowledge that they are solely responsible for establishing and securing all utility services, including but not limited to power, water, gas, sewer, internet, cable, etc., to the property, at the applicant's / property owner(s)' sole expense. The City does not and cannot pay for any utility access to the subject property. Newly annexed land will be accorded the same consideration as other city lands relating to utility access and its costs.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies, procedures, and fees. Property, *regardless of its annexation date*, will be required to connect to these services once they are available in their area, at the property owner's expense.

I have read the above statement governing the delivery of city services to lands annexed into the city of Tarrant, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner  Date 9/7/23
Phillip West, Associate General
Petitioner Counsel Date _____

NOTARY CERTIFICATE

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Holly Kramer, a Notary Public in and for the said County in said State, hereby certify that

Philip West, whose name is signed to the foregoing ANNEXATION PETITION, who are known to me, acknowledged before me of this day that, being informed of the contents of the within instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this 7th day of September, 20 23.

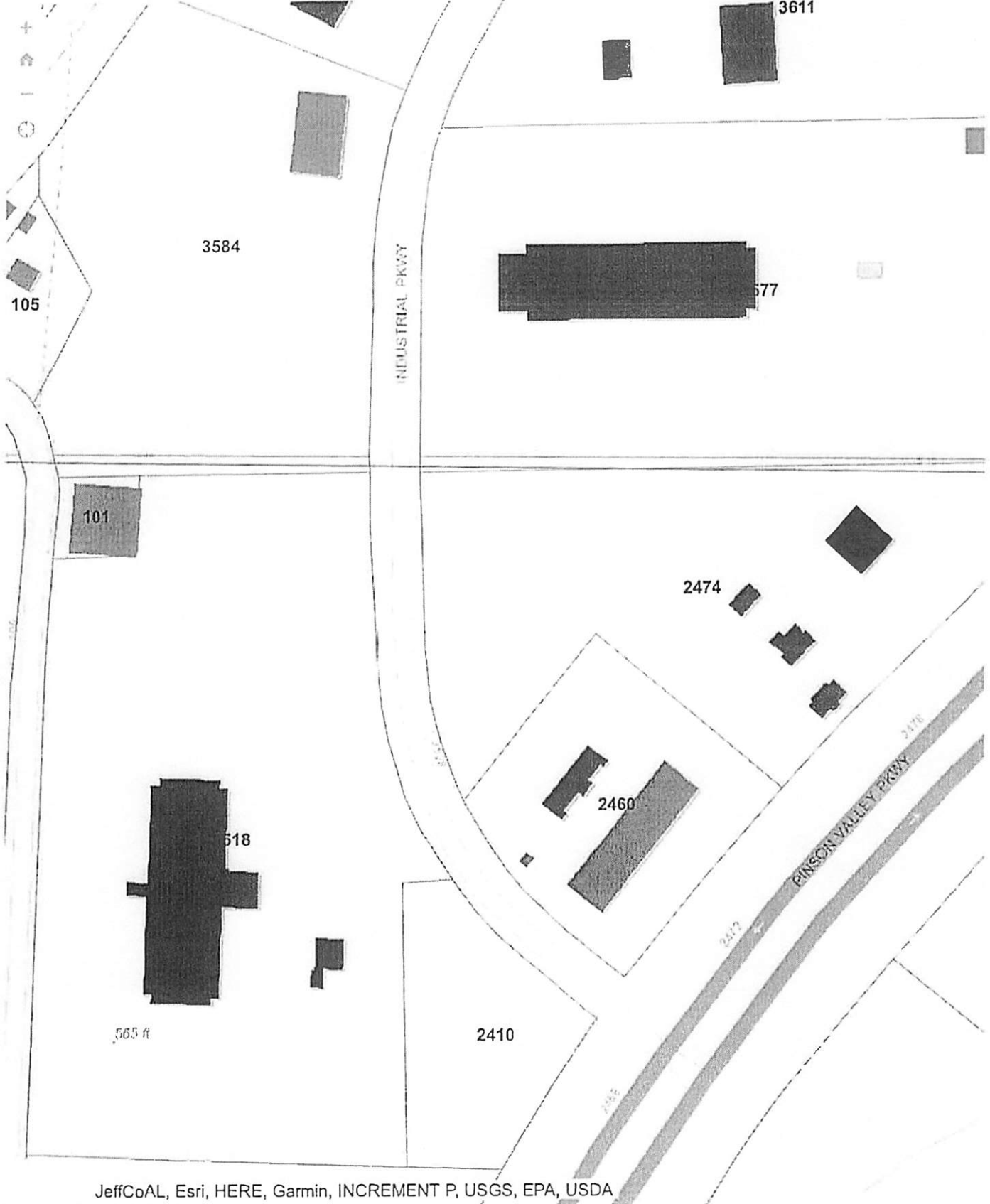


[Signature]
NOTARY PUBLIC

My Commission Expires: 1/24/2027



Legend Layers Basemap gallery Measure Details Share Print



JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT for and in consideration of ONE THOUSAND and no/100 (\$1,000.00) DOLLARS and other valuable considerations to the undersigned grantor BIRMINGHAM REALTY COMPANY, a corporation under the laws of the State of Alabama, in hand paid by WHITE DAIRY COMPANY, INC., a corporation under the laws of the State of Alabama, the receipt whereof is hereby acknowledged, the said Birmingham Realty Company does hereby Grant, Bargain, Sell and Convey unto White Dairy Company, Inc., the following described real property situated in Jefferson County, Alabama, to-wit:

A tract of land situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 16 South, Range 2 West, being more particularly described as follows: Begin at the northwest corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 16, South, Range 2 West, and run in an easterly direction along the north line of said quarter-quarter section a distance of 481.96 feet to a point on the easterly line of a proposed 60.0 foot road; thence 88°58' to the right in a southerly direction and along said easterly line of a proposed 60.0 foot road a distance of 23.44 feet to the point of beginning, said point also being on the southerly line of Alabama Power Company's right of way; thence continue along the last stated course a distance of 204.65 feet to the P.C. (point of curve) of a curve to the left; thence in the arc of said curve to the left, having a radius of 463.0 feet and a central angle of 53°48' a distance of 434.75 feet to the P.T. (Point of tangent) of said curve; thence in the tangent to said curve in a southeasterly direction and along said easterly line of a proposed 60.0 foot road a distance of 65.99 feet to the point of intersection of the easterly line of a proposed 60.0 foot road and the northerly line of the Tarrant-Pinson Highway; thence 89°27'12" to the left (angle measured to tangent) in the arc of a curve to the right, having a radius of 3245.36 feet and a central angle of 15°09'48" a distance of 858.88 feet to a point on the southerly line of the Alabama Power Company's right of way; thence 141°38' to the left (angle measured to tangent) in a westerly direction and along said southerly line of the Alabama Power Company's right of way, a distance of 841.68 feet to the point of beginning.

6909P989

Said property is subject to rights and easements granted to Alabama Power Company by instruments recorded in Volume 5444, Page 268 and Volume 5779, Page 395 in the Probate Office of Jefferson County, Alabama and also subject to easement for sewer line as shown by Volume 6745, Page 315 and to rights granted in connection with right of way for public road bounding said property as shown by instrument recorded in Volume 5341, Page 110 of the records in said Probate Office.

TO HAVE AND TO HOLD unto the said White Dairy Company, Inc., its successors and assigns forever.

And the said Birmingham Realty Company does hereby covenant and agree with the said White Dairy Company, Inc., its successors and assigns that it is lawfully seized of said premises in fee simple; that it has a good right to sell and convey the same as aforesaid; that the same are free from any and all encumbrances except as above set forth and taxes due October 1, 1963 which the grantor is to pay; that it will and its successors shall warrant and defend the title to said property to the said grantee its successors and assigns against the lawful claims of all persons.

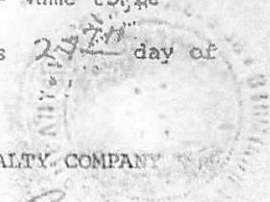
IN WITNESS WHEREOF the said Birmingham Realty Company has hereunto set its signature by S. W. Smyer, Jr., its Vice-President, who is duly authorized and has caused its corporate seal to be hereto affixed and the same to be attested by its Assistant Secretary on this 29th day of August, 1963.

BIRMINGHAM REALTY COMPANY

BY: [Signature]
Its Vice-President

ATTEST:

[Signature]
Assistant Secretary




DEFD 6909P990

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that S. W. Smyer, Jr. whose name as Vice-President of the Birmingham Realty Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 27th day of August, 1963.



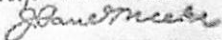
Notary Public

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

DEFD 6909P998

SEP 6 2 59 PM '63

RECORDED & INDEXED. MTO. TAX
& S. T. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.



JUDGE OF PROBATE

Center Point Fire District
2229 Center Point Parkway
Birmingham, AL 35215
205-853-5098

CK# 48403

DATE 9-15-23

RECEIVED
FROM

Barber Companies

\$ 4,436.00

2021, 2022 + Annexation Fee to be annexed
into Tarrant

FOR A cct 102450

- DOLLARS
- CASH
 - CHECK
 - M.O.
 - CREDIT CARD

AMOUNT OF ACCOUNT \$ 4,436.00

AMOUNT PAID \$ 4,436.00

BALANCE DUE \$ 0

BY TH

Thank You!

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

Lot 1

All that parcel or tract of land lying and being in the Northeast Quarter of the Northwest Quarter of Section 33, Township 16 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Beginning at an iron pin found at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 33, Township 16 South, Range 2 West thence running along the north line of said Quarter-Quarter South 89 Degrees 57 Minutes 44 Seconds, 482.31 feet to a point on the east Right of Way of Industrial Parkway (60' Right of Way); thence south along the east Right of Way of Industrial Parkway (60' Right of Way) South 01 Degrees 04 Minutes 58 Seconds East, 24.02 feet to a point; thence continuing along the east Right of Way of Industrial Parkway (60' Right of Way) South 01 Degrees 04 Minutes 58 Seconds East, 204.07 feet; thence continuing along the east Right of Way of Industrial Parkway (60' Right of Way) and following the arc of the curve to the left 196.46 feet to the Point of Beginning, said arc having a radius of 463.00 feet and subtended by a chord of South 13 Degrees 14 Minutes 57 Seconds East, 194.99 feet; thence leaving the east Right of Way of Industrial Parkway (60' Right of Way) North 38 Degrees 14 Minutes 20 Seconds East, 258.93 feet to a point; thence South 51 Degrees 13 Minutes 11 Seconds East, 297.08 feet to a point on the north Right of Way of Alabama Highway 79 (240' Right of Way); thence continuing along the north Right of Way of Alabama Highway 79 (240' Right of Way) and following the arc to the left 300.06 feet to a point at the east Right of Way of Industrial Parkway (60' Right of Way) said arc having a radius of 3,245.36 feet and subtended by a chord of South 38 Degrees 18 Minutes 08 Seconds West, 299.95 feet; thence along the east Right of Way of Industrial Parkway (60' Right of Way) North 54 Degrees 53 Minutes 35 Seconds West, 65.99 feet to a point; thence continuing along the Right of Way of Industrial Parkway (60' Right of Way) and following the arc of the curve to the right 238.29 feet and the Point of Beginning, said arc having a radius of 3,245.36 feet and subtended by a chord of North 40 Degrees 08 Minutes 57 Seconds West, 235.67 feet, containing 1.99 acres.

① ✓

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In the event the property to be annexed is currently inside a fire district, the property owner may be responsible for paying advanced fire dues to the district before the property can be annexed into the city. The applicant / property owner(s) is responsible for verifying whether or not the property to be annexed is inside a fire district, and if so, determining what, if any, fire dues are owed. If fire dues are owed, a letter from the fire district showing the fire dues have been paid. Failure to do so will result in not being able to process the annexation application further since the prepayment of fire dues of properties within fire districts is required under state law for the annexation to be valid.

The Application for Annexation must include a copy of the current recorded deeds for the properties proposed to be annexed.

I. Description of Property

- A. Current recorded deeds for properties to be annexed: Attached
- B. Acreage: 1.95 acres
- C. Street address of properties to be annexed: 2474 Pinson Valley Parkway
- D. Name of subdivision if applicable n/a
- E. Current tax parcel map: Attached
- F. Fire Dues Letter: Attached
- G. Survey and legal descriptions of properties to be annexed included, if available:
Yes No

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 an ordinance duly and legally adopted by the City Council of the City of Tarrant, Alabama on the 3rd day of January, 2024, while in regular session on Monday, December 18, 2024³, and the same appears of record in the minute book of said date of said City and published by posting copies thereof on January 3, 2024, at the following public places, which copies remained posted for five (5) days as required by law:

- Tarrant City Hall;
- Tarrant Recreation Center;
- Tarrant Public Library; and the
- Tarrant Electric Department.

Witness my hand and seal of office this the 3rd day of January, 2024



Laverne Knight
Laverne Knight, City Clerk

CITY OF TARRANT
VOUCHER LIST
MONDAY, DECEMBER 18, 2023



GENERAL FUND

5038	ACCOUNTS PAYABLE RUN	\$ 2,708.03
52716-52763	ACCOUNTS PAYABLE RUN	\$ 126,996.72
52764-52765	ACCOUNTS PAYABLE RUN	\$ 1,150.00
5039	ACCOUNTS PAYABLE RUN	\$ 382.40
52766-52806	ACCOUNTS PAYABLE RUN	\$ 238,480.75

NET PAYROLL

12/8/2023	PAY PERIOD 11/18/2023-12/01/2023	\$ 143,946.55
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<u>Bank Name</u>	<u>Bank Number</u>			
E911 Account				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
5038	At & T Mobility	1857	12/07/2023	\$2,708.03
Bank Total:				\$2,708.03
Bank Payment Count:				1

<u>Bank Name</u>	<u>Bank Number</u>			
General Fund				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
52716	Action Tire Co.	8	12/07/2023	\$468.00
52717	Affordable Counseling Therapy & Employee Assistance Services	28	12/07/2023	\$300.00
52718	Alabama Child Support	37	12/07/2023	\$1,297.49
52719	Alabama Peace Officers Annuity	160	12/07/2023	\$30.00
52720	Amazon Capital Services	1902	12/07/2023	\$232.35
52721	At & T Mobility	1857	12/07/2023	\$459.33
52722	Atkins & Goolsby	1996	12/07/2023	\$1,984.07
52723	Baker & Taylor Entertainment	208	12/07/2023	\$94.45
52724	Battle Axe's Feast	3316	12/07/2023	\$650.00
52725	BHPJ Enterprizes	2001	12/07/2023	\$2,481.32
52726	Bound Tree Medical, Llc	772	12/07/2023	\$418.83
52727	Bradford W. Caraway	2121	12/07/2023	\$311.54
52728	Casian, David	3203	12/07/2023	\$1,195.00
52729	Center Point Large Print	1838	12/07/2023	\$46.74
52730	Chorus Smartsecure	2079	12/07/2023	\$300.00
52731	City Of Tarrant	32	12/07/2023	\$1,064.67
52732	Coleman, Patrick	414	12/07/2023	\$350.49
52733	Dell Financial Services	975	12/07/2023	\$298.25
52734	Dolphin Pest Control	62	12/07/2023	\$242.00
52735	Emergency Equipment	1122	12/07/2023	\$131.00
52736	Eryn Smith	3317	12/07/2023	\$1,000.00
52737	ETA	3160	12/07/2023	\$850.00
52738	Express Oil Change Llc	66	12/07/2023	\$588.05
52739	HILLER FIRE PROTECTION	3148	12/07/2023	\$585.00
52740	Industrial Sales Company	1970	12/07/2023	\$1,040.00
52741	Intellichoice, Inc DBA EFORCE	3278	12/07/2023	\$77,961.51
52742	Jacqueline Anderson Smith	1851	12/07/2023	\$247.44
52743	Kelvin Paige	3318	12/07/2023	\$200.00
52744	King & Country Heating & Air LLC	3312	12/07/2023	\$90.00
52745	Kyocera Document Solutions	1498	12/07/2023	\$138.07
52746	Lisa Baker	2067	12/07/2023	\$113.85
52747	Lowe's	258	12/07/2023	\$1,143.37
52748	Lucille Blutchter	3291	12/07/2023	\$484.50
52749	Luke Smitha	3314	12/07/2023	\$421.80
52750	Mcperson Alabama Tax Exempt	96	12/07/2023	\$3,554.72
52751	Moore, Thomas	2026	12/07/2023	\$2,560.00

52752	Municipal And Commercial Uniform And Equipment, Inc.	134	12/07/2023	\$64.95
52753	National Industrial & Safety Supply	3315	12/07/2023	\$398.00
52754	O'reilly Auto Parts	1613	12/07/2023	\$69.92
52755	Quality Petroleum	1132	12/07/2023	\$4,144.26
52756	RecDesk LLC	3240	12/07/2023	\$5,300.00
52757	Rent One Llc	2020	12/07/2023	\$529.99
52758	Republic Services #802	60	12/07/2023	\$1,426.50
52759	Republic Services Mt Olive Msw	2033	12/07/2023	\$1,019.37
52760	Tarrant Electric Department	111	12/07/2023	\$78.01
52761	United Way Of Central Alabama	241	12/07/2023	\$20.00
52762	We R Smart Llc	1887	12/07/2023	\$10,100.00
52763	Wells Fargo Vendor Fin Serv	1605	12/07/2023	\$511.88
Bank Total:				<u>\$126,996.72</u>
Bank Payment Count:				48

Bank Name **Bank Number**

General Fund

<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
52764	Earth Works Landscape Supply	3319	12/07/2023	\$850.00
52765	Willie Dove Door Company	1393	12/07/2023	\$300.00
Bank Total:				\$1,150.00
Bank Payment Count:				2

<u>Bank Name</u>	<u>Bank Number</u>			
E911 Account				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
5039	At & T	407	12/14/2023	\$382.40
Bank Total:				\$382.40
Bank Payment Count:				1

<u>Bank Name</u>	<u>Bank Number</u>			
General Fund				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
52766	Aaa Environmental Services	4	12/14/2023	\$441.91
52767	Action Tire Co.	8	12/14/2023	\$1,337.66
52768	Airgas Usa, Llc	309	12/14/2023	\$107.24
52769	Alabama Crime Victims Comp Com	156	12/14/2023	\$8.00
52770	Alabama Peace Officers Annuity	160	12/14/2023	\$20.00
52771	Alabama Power	12	12/14/2023	\$476.24
52772	Amazon Capital Services	1902	12/14/2023	\$271.99
52773	American Fidelity Assurance	1730	12/14/2023	\$2,327.64
52774	American Fidelity Assurance	1731	12/14/2023	\$1,132.00
52775	Avenu	1773	12/14/2023	\$52,170.36
52776	Baker & Taylor Entertainment	208	12/14/2023	\$23.97
52777	Barnes & Barnes Law Firm, P.C.	3257	12/14/2023	\$2,000.00
52778	Birmingham Water Works	16	12/14/2023	\$11,498.96
52779	Bsn Sports	1978	12/14/2023	\$255.56
52780	Circuit Clerk Judicial Adm Fund	1305	12/14/2023	\$6.99
52781	Coleman, Patrick	414	12/14/2023	\$119.99
52782	Finance Department, State	155	12/14/2023	\$5,462.00
52783	Full Moon BBQ	3321	12/14/2023	\$461.67
52784	Grainger	63	12/14/2023	\$149.42
52785	Greater Birmingham	1503	12/14/2023	\$2,313.54
52786	J.T. Smallwood, Tax Collector	237	12/14/2023	\$2,448.81
52787	Jefferson County Commission	1575	12/14/2023	\$81,669.07
52788	Jefferson County District	927	12/14/2023	\$79.75
52789	Legal Aid Society	152	12/14/2023	\$1,500.00
52790	Lexipol, LLC	3320	12/14/2023	\$11,309.77
52791	Massey,Stotser & Nichols, Pc	1906	12/14/2023	\$16,042.58
52792	Municipal And Commercial Uniform And Equipment, Inc.	134	12/14/2023	\$2,236.45
52793	O'rear Hardware	1855	12/14/2023	\$3,910.12
52794	Presiding Circuit Judge Admin	1985	12/14/2023	\$6.99
52795	Regions Bank	984	12/14/2023	\$1,100.00
52796	Rent One Llc	2020	12/14/2023	\$3,224.21
52797	Scout Sport Floors, LLC	3284	12/14/2023	\$55.00
52798	State Judicial Admin Fund	1304	12/14/2023	\$28.02
52799	State Of Alabama	1324	12/14/2023	\$1,232.68
52800	Stone & Sons Electrical Cont.	189	12/14/2023	\$1,013.70
52801	SUNBELT RENTALS, INC	3310	12/14/2023	\$136.63

52802	Texas Life Insurance Co.	1801	12/14/2023	\$154.80
52803	The C. BURRELL LAW GROUP, LLC	3183	12/14/2023	\$2,147.00
52804	WALDREP STEWART & KENDRICK, LLP	3156	12/14/2023	\$21,241.03
52805	We R Smart Lic	1887	12/14/2023	\$8,350.00
52806	Wright Specialty Insurance	2104	12/14/2023	\$9.00
Bank Total:				\$238,480.75
Bank Payment Count:				41

TARRANT ELECTRIC DEPARTMENT

VOUCHER LIST MONDAY, DECEMBER 18, 2023

GENERAL FUND

42732-42748	ACCOUNTS PAYBALE RUN	\$	6,818.13
42749	ACCOUNTS PAYBALE RUN	\$	11,836.10
42750-42765	ACCOUNTS PAYABLE RUN	\$	50,185.05

NET PAYROLL

Batch ID: CHK12072023KH
 Batch Comment:

Audit Trail Code: PMCHK0000983
 Posting Date: 12/6/2023

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42732	12/6/2023	0000000000012801	132	AMERICAN FIDELITY ASSURANCE	\$193.88
42733	12/6/2023	0000000000012802	1391	DOLPHIN PEST CONTROL	\$132.00
42734	12/6/2023	0000000000012803	15700	SOUTHERN CASH SOLUTION	\$60.00
42735	12/6/2023	0000000000012804	1601	ATKINS & GOOLSBY, INC	\$1,195.50
42736	12/6/2023	0000000000012805	1780	MASSEY, STOTSER & NICHOLS PC	\$1,170.00
42737	12/6/2023	0000000000012806	1941	RENT ONE LLC	\$20.54
42738	12/6/2023	0000000000012807	2449	PATRICK HOWLE	\$810.00
42739	12/6/2023	0000000000012808	9109	QUALITY PETROLEUM OF ALABAMA	\$1,009.46
42740	12/6/2023	0000000000012809	977	CHANTE K CROSBY	\$540.00
42741	12/6/2023	0000000000012810	989	SHRED-IT USA	\$112.25
42742	12/6/2023	0000000000012811	CSM001969	CALVIN MILNER	\$209.66
42743	12/6/2023	0000000000012812	CSM004355	QALESHA Q MADISON	\$373.48
42744	12/6/2023	0000000000012813	CSM006179	JESSICA L LARKIN	\$288.37
42745	12/6/2023	0000000000012814	CSM006344	ERIC FRANKLIN	\$359.70
42746	12/6/2023	0000000000012815	CSM006380	VITALINO CERESO JUAN Y JUAN	\$120.03
42747	12/6/2023	0000000000012816	CSM102044	BETSY HAGOOD	\$73.26
42748	12/6/2023	0000000000012817	CSM102740	SCHREE MORRIS	\$150.00

Total Checks: 17

Checks Total: \$6,818.13

System: 12/7/2023 2:09:21 PM
User Date: 12/7/2023

City of Tarrant Electric Depar
COMPUTER CHECK REGISTER
Payables Management

Page: 1
User ID: hamison

Batch ID: CHK120723HA
Batch Comment:

Audit Trail Code: PMCHK00000984
Posting Date: 12/7/2023

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42749	12/7/2023	00000000000012820	619	JEFFERSON CO. COMMISSION	\$11,836.10
Total Checks:	1			Checks Total:	\$11,836.10

Batch ID: CHK12142023KH
 Batch Comment:

Audit Trail Code: PMCHK00000985
 Posting Date: 12/13/2023

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42750	12/13/2023	00000000000012821	001756	SHUKRI MUWAKKIL	\$540.00
42751	12/13/2023	00000000000012822	110	ALTEC INDUSTRIES INC	\$2,953.50
42752	12/13/2023	00000000000012823	1120	CITY OF TARRANT	\$30,781.32
42753	12/13/2023	00000000000012824	1240	BIRMINGHAM WATER WORKS BOARD	\$106.38
42754	12/13/2023	00000000000012825	281	CAPE ELECTRICAL SUPPLY LLC	\$7,756.38
42755	12/13/2023	00000000000012826	336	CANNON TECHNOLOGIES INC.	\$4,399.20
42756	12/13/2023	00000000000012827	34	AMERICAN FAMILY LIFE ASSURANCE	\$46.44
42757	12/13/2023	00000000000012828	47	AIRGAS USA, LLC	\$93.31
42758	12/13/2023	00000000000012829	672	LIBERTY NATIONAL LIFE INSURANC	\$653.58
42759	12/13/2023	00000000000012830	675	LIGHT BULB DEPOT 6 LLC	\$433.50
42760	12/13/2023	00000000000012831	9205	Reeves Aerial & Utility Equipm	\$300.00
42761	12/13/2023	00000000000012832	CSM000046	KEITH GRIGLEN	\$58.73
42762	12/13/2023	00000000000012833	CSM003294	JOHN SHIPMAN	\$299.83
42763	12/13/2023	00000000000012834	CSM004759	ERICA MATTHEWS	\$1,276.65
42764	12/13/2023	00000000000012835	CSM005979	SFR3 LLC	\$355.41
42765	12/13/2023	00000000000012836	CSM006734	H & K REALTY LLC	\$130.82

Total Checks: 16

Checks Total: \$50,185.05

Batch ID: CHK12142023KH
 Batch Comment:

Audit Trail Code: PMCHK00000985
 Posting Date: 12/13/2023

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42750	12/13/2023	00000000000012821	001756	SHUKRI MUWAKKIL	\$540.00
42751	12/13/2023	00000000000012822	110	ALTEC INDUSTRIES INC	\$2,953.50
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42753	12/13/2023	00000000000012824	1240	BIRMINGHAM WATER WORKS BOARD	\$106.38
42754	12/13/2023	00000000000012825	281	CAPE ELECTRICAL SUPPLY LLC	\$7,756.38
42755	12/13/2023	00000000000012826	336	CANNON TECHNOLOGIES INC.	\$4,399.20
42756	12/13/2023	00000000000012827	34	AMERICAN FAMILY LIFE ASSURANCE	\$46.44
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42761	12/13/2023	00000000000012832	CSM000046	KEYTH GRIGLEN	\$58.73
42762	12/13/2023	00000000000012833	CSM003294	JOHN SHIPMAN	\$299.83
42763	12/13/2023	00000000000012834	CSM004759	ERICA MATTHEWS	\$1,276.65
42764	12/13/2023	00000000000012835	CSM005979	SFR3 LLC	\$355.41
42765	12/13/2023	00000000000012836	CSM006734	H & K REALTY LLC	\$130.82

Total Checks: 16

Checks Total: \$50,185.05

