

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE & PRAYER**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES** – December 5, 2022
5. **COMMUNICATIONS FROM THE MAYOR**
6. **EXECUTIVE SESSION**
7. **COMMITTEE REPORTS**
8. **OLD BUSINESS**
9. **NEW BUSINESS**

- A. Resolution No. 8970^b Resolution Authorizing Superintendent of the Tarrant Electric Department to Expend Funds for the 2022 Tarrant Electric Department Employees Holiday Luncheon – Sponsored by Councilmember Threadford – *Passed*
- B. Resolution No. 8971^b Resolution Declaring a Public Nuisance and Authorizing Building Inspections Officer David Casian – Sponsored by Mayor Wayman Newton *Pass*
- C. Resolution No. 8972 – Resolution Declaring a Public Emergency and Authorizing Preliminary Engineering and Emergency Repairs to Clow Road. – Sponsored by Mayor Wayman Newton *Pass*
- D. Resolution No. 8973 – Resolution Authorizing the Purchase of Caterpillar 299D Skid Steer. – Sponsored by Mayor Wayman Newton – *Pass*
- E. Resolution No. 8974 – Resolution Authorizing Stormwater Remediation at Intersection of East Lake Blvd & Woodrow Drive – Sponsored by Mayor Wayman Newton *PASS*
- F. Resolution No. 8975 – Resolution Authorizing Remediation and Repairs Due to Inadequate Stormwater Drainage for 57th Street North and Enfield Streets. – Sponsored by Mayor Wayman Newton – *Pass*
- G. Resolution No. 8976 – Resolution Authorizing Repairs and Maintenance of Public Rights-of-Way and Stormwater Drainage System for the 900 – 1100 Blocks of Birmingham Street. – Sponsored by Mayor Wayman Newton – *Pass*
- H. Resolution No. 8977 – Resolution Authorizing the Issuance of an Invitation to Bid for the Paving and Patching for Certain Roads Maintained by the City of Tarrant. – Sponsored by Councilmember Freeman – *Pass*
- I. Resolution No. 8978 – Resolution Authorizing the Donation of \$5,000 to the Tarrant High School Girls Basketball Team - Sponsored by Councilmember Freeman

J Resolution No 8979. Added

' A Resolution Authorizing the Donation of \$2500
to the Tarrant High School Boys Basketball
Team. ' → *Ill*

*Passed
w/ changes*

- J. Resolution No. 8979 – Resolution Authorizing the Donation of \$5,000 to the Tarrant High School Boys Basketball Team – Sponsored by Councilmember Freeman

10. PUBLIC COMMENTS

11. VOUCHERS & EXPENSES

12. ADJOURN

CITY OF TARRANT
COUNCIL MEETING MINUTES
DECEMBER 5, 2022
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday, December 5, at 7:00PM at City Hall.

Mayor Wayman A. Newton called the meeting to order at 7:00PM following the council work session on the agenda items.

Chief of Police Wendell Major lead those in attendance in the Pledge of Allegiance. Fire Lt. Patrick Bennett gave the invocation.

Councilor Threadford moved to appoint Michael Brymer, the city attorney who was present, as the acting city clerk for the meeting. Councilor Matthews seconded the motion. There was no discussion. All present voted in favor, and the motion was agreed to.

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

Councilor Deborah "Debbie" Matthews
Councilor Veronica Bandy Freeman
Mayor Wayman A. Newton
Councilor Traci B. Threadford
Councilor John T. "Tommy" Bryant

A quorum was determined to be present for the meeting.

The minutes from the November 21, 2022, regular meeting and the November 28, 2022, called meeting were submitted for approval. Councilor Threadford moved to approve the minutes. Councilor Matthews seconded the motion. Mayor Newton called for a roll call vote.

Yeas:

Councilor Deborah "Debbie" Matthews
Councilor Veronica Bandy Freeman
Mayor Wayman A. Newton
Councilor Traci B. Threadford
Councilor John T. "Tommy" Bryant

The motion was agreed to, and the minutes were approved as submitted.

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

The Mayor announced the date and time for the City of Tarrant City Hall and Tree Lighting on Monday, December 12, 2022, at 6:00PM. Santa Clause will be available on Christmas Eve beginning at dusk.

This ended the communications from the Mayor's office.

Next, the Mayor asked for any communications from any councilors present. There being none, the Mayor next asked if the council would like to go into executive session to discuss potential clerk candidates. Following a brief discussion, no motion was made to enter into executive session.

The Mayor then called for committee reports.

No committee reports were made.

There being no old business on the agenda for the Council to consider, the Council began consideration of new business.

Mayor Newton introduced and read Resolution No. 8968, A Resolution Authorizing the Purchase of E-Force (CAD, RMS, Jail, & Mobile) Software for the Tarrant Police Department. After introducing the resolution, Mayor Newton moved for its approval. Councilor Matthews seconded the motion.

After a brief discussion with Chief Majors, Mayor Newton called for a roll call vote:

Yeas:

Councilor Deborah "Debbie" Matthews
Mayor Wayman A. Newton
Councilor Traci B. Threadford
Councilor John T. "Tommy" Bryant

Councilor Veronica Bandy Freeman abstained from voting.

The yeas being four (4) and the nays being zero (0) with one (1) abstention, the motion to approve Resolution 8968 was agreed to and the Resolution adopted.

Councilor John T. "Tommy" Bryant introduced and read Resolution No. 8969, A Resolution Setting Forth the Official Holidays for the Employees of the City of Tarrant for the Year 2023. After being introducing the resolution, Councilor John. T. "Tommy" Bryant moved for its approval. Councilor Traci B. Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Deborah "Debbie" Matthews
Councilor Veronica Bandy Freeman
Mayor Wayman A. Newton
Councilor Traci B. Threadford
Councilor John T. "Tommy" Bryant

The yeas being five (5) and the nays being zero (0), the motion to approve Resolution 8969 was agreed to and the Resolution approved.

Councilor Tracie B. Threadford introduced and read Resolution 8970, A Resolution Altering the Signatories on the Tarrant Electric Department Account Reflecting the Change in Superintendent. After introducing the resolution, Councilor Traci B. Threadford moved for its approval. Councilor Veronica Bandy Freeman seconded the motion.

After some discussion, Mayor Newton called for a vote.

Yeas:

Councilor Deborah "Debbie" Matthews
Councilor Veronica Bandy Freeman
Councilor John T. "Tommy" Bryant

Nays:

Mayor Wayman A. Newton

Abstained:

Councilor Traci B. Threadford

The yeas being three (3) and the nays being one (1) with one (1) abstention, the motion to approve Resolution 8970 was agreed to and the Resolution approved.

Mayor Newton introduced Resolution 8971, A Resolution Authorizing the Expenditure of \$1,000 for the City of Tarrant Employee Christmas Luncheon. After being introduced, Mayor Newton

moved for its approval. Councilor Tracie B. Threadford seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor Deborah "Debbie" Matthews
Councilor Veronica Bandy Freeman
Mayor Wayman A. Newton
Councilor Traci B. Threadford
Councilor John T. "Tommy" Bryant

The yeas being five (5) and the nays being zero (0), the motion was agreed to and Resolution 8971 was approved.

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

Ms. Sandra Matthews spoke first regarding flooding issues in her yard at her residence on Lynnfield Circle. She expressed her appreciation for the city workers cutting and clearing the ditch, but that flooding was still a problem. The Mayor said he would look into what potential resolution could be made to address the problem. Councilor Threadford asked a member of the audience about some flooding issues around his residence.

Next, Mr. Church Winborn spoke regarding storm water drains getting stopped up due to leaves falling and getting washed or blown into the storm drain which causes the storm water drain to clog and flooding. Mr. Winborn asked about the City's leaf attachment that is used in the fall/winter. Councilor Threadford asked additional questions regarding the number of attachments and the City's public works trucks that can use the attachment.

Finally, Chief Majors thanked the council for passing Resolution 8968 allowing the police department to purchase updated software that is much needed. Chief Major also spoke about the crime commission along with street racing and traffic citations issued by the City of Birmingham for street racing.

That concluded comments from the public.

Next, Councilor Threadford moved to approve the vouchers and expenses as presented. Councilor Matthews seconded the motion. Mayor Newton called for a vote.

Yeas:

Mayor Wayman Newton
Councilor Debora "Debbie" Matthews

Nays:


Councilor Veronica Bandy Freeman
Councilor Traci B. Threadford
Councilor John T. "Tommy" Bryant

The yeas being two (2) and the nays being three (3), the motion was not agreed to and the vouchers and expenses were not approved.

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

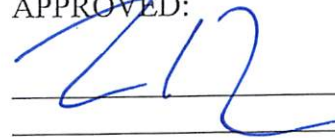
The meeting was adjourned at 7:47PM.

Respectfully submitted,


Michael Brymer
Acting City Clerk for the Dec. 5, 2022, City Council Meeting

READ AND APPROVED this the 19th day of December 2022.

APPROVED:



ATTEST:



Michael Brymer
Acting City Clerk

**CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA
RESOLUTION NO. 8970**

**A RESOLUTION AUTHORIZING THE SUPERINTENDENT OF THE TARRANT
ELECTRIC DEPARTMENT TO EXPEND FUNDS FOR THE 2022 TARRANT ELECTRIC
DEPARTMENT EMPLOYEES HOLIDAY LUNCHEON**

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, December 19, 2022 at 7:00 p.m. as follows:

Section 1. That the Superintendent of the Tarrant Electric Department, Tracie B. Threadford, is hereby authorized to expend \$450.00 for the 2022 Tarrant Electric Department Holiday Luncheon; and

Section 2. That said funds shall be made from the Tarrant Electric Operating account.

ADOPTED THIS THE 19TH DAY OF DECEMBER, 2022

APPROVED: _____

ATTEST: _____
Acting City Clerk



O' Taste & See, LLC

Timothy Powell
7001 Crestwood Blvd. Suite 1012
Birmingham, AL 35210
8504656072
mrtjp27@gmail.com

DATE
11/09/2022
DUE DATE
12/19/2022
BALANCE DUE
USD \$450.00

BILL TO

Tracy Threadford

Q 2057606919

Mrstraciebthread@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Tarrant Electric Department Menu Rice Pilaf Smothered Chicken Green Beans Banana Pudding Pound Cake Dinner Rolls Country Punch	\$450.00	1	\$450.00
TOTAL			\$450.00
BALANCE DUE			USD \$450.00

Payment Info

PAYMENT INSTRUCTIONS

Payment can be made with Cash, Visa/Debit, Credit as well.

BY CHECK

Make checks payable to Timothy Powell/ O' Taste & See, LLC

DATE SIGNED
12/13/2022

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8971

**A RESOLUTION DECLARING A PUBLIC NUISANCE AND
AUTHORIZING THE ENFORCEMENT OF CITY ORDINANCES
BY CITY OF TARRANT BUILDING OFFICIAL**

**SUBJECT PROPERTY ADDRESS: 1009 LINTHICUM STREET, TARRANT, AL
35217**

WHEREAS, 1009 Linthicum Street, Tarrant, AL 35217 is located within the corporate limits of the City of Tarrant; and

WHEREAS, after ongoing complaint from residents of the City of Tarrant, a visual inspection was conducted by the Building Inspections Official, David Casian; and

WHEREAS, during said visual inspection, the following violations were observed by the Tarrant Building Official and a Notice of Correction was issued (See "Statement of Facts" contained in Exhibit A and attached hereto):

1. Open storage of non-operational vehicles. (City of Tarrant Chapter 4, Section 4.11; Chapter 9, Articles 9.56 and 9.58, Code of Alabama §32-13-1(4)).
2. Occupied required yard space. (City of Tarrant Appendix A, Article 5, Section 5.03).
3. Commercial vehicles in residential zone. (City of Tarrant, Appendix A, Chapter 6, Section-16(f)(14)).
4. Open storage of goods (City of Tarrant, Chapter 4, Section 4.11); and

WHEREAS, due to the violations of City of Tarrant Code of Ordinances and applicable statutes of the 2021 Code of Alabama, the property located at 1009 Linthicum Street, Tarrant, AL 35217 constitutes a public nuisance and enforcement is due and necessary.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, December 19, 2022 at 7:00 p.m. as follows:

Section 1. That the City Council of the City of Tarrant hereby declares the property located at 1009 Linthicum Street, Tarrant, AL 35217 to be a public nuisance and enforcement of the City of Tarrant Code of Ordinances is due and necessary.

Section 2. That, the City Council of the City of Tarrant hereby authorizes the City of Tarrant Building Official to pursue enforcement of the City of Tarrant Code of

Ordinances as prescribed, including but not limited to the issuance of any and all administrative orders and citations.

ADOPTED this the 19th day of December, 2022.

APPROVED: 
WAYMAN NEWTON, MAYOR

ATTEST: 
Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael Byrner, the Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of December, 2022 while in regular session on Monday, December 19th, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 19th day of December, 2022.


Acting City Clerk

MICHAEL BRYMER
CITY ATTORNEY

WAYMAN A. NEWTON
MAYOR

LASHAWN PEGUES
CITY CLERK

CITY OF TARRANT

1604 Pinson Valley Parkway
P. O. Box 170220

Tarrant, Alabama 35217-0220
205/849-2800
Fax 205/849-2805

COUNCIL MEMBERS
CATHY ANDERSON
JOHN T. "TOMMY" BRYANT

COUNCIL MEMBERS
VERONICA BANDY FREEMAN
DEBORAH MATTHEWS

TRACIE B. THREADFORD
MAYOR PRO TEM

Date: 08/22/2022

Owner: Ellis Weatherspoon

Address: 1009 Linthicum St Tarrant AL. 35217

Re: Property Violation at 1009 Linthicum St

Tax Parcel I.D.: # 23 00 08 1 024 001.000

NOTICE OF VIOLATION

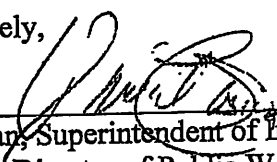
Compliance Date: December 29, 2022

Property Owner:

In accordance with the CODE OF ORDINANCES CITY OF TARRANT ALABAMA, Sec. 4-110; on 11/23/2022, a site visit was conducted regarding a citizen complaint at 1009 Linthicum St, to verify alleged Violations. The property consists of an approximate 30'X50' Single Family Dwelling, type V construction, R-3 occupancy with open parking. The complaint was verified in violation of the Code of Ordinances of the City of Tarrant, constituting a public nuisance and or an attractive nuisance and a threat to the local residences and the community and constituents of the City of Tarrant.

The Charging sections of the City of Tarrant are provided as attached, followed by repair/correction requirements.

Sincerely,



David Casian, Superintendent of Inspection/
Director of Public Works

NOTICE TO COMPLY

INSPECTION DIVISION

ATTACHMENT**TARRANT MUNICIAPAL CODE****ARTICLE I. - IN GENERAL**

- Sec. 4-1. - Building Inspector Official—Office created.
- Sec. 4-2. - Same—Enforcement of codes.
- Sec. 4-3. - Same—Given power of police officer; right-of-entry.
- Sec. 4-11. - Care of premises.
- Code of Alabama Title 32; Sec. 32-13-1 (4) - non-operational vehicle
- Article II Chapter 9 art 2 Div. 2 Sec. 9-56 and 9-58 – Vehicles Parking
- Appendix A art 5 sec. 5.03 - Zoning
- Article 6 – Home Occupation
- Article 7 Sec. 7.01, 7.02, 7.04, 7.07 – Off Street Parking
- Chapter 9 Art 1 Sec. 9-2 Nuisances

REQUIREMENT:

In accordance with Chapter 9: Article I: Section 9-2, of the Code of Ordinances of the City of Tarrant your property constitutes a public nuisance and as such is a violation of said Tarrant City Ordinance. This nuisance is also an illegal use of land of the Tarrant City Ordinance and must be abated. The violations that exist are:

- Open storage of non-operational vehicles
 - Any vehicle that is not in running condition (can be moved under its own power is non-operational
 - Any vehicle that is not currently registered with the State of Alabama is non-operational
- Occupied required yard space
 - There are specific yard requirements per each designated zone that cannot be occupied by anything.

NOTICE TO COMPLY

INSPECTION DIVISION

- Vehicles are currently occupying these required spaces; vehicles must be within a storage building; operational vehicle are permitted to be parked in the residence driveway
- Commercial vehicles in a residential zone
 - Residential zones are restricted to vehicle length and weight capacity
- Open storage of goods
 - Open storage of goods / trash or debris is a violation within the residential zone

Failure or refusal to abate the nuisance by the compliance date, will lead to further legal action which may be punishable by a fine of up to \$500.00 per violation. Every day the violation continues constitutes a separate offense for which a fine may be imposed. Additionally, the city will hold a public hearing regarding the nuisance. The City may abate the nuisance or may file a lawsuit to abate the nuisance; which, the total expense will be assessed against property. A site visit must be conducted to verify compliance of this Notice of Violation.

Your immediate compliance with the City of Tarrant's nuisance ordinance is respectfully requested. To assist us in responding to your questions or concerns, **we further request that all communication with this department be made in writing at the address listed above and include your telephone number.**

CITY OF TARRANT
BUILDING INSPECTIONS
205-849-2800



Correction Notice

Job Located at 1009 LINTHICUM

I have this day inspected this structure and these premises
and have found the following violations of City and/or State laws
governing same:

- 1 DISCONTINUE COMMERCIAL
TOW SERVICE IN RESIDENTIAL
ZONE
- 2) REMOVAL ALL VEHICLES
NOT REGISTERED TO PRINCIPAL
PROPERTY
- 3) REMOVE ALL NON-CF VEHICLES

You are hereby notified that the above corrections are to be
made before proceeding with additional work. When corrections
have been made, call for inspection.

Inspector for Building Dept. D. CASIN

Date 11-23-22

Inspector's Phone

DO NOT REMOVE THIS TAG

1009 LINTHICUM ST



PHOTOS DEPICT ZONING VIOLATIONS: OPEN STORAGE; LAND USE; AND PARKING

1009 LINTHICUM ST



1009 LINTHICUM ST



1009 LINTHICUM ST



1009 LINTHICUM ST



1009 LINTHICUM ST



1009 LINTHICUM ST



1009 LINTHICUM ST



City of Tarrant
Service Request Form

Name

Mailing Address:

Phone Number:

Email:

Date:

12/15/22

Time:

2:58 pm

Location/Site of problem (if applicable): 1808, 1812, 1009 Day Ave

Description of Service/Action Requested: Resident believes 1808 & 1009 Day

Are not paying for trash pick up and are both dumping trash and the city is constantly having to pick it up. 1812 Day has buses, old cars, & tow trucks in an empty lot and rats are coming from there. 1812 has a tiny house on the lot

FOR OFFICE USE ONLY

Receiving Employee:

Action Taken:

Citizen Notified:

Date

Time

Employee

Form of Confirmation Notice: ☒ Letter

☒ Telephone

☒ Email

Department Head

City Clerk/Deputy Mayor

Mayor

☒ City Hall Copy

☒ Department Copy

☒ Citizen's Copy

STATEMENT OF FACTS

ON NOVEMBER 21, 2022, I RECEIVED 2 COMPLAINTS FROM CONSTITUENTS REGARDING A PUBLIC NUISANCE LOCATED AT 1009 LINTHICUM ST. THE ALLEDGED VIOLATION WAS A TOW/VEHICLE REPAIR BUSINESS, IN OPERATION ALL HOURS DAY AND NIGHT. THE COMPLAINT WAS RECORDED FOR AN ENFORCEMENT INVESTIGATION.

ON NOVEMBER 23, 2022, 3 MORE COMPLAINTS WERE RECEIVED REGARDING THE SAME ALLEDGED VIOLATION. AND A SITE VISIT INVESTIGATION WAS CONDUCTED.

SITE OBSERVATION DISCRPTION

THE SITE CONSISTS OF A SINGLE-FAMILY DWELLING (SFD), TYPE V CONSTRUCTION, R-3 OCCUPANCY LOCATED IN A R-HD ZONE; THE SITE IS SITUATED ON A CORNER LOT OF LINTHICUM AND DAY STREETS, GIVING THE SITE 2 FRONT YARDS. I OBSERVED IN THE FRONT YARD, (ON THE DAY ST. SIDE) A YELLOW SCHOOL BUS FACING A BOAT ON THE SIDE YARD WHICH IS A CONTINIENCE BEYOND THE 20" FRONT-YARD REQUIREMENT ON A CORNER LOT. IN THE REAR-YARD (DAY ST) SIDE-YARD (LINTHICUM ST) ARE SEVERAL CARS IN VARIOUS STAGES OF REPAIR OR NON-OPERATIONAL CONDITION (BASED ON APPEARANCES FROM A DISTANCE. OPERATIONAL VEHICLES WERE ALSO LOCATED ON THE LOT IN VARIOUS AREAS AND NOT IN THE DESIGNATED PARKING LOCATIONS; ALL OF THIS VALIDATED THE COMPLAINTS AS PROPERTY AND ZONING USE VIOLATIONS.

EVENTS FOLLOWING INITIAL OBSERVATION

I ENTERED THE SITE ON HE DAY ST SIDE THROUGH AN OPEN GATE ON A CONCRETE PATH THAT LED TO AN ENTRANCE DOOR TO THE SFD. SEVERAL PEOPLE WERE IN THE YARD AREA CONVERSING AND ASKED ME WHAT I WAS DOING THERE, IIDENTIFIED MYSELF AS TO WHO WAS AND STATED I WAS LOOKING FOR THE SITE OWNER. A WOMAN CAME OUT OF THE HOUSE STATING THIS IS HER HOME I ATTEMPTED TO EXPLAIN I HAD RECEIVED COMPLAINTS REGARDING HER PROPERTY REGARDING VEHICLE RFEPAIR AND TOW ACTIVITY; SHE BECAME AGRESSIVE AND ELIVATED HER TONE EXPRESSING I HAD NO BUSINESS IN HER YARD AND TO LEAVE.

A MAN EXITED THE HOUSE (WHO I HAVE SPOKEN TO PREVIOUSLY ABOUT HIS VEHICLES OCCUPING ANOTHER PROPERTY NOT ASSOCIATED TO HIS) FROM THE SAME DOOR AND AGRESSIVELY APPROCHED ME IN WHAT I FEEL WAS AN ATTEMPT TO INTIMMINATE ME. WHEN I ATTEMPTED TO DISCUSS THE VIOLATION WITH HIM, HE BEGAN TO SHOUT AT ME TELLING ME I HAD NO ATHORITY SHOUTING "THIS IS PRIVATE PROPERTY, GET THE FUCK OFF MY PROPERTY". I ATTEMPTED TO EXPLAIN I HAVE THE SAME RIGHTS AS A POLICE OFFICER TO BE

NARRITIVE/STATEMENT OF FACTS

INSPECTION DIVISION

ON HIS PROPERTY HE SAID "GIVE ME SOMETHING IN WRITING" I STATED I AM GIVING VERBAL NOTICE, AGAIN HE YELLED "GET THE FUCK OFF MY PROPERTY" I MADE SEVERAL ATTEMPTS TO GET HIM TO CALM DOWN AT NO AVAIL AND WAS LEFT WITH NO OPTION BUT TO REQUEST PD SUPPORT. AFTER PD ARRIVED, I WAS ABLE TO GENERATE A CORRCION NOTICE GIVING 48 HOUR TO CORRECT THE VIOLATION, HANDED IT TO THE OWNER IN THE PRESENCE OF PD; THE SITE OWNER HAD DEMANDED ORDANCE AND CODE NUMBERS HE WAS BEING CHARGED WITH; THIS IS A CURTISEY NOTICE THE SAME AS A VIOLATION WARNING ISSUED BY PD; HOWEVER, IF HE WOULD LIKE TO COME TO MY OFFICE ON MONDAY AFTER THE THANKSGIVING HOLIDAY I WOULD PROVIDE HIM THOSE NUMBERS, HE STATED "I'LL BE THERE". I LEFT THE SITE.

CONTINUATION OF ENFORCEMENT

ON NOVEMBER 30, 2022, THE SITE OWNER DID NOT COME TO MY OFFICE TO FURTHER DISCUSS THE OBSERVED VIOLATIONS AND CHARGING SECTIONS OF THE TARRANT CITY ORDANCE. A DRIVE-BY WAS CONDUCTED TO OBSERVE COMPLIANCE OF THE ISSUED CORRECTION NOTICE. THE REASON A DRIVE-BY WAS PERFORMED AND NO A SITE VISIT WHICH IS STANDARD OPERATING PROCEEDURE, IS FOR PERSONNEL SAFETY DUE TO THE PREVIOUSLY DISPLAYED AGRESSION EXPERIENCED FROM THE INITIAL SITE INVESTIGATION. THE DRIVE-BY VERIFIED NO COMPLIANCE TO THE CORRECTION NOTICE 48 HOUR TIME LINE.

(PHOTOGRAPHIC EVIDENCE WAS COLLECTED FOR DOCUMENTED PROOF OF CONTINUED VIOLATION)

TOPIC IN QUESTION

ATHORITY OF THE BUILDING INSPECTION SUPERINTENTENT

Sec. 4-1. - Building inspector official—Office created.

Sec. 4-2. - Same—Enforcement of codes.

The building inspector official shall enforce the provisions of the various codes adopted by reference herein, except as otherwise provided.

Sec. 4-3. - Same—Given power of police officer; right-of-entry.

The building inspector official and such other persons as may be designated as enforcing officers of the provisions of this chapter, are hereby authorized and directed to enforce all of the provisions of this chapter and for such purpose shall have the powers of a police officer. Such officer or any authorized representative may enter any building or premises for the purpose of inspection or to prevent violation of the provisions of this chapter, upon presentation of the proper credentials

I announced myself at the site in addition, my shirt clearly depicts the jurisdiction, my name and my title.

NARRITIVE/STATEMENT OF FACTS

INSPECTION DIVISION

THE LACK OF COMPLIANCE TO THE PREVIOUSLY ISSUED CORRECTION NOTICE JUSTIFIES THE ISSUANCE OF A "NOTICE OF VIOLATION" (NOV) WHICH WAS GENERATGED, MAILED BY CERTIFIED MAIL, AND HAND DELIVERED. THE NOTICE COMPLIANCE TIME IS SET FOR DECEMBER 29, 2022.

THE VIOLATIONS OBSERVED AND CHARGING SECTIONS ARE AS FOLLOWS:

Sec. 4-11. - Care of premises.

(a) It shall be unlawful for the owner or occupant of a residential building, structure, or property to utilize the premises of such residential property for the open storage of any abandoned motor vehicle, ice box, refrigerator, stove, glass, building material, building rubbish or similar items. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such residential property clean and to remove from the premises all such abandoned items as listed above, including but not limited to weeds, dead trees, trash, garbage, etc., upon notice of the city inspector.

Violation: Open storage of abandoned vehicles (by definition any vehicle that cannot be legally operated on city, county and state highways, streets and roads is considered abandoned) and non-Operational vehicles on the site.

Sec. 4-4. - Technical codes—Adopted by reference.

(10) 2021 ICC International Property Maintenance Code (IPMC)

302.8 Motor Vehicles Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.

Violation: Open storage of abandoned vehicles (by definition any vehicle that cannot be legally operated on city, county and state highways, streets and roads is considered abandoned) and non-Operational vehicles on the site.

SITE ZONING DESIGNATION

Sec. 5.03. - R-HD High-Density Single-Family Zone.

This zone exists for the protection of areas, which are, or are planned to be, developed for high-density single-family dwellings, duplexes and non-residential uses that support and harmonize with high-density single-family residential development.

(a) Permitted uses.

(1) Accessory buildings, subject to section 4.03.

(2) Detached single-family dwellings.

NARRATIVE/STATEMENT OF FACTS

INSPECTION DIVISION

- (3) Gardens.
- (4) Parks and playgrounds.
- (5) public buildings (low-intensity only).
- (6) Signs, subject to Article 8.

Violation: Property used for commercial business operations i.e. Towing service and automotive vehicle repair

(d) *General lot and open space requirements.* (Applicable to all developments.)

- (1) Min. Lot Area—7,000 sf.
- (2) Min. Lot Width—50 ft.
- (3) Min. Open Space—40%.
- (4) Min. front yard setback—20 ft, see also section 4.05.
- (5) Min. side yard setback—5 ft.
- (6) Min. rear yard setback—25 ft.
- (7) Min. primary front yard (standard corner lots)—20 ft, see also section 4.05.
- (8) Min. secondary front yard (standard corner lots)—10 ft.

(g) *Parking regulations.* Refer to Article 7.

Violation: Required open space occupied; required yards are occupied by vehicles; Parking space exhausted by commercial vehicle (Flatbed Tow-truck). Sec. 6.16. - Home occupations, subsection (e) clearly state:

Uses not permitted as home occupations. The following uses shall not be permitted as home occupations in residential zones, except as otherwise permitted within an AG Zone:

- (9) Minor or major repair, detailing, or painting of engines (small or large), vehicles, trailers, or boats

(19) *Towing*

Sec. 4.05. - Area and dimensional requirements.

Standard corner lots shall be considered to have a primary front yard and a secondary front yard and the setback for each shall be as required by the applicable zone. Non-standard corner lots in single-family residential zones shall be considered to have two front yards and the setback for each shall be as required for front yards in the applicable zone.

Sec. 7.01. - Off street parking.

NARRATIVE/STATEMENT OF FACTS

INSPECTION DIVISION

There shall be provided, at the time of the erection of any building or at the time any principal building is enlarged or increased in capacity by adding dwelling units, guest rooms, seats, or floor area, or before conversion from one (1) type of use or occupancy to another, permanent off-street parking in the amount specified in this article. Such parking space may be provided in a parking garage or parking lot or in driveways serving single-family dwellings and duplexes. Parking facilities provided in accordance with the terms of this ordinance shall not subsequently be reduced below the requirements of this ordinance or subsequent amendment thereto.

Violation: off-street parking does support the needs of the site in question

Sec. 7.04. - Design requirements.

(c) For single-family dwellings, duplexes and triplexes, parking shall be permitted on driveways; however, no vehicle parked on a driveway shall extend into the right-of-way or block pedestrian travel on a sidewalk. For all other uses, the use of required setbacks for parking shall be restricted according to the provisions of the applicable zone and the buffer requirements of the applicable zone or use.

(1) Parking spaces, on other than an approved driveway, shall be prohibited within the required front yard in a residential zone.

(2) In the case of corner lots, parking aisles and maneuvering areas shall be prohibited along any street frontage and within any zone, where the corner lot adjoins, whether abutting or separated by an alley, a zone where front yard parking is prohibited.

Violation: Vehicles are parked in the required front-yard of a corner lot

STATEMENT OF FACTS CONTINUED

ON NOVEMBER 15, 2022, A NEW COMPLAINT WAS RECEIVED REGARDING ALLEDGE VIOLATIONS LOCATED AT 1009 LINTHICUM ST. THE COMPLAINT ADDRESSED THE SAME VIOLATIONS NOTED ON THE NTC AND ADDITIONAL VIOLATION OF DUMPING TRASH/GARBAGE IN THE STREET THAT EXHAUST CITY SERVICES FOR PICK-UP. THIS COMPLAINT ALSO ADDRESS A VACANT LOT ON DAY ST ADJACENT TO THIS SITE; I HAVE PREVIOUSLY SPOKEN TO THE VIOLATOR REGARDING THIS SITE; HOWEVER, THE SITE OWNER CONTINUES TO VIOLATE THE CITY ORDANCE AS NOTED. (PHOTOGRAPHIC EVIDENCE WAS COLLECTED FOR DOCUMENTED PROOF OF CONTINUED VIOLATION)

NARRATIVE/STATEMENT OF FACTS

INSPECTION DIVISION

Statement of Facts

Witness to Events

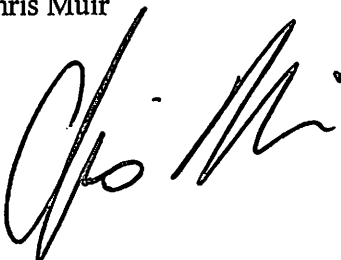
On November 23, 2022, David Casian and I drove to 1009 Linthicum Street on a complaint of abandoned vehicles at said address. When we arrived, we both got out of the truck and entered the site through a gate at the Day Street entrance of the property. A woman immediately came out of the back door and asked what we were doing there. David Casian informed her of the above complaint and instructed her that the abandoned cars could not stay on the property.

A male (Later identified as Ellis Weatherspoon / site owner) came out the back door and told David to "get the fuck off of his property." David told him that he had the right to be on the property to do an investigation of alleged complaints. Mr. Weatherspoon told him that all of the vehicles were his and or his sons. Mr. Weatherspoon then jumped up on the back of a boat trailer and told David to get off of his fucking property. David instructed me to call Tarrant PD.

While I was calling Tarrant PD, a neighbor came out of her house and started filming the altercation on her phone. She told me "You better go get your boy before he gets fucked up". She asked me who I was and what I was doing there. I told her my name is Chris Muir and I'm in training.

Tarrant PD arrived and told Mr. Weatherspoon (site owner) that David had the right to be on the property to do an inspection. David told the Mr. Weatherspoon that he could come to City Hall and meet with him the following Monday about the City Ordinance violations. Mr. Weatherspoon said that he would be there; we got back in our vehicle and went back to City Hall.

Chris Muir

A handwritten signature in black ink, appearing to read 'Chris Muir', with a stylized, cursive script.

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8972

**A RESOLUTION DECLARING A PUBLIC EMERGENCY AND
AUTHORIZING PRELIMINARY ENGINEERING AND
EMERGENCY REPAIRS TO CLOW ROAD**

WHEREAS, Clow Road is located within the corporate limits of the City of Tarrant and is utilized on a daily basis by local industry, residents and for community recreation.; and

WHEREAS, after complaints from both industry and community residents, a visual inspection was conducted by the Building Inspections Officer, David Casian and the Public Works Department.; and

WHEREAS, during said visual inspections, it was noted that a large section of the road-bed supporting Clow Road has been undermined due to erosion caused by stormwater infiltration and improper drainage on City right-of-way.; and

WHEREAS, said stormwater infiltration and erosion has threatened the integrity and stability of said section of Clow Road which is now in imminent danger of collapse constituting a danger to public safety; and

WHEREAS, due to said danger, Sain Engineering was contacted to provide emergency consultation regarding the imminent threat of collapse and an estimated cost of engineering services to determine the best course of action for damage mitigation and repair. Said estimate is hereby attached as Exhibit A.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, December 19, 2022 at 7:00 p.m. as follows:

Section 1. That the City Council of the City of Tarrant hereby finds that a portion of Clow Road is in imminent danger of collapse and same constitutes a public emergency, as such collapse would be detrimental to both local industry and residents.

Section 2. That, pursuant to the review of the attached proposal by the City Council of the City of Tarrant, AL, the Mayor is hereby authorized to enter into an agreement with Sain Engineering to provide emergency engineering services to determine the best course of action for long-term stabilization and repairs to Clow Road.

Section 3. That the Mayor is hereby authorized to immediately expend funds not to exceed \$12,000 for temporary stabilization and remediation of those portions of Clow Road subject to collapse and to mitigate further damage and/or threats to safety and property.

Section 4. That said funds shall be paid from the City's General Fund.

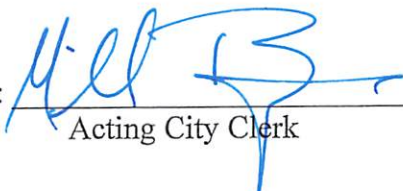
ADOPTED this the 19th day of December, 2022.

APPROVED:



WAYMAN NEWTON, MAYOR

ATTEST:


Acting City Clerk

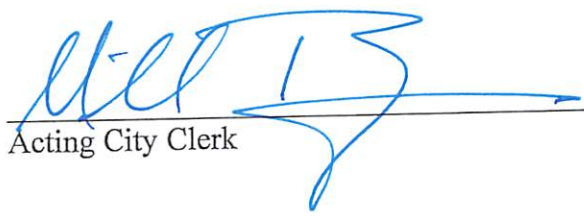
CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael Boyan, the Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of December, 2022 while in regular session on Monday, December 19th, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 19th day of December, 2022.


Acting City Clerk

December 9, 2022

Lisa Baker
City of Tarrant
1133 East Lake Blvd
Tarrant, AL 35217



SAIN
ASSOCIATES

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

**SUBJECT: Drainage Improvement on Clow Road
SA Project # 22-0279**

Dear Lisa:

We appreciate the opportunity to submit this proposal for Civil Engineering and Survey Services related to a drainage and slope stability issue at Clow Road in Tarrant. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The following is our understanding of the project:

- The American Lumber Company south of Clow Road has experienced flooding in their paved storage yard, and the city has been working with them to improve drainage around the perimeter of their facility.
- Clow Road has shown signs of instability and the slope between the pavement and the lumber yard has been moving and washing down the hill. This slope needs to be stabilized which will involve drainage improvements at the top of the hill.
- Sain Associates will engage Atlas to provide geotechnical engineering and soil bores along Clow Road and the edge of the lumber yard. This recommendation will be used as a basis of design for a retaining wall or other structure to stabilize the hill.
- Sain Associates will provide topographic survey and civil engineering design plans to assist you in preliminary pricing and pursuit of a grant to fund the project.
- Once the grant is awarded, Sain Associates will prepare a bid package and assist you in obtaining competitive bids for the project. We will collaborate with you to develop the bid packages and use City documents if desired. Once the bids are received, we will tabulate the bids and make recommendations for the successful bidder. During construction, we will be available to review pay applications and answer RFI's.

Scope of Services

STEP 1:

GEOTECHNICAL EXPLORATION

In general, the scope of services of this geotechnical exploration includes drilling soil test borings to sample the subsurface soils, associated geotechnical laboratory testing, geotechnical engineering slope stability and pavement analyses, as well as applicable recommendations.



FIELD INVESTIGATION

To determine the quantity, depth, and location of the test borings, Atlas not only conducted a site reconnaissance to evaluate the site layout and topography, but also reviewed the site geology, which plays a critical factor in slope stability analysis. The site is located within an area influenced by three different geological formations: Conasauga Formation (Ec), Red Mountain Formation (Srm), and Knox Group undifferentiated (Oek) (see Figure 3 below). The Conasauga consists of limestone and shale; the Red Mountain is comprised of iron-rich sandstone, siltstone, and shale; and the Knox is made up of cherty limestone and dolomite. Soil and rock derived from these formations behave differently while undergoing erosion and contribute differently to the structural stability (or instability) of a slope.

BORINGS AND DEPTHS

To assist in conducting a pavement investigation of Clow Road, as well as a slope stability analysis of the adjacent slope, Atlas proposes to drill a maximum of 10 soil test borings (see Figure 3 below for a proposed boring location plan).

- Five (5) borings proposed along Clow Road are to be drilled to maximum depths of 10 to 35 feet below existing ground surface (ft-begs), or auger refusal, whichever comes first. The shallower borings will likely be completed near the eastern end of the Clow Road project site.
- Five (5) additional borings are to be drilled at the toe of the Clow Road slope, within the American Lumber laydown yard, to maximum depths of 15 to 20 feet below existing ground surface (ft-begs), or auger refusal, whichever comes first.

While it would be ideal to complete borings within the face of the slope itself, given the considerable amount of surface erosion, the steepness of section of the slope, and concerns with de-stabilizing the slope with grading operations to bench access into the slope, intermediate borings were not considered.

Please note, boring depths and spacing planned for this project should be sufficient to obtain construction excavation information for the areas explored by the borings. However, should subsurface conditions necessitate deeper or additional borings, Atlas will contact the client for authorization to extend the drilling depths and/or increase the number of borings.

BORING LAYOUT AND ACCESS

Prior to drilling, Atlas personnel will conduct a site reconnaissance and stake the proposed boring locations. The client should provide Atlas with any information they have regarding the location of underground utilities within the project site (Clow Road and American Lumber areas). Atlas will not accept responsibility for the disruption or repair of subgrade utilities at approved drilling locations.

This proposal is based on Atlas providing layout of the borings and confirmed by the client for this project with all boring locations being readily accessible to normal truck-mounted equipment. Special assistance required providing access to the project site will result in additional charges, which will be provided to the client prior to proceeding.



In addition, some of the drilling operations will likely take place on a city or county roadway or its right-of-way (B-1 through B-5). Atlas understands that the client will secure the appropriate authorization from the appropriate authorities and determine the applicable traffic control requirements. Atlas understands that no specific permits would be required since Atlas was a subconsultant to the Client. To address traffic safety issues while drilling Borings B-1 through B-5 on Clow Road, Atlas plans to take safety precautions, such as employing a flag crew and the use of appropriate signage. Costs associated with these listed safety precautions are included in this proposal. Any additional safety precautions that are required/requested beyond those listed in this proposal will incur additional charges.

UNDERGROUND UTILITY CLEARANCE

Prior to the initiation of subsurface exploration activities, Atlas will contact the local "call before you dig" service (Alabama OneCall) and request that they mark known public underground utilities. Atlas recommends that the private utilities be located by the client. The associated costs for private utility location are not provided in this proposal. However, these costs can be provided upon the client's request. An additional markup will be added if the utility locate is performed under Atlas. If all utilities are not located properly, Atlas will not accept responsibility for the disruption or repair of sub-grade utilities at the project site.

DRILLING AND SAMPLING

Drilling and sampling will be performed in accordance with generally accepted procedures including, but not limited to those prescribed by the American Society for Testing and Materials (ASTM). Pertinent observations and/or classifications of the subsurface materials and conditions will be conducted as well. We will take samples at predetermined intervals for the full length of the borings. Soil samples will be removed from the sampler in the field, visually classified by field personnel, and placed in sealed plastic bags to reduce moisture loss during transport to the soils laboratory. The boreholes will be monitored for groundwater during and immediately after drilling, and its depths will be recorded. After the final water level check, the boreholes will be abandoned with auger cuttings.

Encountering bedrock within the estimated drilling depths could affect the construction procedures, schedule, and cost. However, given the uncertainty of not only encountering auger refusal, but also determining the actual depths to auger refusal in any of the soil test borings, the cost of rock coring is not included in this proposal. Therefore, Atlas will contact the client before proceeding with any rock coring, if required.

LABORATORY TESTING

The engineering services will include limited laboratory testing of the samples obtained to evaluate the classification and other characteristics of the subsurface materials involved. Testing will be conducted in accordance with generally accepted standard procedures including, but not limited to those prescribed by ASTM standards. The proposed laboratory testing for the subgrade soils includes moisture testing, gradation analysis, Atterberg Limits (for plasticity testing).



The extent of any additional laboratory testing will depend on the nature of the soils encountered in the borings. If soft soils are encountered, Shelby tubes will need to be advanced to sample the soils, and testing for consolidation, swell, or compression strength. *However, Atlas will contact the client before proceeding with this additional sampling and testing.*

ENGINEERING ANALYSES & REPORTING

The results of the geotechnical field exploration and laboratory testing programs will be evaluated to determine the integrity of the subgrade underlying Clow Road, as well as the structural stability of the existing slope from Clow Road to the American Lumber property, to provide appropriate recommendations pertaining to remedial measures. The test results, conclusions, and recommendations will be presented in an engineering report. The report will be submitted electronically, in .pdf format. The report will include the following:

Field and laboratory test procedures and results;

- Site geology
- A boring location plan
- Slope stability analysis and remedial measures
- Pavement section recommendations; and Site preparation and construction recommendations.

TOPOGRAPHIC SURVEY

Field locations and office work will be performed in order to prepare a topographic survey of the area as indicated on the attached Exhibit A. Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Where accessible, visible drainage structures will be shown indicating size and type of pipe and pipe directions and invert elevations. Visible improvements will be shown, including buildings, walls, fences, sidewalks, curbs, parking areas, and paved areas. Landscaped areas and tree lines will be shown on survey, and individual shrubs and trees will NOT be shown on survey. Overhead utilities, utility poles, transformers, meter boxes, guy wires, and other visible utility features will be located and shown on the survey. Utility locate request will be made to 811 and any utilities marked by these requests will be shown on the survey. Please note that line locators often refuse to mark survey tickets. In addition, line locators often refuse to mark utilities outside the limits of public Right-of-Way. In the event the utilities are not marked within seven days of the request, a note will be shown on the survey indicating the ticket numbers supplied by Alabama 811. Please note that portions of the survey area lie within the limits of private property. Sain will attempt to get permission to access these properties while in the field, however we will not make multiple attempts, send letters, call, or otherwise attempt contact to get the necessary permissions. If we cannot obtain their permission, we will contact you for assistance or will not show this information on the survey.

CIVIL ENGINEERING CONSULTING PRELIMINARY ENGINEERING

Sain Associates will provide survey and preliminary engineering design for the purposes of preparing a grant application which will include a preliminary cost estimate for the project. We will collaborate with the City and grant writer as needed to complete the application.



STEP 2:
FINAL CONSTRUCTION PLANS BID PACKAGE.

The following design elements will be provided:

- Layout Plan – We will show horizontal controls of site-related changes. We will show locations of the proposed retaining wall, pavement, curb & gutter, striping, guardrail, directional arrows, and MUTCD signage. Please note that this plan is not intended to be a construction stakeout plan. A stakeout plan can be prepared as an additional service for the contractor, if necessary.
- Grading and Storm Drainage Plan – We will show the spot elevation and/or contours for the existing and new grading in the areas to be improved. We will show a plan and profile of the proposed retaining wall including typical cross sections through the wall. We will coordinate the wall installation with drainage from Clow Road, and we will direct drainage around the lumber yard to reduce flooding. We have not included the design of a detention pond.
- Erosion and Sedimentation Control Plan – We will prepare a Storm Water Pollution Prevention Plan for the treatment necessary for prevention of excessive erosion in accordance with State and local requirements. We will coordinate with you to make an online application with ADEM for issuance of an NPDES construction permit.
- Sections and Details – We will include site work details for the items we design such as typical sections, erosion control, etc. We will use Sain's standard text structure and format.
- Site Work Specifications – We will include technical specifications for the site work items we design. We will use Sain's standard text structure and format.
- Meetings – We have included time for up to six (6) team meetings in Tarrant. We can attend periodic conference calls or Go-To meetings during our design but have not included time for attendance for excessive (e.g. weekly) meetings after the civil design is complete. If such attendance is needed, we can handle on an hourly basis. During construction we can be available for conference calls or site meetings on an hourly basis.
- Revisions to Plans - Once we have begun final design plans, any revisions requested will be outside the basic service and performed in accordance with the hourly rate schedule enclosed. We will notify you prior to beginning any such additional work to adjust our fee and schedule. We would proceed when we have clear written authorization from you.

We generally provide one hard copy of the plans, pdf files, and the final cad file upon completion of design.

Because we offer stakeout services to sitework subcontractors, we do not typically provide electronic design files in dwg format to sub-contractors during the bid process. However, for this design team, if needed, a dwg file can be made available to the sub-contractors upon execution of our Electronic File Transfer Agreement. The file would be provided in Sain's current design software format only. We would request that sitework subcontractors be directed to Sain for stakeout services during construction.

CIVIL PERMITTING

We will submit our design plans to and coordinate with the City of Tarrant and local utility companies for their review and approval. We have included time to make reasonable plan revisions if required by governing authority review. We will also prepare the required submittal package to ADEM for issuance of an NPDES permit. We will coordinate with you for application to ADEM, and we will address comments as needed to obtain approval. We will also coordinate with the utility companies for our improvements.



BIDDING

We will collaborate with the City to prepare a bid package, and we will coordinate with you for advertisements. This bid package will be based upon standard AIA bid documents. We will facilitate the bid opening and tabulate the bids. We will give you recommendations for the successful bidder.

CONSTRUCTION COORDINATION

We will be available to assist you with construction-related questions or coordination when expressly requested by you and such request states with specificity what you wish for us to observe. This assistance could be for site meetings, pay applications, construction observations, final punch, review of contractor RFIs, shop drawings, etc. We have estimated that up to 5 site visits would be reasonable to review site work activates and answer questions. Additional site visits would likely increase the estimated budget shown below.

EXCLUSIONS

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: boundary locations, easement plotting, easement creation, right-of-way establishment, courthouse research, deed plotting, title review, zoning review, construction staking, or other survey services not included in the above scope of work. This survey is not to be construed as a boundary or ALTA survey; off-site easement legal descriptions; as-built surveys and certifications; wetlands studies or permitting with COE; cultural studies; threatened and endangered species studies; environmental mitigation costs; Phase I ESA; off-site roadway improvements (except as noted); site lighting design; landscape design; traffic impact studies; materials testing; CE&I services; off-site utility main extensions; ALDOT permitting; stormwater monitoring during construction; construction administration; or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received signed contract.

Fees

We propose to provide the above-described services based on the following fee schedule:

STEP 1:	
Geotechnical Exploration	Lump Sum \$19,900
Topographic Survey	Lump Sum \$9,800
Preliminary Engineering	Lump Sum \$7,000
Total Estimated Budget for Step 1	\$36,700
STEP2:	
Construction Documents	Lump Sum TBD
Civil Permitting	Hourly with estimated budget of TBD
Bidding.....	Lump Sum TBD
Construction Coordination	Hourly not to exceed TBD
Total Estimated Budget	TBD

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.



Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

We will initiate these activities immediately upon receipt of a signed agreement. We will coordinate our schedule with you and your contractor to expedite construction activities upon closing.



Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Darren Hamrick, PE, LEED AP
Leader /Civil Engineering Practice
Alabama License No. 23374

Stefan Graeber, PE
Team Leader
Alabama PE 26311

OFFERED:
SAIN ASSOCIATES, INC.
BY: Joseph E Meads, PE
Senior Principal/Owner
Alabama License No. 17103

Signature of Authorized Representative

Date: 12-09-22

ACCEPTED:
CITY OF TARRANT

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____

Enclosures:
Sain Terms & Conditions (sch. 2022)
EXHIBIT A
FIGURE 3

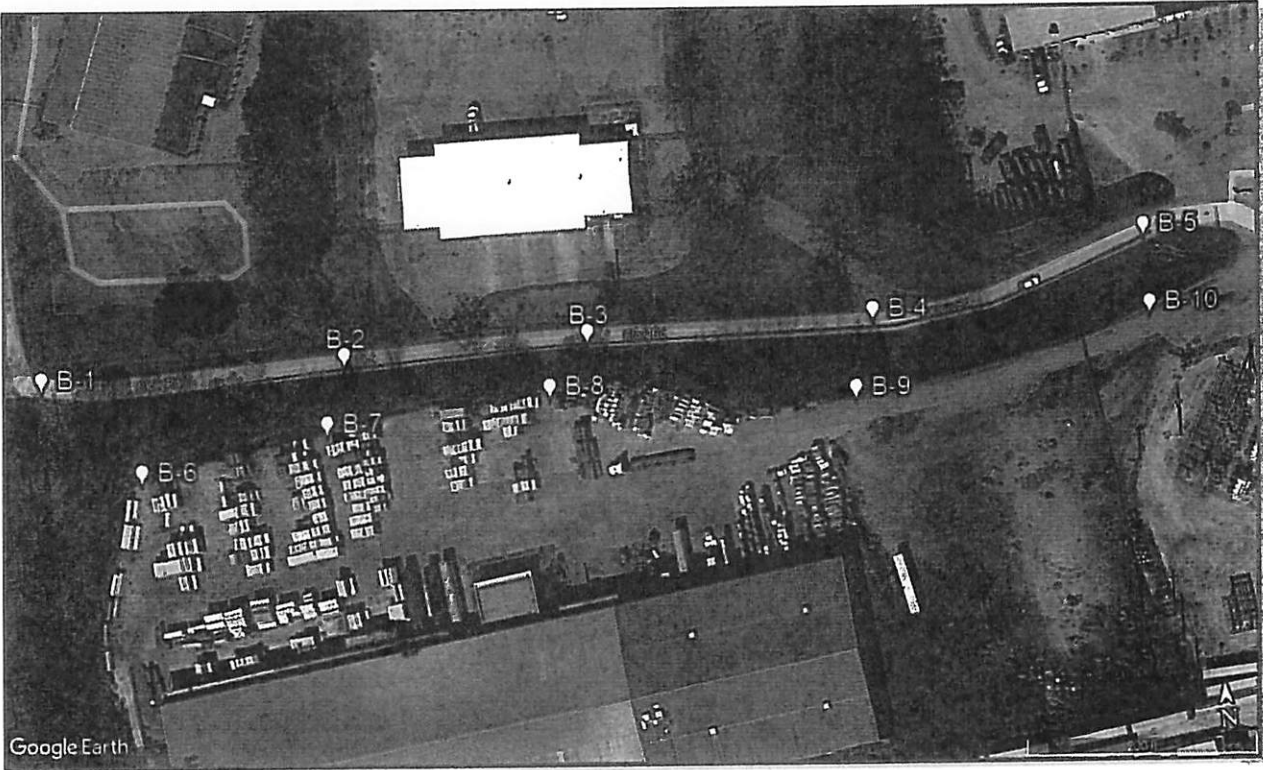


EXHIBIT A





FIGURE 3





SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Rates:	
Principal	\$190.00 - \$275.00 per Hour
Engineer/Planner	\$98.00 - \$148.00 per Hour
Senior Engineer	\$150.00 - \$210.00 per Hour
GIS Professional	\$125.00 - \$135.00 per Hour
Designer	\$87.00 - \$125.00 per Hour
Surveyor	\$100.00 - \$140.00 per Hour
Survey Crew (1-Person)	\$100.00 per Hour
Survey Crew (1-Person + Robot)	\$150.00 per Hour
Survey Crew (2-Person)	\$175.00 per Hour
Survey Crew (3-Person)	\$215.00 per Hour
Survey Per Diem	\$150.00 per person per Night
Administrative Support	\$60.00 - \$75.00 per Hour

Reimbursable Expenses
Printing, contract carrier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

Payment
Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care
The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client
Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others
Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost
Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals
Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services
Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Right of Entry
Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications
Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be



expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2022

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8973

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
CATEPILLAR 299D3 SKID STEER**

WHEREAS, in conjunction with the United States Federal Emergency Management Agency, the City of Tarrant has been engaged in a long-term stormwater and flood management project to construct an earthen dam (the “Five Mile Creek Dam”) within its corporate limits.; and

WHEREAS, the purpose of the Five Mile Creek Dam is to mitigate flooding throughout the City caused by the over-flow of Five Mile Creek and to minimize damage to both public and private property due to over-flow events.; and

WHEREAS, said the construction of Five Mile Creek Dam is currently scheduled to be completed by January 1, 2022 at which time maintenance and inspection of said Five Mile Creek Dam and surrounding property will be the sole responsibility of the City of Tarrant.; and

WHEREAS, at present, the Public Works Department lacks the proper equipment necessary to provide required maintenance to said Five Mile Creek Dam and surrounding property; and

WHEREAS, the purchase of an adequately sized and equipped skid steer is necessary to perform required maintenance to the Five Mile Creek Dam and surrounding property.

WHEREAS, Thompson Tractor has provided an estimate for a properly sized and equipped skid steer necessary to safely perform tasks associated with the maintenance of Five Mile Creek Dam and surrounding property. Said estimate is hereby attached as Exhibit A.; and

WHEREAS, in addition to the maintenance of the Five Mile Creek Dam and surrounding property, the purchase of an adequately equipped skid steer is necessary for the proper execution of additional public works projects within the corporate limits of the City of Tarrant (i.e., demolition of dilapidated homes, clearing of overgrowth, proper maintenance of stormwater ditches, disaster assistance, etc.).

WHEREAS, Thompson Tractor is an approved vendor for the State of Alabama and was selected as a participating vendor for the Sourcewell cooperative purchasing program.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, December 19, 2022 at 7:00 p.m. as follows:

Section 1. That the City Council of the City of Tarrant hereby acknowledges that the City of Tarrant Public Works Department is in need of additional equipment to perform proper maintenance of the Five Mile Creek Dam and surrounding property, along with additional public works projects within the City of Tarrant.

Section 2. That the Mayor is hereby authorized to purchase the Caterpillar 299D3 Skid Steer and attachments as set forth and more fully described in Exhibit A attached hereto from Thompson Tractor in an amount not to exceed \$130,000.00.

Section 3. Said funds shall be paid from the City of Tarrant General Fund.

ADOPTED this the 19th day of December, 2022.

APPROVED:


WAYMAN NEWTON, MAYOR

ATTEST:


Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael T. Bynum, the Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of December, 2022 while in regular session on Monday, December 19th, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 19th day of December, 2022.



Acting City Clerk



PROPOSAL/EQUIPMENT ORDER

Print Date:	12/2/2022
Quote No.:	4973212276-2
Customer No:	7734500
Valid Until:	1/1/2023
PO:	
Salesman:	Eric N Hutcheson
Phone:	205-320-6914

PURCHASER
CITY OF TARRANT
1604 PINSON VALLEY PKWY
BIRMINGHAM AL 35217

SHIP TO
CITY OF TARRANT
1604 PINSON VALLEY PKWY
BIRMINGHAM AL 35217

Caterpillar 299D3 SN: EQN177477
NEW 2023 CAT 299D3 CAB HIGH FLOW COMPACT TRACK LOADER
ENCLOSED CAB
HEAT & A/C
ULTRA CAB
ADVANCED DISPLAY
B/U CAMERA
ON BOARD SECURITY
VISION LINK
AM/FM/BLU TOOTH RADIO
HYO BKT LOCKS
COUNTERWEIGHTS
80" GP SMOOTH BUCKET
42" SKID STEER FORKS
2 YEAR/ 2000 HOUR FULL PREMIUM WARRANTY
60 MONTH/ 3000 HOUR POWERTRAIN, HYDRAULIC & TECHNOLOGY WARRANTY

\$167,981.00

SOURCEWELL CONTRACT
#032119 / 299D3 COMPACT
TRACKLOADERS 21%
DISCOUNT FROM LIST PRICE

SOURCEWELL DISCOUNT 21 % (\$35,276.00)

Caterpillar BRX318 SN: CN800729 EQN136242
NEW 2023 CAT BRX318 HD INDUSTRIAL BRUSH CUTTER
THE TOTAL COST ON THE INDUSTRIAL BRUSH CUTTER
AFTER THE 21% SOURCEWELL DISCOUNT IS \$13,25.00

Caterpillar SLGRA SN: A4222BR30050 EQN162222
NEW 2023 CAT 84" SKID LOADER GRAPPLE RAKE
AFTER THE 21% SOURCEWELL DISCOUNT IS \$3,050.00

SOURCEWELL Sales Total

\$132,705.00

CONTINUED...



PROPOSAL/EQUIPMENT ORDER

Print Date:	12/2/2022
Quote No.:	4973212276-2
Customer No:	7734500
Valid Until:	1/1/2023
PO:	
Salesman:	Eric N Hutcheson
Phone:	205-320-6914

PURCHASER
CITY OF TARRANT
1604 PINSON VALLEY PKWY
BIRMINGHAM AL 35217

SHIP TO
CITY OF TARRANT
1604 PINSON VALLEY PKWY
BIRMINGHAM AL 35217

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: ☐ (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

TERMS AND CONDITIONS

1. **EXECUTION OF OTHER DOCUMENTS.** If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.
2. **RISK OF LOSS; INSURANCE.** The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole
3. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation. New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties. Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment. With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller. The forgoing provisions are in lieu of all other warranties, express or implied. **SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT.** In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them. Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort – whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability – for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.
4. **PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE.** Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.
5. **SELLER'S RESERVATION OF TITLE.** Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.
6. **INTEREST AFTER DEFAULT.** After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.
7. **COLLECTION COSTS.** Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.
8. **ARBITRATION OF DISPUTES.** Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.
9. **NO ADDITIONAL OR DIFFERENT TERMS.** If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.
10. **Notice of Thompson Tractor Co., Inc. and Caterpillar, Inc. Customer Data and Telematics**
- Data Privacy Statements Customer Data**
We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information allows for identifying and contacting a customer such as name, address, phone number and email address.
- Telematics Data**
In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.
<https://digitalauthorizationtool.cat.com/>
- Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com

Initial: _____

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8974

**A RESOLUTION AUTHORIZING THE ISSUANCE OF AN
INVITATION TO BID FOR THE REPAIR AND REMEDIATION
OF STORMWATER DAMAGE TO THE INTERSECTION OF EAST
LAKE BOULEVARD AND WOODROW DRIVE**

WHEREAS, pursuant to state statute the City of Tarrant, Alabama may “make construct and maintain ditches, surface drains, aqueducts and canals” to serve as efficient sanitary and stormwater systems within its corporate limits”, as well as is responsible for the maintenance of certain roadways that have been publicly dedicated for public use; and

WHEREAS, the intersection of East Lake Boulevard and Woodrow Drive is located within the corporate limits of the City of Tarrant and is utilized on a daily basis by local industry, residents and for community recreation.; and

WHEREAS, said roadway and drainage ditches are in need of remediation and repair due to flooding caused by inadequate stormwater drainage; and

WHEREAS, preliminary engineering was conducted in 2021 estimating the repair and remediation to be approximately \$275,000 (attached hereto); and

WHEREAS, since that time, damage to the roadway and public and private property has accelerated and conditions continue to deteriorate.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, December 19, 2022 at 7:00 p.m. as follows:

Section 1. That the City Council of the City of Tarrant hereby finds that the intersection of East Lake Boulevard and Woodrow Drive is in need of repair due to inadequate stormwater drainage.

Section 2. The Mayor or his designee is authorized to issue an Invitation to Bid in a form approved by the Mayor and the City Attorney for the repair and remediation of the above named location.

Section 3. Sealed bids must be received at Tarrant City Hall located at 1133 East Lake Boulevard, Tarrant, Alabama 35217 at a date and time to be determined and identified in the Invitation to Bid at which time the bids will be public opened and read aloud in the Tarrant City Hall Council Chambers.

Section 4. The City reserves the right to modify, substitute, or cancel the Invitation to Bid as well as the right to reject any or all bids, to waive any or all irregularities, and/or informalities in any bid, and to negotiate and award a contract in any manner, consistent with law, and deemed in the best interest of the City.

Section 5. The awarding of any bid shall occur at a subsequent meeting of the City Council and shall be conditioned upon the negotiation and execution of a contract containing the material terms of the those stated in the Invitation to Bid.

ADOPTED this the 19th day of December, 2022.

APPROVED: 
WAYMAN NEWTON, MAYOR

ATTEST: 
Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael Byrner, the Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of December, 2022 while in regular session on Monday, December 19th, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 19th day of December, 2022.


Acting City Clerk

Rebuild Alabama Act Annual Grant Program Application

Fiscal Year 2022

A. Sponsoring local governmental entity

Sponsor Entity: City of Tarrant
Mayor/Chairman: Waymon Newton
Sponsor Contact: Lisa Baker
Address: 1137 East Lake Blvd., Tarrant, AL 35217
Phone: (205) 849-2800
Email: lbaker@cityoftarrant.com

Project Manager: Charlie Williams
Title: Public Works Director
Address: 1133 East Lake Blvd., Tarrant, AL 35217
Phone: (205) 849-2800
Email: cwilliams@cityoftarrant.com

B. Briefly describe the proposed project improvements, identifying the points of origin, destination and all intermediate points of access. Detail the intended use of the project.

- Drainage improvements, resurfacing, striping and curb and gutter along East Lake Blvd., from East Lake Blvd. for a distance of 0.24 miles, to St. Joseph St.
- Intermediate points of access are Lloyd George Dr and Woodrow Dr.

C. Provide a detailed preliminary pay item estimate of the total project cost, the amount of RAA Annual Grant Program funds requested, and the amount and source of any other funds to be applied to the project.

- Please see the attached document titled Preliminary Pay Item Estimate Sheet.
- Requesting the RAA Annual Grant Program maximum amount of \$250,000.00
- Additional funding from the following sources:
 - City Funds - \$24,620.18
- Project will be let to contract locally

D. Identify any project phases that could adversely impact the project's progression. Note that these phases are not eligible for reimbursement.

- a. Environmental and/or cultural resources
 - There are no environmental and/or cultural resources within the limits of this project.
- b. Right-of-way or temporary/construction easements
 - This project will not require any right-of-way or temporary/construction easements.
- c. Utility relocations
 - There are no utility conflicts within the limits of this project.

E. Describe the life expectancy of the project. Identify the agency responsible for maintenance, and the funding source for maintenance efforts.

- Life Expectancy: 15-20yrs
- The City of Tarrant is responsible for maintenance of this project.
- The City of Tarrant will be the funding source for maintenance efforts of this project.

F. Provide any additional comments the sponsor wishes to be considered, including any letters of support from elected officials, local agencies, or property owners.

1. Roadway Conditions

- a. Existing roadway is 24' wide with no shoulder.
- b. Existing surface conditions consist of noticeable cracking and rutting along the length of the project.

2. Drainage

- a. There is currently improper drainage along the roadway, which has caused neighboring properties to flood frequently. To alleviate the flooding issues, this project will:
 - i. Install curb and gutter along both sides of the roadway
 - ii. Install a closed drainage system that is capable of handling the runoff.

3. Utilities

- a. There are no utility conflicts associated with this project. All utilities will be retained in their existing location.

4. Contractor's responsibilities

- a. Mill and overlay southern half of the roadway along the entire length of the project.
- b. Install curb and gutter along the entire length of the project (both sides)
- c. Place new centerline, edge striping and pavement markers.
- d. Install drainage structures along the south side of the entire project.

G. Include any supporting photographs, maps, drawings, or plans necessary to support the project application (all in color and limited in size to 11" by 17").

- Please see the attached document titled Project Vicinity Map, Location Map, and Picture Location.

Preliminary Pay Item Estimate

Estimated Cost:\$238,800.16

Contingency: 15.00%

Estimated Total: \$274,620.18

Base Date: 01/10/22

Spec Year: 18

Unit System: E

Work Type: Pavement Rehab, Resurfacing

Highway Type: UNDIVIDED/LOCAL

Urban/Rural Type: BIRMINGHAM

Season: SPRING

County: JEFFERSON

Latitude of Midpoint: 0

Longitude of Midpoint: 0

District: 03

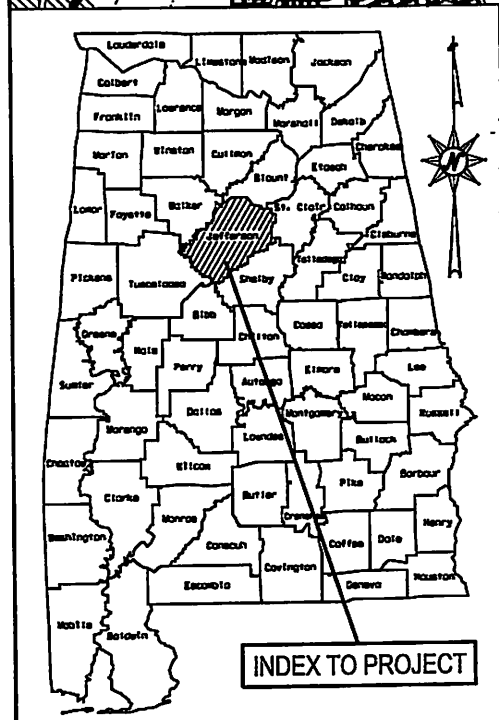
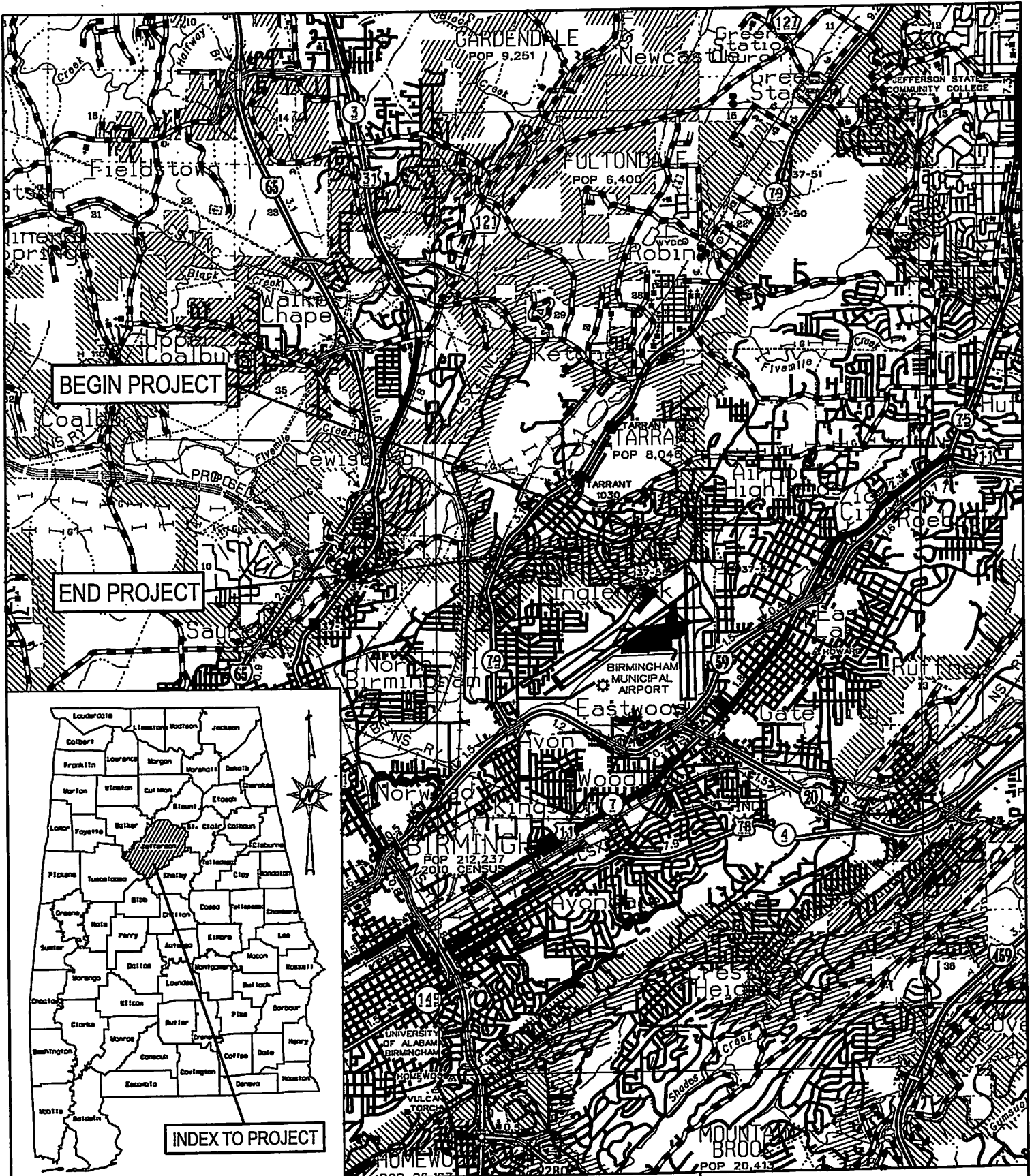
Federal Project Number:

State Project Number:

Prepared by System Administrator

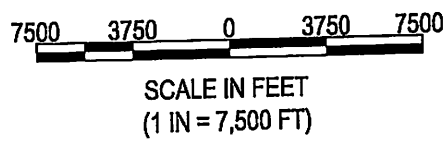
Line #	Item Number	Quantity	Units	Unit Price	Extension
Description					
Supplemental Description					
Group 0001: Initial Group					
0005	206D002	520.000	LF	\$8.82700	\$4,590.04
Removing Curb					
0006	210A000	200.000	CUYD	\$25.76595	\$5,153.19
Unclassified Excavation					
0007	214A000	650.000	CUYD	\$15.60201	\$10,141.31
Structure Excavation					
0008	214B000	400.000	CUYD	\$10.20007	\$4,080.03
Foundation Backfill, Local					
0009	301A020	1,134.000	SQYD	\$22.30000	\$25,288.20
Crushed Aggregate Base Course, Type B, Plant Mixed, 8" Compacted Thickness					
0010	401A000	1,134.000	SQYD	\$1.93463	\$2,193.87
Bituminous Treatment A					
0011	405A000	234.000	Gal	\$4.85849	\$1,136.89
Tack Coat					
0012	407B000	1.000	Mile	\$15.00000	\$15.00
Joint Sealant For Hot Mix Asphalt Pavement					
0013	408A051	1,943.000	SQYD	\$3.13040	\$6,082.37
Planing Existing Pavement (Approximately 0.00" Thru 1.0" Thick)					
0014	424A360	360.000	Ton	\$110.00000	\$39,600.00
Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D					
0015	424B654	80.000	Ton	\$184.09813	\$14,727.85
Superpave Bituminous Concrete Upper Binder Layer, Patching, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D					
0016	600A000	1.000	LS	\$40,000.00000	\$40,000.00
Mobilization					
0017	680A001	1.000	LS	\$20,000.00000	\$20,000.00
Geometric Controls					
0019	698A000	1.000	LS	\$15,000.00000	\$15,000.00
Construction Fuel (Maximum Bid Limited to \$					
0020	701A230	1.000	Mile	\$3,411.92683	\$3,411.93
Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide)					
0021	701A228	1.000	Mile	\$3,500.00000	\$3,500.00
Solid White, Class 2, Type A Traffic Stripe (6" Wide)					
0024	701C001	1.000	Mile	\$879.11595	\$879.12
Solid Temporary Traffic Stripe					
0026	703A002	585.000	SQFT	\$5.72546	\$3,349.39

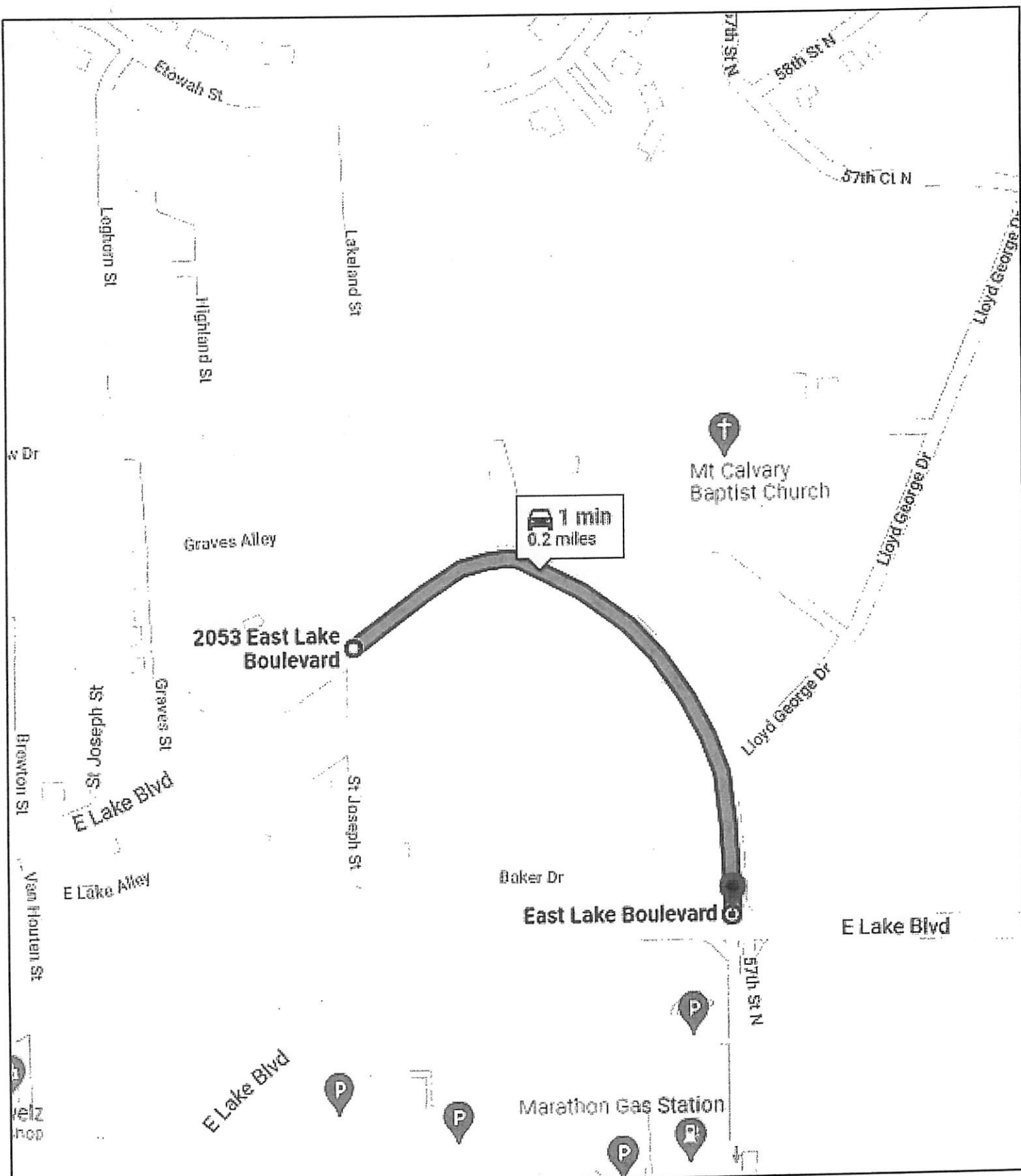
Line #	Item Number	Quantity	Units	Unit Price	Extension
Description					
Supplemental Description					
Traffic Control Markings, Class 2, Type A					
0031	703D001	585.000	SQFT	\$2.53488	\$1,482.90
Temporary Traffic Control Markings					
0035	705A005	40.000	Each	\$9.43905	\$377.56
Pavement Markers, Class A, Type 2-D					
0040	740B000	345.000	SQFT	\$6.25000	\$2,156.25
Construction Signs					
0041	740D000	100.000	Each	\$28.99072	\$2,899.07
Channelizing Drums					
0042	650A000	110.000	CUYD	\$31.88810	\$3,507.69
Topsoil					
0044	654A000	650.000	SQYD	\$5.81987	\$3,782.92
Solid Sodding					
0047	665J002	1,460.000	LF	\$2.87899	\$4,203.33
Silt Fence					
0048	665O001	1,460.000	LF	\$0.82471	\$1,204.08
Silt Fence Removal					
0051	610C001	200.000	Ton	\$65.66954	\$13,133.91
Loose Riprap, Class 2					
0052	610D003	177.000	SQYD	\$5.83866	\$1,033.44
Filter Blanket, Geotextile					
0053	740O000	1.000	Each	\$5,869.81502	\$5,869.82
Pilot Car					



DYNAMIC CIVIL SOLUTIONS
CIVIL & TRANSPORTATION ENGINEERS
2210 2nd Avenue North
Birmingham, AL 35203
Tel: (205) 358-7256
Fax: (205) 358-7258
www.dcseng.com

LOCATION MAP
EAST LAKE BOULEVARD DRAINAGE
IMPROVEMENTS FROM EAST LAKE BLVD.
TO ST. JOSEPH STREET






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PROJECT VICINITY MAP

**EAST LAKE BOULEVARD DRAINAGE
IMPROVEMENTS FROM EAST LAKE BLVD.
TO ST. JOSEPH STREET**



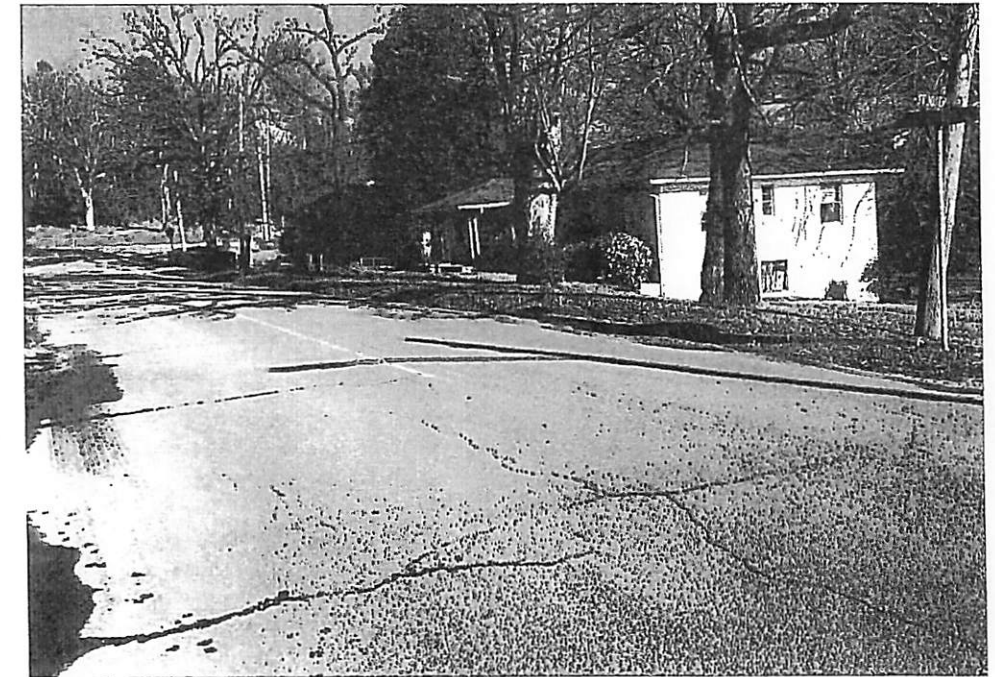
Lloyd George Dr. & East Lake Blvd. (Westbound)



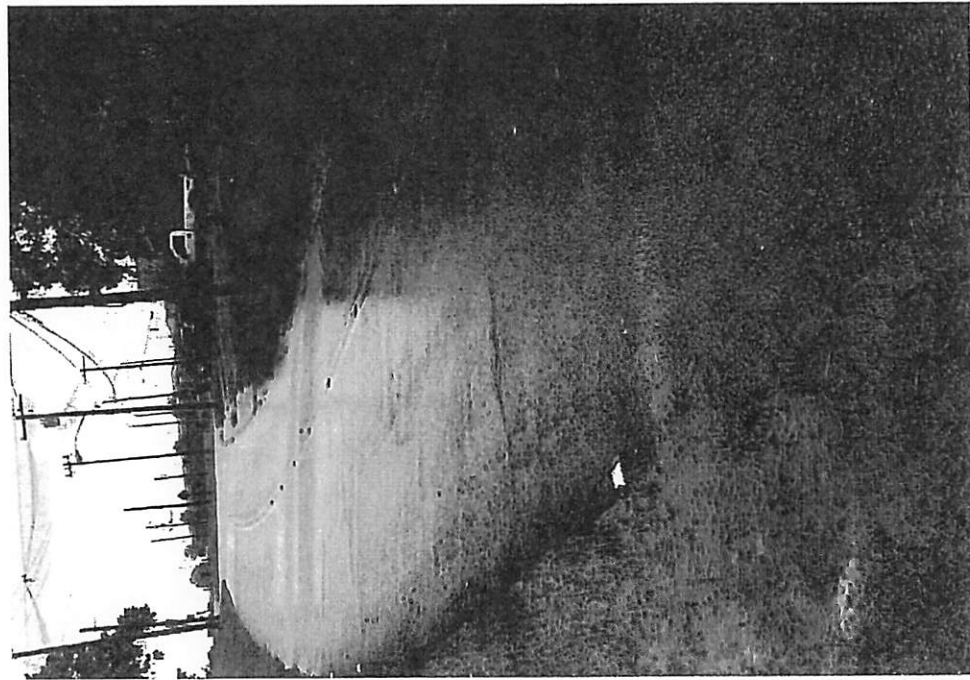
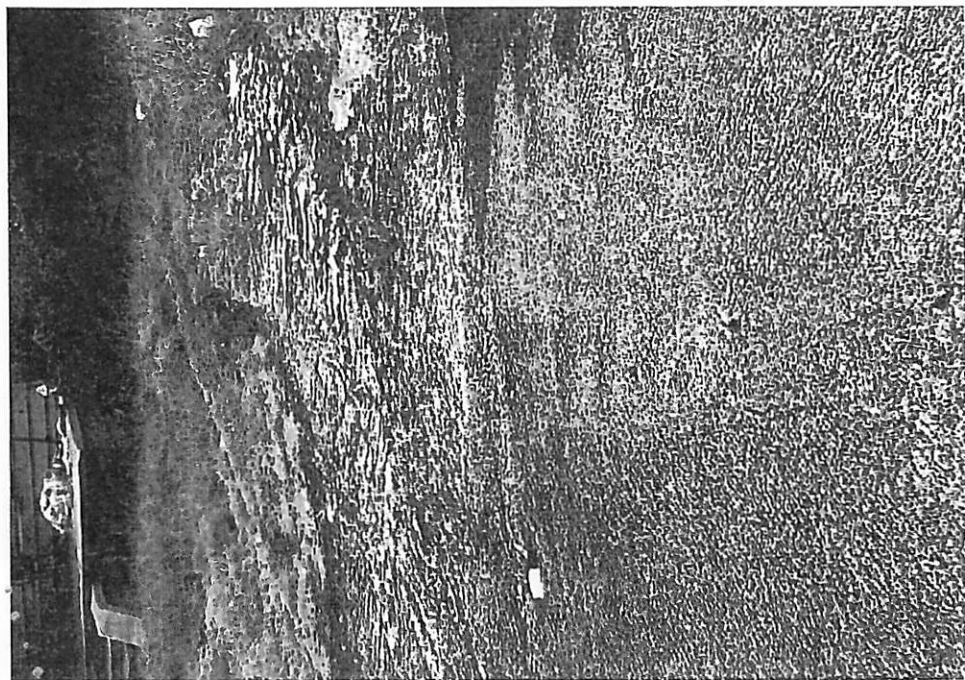
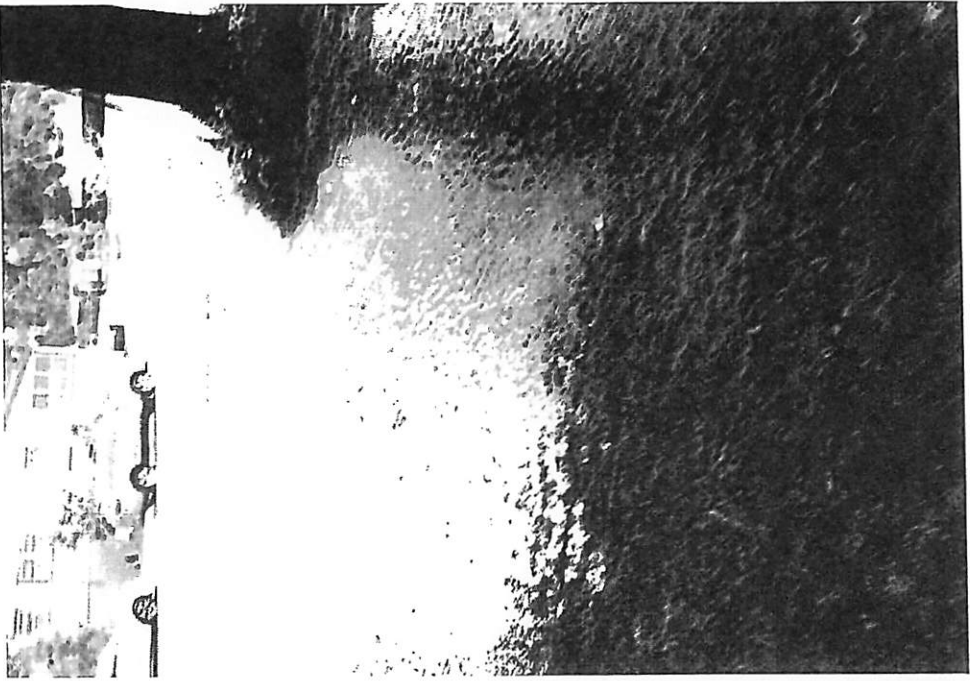
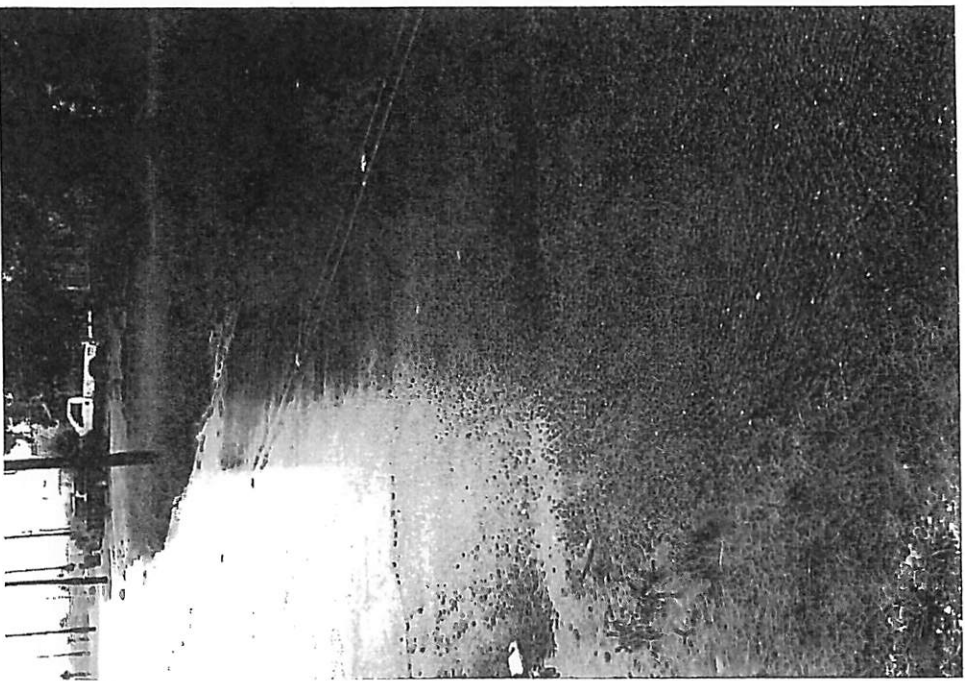
Woodrow Dr. & East Lake Blvd. (Westbound)



Between the Junctions of Lloyd George Dr. & East Lake Blvd. (Westbound)



St. Joseph St. & East Lake Blvd. (Eastbound)



CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8975

**A RESOLUTION AUTHORIZING THE REPAIR AND
MAINTENANCE OF STORMWATER DRAINAGE SYSTEM AND
TO REPAIR DAMAGED FENCE ALONG 57TH STREET NORTH
AND ENFIELD STREET**

WHEREAS, pursuant to state statute the City of Tarrant, Alabama may “make construct and maintain ditches, surface drains, aqueducts and canals” to serve as efficient sanitary and stormwater systems within its corporate limits”, as well as is responsible for the maintenance of certain roadways that have been publicly dedicated for public use; and

WHEREAS, the residential area at issue is located within the corporate limits of the City of Tarrant; and

WHEREAS, said drainage ditches are in need of remediation and repair due to flooding caused by inadequate stormwater drainage; and

WHEREAS, the boundary fence at said location, denoting the City limits of the City of Tarrant has not been properly maintained by the City of Tarrant and has sustained substantial damage, causing adjacent property owners concern and dismay; and

WHEREAS, damage to the roadway and public and private property has accelerated and conditions continue to deteriorate.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, December 19, 2022 at 7:00 p.m. as follows:

Section 1. That the above stated preamble is hereby ratified as if fully set out herein.

Section 2. That the Mayor is hereby authorized to direct the City of Tarrant Public Works Department to perform routine and ordinary repairs and remediation to the stormwater drainage and fence at a cost not to exceed \$10,000.

Section 3. That any and all costs of repairs and remediation to be conducted in excess of \$10,000 shall be subject to further consideration by the City Council of the City of Tarrant.

Section 3. That said funds shall be made from the General Fund of the City of Tarrant.

ADOPTED this the 19th day of December, 2022.

APPROVED:


WAYMAN NEWTON, MAYOR


ATTEST:


Acting City Clerk

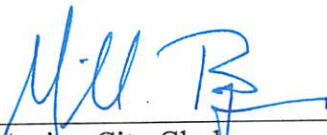
CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, , the Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of December, 2022 while in regular session on Monday, December 19th, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 19th day of December, 2022.


Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8976

**A RESOLUTION AUTHORIZING THE REPAIR AND
MAINTENANCE OF STORMWATER DRAINAGE SYSTEM FOR
THE 900 – 1100 BLOCKS OF BIRMINGHAM STREET, TARRANT,
AL**

WHEREAS, pursuant to state statute the City of Tarrant, Alabama may “make construct and maintain ditches, surface drains, aqueducts and canals” to serve as efficient sanitary and stormwater systems within its corporate limits”, as well as is responsible for the maintenance of certain roadways that have been publicly dedicated for public use; and

WHEREAS, the 900 – 1100 blocks of Birmingham Street are located within the corporate limits of the City of Tarrant; and

WHEREAS, said right-of-way and drainage ditches along the 900 – 1100 blocks of Birmingham Street are in need of remediation and repair due to flooding caused by inadequate stormwater drainage; and

WHEREAS, damage due to inadequate stormwater drainage along said public rights-of-way and public and private property have accelerated and conditions continue to deteriorate.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, December 19, 2022 at 7:00 p.m. as follows:

Section 1. That the above stated preamble is hereby ratified as if fully set out herein.

Section 2. That the Mayor is hereby authorized to direct the City of Tarrant Public Works Department to perform routine and ordinary repairs and remediation to the public rights-of-way and stormwater drainage system in the 900 – 1100 block of Birmingham Street, Tarrant, AL at a cost not to exceed \$15,000.

Section 3. That any and all costs of repairs and remediation to be conducted in excess of \$15,000 shall be subject to further consideration by the City Council of the City of Tarrant.

Section 3. That said funds shall be made from the General Fund of the City of Tarrant.

ADOPTED this the 19th day of December, 2022.


APPROVED: 
WAYMAN NEWTON, MAYOR

ATTEST: 
Acting City Clerk

CERTIFICATION OF CITY CLERK

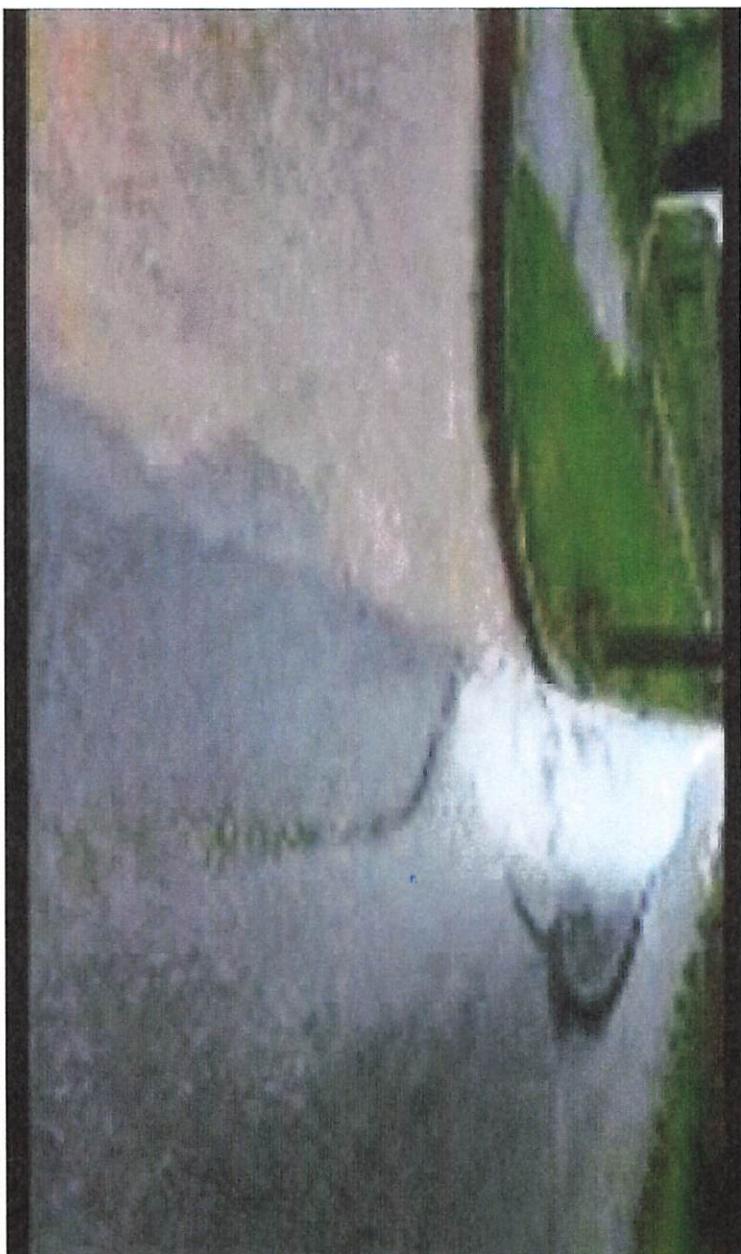
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, , the Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of December, 2022 while in regular session on Monday, December 19th, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 19th day of December, 2022.


Acting City Clerk







RESOLUTION NO. 8977

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN INVITATION TO BID FOR THE PAVING AND PATCHING FOR CERTAIN ROADS MAINTAINED BY THE CITY OF TARRANT.

WHEREAS, the City of Tarrant, Alabama, ("City") is responsible pursuant to state statute for the maintenance of certain road ways that have been publicly dedicated for public use;

WHEREAS, certain roadways in and throughout the City are in present need for certain patching, paving and repairs; and

WHEREAS, in order for the patching, paving, and repairs to occur, the City is required pursuant to Chapter 2 of Title 39 of the Code of Alabama (1975) to seek bids for public works; and

WHEREAS, presently, the City is requesting bids for the following roads within its corporate limits and in compliance with its current paving regulations and standards:

A portion off Highland Avenue;

A portion of Tarrant Height Road;

A portion of Grove Avenue

A portion of Weatherly Avenue

A portion of Ward Avenue;

A portion of Evergreen Street;

A portion of Virginia Street

A portion of Thompson Street; and

A portion of Roseland Drive.

WHEREAS, the invitation to bid for the repair, patching, and/or paving for the roads or portions thereof shall comply incorporate the City's existing paving and roadwork specifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, December 19, 2022, at 7:00PM as follows:

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

Section 2. The Mayor or his designee is authorized to issue an Invitation to Bid in a form approved by the Mayor and the City Attorney for the repair, patching, and paving of the above-named streets. The City's paving or other street specifications shall be part of the bid. Bidders shall submit bids as an aggregate for the repair, patching, and paving of all portions the streets identified above and submit bids for the repair, patching, and paving of the portion of each street individually.

Section 3. Sealed bids must be received at Tarrant City Hall located at 1133 East Lake Boulevard, Tarrant, Alabama 35217 at a date and time to be determined and identified in the Invitation to Bid at which time the bids will be public opened and read aloud in the Tarrant City Hall Council Chambers.

Section 4. The City reserves the right to modify, substitute, or cancel the Invitation to Bid as well as the right to reject any or all bids, to waive any or all irregularities, and/or informalities in any bid, and to negotiate and award a contract in any manner, consistent with law, and deemed in the best interest of the City.


Section 5. The awarding of any bid shall occur at a subsequent meeting of the City Council and shall be conditioned upon the negotiation and execution of a contract containing the material terms of the those

ADOPTED and APPROVED this the 19th day of December, 2022.

THE CITY OF TARRANT, ALABAMA

By: 
Its: _____

ATTEST:



Michael B. Bynum

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael Bryman, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of December, 2022, while in regular session on Monday, December 19, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 20th day of December, 2022.

Michael Bryman, Acting City Clerk

RESOLUTION NO. 8978

A RESOLUTION AUTHORIZING THE DONATION OF ~~\$5,000.00~~ 2500 ^{MR} TO THE TARRANT HIGH SCHOOL GIRLS BASKETBALL TEAM.

WHEREAS, the Tarrant High School Girls Basketball team is in the middle of their 2022-2023 season; and

WHEREAS, the Tarrant High School Girls Basketball team relies on the support and fundraising of its players along with the surrounding community in order to continue to operate the funding; and

WHEREAS, the Tarrant High School Girls Basketball team can use the funds for a variety of different needs; and

WHEREAS, the City of Tarrant sees high school sports as an extension of the classroom providing character and physical education while being a positive force for community building; and

WHEREAS, the City of Tarrant wants to show its pride in the Tarrant High School Girls basketball team by financially contributing to its success.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, December 19, 2022, at 7:00PM as follows:

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

Section 2. A donation in the amount of ~~\$5,000.00~~ 2,500.00 ^{MR} shall be made to the Tarrant High School Girls basketball team.

Section 3. Said donation shall be made by means of a check drawn from the City of Tarrant General Fund.

ADOPTED and **APPROVED** this the 19th day of December, 2022.

THE CITY OF TARRANT, ALABAMA

By: 
Its: _____

ATTEST:


Michael B. Brown

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael Bayne, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of December, 2022, while in regular session on Monday, December 19, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 20th day of December, 2022.

Michael Bayne, Acting City Clerk

RESOLUTION NO. 8979

A RESOLUTION AUTHORIZING THE DONATION OF \$5,000.00 TO THE TARRANT HIGH SCHOOL BOYS BASKETBALL TEAM.

WHEREAS, the Tarrant High School Boys Basketball team is in the middle of their 2022-2023 season; and

WHEREAS, the Tarrant High School Boys Basketball team relies on the support and fundraising of its players along with the surrounding community in order to continue to operate the funding; and

WHEREAS, the Tarrant High School Boys Basketball team can use the funds for a variety of different needs; and

WHEREAS, the City of Tarrant sees high school sports as an extension of the classroom providing character and physical education while being a positive force for community building; and

WHEREAS, the City of Tarrant wants to show its pride in the Tarrant High School Boys basketball team by financially contributing to its success.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, December 19, 2022, at 7:00PM as follows:

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

Section 2. A donation in the amount of \$5,000.00 shall be made to the Tarrant High School Boys basketball team.

Section 3. Said donation shall be made by means of a check drawn from the City of Tarrant General Fund.

ADOPTED and **APPROVED** this the 19th day of December, 2022.

THE CITY OF TARRANT, ALABAMA

By: 
Its: _____

ATTEST:


Michael B. [Signature]

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael Bryan, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of December, 2022, while in regular session on Monday, December 19, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this the 20th day of December, 2022.

Michael Bryan, Acting City Clerk

CITY OF TARRANT

VOUCHER LIST MONDAY, DECEMBER 19, 2022

GENERAL FUND

51062-51085	ACCOUNTS PAYABLE RUN	\$ 396,220.19
51087-51110	ACCOUNTS PAYABLE RUN	\$ 66,198.58
51086	ACCOUNTS PAYABLE RUN	\$ 5,540.00

GROSS PAYROLL

12/9/2022	PAY PERIOD 11/19/2022-12/02/2022	\$ 116,529.35
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Bank Name	Bank Number			
General Fund				
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
51087	Affordable Solutions Heating & Air	3235	12/13/2022	\$20,120.00
51088	Alabama Power	12	12/13/2022	\$921.04
51089	Atkins & Goolsby	1996	12/13/2022	\$1,984.07
51090	Casian, David	3203	12/13/2022	\$387.50
51091	Coleman, Patrick	414	12/13/2022	\$440.07
51092	Community Urgent Care Of Fulto	2100	12/13/2022	\$95.00
51093	Cowin Equipment Company, Inc.	14	12/13/2022	\$543.78
51094	Dolphin Pest Control	62	12/13/2022	\$318.00
51095	Dunn Construction Co., Inc.	562	12/13/2022	\$348.50
51096	Grainger	63	12/13/2022	\$1,588.80
51097	Hand Arendall, L.L.C.	89	12/13/2022	\$748.00
51098	Lisa Baker	2067	12/13/2022	\$708.08
51099	Mamon Stephen Fancher	2107	12/13/2022	\$100.00
51100	Nafeco Inc.	132	12/13/2022	\$2.89
51101	O'rear Hardware	1855	12/13/2022	\$2.89
51102	O'rear Hardware	1855	12/13/2022	\$490.54
51103	Quality Petroleum	1132	12/13/2022	\$5,657.19
51104	Regions	984	12/13/2022	\$1,100.00
51105	Shred-It Usa - Birmingham	1141	12/13/2022	\$192.95
51106	Tarrant Electric Department	111	12/13/2022	\$15,799.59
51107	The C. BURRELL LAW GROUP, LLC	3183	12/13/2022	\$2,527.00
51108	Trigreen Equipment, Llc	683	12/13/2022	\$9,760.99
51109	WALDREP STEWART & KENDRICK, LLP	3156	12/13/2022	\$2,044.60
51110	Wells Fargo Vendor Fin Serv	1605	12/13/2022	\$317.10
Bank Total:				\$66,198.58
Bank Payment Count:				24

Bank Name	Bank Number			
General Fund				
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
51062	Alabama Child Support	37	12/09/2022	\$1,124.41
51063	Alabama Peace Officers Annuity	160	12/09/2022	\$60.00
51064	Annette Manning	2070	12/09/2022	\$269.98
51065	At & T Mobility	1857	12/09/2022	\$1,341.68
51066	Avenu	1773	12/09/2022	\$58,617.28
51067	Baker & Taylor Entertainment	208	12/09/2022	\$20.04
51068	Bradford W. Caraway	2121	12/09/2022	\$311.54
51069	Bsn Sports	1978	12/09/2022	\$856.03
51070	Cowin Equipment Company, Inc.	14	12/09/2022	\$97.80
51071	Demco	338	12/09/2022	\$161.22
51072	Dolphin Pest Control	62	12/09/2022	\$65.00
51073	Drew Reece	3232	12/09/2022	\$500.00
51074	Forestry Environmental	1535	12/09/2022	\$168,296.42
51075	Frazer Environmental	1934	12/09/2022	\$9,000.00
51076	Goodwyn, Mills And Cawood, Inc	540	12/09/2022	\$45,380.38
51077	Gray Express Charter Service	2074	12/09/2022	\$9,500.00
51078	Home2 Suites by Hilton West Palm Beach Airport	3233	12/09/2022	\$3,819.40
51079	Jefferson County Commission	1575	12/09/2022	\$85,777.00
51080	Massey,Stotser & Nichols, Pc	1906	12/09/2022	\$22.78
51081	Nafeco Inc.	132	12/09/2022	\$2.89
51082	O'rear Hardware	1855	12/09/2022	\$1,847.54
51083	Republic Services Mt Olive Msw	2033	12/09/2022	\$2,418.80
51084	United Way Of Central Alabama	241	12/09/2022	\$30.00
51085	We R Smart Llc	1887	12/09/2022	\$6,700.00
Bank Total:				\$396,220.19
Bank Payment Count:				24

<u>Bank Name</u>		<u>Bank Number</u>			
General Fund		[REDACTED]			
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>	
51086	We R Smart Llc	1887	12/09/2022	\$5,540.00	
Bank Total:				\$5,540.00	
Bank Payment Count:				1	