

TARRANT CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS
REGULAR MEETING
FEBRUARY 5, 2024

AGENDA

- I. CALL TO ORDER
- II. PRAYER
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF MINUTES

January 3, 2024- Regular Meeting

- VI. COMMUNICATIONS FROM THE MAYOR
- VII. COMMITTEE REPORTS
- VIII. OLD BUSINESS

- A. **Resolution No. 9100** – A Resolution Authorizing the Purchase of Neighborhood Watch Signs for the Neighborhood Watch Program Established within Tarrant.

- IX. NEW BUSINESS

- A. **Ordinance No. 1158** – An Ordinance Declaring Certain Real Property Located Within the City Limits of the City of Tarrant as Not Needed for Public or Municipal Purposes and Declaring the Property Surplus and Authorizing its Disposal Through Conveyance to the Vulcan Trail Foundation a 501 (c) (3), non-profit corporation. FIRST READING
 - B. **Ordinance No. 1159** - An Ordinance to Alter, Rearrange, and Extend the Corporate Limits of the City of Tarrant 2600 Pinson Valley Parkway, Birmingham, AL 35217. FIRST READING
 - C. **Ordinance No. 1160** - An Ordinance to Alter, Rearrange, and Extend the Corporate Limits of the City of Tarrant 2660 Pinson Valley Parkway, Birmingham, AL 35217. FIRST READING
 - D. **Resolution No. 9105** – A Resolution Authorizing the Speaking Order of the City of Tarrant Regularly Scheduled Meetings.
 - E. **Resolution No. 9106** – A Resolution Authorizing Repairs to Public Works Equipment.
 - F. **Resolution No. 9107** – A Resolution Authorizing the Mayor to Engage Vendors Associated with Hosting the City of Tarrant’s 2024 Easter Egg Hunt.
 - G. **Resolution No. 9108** – A Resolution To Establish an Annual Subscription to Products Offered by Flock Safety to Institute Cameras with Audio Detection.
 - H. **Resolution No. 9109** -A Resolution Authorizing the Acquisition of a JBC Backhoe for Public Works Department.
 - I. **Resolution No. 9110** – A Resolution Authorizing and Approving an Investigation of Classification Police Chief I Within the City of Tarrant Police Department Effective Immediately.

- X. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS

- XI. VOUCHERS AND EXPENSES

Vouchers for February 5, 2024

- XII. PUBLIC COMMENTS

- XIII. ADJOURN

Added at Mayor's request
Resolution No 9111 - A Resolution To Hire Part-time Detective...
No 9112 - City Council the management and control of...
No 9113 - Sustain... Police Chief Wendell Major
No 9114 - Sustain... Detective Cynthia Morrow

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Resolution No 111 - A Resolution to the Part-time Detective...
No 112 - City Council the management and control...
No 113 - Police Chief Marshall Taylor...
No 114 - Detective Captain Johnson...

11/11/11

CITY OF TARRANT
COUNCIL MEETING MINUTES
JANUARY 3, 2024
TARRANT CITY HALL

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Wednesday January 3, 2024, at 7:00 PM at City Hall.

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

Tarrant City Fire Chief Patrick Bennett lead those in attendance in the invocation. City Clerk, Laverne Knight lead those present in the Pledge of Allegiance.

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

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

A quorum was determined to be present at the meeting.

The minutes from the December 18, 2023 regularly scheduled council meeting were presented for review and approval. After review, Councilor Threadford moved to approve the minutes with amendments for December 18, 2023 meeting. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to approve the minutes with amendments was adopted, and the minutes for December 18, 2023, council meeting were approved.

Next, the Mayor extended communications from the City of Tarrant to the Councilors

Councilor Freeman requested to go on record in regard to City of Tarrant Resolutions and their implementation. Councilor Freeman listed and questioned the implementations of Resolutions 8757, 8955, 8919, 8984, 9054, 9055, 8964, 8937, 8919, 9098, 9099 and Ordinance numbers 1142, 1150 and 1155. There was discussion between the Mayor and Councilor Freeman regarding City of Tarrant Resolutions and Ordances. Councilor Freeman questioned and requested other types of City of Tarrant business including grants and City of Tarrant house demolitions, and that for the record she did not say that all the houses will be torn down for free.

Next the Mayor read a brief statement on the court order outcome of January 3, 2024.

This ended communications from the Mayors Office.

The Mayor then called for Committee Reports.

No Committee Reports were made.

The Council next considered old business.

There was no items on the agenda for old business.

The Council next considered items for new business.

Councilor Bryant introduced and read Resolution No. 9104, A Resolution Authorizing the City of Tarrant Police Department to Enter into Contract and Payment of Power DMS. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

None

Not voting:

Mayor Wayman A. Newton

The yeas being five (5) and the nays being zero (0) with one (1) member not voting, the motion to adopt Resolution 9104 was agreed to, and the Resolution was approved.

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

There were no presentations of petitions and other communications.

Next, the City Council reviewed the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for January 3, 2024. Councilor Threadford moved to approve the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for January 3, 2024. Councilor Anderson seconded the motion. Mayor Newton called for a vote.

Yeas:

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

Nays:

Councilor Veronica Bandy Freeman

Not voting:

Mayor Wayman A. Newton

The yeas being four (4) and the nays being one (1) with one (1) member not voting, the motion to approve the vouchers and expenses for the City of Tarrant and Tarrant Electric Department for January 3, 2024 was agreed to, and the vouchers and expenses were approved.

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

Mayor Newton introduced Suzanne Randall as first for public speaking. There was discussion and conflict in the order of who should speak first for Section XXII Public Comments for Agenda 1.3.2024.

Mayor Newton left the meeting.

First, Chuck Winborn. Chuck Winborn informed all who were present that the Street Department list of equipment items that need to be repaired is lengthy. Mr. Winborn further questioned concern on the release of a City of Tarrant video and EECO complaints. The City of Tarrant Attorney responded by confirming that further investigation needs to be completed on public records criteria before the video can be released and that EECO complaints cannot be released due to investigations that are also in progress. Chuck Winborn also expressed concerns on the hierarchy and chain of command of the Police Department and the employees.

Second, Kelvin Slaughter spoke on discrepancies on retrieving business liquor license. Mr. Slaughter continued public comments by requesting explanations on the procedures of towing within the State of Alabama and City of Tarrant as his camper was previously towed. Mr. Slaughter also asked why there were cameras placed towards his business.

Third, Suzanne Randall requested funding for Kilns for the senior citizens of the City of Tarrant activity get-togethers. After discussion Councilor Bryant requested Ms. Randall to have City Attorney draft up a Resolution.

Fourth, Allen Pilkington provided brief description of his views on the City of Tarrant since 2020.

Fifth, Jackie Beltaine declined public comments.

Sixth, Charlie Williams Jr. summarized past positive initiatives of 2023. Mr. Williams reminded the Council that the citizens of Tarrant voted for services, and further commented on the early departure of the Mayor.

Seventh, Winifred Dill provided past experiences on racism. Encouraged the need to learn and listen to one another.

This concluded public comments.

There being no further business to be brought before the council, Mayor Pro Tempore Threadford adjourned the meeting. A voice vote was taken with all present being in favor.

The meeting was adjourned at 7:59 PM

Respectfully submitted,



Dr. Laverne Knight
City Clerk February 5, 2024
City of Tarrant Council Meeting, Alabama

READ AND APPROVED this the 5th day of February, 2024.



The City of Tarrant, Alabama

APPROVED: 
WAYMAN NEWTON, MAYOR

ATTEST:


Dr. Laverne Knight

RESOLUTION NO. 9100

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

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

WHEREAS, the City of Tarrant, Alabama, ("City") finds it in the best interest of the health, safety, and welfare of its citizens to purchase neighborhood watch signs in order to provide those signs for those neighborhoods who have joined or are in the process of joining the Neighborhood Watch program and to encourage other neighborhoods throughout the city to consider joining the program; and

WHEREAS, in order to assist and encourage these neighborhoods within the City to establish the program and to provide the necessary signage for same with an eye to reduce or fight crime within these neighborhoods, the City Council of the City of Tarrant, Alabama ("City") find it in the best interest of the City and its citizens to purchase Neighborhood Watch signs at a total expense of \$3,995.00 as provided in the quote attached as Exhibit "A."

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, February 5, 2024, at 7:00PM the following:

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

Section 2. The City Council of the City of Tarrant, Alabama ("City Council") hereby authorizes the expenditure of \$3,995.00 as stated in the quote from National Neighborhood Watch Corp. in Exhibit "A" to go toward the purchase of neighborhood watch signs to be used within the neighborhoods around the City who have established and continually operate a neighborhood watch program.

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

APPROVED and ADOPTED this the 5th day of February, 2024.



APPROVED: 
WAYMAN NEWTON, MAYOR

ATTEST: 
LAVERNE KNIGHT, CITY CLERK

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 5th day of February, 2024, while in regular session on Monday, February 5, 2024, 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 5th day of February, 2024.

[SEAL]





Dr. Laverne Knight, City Clerk

EXHIBIT A

Quote from National Neighborhood Watch Corporation

6:47



X Est_10833 from NNWI - T...



National Neighborhood Watch Inst
 Interprint Corporation
 DBA National Neighborhood Watch Inst
 Post Office Box 4208
 Santa Fe Springs, CA 90670-1208

Quote

Date	Quote #
12/27/23	10833

Name / Address
Council Woman Veronica Bandy-Freeman District 1 Tarrant, AL 35217

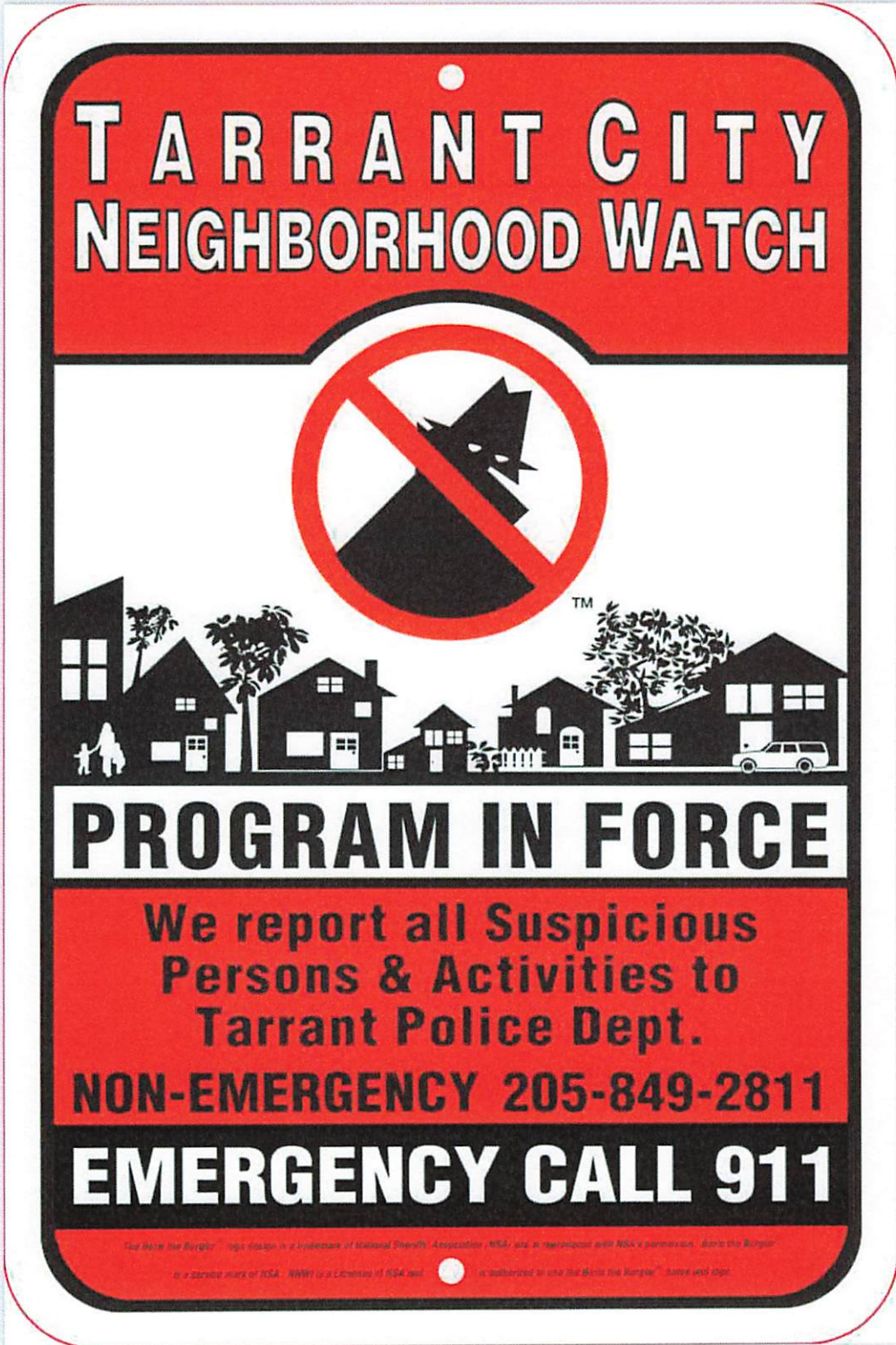
Rep	Project

Description	Qty	Total
18" x 24" Large Reflective Aluminum NW WARNING SIGNS, Boris Law Enforcement Version, ea	50	1,997.50T
18" x 24" Large Reflective Aluminum NW WARNING SIGNS, Blue Eye Law Enforcement Version, each	50	1,997.50T
How to Start a Neighborhood Watch Program: Three Color Combo Version	100	0.00T
Subtotal		3,995.00
UPS Ground Shipping Charge		0.00

Thank you for payment in advance.
 THIS INVOICE IS PAID IN FULL! Thank you.

Sales Tax (0.0%)	\$0.00
Total	\$3,995.00





6:44



From: NNWI customer service
<customer_service@nnwi.org>
Date: Wed, Dec 27, 2023 at 12:40 PM
Subject: Re: Tarrant AL NW sign
proposed design with Boris the BurglarR
To: veronica b white
<choson2@gmail.com>

Hi Veronica:

The top line is the only difference, one shows Tarrant and the other shows Tarrant City.

I hope this was what you wanted, but let me know if you want to see a different variation of the sign design.

Thanks

Geoff Grossman
National Neighborhood Watch Institute
PO Box 4208
Santa Fe Springs CA 90670-1208
888-669-4872 VOICE

----- Original message -----

From: veronica b white
<choson2@gmail.com>
Date: 12/27/23 10:23 AM (GMT-08:00)
To: customer_service@nnwi.org

ORDINANCE NO. 1158

AN ORDINANCE DECLARING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY LIMITS OF THE CITY OF TARRANT AS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND DECLARING THE PROPERTY SURPLUS AND AUTHORIZING ITS DISPOSAL THROUGH CONVEYANCE TO THE VULCAN TRAIL FOUNDATION A 501 (C) (3), NON-PROFIT CORPORATION.

WHEREAS, the Vulcan Trail Foundation a 501 (c) (3), non-profit corporation (“VTF”) and the City of Tarrant, Alabama, (“City”) entered into a Memorandum of Agreement (“Agreement”) regarding Five Mile Creek Flood Mitigation Project in February 2016 that was funded through a Federal Emergency Management Agency (“FEMA”); and

WHEREAS, as part of that Agreement the VTF conveyed to the City approximately 588 acres (“referred to in the Agreement as the “Match Property”) in order to assist the City in providing the required twenty percent (20%) match as required by the grant terms; and

WHEREAS, the Flood Mitigation Project was completed through the construction of a natural dam and wetlands on approximately 113 acres (referred to as to the “Flood Mitigation Project Site”); and

WHEREAS, the 2017 deed conveying the 588 acres from the VTF to the City contained a reversionary clause that both the City and the VTF agree calls for the reversion of the Match Property less and except the real property upon which the Flood Mitigation Project Site 113+/- acres) is located; and

WHEREAS, the VTF and the City agreed for the City to retain the real property upon which the Flood Mitigation Project Site is located and return to the remaining portion of the Match Property to the VTF; and

WHEREAS, section 11-47-20 of the Code of Alabama (1975) permits real property that is not needed for municipal or public purpose to be declared surplus and direct the disposal of any real property not needed for those purposes by directing the mayor to make title thereto; and

WHEREAS, having considered the Agreement, the completion of Flood Mitigation Project according to terms of the Agreement, and the VTF’s reversionary interest in the balance of Match Property, the City Council of the City finds the Match Property, less and except the real property upon which the Flood Mitigation Project Site is placed, to be surplus and directs its disposition according to the terms of the warranty deed attached to this ordinance as Exhibit “A”; and

WHEREAS, the City Council finds it in the best interest of the City to declare the property no longer needed for a municipal or public purpose, declaring the property surplus, approving the deed attached as Exhibit “A” to this Ordinance, and authorizing the Mayor to execute all relevant documents in order to effectuate the intent of this Ordinance on behalf of the City.

NOW THEREFORE, BE IT ORDAINED by the City of Council of the City of Tarrant, Alabama, on Monday, February 5, 2023, at 7:00pm while in regular session, a quorum being duly assembled, the following:

Section 1. That the preamble above is included as if fully set out herein.

Section 2. That the real property identified in Exhibit “A” to this Ordinance be and is hereby declared no longer needed for a municipal or public purpose, is thereby surplus property of the City, and may be disposed of as provided in this Ordinance.


Section 3. That the Memorandum of Agreement Regarding the Five Mile Creek Flood Protection Project entered into between the City the VTF on or about February 22, 2016, along with the conveyance between the same parties recorded on December 15, 2017, as instrument number 2017127681 requires for the Match Property, less and except the property upon which the Flood Mitigation Project Site is located which shall be retained by the City, to be conveyed to the VTF as provided in Exhibit “A.”

Section 4. That the Mayor, the City Clerk, and/or the City Attorney be and are hereby authorized to take all necessary and reasonable actions to effectuate the intent of this Ordinance through execution of the deed attached as Exhibit “A” along with any other documents, which are necessary.

Section 5. That this Ordinance becomes effective upon its passage and publication as required by law.

ADOPTED AND APPROVED this the 5th day of February, 2024.



APPROVED: 
WAYMAN A. NEWTON
MAYOR


ATTEST: 
LAVERNE KNIGHT
CITY CLERK

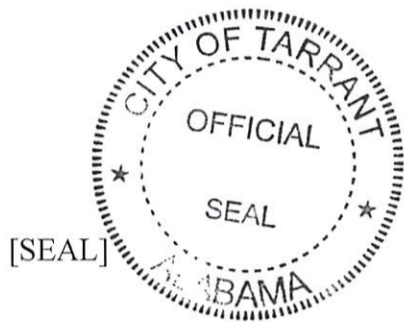
EXHIBIT A

Deed Conveying Balance of Match Property, less and except the Flood Mitigation Project Site which is to be retained by the City, from the City to the VTF.

CITY CLERK CERTIFICATION

I, Laverne Knight, the undersigned City Clerk of the City of Tarrant, Alabama, hereby certify that this Ordinance and the accompanying exhibits constitute a true, correct, and complete copy of the Ordinance that was duly adopted by the City Council on the date set out in the Ordinance, and that following adoption a copy of the Ordinance was published as required by law and that one of the places of its publication was by place a copy at City Hall.

WITNESS my signature, as said City Clerk, under the seal of said City on this the 6th day of February, 2024.





LAVERNE KNIGHT
CITY CLERK

PREPARER HAS NOT REVIEWED TITLE, SURVEY, OR PROPERTY DESCRIPTION

This instrument was prepared by:
MASSEY, STOTSER & NICHOLS, P.C.
Michael D. Brymer, Esq.
1780 Gadsden Highway
Birmingham, Alabama 35235

Send Tax Notice To:
Vulcan Trail Foundation a 501(c)(3) Non-profit Corporation

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Ten Dollars and 00/100 Dollars (\$10.00), and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, **City of Tarrant, Alabama, an Alabama municipal corporation**, (herein referred to as GRANTOR, whether one or more), does by these presents grant, bargain, sell, and convey unto **Vulcan Trail Foundation a 501(c)(3) Non-profit Corporation, an Alabama nonprofit corporation**, (herein referred to as GRANTEE), any and all of their interest in following described real estate, situated in Jefferson County, Alabama, to-wit:

SEE EXHIBIT “A” ATTACHED HERETO.

TO HAVE AND TO HOLD, Grantor does for itself, and its successors, and assigns, covenant with Grantee and its successors and assigns, that Grantor is lawfully seized in fee simple of the Property subject to the encumbrances identified herein and are heretofore made record in the Office of the Judge of Probate of Jefferson County, Alabama, and that Grantor its successors and assigns shall warrant and defend the same to Grantee and tis successors and assigns forever against any lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise. Any and all warranties contained or implied herein are expressly limited to acts done or suffered by the Grantor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _____ day of _____, 2024.

[ALL SIGANTURES ON SEPARATE PAGES]

GRANTORS:

City of Tarrant, Alabama

By: _____

Its: _____

STATE OF ALABAMA)

_____ **COUNTY)**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certifies that, _____ **as authorized representative of the City of Tarrant, Alabama** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, it executed the same voluntarily.

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public

My Commission Expires _____

GRANTEE:

Vulcan Trail Foundation a 501(c)(3)

By: _____

Its: _____

STATE OF ALABAMA)

_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certifies that, _____ **as authorized representative of the Vulcan Trail Foundation a 501(c)(3) Non-profit Corporation** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, it executed the same voluntarily.

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public

My Commission Expires _____

EXHIBIT "A"

Legal Description:

The property identified in that certain deed between the Vulcan Trail Foundation a 501(c)(3) Non-profit Corporation, grantor, and the City of Tarrant, grantee, recorded as instrument number 2017127681 on December 15, 2017, in the Office of the Judge of Probate of Jefferson County, Alabama, less and except the Southwest ¼ of Section 27, Township 16 South, Range 2 West Lying South of Lower Valley Crest Road that is further identified as Jefferson County Tax Parcel Number 1300273000004.000 which shall be retained by the Grantor / City.

SUBJECT TO:

1. Taxes and assessments for the year 2023 and subsequent years not yet due and payable;
2. Terms and covenants and conditions as set out on deed recorded in Land Record 200805 Page 16843;
3. Master Plan Covenants as set forth in instrument recorded in Land Record 200805, Page 17035;
4. Baseline Documentation Summary as set forth in instrument recorded in Land Record 200805, Page 17147;
5. Right of Re-entry and Right of Reversion as set out on deed recorded in Land Record 200805, Page 16843;
6. Right of Way granted to Colonial Properties, Inc. as shown in instrument recorded in Real Volume 1727, Page 664;
7. Right of Way granted to the City of Birmingham as recorded in Real Volume 2039, Page 957; Real Volume 2228 , Page 796; Land Record 200903, Page 18070; Real Volume 752, Page 111, and Real Volume 2228, Page 801;
8. Right of Way granted to Jefferson County, Alabama as shown in instruments recorded in Instrument No. 200216/4524, corrected in Instrument No. 200310/1293; Volume 6745, Page 337; Real Volume 371, Page 244; Real Volume 71, Page 370; Real Volume 547, Page 261; Volume 6745, Page 315, and Volume 5340, Page 557;
9. Right of Way granted to Realty Sales and Mortgage Company as shown in instrument recorded in Real Volume 1727, Page 657;
10. Right of Way granted to Sunrise Land Company as shown in instrument recorded in Real Volume 1840, Page 307;

11. Right of Way granted to the Utilities Board of the City of Oneonta as shown in instrument recorded in Real Volume 1377, Page 511;
12. Non-Exclusive Easement to Cullman-Jefferson Counties Gas District as recorded in Instrument No. 9603/1782, with Partial Assignment to Southern Natural Gas Company recorded in Instrument No. 9703/8732.
13. Right of Way granted to Alabama Power Company as set out in instrument(s) recorded in Real Volume 66, Page 460; Volume 1884, Page 291; Volume 1239, Page 476, and Volume 5444, Page 386;
14. Right of Way granted to the Water Works and Sewer Board as recorded in Volume 81, Page(s) 551-550, conveyed to the City of Tarrant as recorded in Instrument No. 200517/1921, with reservation of easements and/or rights of way;
15. Agreement with James A. King, Trustee, as set out instrument recorded in Real Volume 621, Page 424;
16. Lease to Southern Natural Gas as set out instrument recorded in Real Volume 268, Page 569;
17. Right of Way granted to Southern Natural Gas Company as shown in instrument recorded in Volume 5088, Page 311;
18. Right of Way granted to Alabama Gas Corporation as shown in instrument recorded in in Volume 6016, Page 106;
19. Right of Re-Entry and Right of Reversion as set out on deed recorded in Land Record 200805, Page 17035;
20. Less and except any portion lying within the right of way of a public or private road;
21. Any change in acreage or boundary because of indefiniteness or uncertainty of the legal description show herein with respect to the boundary line between Jefferson County Alabama Parcel ID# 13-00-35-2-002-001.00 and Parcel ID# 13-00-35-2-002-002.00;
22. Any change in acreage or boundary caused by the subject property being improperly mapped and assessed with the Jefferson County Tax Assessor or by any discrepancy between the legal description attached hereto and mapping and assessment for tax purposes of the subject property prepared by the Jefferson County Tax Assessor;
23. Any taxes assessed under Parcel ID#13-00-35-2-002-002.00 being sold for 2014 taxes and bought by Tyler Montana Jul Prescott for 2014 and 2015 taxes;

24. Terms and conditions and failure to comply, if any, with that certain Consent Decree lodged with the United States District Court on October 21, 1996 in the consolidated cases styled R. Allen Kipp, Jr. ,et al v. Jefferson County CV 94-6-2947-Sm, United States District Court, Northern District of Alabama, Southern Division, as modified and amended in accordance with the terms of that certain Substituted Memorandum of Agreement between Jefferson County the FWLT dated as of December 9, 2006, and approved by the EPA and filed with the Court, as may be further amended from time to time;

25. Any part of the land described which may constitute wetlands or tidelands and any restriction on use or development arising out of a determination that the land, or some portion thereof, may be subject to Provision and preservations statutes.

EXHIBIT “B”

Ordinance no. _____ declaring the property surplus and authorizing the disposition of the property conveyed.

ORDINANCE NO. _____

AN ORDINANCE DECLARING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY LIMITS OF THE CITY OF TARRANT AS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND DECLARING THE PROPERTY SURPLUS AND AUTHORIZING ITS DISPOSAL THROUGH CONVEYANCE TO THE VULCAN TRAIL FOUNDATION A 501(C)(3) NON-PROFIT CORPORATION.

WHEREAS, the Vulcan Trail Foundation a 501(c)(3) Non-profit Corporation (“VTF”) and the City of Tarrant, Alabama, (“City”) entered into a Memorandum of Agreement (“Agreement”) regarding Five Mile Creek Flood Mitigation Project in February 2016 that was funded through a Federal Emergency Management Agency (“FEMA”); and

WHEREAS, as part of that Agreement the VTF conveyed to the City approximately 588 acres (“referred to in the Agreement as the “Match Property”) in order to assist the City in providing the required twenty percent (20%) match as required by the grant terms; and

WHEREAS, the Flood Mitigation Project was completed through the construction of a natural dam and wetlands on approximately 113 acres (referred to as to the “Flood Mitigation Project Site”); and

WHEREAS, the 2017 deed conveying the 588 acres from the VTF to the City contained a reversionary clause that both the City and the VTF agree calls for the reversion of the Match Property less and except the real property upon which the Flood Mitigation Project Site 113+/- acres) is located; and

WHEREAS, the VTF and the City agreed for the City to retain the real property upon which the Flood Mitigation Project Site is located and return to the remaining portion of the Match Property to the VTF; and

WHEREAS, section 11-47-20 of the Code of Alabama (1975) permits real property that is not needed for municipal or public purpose to be declared surplus and direct the disposal of any real property not needed for those purposes by directing the mayor to make title thereto; and

WHEREAS, having considered the Agreement, the completion of Flood Mitigation Project according to terms of the Agreement, and the VTF’s reversionary interest in the balance of Match Property, the City Council of the City finds the Match Property, less and except the real property upon which the Flood Mitigation Project Site is placed, to be surplus and directs its disposition according to the terms of the warranty deed attached to this ordinance as Exhibit “A”; and

WHEREAS, the City Council finds it in the best interest of the City to declare the property no longer needed for a municipal or public purpose, declaring the property surplus, approving the deed attached as Exhibit “A” to this Ordinance, and authorizing the Mayor to execute all relevant documents in order to effectuate the intent of this Ordinance on behalf of the City.

NOW THEREFORE, BE IT ORDAINED by the City of Council of the City of Tarrant, Alabama, on Monday, February 5, 2023, at 7:00pm while in regular session, a quorum being duly assembled, the following:

Section 1. That the preamble above is included as if fully set out herein.

Section 2. That the real property identified in Exhibit “A” to this Ordinance be and is hereby declared no longer needed for a municipal or public purpose, is thereby surplus property of the City, and may be disposed of as provided in this Ordinance.

Section 3. That the Memorandum of Agreement Regarding the Five Mile Creek Flood Protection Project entered into between the City the VTF on or about February 22, 2016, along with the conveyance between the same parties recorded on December 15, 2017, as instrument number 2017127681 requires for the Match Property, less and except the property upon which the Flood Mitigation Project Site is located which shall be retained by the City, to be conveyed to the VTF as provided in Exhibit “A.”

Section 4. That the Mayor, the City Clerk, and/or the City Attorney be and are hereby authorized to take all necessary and reasonable actions to effectuate the intent of this Ordinance through execution of the deed attached as Exhibit “A” along with any other documents, which are necessary.

Section 5. That this Ordinance becomes effective upon its passage and publication as required by law.

ADOPTED AND APPROVED this the 5th day of February, 2024.

APPROVED: _____


WAYMAN A. NEWTON
MAYOR

ATTEST: _____

LAVERNE KNIGHT
CITY CLERK

EXHIBIT A

**Deed Conveying Balance of Match Property, less and except the Flood Mitigation Project Site
which is to be retained by the City, from the City to the VTF.**

CITY CLERK CERTIFICATION

I, Laverne Knight, the undersigned City Clerk of the City of Tarrant, Alabama, hereby certify that this Ordinance and the accompanying exhibits constitute a true, correct, and complete copy of the Ordinance that was duly adopted by the City Council on the date set out in the Ordinance, and that following adoption a copy of the Ordinance was published as required by law and that one of the places of its publication was by place a copy at City Hall.

WITNESS my signature, as said City Clerk, under the seal of said City on this the ____ day of _____, 2024.

LAVERNE KNIGHT
CITY CLERK

[SEAL]

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA
ORDINANCE NO. 1159
ID 13 00 28 4 001 001.000

2600 Pinson Valley Parkway Birmingham, Alabama 35217

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

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

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

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, February 5, 2024, at 7:00PM, a quorum duly assembled, as follows:

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

Section 2. The City Council, having reviewed the petition and application of all the

landowner(s), which is attached as Exhibit "A" to this ordinance and incorporated as if fully set out herein, is reasonably satisfied as to the accuracy of the petition and information contained in the application as stated.

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

Section 4. The City Clerk shall file or cause to be filed a certified copy of this ordinance containing the legal description of said annexed territory with the Judge of Probate of Jefferson County, Alabama, and also cause a copy of this ordinance to be published or posted in accordance with Chapter 42 of Title 11 of the Code of Alabama and provide additional copies of this ordinance to the various state and county departments as may be required or requested.

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

ADOPTED AND APPROVED this the 5th day of February, 2024



APPROVED:

**WAYMAN NEWTON
MAYOR**

ATTEST:

Dr. Laverne Knight, CITY CLERK

EXHIBIT A

PEITION AND APPLICATION FOR ANNEXATION

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly and legally adopted by the City Council of the City of Tarrant, Alabama on the 5th day of February, 2024, while in regular session on Monday, February 5th, 2024 and the same appears of record in the minute book of said date of said City and published by posting copies thereof on February 6th, 2024, at the following public places, which copies remained posted for five (5) days as required by law:

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

Witness my hand and seal of office this the 6th day of February, 2024



Laverne Knight
Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA
ORDINANCE NO. 1160
ID 13 00 27 3 000 003.000

2660 Pinson Valley Parkway Birmingham, Alabama 35217

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

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

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

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, February 5, 2024, at 7:00PM, a quorum duly assembled, as follows:

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

Section 2. The City Council, having reviewed the petition and application of all the

landowner(s), which is attached as Exhibit "A" to this ordinance and incorporated as if fully set out herein, is reasonably satisfied as to the accuracy of the petition and information contained in the application as stated.

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

Section 4. The City Clerk shall file or cause to be filed a certified copy of this ordinance containing the legal description of said annexed territory with the Judge of Probate of Jefferson County, Alabama, and also cause a copy of this ordinance to be published or posted in accordance with Chapter 42 of Title 11 of the Code of Alabama and provide additional copies of this ordinance to the various state and county departments as may be required or requested.

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

ADOPTED AND APPROVED this the 5th day of February, 2024

APPROVED:



**WAYMAN NEWTON
MAYOR**

ATTEST:



Dr. Laverne Knight, CITY CLERK

EXHIBIT A
PETITION AND APPLICATION FOR ANNEXATION

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly and legally adopted by the City Council of the City of Tarrant, Alabama on the 5th day of February, 2024, while in regular session on Monday, February 5th, 2024 and the same appears of record in the minute book of said date of said City and published by posting copies thereof on February 6, 2024, at the following public places, which copies remained posted for five (5) days as required by law:

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

Witness my hand and seal of office this the 6th day of February, 2024



L Knight
Laverne Knight, City Clerk

Agent Authorization Letter

Re: Future Dollar General located on Pinson Valley Parkway, Tarrant, AL

To Whom It May Concern:


Harold O. Finney, the owner of the property, authorizes each of the persons and/or entities listed below ("Designated Agents") to act as the Owner's agent for purposes of applying for variances on said property, and all permitting and approval procedures required for project development.

Designated Agents:

Berry Engineers, LLC.

Blackburn Holdings, LLC.

DG Holdings, LLC.



Signature

1/8/2024

Date



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

Document Submission Information

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

First Name: Reece **Last Name:** Hall

Email Address: reece@berryengineers.com

Contact Phone Number(s): 423-790-5880 ext. 7

TARRANT

ANNEXATION APPLICATION PLANNING AND ZONING DEPARTMENT

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

Said property is described further as:

A parcel of land being situated in the Northwest one-quarter of the Southwest one-quarter and in the Southwest one-quarter of the Northwest one-quarter of Section 27, Township 16 South, Range 2 West, Jefferson County, Alabama.

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

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

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 8th day of January, 2024.

Harold King
Property Owner

Property Owner

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

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

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

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

I. Description of Property

- A. Current recorded deeds for properties to be annexed: Attached
- B. Acreage: 1.71
- C. Street address of properties to be annexed: 2660 Pinson Valley Pkwy, Tarrant, AL 35217
- D. Name of subdivision if applicable N/A
- E. Current tax parcel map: Attached
- F. Fire Dues Letter: Attached
- G. Survey and legal descriptions of properties to be annexed included, if available:
Yes No

II. Property Owner Information:

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

Name Harold O. Finney

Address 4228 Stone River Rd

City Mountain Brook State AL Zip 35213-3321 Phone _____

Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

III. Additional Information:

IV. Property Owner:

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

Harold Finney
Signature

1/5/2024
Date

V. Legally Authorized Representative of Property Owner:

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

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

Signature Date

Name, full mailing address and phone number of legally authorized

representative: Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

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

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

Total Persons of Voting Age _____
0

Total Persons Registered to Vote _____
0

Number of Housing Units _____
0

Street Addresses

Number of Trailers _____
0

Street Addresses

(Zoning) Names and Address of all Businesses
Dollar General - 2660 Pinson Valley Pkwy, Tarrant, AL 35217

Business Owner/Manager Phone Number

Mailing Address

Are there any Signs/Billboards on Property?

Yes No

If yes, please describe.

There will be a pylon sign.

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

Yes No

If yes, please describe.

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

Yes No

If yes, how many/what use?

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

Yes No

If yes, what kind and how many?

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

What type zoning classification is desired for the area proposed for annexation:

_____ Agriculture _____ Residential X Commercial _____ Industrial

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

Yes No

If yes, please describe.

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

Yes No

If yes, please describe.

There will be a sewer main extension across Barton Branch.

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

Yes No

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

If yes, will you require bus pick-up?

Yes No

Reason for Requesting Annexation

For the development of a new general retail store.

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

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

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

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

Petitioner Harold L. Junig Date 1/5/2014
Petitioner _____ Date _____

NOTARY CERTIFICATE

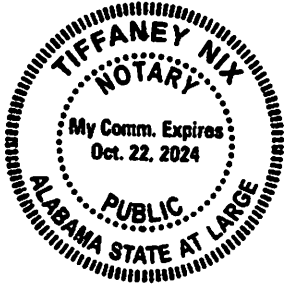
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Tiffany Nix, a Notary Public in and for the said County in said State, hereby certify that

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

Given under my hand and official seal of office, this 8th day of January, 20 24.



Tiffany Nix
NOTARY PUBLIC

My Commission Expires: Oct 22, 2024

Harold O. Finney

RESOLUTION NO. 9105

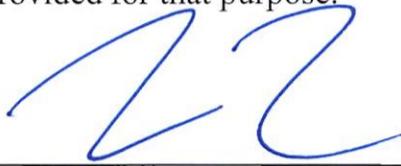
WHEREAS, the City Council includes on its agenda for regularly scheduled meetings a time for public comments; and

WHEREAS, those persons who choose to speak are required to sign a list for that purpose prior to the time the meeting is called to order; and

WHEARAS, the Council desires to clarify the order in which the citizens are called upon to address the Council and Mayor during the public comments;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the speakers during the public comments will be called upon to address the Council and Mayor in the chronological order in which they sign up on the list of speakers provided for that purpose.



Wayman
Newton Mayor



Laverne
Knight City
Clerk



CERTIFICATION OF CITY CLERK

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, Dr. Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama on the 5th day of February, 2024, while in regular session on Monday, January 5, 2024, 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 5th day of February, 2024.



CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9106

A RESOLUTION AUTHORIZING REPAIRS TO PUBLIC WORKS
EQUIPMENT – 2018 LIMB LOADER TRUCK

WHEREAS, The 2018 LIMB Loader Truck utilized by the Public Works Department of the City of Tarrant is currently out of service and in need of extensive repairs.; and

WHEREAS said loader truck is one of three trucks owned by the City of Tarrant Public Works Department and is critical to the daily public works operations; and

WHEREAS, an estimate for known repairs in the amount of \$8,431.08 is attached hereto as Exhibit A;

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, February 5, 2024 as follows:

1. That the Mayor is hereby authorized to pay for required and necessary repairs to the 2018 LIMB Loader Truck as shown on Exhibit A attached hereto and incorporated herein by reference.
2. Said funds shall be paid from the City of Tarrant General Fund.

ADOPTED THIS 5TH DAY OF FEBRUARY, 2024



APPROVED: _____

Wayman Newton, Mayor

ATTEST: _____

Laverne Knight
City Clerk, Tarrant, Alabama

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 5th day of February, 2024, while in regular session on Monday, February 5th, 2024, 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 5th day of February, 2024.

[SEAL]





Dr. Laverne Knight, City Clerk

EXHIBIT A

Public Works



2800 Powell Avenue South
Birmingham, AL 35233
(800) 501-0757

3188 US Highway 231 North
Shelbyville, TN 37160
(615) 688-7066

2025 West I-65 Service Road North
Mobile, AL 36618
(800) 435-3044

2601 South Stone Mountain Lithonia Road
Stonecrest, GA 30058
(706) 685-6900

Ship To: IN STORE PICKUP

Invoice To: CITY OF TARRANT
P.O. BOX 170220
TARRANT AL 35217

Branch 01 - BIRMINGHAM		
Date 01/08/2024	Time 15:15:25 (O)	Page 1
Account No TARRA001	Phone No 2058492802	Est No 01 001413
Ship Via	Purchase Order NEED PO	
Tax ID No		
		Salesperson NIP

ESTIMATE EXPIRY DATE: 02/07/2024

SERVICE ESTIMATE - NOT AN INVOICE

FREIGHT IS ONLY AN ESTIMATE ACTUAL FREIGHT WILL BE DETERMINED AT TIME OF INVOICE.

Stock #: E000065 RAMER 4500 SCOWBODY LOADE MS #: 12-11
Make: RM Model: KB LOADER
Is to have the following work done

PARTS TO FIX FURTHER ISSUES UPON INSPECTION
COMPLAINT:
PARTS TO FIX FURTHER ISSUES UPON INSPECTION

Part#	Description	Qty	Price	Amount
RPB-328	RACK BRASS BUSH	2	78.50	157.00
R1709	RACK SEAL KIT	2	33.45	66.90
323-RP	RACK AND PINION	1	3895.93	3895.93
	RACK AND PINION RACK GEAR			
321	RACK NUT	2	6.50	13.00
302-1	CENTER TUBE	1	732.50	732.50
322	21 TOOTH GEAR	1	1135.73	1135.73
FRT	FREIGHT	1	500.00	500.00

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES	130.02	130.02

Parts: 6501.06
Labor: 1800.00
Miscellaneous: 130.02
TOTAL: 8431.08

Authorization: _____

Check us out online at: www.secequip.com



📞 🌐 📧 Sansom Equipment Company | 📧 📧 @secequipment

Thank You For Your Business!

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9107

AUTHORIZING THE MAYOR TO ENGAGE VENDORS ASSOCIATED WITH HOSTING THE CITY OF TARRANT'S 2025 EASTER EGG HUNT.

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, February 5, 2024 at 7:00 pm as follows:

Section 1. That the Mayor is hereby authorized to engage vendors for purposes related to hosting the City of Tarrant's 2024 Easter Egg Hunt. The hunt is scheduled for Saturday, March 23, 2024 to be held at William C. Hewitt Part at 11am until 1pm; and

Section 2. That the City of Tarrant will spend an amount not to exceed \$4,000 for the event with all expenses being paid from **01 General Fund**.

APPROVED and ADOPTED this the 5th day of February, 2024.



APPROVED: _____

WAYMAN NEWTON, MAYOR

ATTEST: _____

LAVERNE KNIGHT, CITY CLERK

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dr. Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama on the 5th day of February, 2024, while in regular session on Monday, February 5, 2024, 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 5th day of February, 2024.



Laverne Knight, City Clerk



CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9108

**A RESOLUTION TO ESTABLISH AN ANNUAL SUBSCRIPTION
TO PRODUCTS OFFERED BY FLOCK SAFETY TO INSTITUTE
CAMERAS WITH AUDIO DETECTION**

WHEREAS, the need for additional resources to deter and record crime within the City of Tarrant has been mentioned by the citizens of the City of Tarrant; and

WHEREAS, the corporate limits of the City of Tarrant has been plagued with reports of the unlawful discharge of firearms, shootings resulting in the absence of injury, and shootings involving various forms of injury; and

WHEREAS, the corporate limits of the City of Tarrant has been subjected to various crimes involving the use of motor vehicles which flee our corporate limits with depicted tags; and

WHEREAS, Pinson Valley Parkway, *i.e.*, Highway 79, within the corporate limits of the City of Tarrant has been subjected to traffic accidents of varying degrees including accidents recently with involved fatalities and several accidents where subjects flee the scene; and

WHEREAS, Pinson Valley Parkway, *i.e.*, Highway 79, had 127 traffic accidents of a total 340 traffic accidents between January 16, 2023 to January 16, 2024; and the City of Tarrant had 59 traffic accidents where vehicles left the scene between the same time frame; and

WHEREAS, Tarrant Municipal Code § 2-200, Ordinance 992, § 1, 10-20-2008, specifies that “[t]he only exceptions are products or services that due to their uniqueness are incapable of competitive bid (an addition to existing equipment or repair of existing equipment), or items which are considered a single source (products or services only available from the manufacturer with no dealers or distributors marketing the product or service).”; and

WHEREAS, Flock Safety’s states on their website: “We exist to eliminate crime and keep your community safe. Our holistic public safety platform is comprehensive and intelligent – that means you have the actionable evidence you need to solve, deter, and reduce crime across neighborhoods, schools, businesses and entire cities.”; and

WHEREAS, Flock Safety provides the following products which are unique to their brand with access to camera footage also uploaded by neighboring agencies:

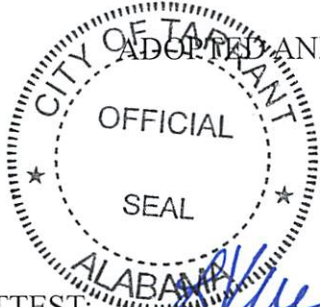
1. The **Flock Safety Falcon** to “get clear footage of vehicles traveling OVER 100mph across multiple lanes and long distances.” This camera includes license plate reading capabilities.
2. The **Flock Safety Sparrow** which “works 24/7 to capture images of the backs of vehicles that enter residential community, providing the crucial pieces of evidence that law enforcement needs to investigate a crime.” This camera includes license plate reading capabilities.
3. The **Flock Safety Raven** which will “pair audio detection with LPR and video cameras to transform your response to 'shots fired' calls and improve your ability to solve and prevent gun-related crimes.”

WHEREAS, Birmingham Police Department, Jefferson County Sheriff’s Office, Fultondale Police Department, Irondale Police Department, Gardendale Police Department, and alternate non-surrounding agencies within Alabama, have already implemented use of Flock Safety cameras and products; and

WHEREAS, the Tarrant Police Department would be then capable of producing leads to solving crimes involving the use of discharged firearms along with the tracking of vehicles engaged in unlawful activities within our corporate limits; and

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, February 5, 2024 at 7:00 pm as follows:

That the Mayor is hereby authorized the annual spending of \$40,000 for products offered by Flock Safety to assist in the reduction of motor vehicle accidents, assist with crime reduction involving vehicles, reduce time and accuracy of response to discharged firearms, and to assist in the reduction of crime of varying degrees.



ADOPTED AND APPROVED THIS 5TH DAY OF FEBRUARY 2024

APPROVED: _____

Wayman A. Newton, *Mayor*

ATTEST: _____

Dr. Laverne Knight, *City Clerk*

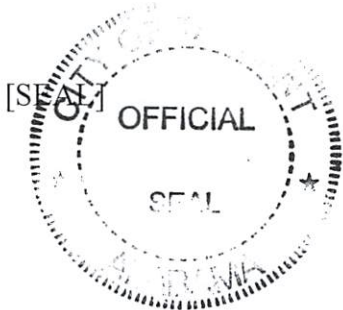
CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 5th day of February, 2024, while in regular session on Monday, February 5th, 2024, 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 5th day of February, 2024.



Dr. Laverne Knight, *City Clerk*

Flock Safety + AL - Tarrant PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Cate Carreiro
cate.carreiro@flocksafety.com
4075807479

flock safety

PURCHASE REQUISITION

VENDOR NO.

No. _____

FLOCK SAFETY
 1170 HOWELL MILL RD, SUITE 210
 ATLANTA, GEORGIA, 30318



PLEASE NOTE

DATE 2/12/2024
 SHADED AREAS FOR USE BY
 PURCHASING DEPT
WILLIAMSON
 ORIGINATOR OF REQUISITION
 INDICATE OFFICE TO RECEIVE
 FIELD COPIES OF PURCHASE
 ORDER.

SHIP TO: **CITY OF TARRANT**
 C/O TARRANT POLICE DEPARTMENT
2593 COMMERCE CIRCLE, TARRANT, 35217, ALA

TRAFFIC YES NO

TAX: 1-1/2% <input type="checkbox"/>		4% <input type="checkbox"/>		NOT TAXABLE <input type="checkbox"/>		SEE BELOW <input type="checkbox"/>	
<small>Local Number</small>	<small>P.O. Number</small>	<small>PO Date</small>	<small>Status</small>	<small>Terms</small>			

DEPT		F.O.B.		N.I.P.		DATE PROMISED	
SHIPPED FROM						2/12/2024	
FLOCK SAFETY							
<small>Date Req'd or See Split Date Req'd</small>	<small>Buyer Name</small>	<small>Reference</small>			<small>Type</small>		
2/12/2024	TARRANT POLICE DEPARTMENT	LPR CAMERAS & AUDIO			PUBLIC SAFETY		

ITEM	ORDER		DESCRIPTION	PRICE	DISC %	UI	AMOUNT
	Quantity						
1			FLOCK SAFETY ANNUAL CONTRACT	39,400.00			39,400.00
			ANNUAL RECURRING AFTER YEAR 1 - \$38,000.00				
			DUE AT SIGNING:				39,400

IF USED TO CONFIRM A PURCHASE ALREADY MADE, PLAINLY MARK CONFIRMING, AND ATTACH APPROVED INVOICE REQUISITION CONTROL STAMP

N/A
 DEPARTMENT HEAD
 NEWTON, CONTRACT EXECUTED
 APPROVED - MAYOR

REQUISITION CONTROL STAMP


By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: AL - Tarrant PD

By: _____

By:  _____

Name: _____

Name: WAYMAN NEWTON

Title: _____

Title: MAYOR

Date: _____

Date: 2/12/2024

PO Number: _____

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Raven®	An audio detection device that provides real-time alerting to law enforcement based on programmed audio events.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Law Enforcement Network Access	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$39,400.00
Annual Recurring after Year 1	\$38,000.00
Contract Total	\$77,400.00

*Tax not included

flock safety

EXHIBIT A ORDER FORM

Customer: AL - Tarrant PD
 Legal Entity Name: AL - Tarrant PD
 Accounts Payable Email: dwilliamson@tarrantpd.com
 Address: 2593 Commerce Circle Birmingham, Alabama
 35217

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$38,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	6	Included
Flock Safety Audio Products			
Flock Safety Raven® - 1/2mi	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	5	\$750.00
		Subtotal Year 1:	\$39,400.00
		Annual Recurring Subtotal:	\$38,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$77,400.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9109

A RESOLUTION AUTHORIZING THE ACQUISITION OF A JCB BACKHOE FOR PUBLIC WORKS DEPARTMENT

WHEREAS, The 2010 JCB Backhoe utilized by the Public Works Department of the City of Tarrant is currently out of service and again in need of extensive repairs.; and

WHEREAS said backhoe is the only backhoe owned by the City of Tarrant Public Works Department and is critical to the daily public works operations; and

WHEREAS, repairs in the amount of over \$10,000 have been performed over the past year with additional repairs in excess of \$12,000 currently needed; and

WHEREAS, the rate of repairs and lost project hours have become unsustainable and unbalanced with the value of the current backhoe; and

WHEREAS, a quote for the acquisition of a new backhoe has been provided by current vendor Orbis JCB is hereby attached as Exhibit A; and

WHEREAS, Orbis JCB is 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, ^{Feb 3 2024} ~~December 19, 2022~~ at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to acquire a new JCB backhoe 3CX 14LFCE from Orbis JCB, as described more fully in attached Exhibit A in an amount not to exceed \$104,000.00 and financed under the following terms: X 60 month lease at a rate of \$1,498.00 per month, OR _____ 60 month purchase at a rate of \$2083.00 per month.

Section 2. Said funds shall be paid from the City of Tarrant General Fund.



ADOPTED THIS THE _____th DAY OF FEBRUARY, 2024

APPROVED: _____

Wayman Newton, Mayor

ATTEST: _____

Laverne Knight, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 5th day of February, 2024, while in regular session on Monday, February 5, 2024, 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 5th day of February, 2024.

[SEAL]





Dr. Laverne Knight, City Clerk

EXHIBIT A



Product Quotation

**Prepared For:
City of Tarrant
Tarrant AL**



**Prepared By:
Mark Long
Orbis JCB
LEEDS AL 35094
mobile:256-453-0618**

Image is for indicative purpose only and may not represent exact equipment being quoted



Prepared For:
City of Tarrant
Tarrant AL

fax:fax:

Dealer Information
Orbis JCB
8920 WEAVER AVE
LEEDS AL 35094
phone:(205) 699-2699
fax:(205) 699-2689
www.orbisjcb.com

Prepared By:
Mark Long
mlong@southlandmachinery.net
mobile:256-453-0618
Quote Date: 12/04/23
Valid Until: 01/03/24
Quotation Reference: 398745

Model: 3CX 14LFCE

Qty: 1

Equipment Description

3CX-14 EXT DIPPER, (CM) 74HP (55kW) T4F ENGINE 4WD, EASY CONTROLS, STD LIFT
3CX-14 74HP CM 4WD EASY CONTROL MODEL PACK
MICHELIN POWER CL 340/80-18 and 440/80-28 MANUAL + LSD, 4WD/2WS
LOW ROOF CAB WITH A/C CLOTH SUSPENSION SEAT
LOW CAB, LIVELINK,
HAMMER PIPEWORK
3/8 LOADER PIPEWORK RTD
ENGLISH TERRITORY PACK
DIRECT MOUNT GP SHOVEL 92 IN, 1.4yd3, HEAVY DUTY WITH BOLT-ON-TOEPLATE
BACKHOE BUCKET - 24 IN (600MM) HEAVY DUTY 5 TEETH

Equipment Total	103,365.00
Total Customer Sale Price	103,365.00

Finance Option	
24 Month Lease	\$ 2,266.00 per month
36 Month Lease	\$ 1,842.00 per month
48 Month Lease	\$ 1,622.00 per month
60 Month Lease	\$ 1,498.00 per month
24 Months at 7.53%	\$ 4,676.00 per month
36 Months at 7.53%	\$ 3,233.00 per month
48 Months at 7.53%	\$ 2,513.00 per month
60 Months at 7.53%	\$ 2,083.00 per month

Notes: Two (2) year /2000 hour full machine warranty
Does not include applicable tax.

The above quote supersedes all preceding price quotes. Prices quoted are valid for 30 days from quote date.

Customer Acceptance: _____ Date _____

Dealer _____ Date _____





1/2/2020

Dear Customer:

Attached is your equipment financing Documentation Package. Please ensure all forms are completed, signed and returned to your dealer.

Our goal is to help you complete your transaction as quickly as possible, so please follow these guidelines for the fastest processing:

1. The Documentation Package must be signed by an authorized signor as outlined below:

Business Type:	Authorized Signors:
Sole Proprietorship	Owner
Partnership	Partner
Limited Liability Company	Manager or Member
Corporation	President or other authorized corporate officer

2. If you are a sole proprietor, a copy of the signer's driver's license is required.
3. A Certificate of Insurance is required under the contract. If you are financing a commercial motor vehicle or trailer, a certificate of insurance is required. Please see the Insurance Requirements form included for assistance in having your agent provide a correct Certificate of Insurance.
4. ACH – to make payments via ACH you must sign the Authorization for Automatic Withdrawal form and attach a voided check with your executed documents.
5. If a lease, attached is a Notification of Tax Treatment to be completed to ensure proper handling of sales/use tax. If you are tax exempt, please provide a copy of your Tax Exemption Certificate. If you are claiming a reseller sales tax exemption, please provide a copy of your reseller license or reseller exemption certificate. The Certificate or License must be completed, signed, dated and made out to:

JCB Finance
655 Business Center Drive, Suite 250
Horsham, PA 19044

6. IF THE END OF LEASE IS \$100.00 OR LESS (A "NOMINAL PURCHASE PROVISION") AND THE LEASED EQUIPMENT IS NOT LOCATED IN THE FOLLOWING STATES (CT, DC, CA, FL, IN, MI, NV, TN) YOU WILL BE RESPONSIBLE FOR FILING ALL PERSONAL PROPERTY TAX RETURNS. YOU WILL ALSO BE RESPONSIBLE FOR PAYMENT OF ANY BILLING(S) FROM YOUR RETURN FOR PERSONAL PROPERTY TAX FROM YOUR STATE, LOCAL OR OTHER GOVERNMENT TAXING AUTHORITY.
7. Depending on the date that you accept your equipment, your first invoice will be due either the 1st or 15th of the following month. Interim rent or Interim Interest will be included on your first billed invoice.
8. We will be calling you to verbally verify receipt of the equipment and confirm equipment location, billing address and your first payment due date. Please ensure your documents include your correct contact information.
9. If your financed amount is over \$500,000, we require the original executed documents to be returned to Sheena Gordon at:

JCB Finance
655 Business Center Drive, Suite 250
Horsham, PA 19044

PLEASE NOTE: ELECTRONIC SIGNATURES ARE NOT ACCEPTED

Important Information About Procedures for Opening a New Account (Your Loan/Lease). To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account (your loan/lease). What this means for you: When you open an account (your loan/lease), we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Based on the USA PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations, if this transaction requires funding to anyone other than your equipment vendor, you may be asked to deliver certifications of beneficial owners and this may delay funding until received.

Thank you for choosing JCB Finance for your financing needs. We appreciate your business. If I can be of assistance please contact me at (267) 960-4000.

Sincerely,

Sales Support Representative



Lessee:

Legal Name:	Fed Tax ID#:		
Legal Address:	Phone Number:	Cell Number:	Fax Number:
Billing Address:	E-Mail Address:		
Send Invoice to Attention of:	Vendor Name:		

Equipment Description:

Quantity	Manufacturer, Model and Description	Serial Number

Equipment Location Address:

--

Transaction Terms/Payment Schedule:

Number of Payments:	Payment Amount:	Lease Term (months):	Advance Payment:	Financed Documentation Fee:
	\$		\$0.00 + Applicable Taxes	\$400.00

See attached Schedule B for variable payment structure

Payable:	End of Lease Provision:
Monthly	Fair Market Value

We have written this Lease in plain language because we want you to understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Lessee named above. The words "we", "us", and "our" refer to the Lessor named above.

THIS LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS LEASE AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. YOU SPECIFICALLY WAIVE ANY DEFENSE BASED UPON FORUM NON CONVENIENS AND YOU ADMIT THAT THE STATE AND FEDERAL COURTS LOCATED IN EASTERN DISTRICT OF PENNSYLVANIA ARE CONVENIENT FORUMS TO RESOLVE ALL DISPUTES UNDER THIS LEASE. You agree to submit the original lease documents with the security deposit, if applicable, to Lessor or its assignee via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this agreement and the faxed copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under this Lease.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON PAGES TWO AND THREE OF THIS AGREEMENT.

Lessor		Lessee	
JCB Finance 655 Business Center Drive, Horsham, PA 19044			
Signature:	Date:	Signature:	Date:
Print Name:	Title:	Print Name:	Title:

Terms and Conditions:

<p>1. Lease. Subject to the terms of this Lease, you agree to lease from us the Equipment and, if applicable, finance any delivery and installation costs described above when we accept this Lease at our office in Pennsylvania. ONCE WE ACCEPT THIS LEASE, YOU MAY NOT CANCEL IT DURING THE FULL LEASE TERM. You agree to be bound by all the terms of this Lease.</p>	<p>2. Delivery and Acceptance of System. Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing this Lease, you assign your right, but none of your obligations under it, to us.</p> <p style="text-align: right;">Terms and Conditions Continued on pages 2 and 3</p>
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TERMS AND CONDITIONS - continued

3. Rent. You agree to pay us Rent (plus applicable taxes) when each payment is due. If your Rent payments are due in advance, your first Rent repayment is due on the date you accept the Equipment under this Lease. Rent is due whether or not you receive an invoice from us. Interim Rent shall be due from the date that you accept the Equipment. We may charge you a return check or non-sufficient funds charge for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due of \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.

4. Unconditional Obligation. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE FOR THE FULL LEASE TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.

5. Disclaimer of Warranties. THE EQUIPMENT IS BEING LEASED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS LEASE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. YOU AGREE THAT WE ARE NOT LICENSING THE SOFTWARE TO YOU.

6. Title and Security Interest. Except for leases with \$100.00 purchase provision, we will have title to the Equipment. If you have a \$100.00 purchase provision and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and any substitutions and replacements thereof and all proceeds therefrom. You authorize us to sign financing statements and file financing statements on your behalf. All facsimile documents can also be regarded as original documents.

7. Use, Maintenance and Repair. You will not move the Equipment from the Location without our advance written consent. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear expected.

8. Taxes. You agree to pay us, when invoiced, all taxes and charges. We may charge you a processing fee for administering property tax filings.

9. Indemnity. We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operations, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Lease has expired for acts or omissions which occurred during the Lease Term.

10. Loss or Damage and Insurance. You are responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to you until the time it is returned to us. You agree to (a) keep the Equipment fully insured against loss, naming us as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tell you, naming us as additional insured, until you have met all of your obligations under this Lease. If you do not provide us with evidence of proper insurance at our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our own interest in the Equipment at your expense. An insurance charge will be added to each of your invoices. The insurance charge includes premium, interest and/or finance charges on that premium, fees for tracking the insurance, and administration expenses (including a fee

10. Loss or Damage and Insurance (continued) payable to Us which may include a profit). You will pay all insurance premiums and related charges and there will be no deductible.

11. Default and Remedies. You will be in default under this Lease if any of the following happens: (a) we do not receive any Rent or other payment due hereunder 5 days after its due date, or (b) you or any of your guarantors become insolvent, are liquidated, dissolve, stop doing business, divide into two or more entities, or assign rights or property for the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (d) (for individuals) you or any of your guarantors die, or have a guardian appointed, or (e) any representation you have made in this Lease shall prove to be false or misleading in any material aspect, or (f) you or any of your guarantors break any guaranty and do not correct the default within 10 days after we send you written notice of the default, or (g) you default on any other agreement between you and us (or our affiliates), or (h) you violate the terms of the software license agreement, or (i) if there has been a material adverse change in your business, assets, operations, condition (financial or otherwise) or results of operations. Upon the occurrence of default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value (i) any and all amounts which may be then due and payable by you to us under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, plus (iii) the Purchase Provision Amount, if stated, or if

no fixed Purchase Amount is given, our reasonable estimate of the Fair Market Value of like equipment as of the end of the Lease Term, all discounted at the higher of 6% or the lowest rate allowed by law (collectively, the "Net Book Value"). Any return or repossession will not be considered a termination or cancellation of the lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree to pay all of the costs we incur to enforce our rights against you including attorney's fees

12. Your End of Lease Provisions. If a fixed price purchase option ("FPPO") or True Lease purchase provision is indicated above and provided you are not in default and have duly performed the terms, covenants and conditions, but not limited to the payment of all rentals required to be paid, you will give us at least 90 days but no more than 180 days written notice to the attention of Asset Management – End of Lease Administration, 655 Business Center Drive, Horsham, PA 19044 before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Purchase Provision" fixed price as listed (True Lease amounts will be determined by us based on the Equipment's in place value) plus any applicable taxes or b) return all the Equipment in good working condition at your cost in a time, manner and to a location we designate. Return provisions require original manufacturer tires at >50% wear with no flat spots or chunking, no engine smoke, no vibrations or leaks, >50% remaining brake life, >50% time remaining to the next overhaul, all booms straight, hydraulics must be 100% operational and >50% remaining track life if applicable. Usage is limited to 1,000 hours per year with no harsh applications with a per hour fee for such excess hours equal to the sum of the annual Rent payments divided by the allowed annual hours. If you fail to notify us at the end of the term, this Lease will automatically renew at the same payment amount on a month to month basis, with a minimum 90 day return notification required. You will pay us for any missing or defective parts or accessories and the estimated repair costs if the equipment is not in the condition described above. YOU WILL CONTINUE TO PAY RENT UNTIL THE EQUIPMENT IS RECEIVED AND ACCEPTED BY US. For all other provisions, you will be billed the amount stated above plus any applicable taxes.

13. Further Assurances. From time to time, You will execute and deliver to Us, or Our Assignee, on demand and without limitation, such additional documents and will provide such additional information, including financial information, as We or Our Assignee, may reasonably require to carry out the terms of this Lease and be informed of Your status and affairs.

Terms and Conditions Continued on page 3.

TERMS AND CONDITIONS - continued

14. **Miscellaneous.** This Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. TIME IS OF THE ESSENCE IN THIS LEASE. If a court finds any provision of the Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to payment reporting agencies. To the extent permitted by law, we may charge a fee to cover our documentation and investigation costs.

15. **Waivers.** WE AND YOU IRREVOCABLY WAIVE ANY AND ALL RIGHT EITHER OF US MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS LEASE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS LEASE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. WE AND YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in lessee's possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which requires us to sell or otherwise use any Equipment to reduce our damages, which requires us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. We will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver the Equipment.

16. **USA PATRIOT ACT NOTICE.** TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH LESSEE THAT OPENS AN ACCOUNT. WHAT THIS MEANS: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR THE BUSINESS NAME, BUSINESS ADDRESS, TAXPAYER IDENTIFYING NUMBER AND OTHER INFORMATION OR DOCUMENTATION THAT WILL ALLOW US TO IDENTIFY YOU, SUCH AS ORGANIZATIONAL DOCUMENTS. FOR SOME BUSINESSES AND ORGANIZATIONS, WE MAY ALSO NEED TO ASK FOR IDENTIFYING INFORMATION AND DOCUMENTATION RELATING TO CERTAIN INDIVIDUALS ASSOCIATED WITH THE BUSINESS OR ORGANIZATION.

17. **Anti-Money Laundering / International Trade Law Compliance.** You represent and warrant to us, as of the date of this Lease, the date of each advance of proceeds under this Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of this Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay this Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. You covenant and agree that you shall immediately notify us in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means you, your affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all of your brokers or other agents acting in any capacity in connection with this Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

18. **Change in Business / Management / Ownership.** You covenant and agree that from the date of this Lease until all of the obligations have been paid in full and all of our commitments have been terminated, you will not, without our prior written consent (a) make or permit any change in (i) your form of organization, (ii) the nature of your business as carried on as of the date hereof, (iii) the composition of your current executive management, or (iv) your equity ownership, or (b) merge or transfer (including, without limitation, any transfer resulting from your division into two or more entities) all or substantially all of your stock or assets.

19. **Beneficial Ownership.** If applicable, you agree to deliver certification(s) of beneficial owners in the form requested by us (as executed and delivered to us on or prior to the date of this Lease and updated from time to time, the "Certification of Beneficial Owners"). You represent and warrant (which shall be continuing in nature and remain in full force and effect until all of the obligations are paid in full) that the information in the Certification of Beneficial Owners executed and delivered to us on or prior to the date of this Lease (if applicable), as updated from time to time in accordance with this Lease, is true, complete and correct as of the date hereof and as of the date any such update is delivered. You acknowledge and agree that the Certification of Beneficial Owners (if applicable) is a Lease document. You agree that from the date of execution of this Lease until all of the obligations have been paid in full and all of our commitments have been terminated, you will provide (i) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to us (if applicable), as and when requested by us, (ii) if applicable, a new Certification of Beneficial Owners in form and substance acceptable to us when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to us have changed, and (iii) such other information and documentation as may reasonably be requested by us from time to time for purposes of compliance by us with applicable laws (including without limitation the USA PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by us to comply therewith.

CERTIFICATE OF ACCEPTANCE

Lessor: JCB Finance
Lessee:
Agreement #:

Equipment:

Quantity	Year, Manufacturer, Model and Description	Serial Number

Lessee, through its authorized representative, hereby certifies to Financier that:

1. The Equipment has been duly delivered to the location where it will be used, which the Equipment Location is set forth in the above described Agreement with Lessee ("Lease Agreement").
2. All of the Equipment has been inspected and is determined to be (a) complete, (b) properly installed, (c) functioning, and (d) in good working order and in compliance with all applicable specifications.
3. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes.
4. Lessee acknowledges that the signature on this document (i) constitutes unconditional acceptance of the Equipment under and subject to the terms of the Lease Agreement, (ii) that such acceptance is not on a trial basis and (iii) hereby authorizes the commencement of the Lease Agreement and the date below reflects the date the equipment was accepted.
5. Lessee is not in default under the Lease Agreement and all of Lessee's statements and promises set forth in the Lease Agreement are true and correct.

A photocopy, facsimile, scanned copy or other electronic copy of this document shall be accepted as a legal binding agreement.

Accepted by:

Lessee:

By: _____
(Signature)

(Name)

(Title)

(Date)

Financier (Lessor/Lender): JCB Finance
Obligor (Lessee/Borrower):
Agreement #:

In consideration of Financier entering into above Agreement # with Obligor ("Financing Agreement"), each of us, as a primary obligor, jointly, and severally, absolutely and unconditionally guarantees to Financier (and any assignee of Financier) the (i) prompt payment of Obligor's indebtedness or balance of indebtedness to Financier under the terms of the Financing Agreement, whether such indebtedness now exists or is incurred hereafter, (ii) the prompt performance of Obligor's obligations under the terms of the Financing Agreement and (iii) any and all expenses, including reasonable attorney's fees, incurred by Financier in enforcing its rights hereunder. This Personal Guaranty is an unconditional guarantee of payment and performance. Financier may enforce the terms of this Personal Guaranty even if the Financing Agreement is deemed to be invalid or unenforceable and without first proceeding against Obligor or the financed property.

Should Obligor be in default of the terms of the Financing Agreement, Financier shall have the right to proceed against any one of us or all of us at any time, without any notice and without any proceeding or action against Obligor. Each of us agrees to be bound by and on demand to pay any deficiency established by a sale of the financed property, with or without notice to us, and to pay all attorneys' fees and other expenses incurred by Financier by reason of any default by Obligor or by any of us hereunder. Each of us waives (i) notice of acceptance of this Personal Guaranty; (ii) promptness and diligence; (iii) notice of the incurrence of any obligation by Obligor; (iv) notice of any actions taken by Financier or Obligor under the Financing Agreement or any agreement related thereto; (v) presentment, demand or payment, notice of non-payment, default, dishonor, and/or protest by Obligor; (vi) any requirement that Financier exhaust any right against Obligor, any other Obligor or any collateral; and (vii) notice of any election by Financier to sell any financed property and/or collateral at a public or private sale. Each of us consents to any (i) extension or extensions of the time or times of payment of the indebtedness by Obligor, or any portion thereof, (ii) change in the form of such indebtedness, (iii) compromise or settlement of any obligations of Obligor, or (iv) release of any rights against Obligor or any other party at any time directly or contingently liable for the payment of Obligor's obligations under the Financing Agreement.

This Personal Guaranty shall not be discharged or affected by death of any one of us and shall bind our respective current and future heirs, executors, administrators, personal representatives, successors and assigns. None of us shall be released or discharged, either in whole or in part by Financier's failure or delay to perfect or continue the perfection of any security interest in the financed property or to protect such financed property. No payment by either of us shall entitle us, by subrogation or otherwise, to any payment by the Obligor hereunder or out of Obligor's property. You shall furnish to us (i) personal financial statements on a form acceptable to us within ninety (90) days of each calendar year end, (ii) within thirty (30) days of filing, your signed, filed tax returns, and (iii) such other reports and financial information regarding your financial condition as we may reasonably request from time to time

Counterparts: This agreement may be executed in counterparts, each of which will be an original and all of which will constitute a single agreement

A photocopy, facsimile copy, scanned copy or other electronic copy of this document shall be accepted as a legal binding agreement.

Each of us hereby agrees to waive all rights to a jury trial. This Personal Guaranty shall be governed by the laws of the Commonwealth of Pennsylvania. We agree to the jurisdiction and venue of Federal and State Courts in Pennsylvania.

Individual Guarantor:

By: _____
(Signature)

Address: _____

Date: _____

Individual Guarantor:

By: _____
(Signature)

Address: _____

Date: _____

INSURANCE INSTRUCTIONS
SIGNATURE REQUIRED BELOW

Financier (Lender/Lessor): JCB Finance
Obligor (Borrower/Lessee):
Agreement #:

Under the terms of your above referenced Agreement # ("Lease/Loan"), you are required to carry adequate insurance coverage on the financed equipment. Homeowners Policies will not cover commercial financing. If we do not receive your Certificate of Insurance, you will automatically be enrolled in our Comprehensive Equipment Insurance, an affordable coverage plan with NO DEDUCTIBLE underwritten and sold by Assurant.

Please send the Certificate of Insurance with your signed documents or instruct your agent to email the certificate to InsTrack@Assurant.com.

Your Certificate of Insurance must show the following:

- Above referenced Agreement #
- Name of the Insurance Company and Policy Number
- Effective and Expiration Date of Coverage.
- INSURED PARTY: The Obligor listed above must be named as Insured.
- PROPERTY DAMAGE INSURANCE:
 - For Equipment: Financier must be named **Loss Payee** against any loss including fire, theft and any other standard peril normally covered under a commercial policy for not less than the replacement cost of the equipment.
 - For Vehicles: PHYSICAL DAMAGE INSURANCE: Financier must be named **Loss Payee** for comprehensive and collision coverage for not less than the replacement cost of the equipment.
- LIABILITY INSURANCE: ONLY REQUIRED FOR LEASES.
 - Financier must be named as **Additional Insured**. The minimum coverage is \$1,000,000 per occurrence/ \$1,000,000 aggregate liability coverage.
- LOSS PAYEE/ ADDITIONAL INSURED:
 - **JCB Finance and Its Successors And/ Or Assigns (ISAOA)**
 - c/o Insurance Service Center
 - P.O. Box 979129
 - Miami, FL 33197-9129
- DESCRIPTION OF EQUIPMENT: The following equipment must be listed on or attached to the Certificate of Insurance:

Quantity	Year, Manufacturer, Model and Description	Serial Number

By signing below, I acknowledge that I have made sure that my agent understands that I am financing the equipment and that if the Certificate of Insurance is not received within 60 days of the commencement of the Lease/ Loan, the Financier may purchase insurance on the Financier's own interest in the Equipment at my expense. The insurance charge will be added to my monthly Lease/Loan payment and is non-refundable.

Obligor:

By: _____
(Signature)

(Name)

(Title)

(Date)



CUSTOMER CONTACT FORM

*The information provided in this form is useful for verification,
billing and general account administration purposes.*

Agreement #:

Principal contact name: _____

Phone #: _____ Fax#: _____ Cell#: _____

Email Address: _____

Best time to reach: _____

BILL TO:

Name: _____

Address: _____

City, State, Zip: _____

Attention: _____

EQUIPMENT LOCATION:

Address: _____

City, State, Zip: _____

AUTHORIZATION FOR AUTOMATIC WITHDRAWAL
Agreement #

Financier (Lessor or Lender):

Obligor (Lessee or Borrower):

JCB Finance 655 Business Center Drive, Suite 250 Horsham, PA 19044	
--	--

This Authorization For Automatic Withdrawal ("Authorization") given by Obligor authorizes Financier to withdraw funds from and/or to debit the account referenced in the attached voided check ("Account") in the amount of the monthly charges which may include, in addition to regular monthly payments, interim rent, taxes or other fees incurred from time to time on the above referenced Agreement ("Agreement"). This withdrawal will be made monthly on the due date specified in the Agreement. This Authorization will remain in full force until Obligor has notified Financier in writing at least 30 days in advance of its decision to terminate or suspend this Authorization or until all amounts due under the Agreement are paid in full. Obligor further acknowledges and agrees that suspension or termination of this Authorization will not relieve the Obligor or its guarantors of its obligation to make payments to Financier. Suspension or termination of this Agreement will constitute an automatic default on the Agreement or any other financing agreements with the Financier in the event this Authorization was a credit approval requirement.

Obligor agrees to maintain a balance in the Account sufficient to cover such monthly amounts. In the event any withdrawal made under this Authorization is not paid upon presentation, Financier reserves the right to cancel this Authorization and require Obligor to remit all monthly payments and other sums due and payable under the terms of the Agreement directly to Financier. Obligor acknowledges and agrees that all payments due under the terms of the Agreement are the responsibility of Obligor. If any payment is not made due to the temporary suspension of service or cancellation or because of insufficient funds in the Account, Financier may at its discretion attempt to process the payment again and Obligor agrees to additional fees, which will be initiated as a separate transaction from the monthly payment. If Financier is unable to process payments under this Authorization, Obligor shall be required to make the payment manually on time. If this is not done, late charges (as defined in the Agreement) shall apply.

Obligor agrees not to dispute these scheduled transactions with its bank provided the transactions correspond to the terms indicated in this Authorization.

Signature below indicates that Obligor has verified and confirmed that all of the information provided above is correct. A copy of a voided check is attached to this Authorization.

ATTACH VOIDED CHECK HERE

A voided check from your checking account must be included in this application.
(Do not use a deposit ticket or temporary check.)

Obligor:

By: _____
(Signature)

(Name)

(Title)

(Date)

NOTIFICATION OF TAX TREATMENT

Lease Agreement #:

Lessor: JCB Finance

Lessee:

Lessor is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate prior to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us for us to determine if the tax abatement or special exemptions are available to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to Lessor.
- I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- Inside city limits
- Outside city limits
- Unincorporated area

Property Tax

- I have a valid abatement or property tax exemption (documentation attached).
- Location: State _____ Taxing District _____

Additional comments:

LESSEE:

By: _____
(Signature)

(Print Name)

(Title)

(Date)

PLEASE COMPLETE AND SIGN FORM

ACKNOWLEDGMENT AND AUTHORIZATION

Undersigned:
Loan/Lease number:

In connection with the transaction referenced above (the "Transaction") with JCB Finance, the undersigned, in his or her individual capacity, hereby agrees, requests, and provides written authorization to JCB Finance or its designee (and any assignee or potential assignee hereof) to obtain such individual's personal credit profile from one or more national credit bureaus. This authorization extends to obtaining a credit profile in (i) considering an application for credit that is evidenced, guaranteed, or secured by the documents executed in connection with the Transaction, (ii) assessing creditworthiness, and (iii) considering extensions of credit, including on an ongoing basis, as necessary for the purposes of (a) updating, renewing, or extending such credit or additional credit, (b) reviewing, administering, or collecting the resulting account, and (c) reporting on the repayment and satisfaction of such credit obligations.

By signing below, the undersigned further ratifies and confirms his or her prior requests and authorizations with respect to the matters set forth herein. For the avoidance of doubt, this acknowledgment does not apply to person signing below in his or her capacity as an officer or other authorized representative of an entity, organization or governmental body.

Undersigned:

Signature: _____

Print Name: _____

Date: _____

lbaker@cityoftarrant.com

From: Mark Long <m.long@orbisjcb.com>
Sent: Wednesday, December 13, 2023 2:37 PM
To: 'David Casian'
Cc: lbaker@cityoftarrant.com; 'Wayne Newton'; 'Shayla Myricks'; 'Christopher Muir'
Subject: RE: JCB Backhoe Loader
Attachments: Sample JCB Finance Lease contract.pdf

Glad to, David. Thank you.

Leases have grown increasingly popular in our industry for several reasons:

- inflation and price of new equipment continues to increase
- leases can be an agreement from 24-60 months just like a standard installment sales contract
- a lease can be expensed just like a pure rental so is 'off balance sheet' financing so can be tax beneficial
- a lease offers multiple options so many users like the versatility – some like shorter terms because it keeps their fleet 'fresh' and under warranty so their costs are more fixed. You can purchase at the end, continue the lease or return and replace w/ new unit. The lease payment is usually less than an installment payment due to the residual at the end.
- perhaps a lease offers flexibility to adapt or change to another unit if application or demand changes.

The terms of a lease are simple. The lease can be based upon 500, 1000, or 1500 hours per year depending upon your typical application and historical annual utilization. Most units are run 500 hours or less therefore offering a reasonable monthly rate / cost.

There is a 'return provisions rider' attached to the lease docs that specify items like:

- all glass intact
- tires to have 50% wear
- all functions operable

It's straightforward and in our industry the finance co knows that there will be dings and scratches etc. The provision is there to ensure the user does not return a unit in inoperable condition. IF the unit does not meet all criteria then the finance co, w/ our assistance determines a charge for repairs to the unit. We rarely see or get into this.

I have taken the liberty of attaching sample docs for you to review. Pls see #12 under terms and conditions and you will see how general the return provision is to be.

I will be glad to answer any additional questions or provide info. If it would benefit for us to meet and discuss I am available at your convenience.

Thank you.

Mark Long
Chief Operating Officer
Orbis JCB
Off 205.699.2699
Cell 256.453.0618
PO Box 130, Leeds, AL 35094
8920 Weaver Ave. Leeds, AL 35094

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9110

A RESOLUTION AUTHORIZING AND APPROVING AN INVESTIGATION OF CLASSIFICATION POLICE CHIEF I WITHIN THE CITY OF TARRANT POLICE DEPARTMENT EFFECTIVE IMMEDIATELY

WHEREAS, the City of Tarrant, Alabama operates the City of Tarrant Police Department; and

WHEREAS, on February 1, 2024 the Mayor of the City of Tarrant placed the Police Chief on Administrative Leave ~~due to evidence of deleting murder charges an attempt to use Tarrant Police Officers to solicit car accident clients on behalf of a local law firm~~ and

WHEREAS, a comprehensive investigation into all the allegations is appropriate and needed.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday February 5, 2024, at 7:00 p.m. as follows:

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

Section 2. The City Council hereby approves and authorizes an investigation of Classification Police Chief I within the City of Tarrant Police Department effective immediately.

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

ADOPTED this the 5th day of February, 2024.



APPROVED:

[Handwritten signature]

NEWTON, MAYOR

WAYMAN

The City Author to engage a 3rd party to investigate all of the allegations made concerning Chief of Pol. CC

ATTEST:

[Handwritten signature]
DR. LAVERNE KNIGHT, CITY CLERK

Faint handwritten text at the top left of the page.

Handwritten signature or name in blue ink.



Large handwritten signature or initials in blue ink.

Vertical handwritten notes on the right side of the page, including '10/1/00', 'Mr. S.', 'Call...', 'more', 'efficiency', 'diff. be...', 'know...', 'to', '315', 'be...', 'or', 'City of Atlanta', '10/1/00'.

Main body of the document containing several lines of very faint, illegible text, possibly a form or report.

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 5th day of February, 2024, while in regular session on Monday, February, 2024, 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 5th day of February, 2024.





Laverne Knight, City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9111

A RESOLUTION TO HIRE PART-TIME DETECTIVES
TO PROPERLY CLOSE UNINVESTIGATED CRIMES

WHEREAS, a concern for uninvestigated crimes occurring within the corporate limits of Tarrant, Alabama has been identified by the systematic and premature closing of serious criminal cases;

WHEREAS, there are approximately 4,521 cases that need to be reviewed to determine whether or not they were properly investigated;

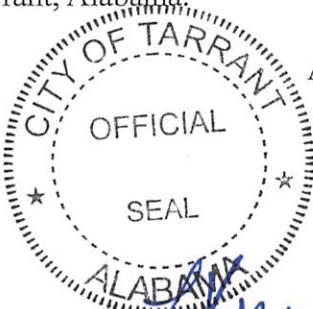
WHEREAS, available evidence, witness recollection, and prosecution is dependent upon the promptness of a thorough investigation;

WHEREAS, the Tarrant Police Department currently only possesses two full-time Detectives, a Sergeant who is assisting with investigating re-opened cases, and is limited to these available resources;


WHEREAS, generally, the statute of limitations for misdemeanor offenses is 12 months (Alabama Code § 15-3-2), the statute of limitations for felony offenses is five years (Alabama Code § 15-3-1), and the statute of limitations for capital and the most serious felonies offenses are non-existent (Alabama Code § 15-3-5);

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, February 5, 2024 at 7:00 pm as follows:

That the Mayor is hereby authorized to employ two part-time Detectives to manage the workload increased by the need to address prematurely closed cases occurring within the City of Tarrant, Alabama.



ADOPTED AND APPROVED THIS 5TH DAY OF FEBRUARY 2024

APPROVED: 
Wayman A. Newton, Mayor

ATTEST: 
Dr. Laverne Knight, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 5th day of February, 2024, while in regular session on Monday, February 5, 2024, 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 5th day of February, 2024.

[SEAL]





Dr. Laverne Knight, City Clerk

RESOLUTION NO. 9112

WHEREAS, §11-43-56, Code of Alabama, reserves to the City Council the management and control of the real property of the City of Tarrant; and

WHEREAS, the City Council at a regularly scheduled meeting in October, 2022, has heretofore adopted a Resolution, an unexecuted copy of which is attached hereto as Exhibit A, requiring the reprogramming of all electronic or computer locks on City; and

WHEREAS, the heretofore adopted Resolution requires the Mayor and Department Heads to submit to the Council list of employees and the hours that they will need access to City buildings for egress and ingress; and

WHEREAS, there heretofore adopted Resolution has not been implemented;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. By adoption of this Resolution the City Council does hereby reaffirm and require the reprogramming of all computer or electronic readers which serve as locks for doors that allow ingress and egress at City Hall and other buildings owned, leased, or maintained by the City to only such persons authorized by any subsequent Resolutions adopted by the City Council; and
2. That the Mayor and each Department Head will provide the members of Council with his or her request on behalf of himself or herself and each employee within their department for the ability to gain ingress and egress to and from the buildings described in this Resolution with their name, the names of their employees, and the hours during which such ingress and egress that is requested will be permissible. This information must be provided to the Council members on or before March 1, 2024, of the adoption of this Resolution for such requests to be considered; and
3. That We R Smart, LLC, 4108 Richard Arrington Jr., Blvd., N, Birmingham, Alabama 35212, be and is hereby retained to provide the services required to implement the foregoing Resolution; and
4. This Resolution shall become effective immediately upon its adoption by the City Council or as otherwise becoming law.

ADOPTED this the _____ day of _____, 2024.

Tracie B. Threadford
Council Pro Tem

John Tomas "Tommy" Bryant
Tarrant City Council

ADOPTED this the 5th day of February, 2024.



APPROVED:

NEWTON, MAYOR WAYMAN

ATTEST:



DR. LAVERNE KNIGHT, CITY CLERK

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)

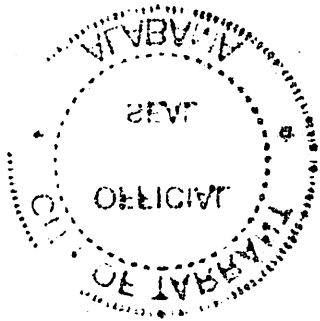
I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 5th day of February, 2024, while in regular session on Monday, February, 2024, 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 5th day of February, 2024.





Laverne Knight, City Clerk

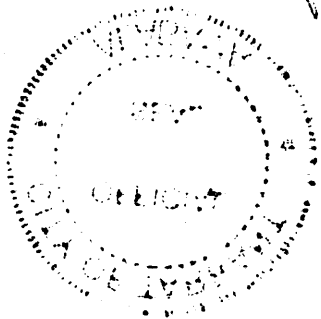


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RESOLUTION NO. 114 9113llc

RESOLUTION TO NOT SUSTAIN MAYOR WAYMON NEWTON'S PERSONNEL ACTION REGARDING POLICE CHIEF WENDELL MAJOR

WHEREAS, on January 31, 2024, Mayor Waymon Newton placed Police Chief Wendell Major on administrative leave without pay pursuant to a notice to employee of disciplinary charges and determination hearing, a copy of which is attached hereto as Exhibit A; and

WHEREAS, Mayor Newton has informed the City Council that he has placed Police Chief Major on administrative leave with pay; and

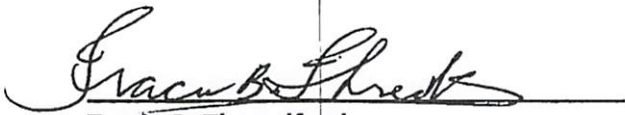
WHEREAS, Police Chief Major was instructed by Mayor Newton not to return to his office in the Police Department while on administrative leave with pay; and

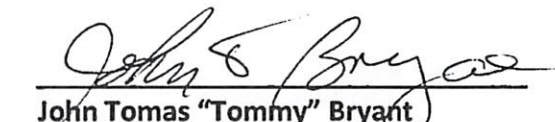
WHEREAS, §11-43-81 of the Code of Alabama (1975) confers upon the Council the authority to sustain or refuse to sustain Mayor Newton's personnel action placing Police Chief Major on administrative leave;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the City Council **DOES NOT** sustain the personnel action of Mayor Waymon Newton which placed Police Chief Major on administrative leave without pay as hereinabove referenced and the City Council, as appointing authority, does hereby reinstate Police Chief Wendell Major immediately and restores the loss of any benefits that he may have suffered during the time he was on administrative leave.

ADOPTED THIS 5th DAY OF February, 2024.


Tracie B. Threadford
Council Pro Tem


John Tomas "Tommy" Bryant
Tarrant City Council

ADOPTED THIS THE 15th DAY OF FEBRUARY, 2024



APPROVED: _____
Wayman Newton, Mayor

ATTEST Laverne Knight
Laverne Knight, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 5th day of February, 2024, while in regular session on Monday, February 5, 2024, 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 15th day of February, 2024.

[SEAL]



Laverne Knight
Dr. Laverne Knight, City Clerk

RESOLUTION NO. 4115 9114 WK

RESOLUTION TO NOT SUSTAIN MAYOR WAYMON NEWTON'S PERSONNEL ACTION REGARDING
DETECTIVE CYNTHIA MORROW

WHEREAS, on February 2, 2024, Mayor Waymon Newton terminated Detective Cynthia Morrow pursuant to a Notice to Employee of Disciplinary Decision, a copy of which is attached hereto as Exhibit A; and

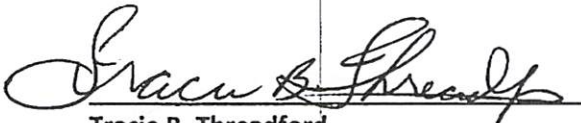
WHEREAS, Mayor Newton has informed the City Council that he has terminated Detective Cynthia Morrow; and

WHEREAS, §11-43-81 of the Code of Alabama (1975) confers upon the Council the authority to sustain or refuse to sustain Mayor Newton's personnel decision terminating Detective Cynthia Morrow;

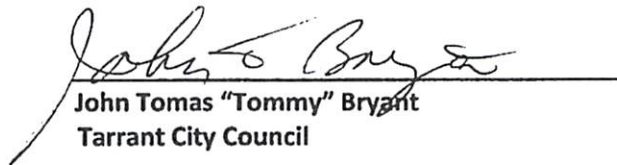
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the City Council **DOES NOT** sustain the personnel decision of Mayor Waymon Newton which terminates Detective Cynthia Morrow as hereinabove referenced and the City Council, as appointing authority, does hereby reinstate Detective Morrow immediately and restores the loss of any benefits that she may have suffered during the time she was terminated.

ADOPTED THIS 5th DAY OF February, 2024.

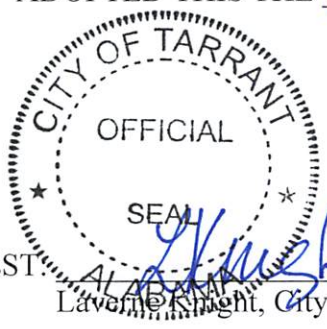


Tracie B. Threadford
Council Pro Tem



John Tomas "Tommy" Bryant
Tarrant City Council

ADOPTED THIS THE 15 th DAY OF FEBRUARY, 2024



APPROVED: _____
Wayman Newton, Mayor

ATTEST _____
Laverne Knight, City Clerk

CERTIFICATION OF CITY CLERK

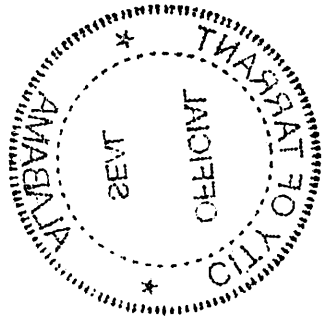
STATE OF ALABAMA)
JEFFERSON COUNTY)

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Witness my hand and seal of office this the 15th day of February, 2024.

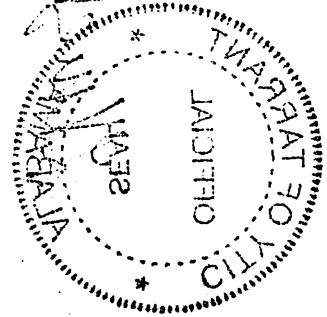


Dr. Laverne Knight, City Clerk



Supplies

12-11



12-11

12

CITY OF TARRANT
VOUCHER LIST
MONDAY, FEBRUARY 5 , 2024

GENERAL FUND

5041	ACCOUNTS PAYABLE RUN	\$ 382.40
52910-52936	ACCOUNTS PAYABLE RUN	\$ 155,741.85
52937-52938	ACCOUNTS PAYABLE RUN	\$ 226,575.60
52939-52967	ACCOUNTS PAYABLE RUN	\$ 89,535.41
5042	ACCOUNTS PAYABLE RUN	\$ 2,749.54
52968-53011	ACCOUNTS PAYABLE RUN	\$ 407,766.93

NET PAYROLL

2/2/2024	PAY PERIOD 01/13/2024-01/26/2024	\$ 141,595.92
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<u>Bank Name</u>	<u>Bank Number</u>			
E911 Account				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
5041	At & T	407	01/18/2024	\$382.40
Bank Total:				\$382.40
Bank Payment Count:				1

<u>Bank Name</u>	<u>Bank Number</u>			
General Fund				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
52910	Action Tire Co.	8	01/18/2024	\$172.17
52911	Affordable Counseling Therapy & Employee Assistance Services	28	01/18/2024	\$520.00
52912	Aflac	98	01/18/2024	\$154.42
52913	Alabama Child Support	37	01/18/2024	\$1,491.98
52914	Alabama Power	12	01/18/2024	\$499.34
52915	At & T	407	01/18/2024	\$113.51
52916	Birmingham Water Works	16	01/18/2024	\$8,176.19
52917	Bradford W. Caraway	2121	01/18/2024	\$311.54
52918	Casian, David	3203	01/18/2024	\$108.87
52919	Center Point Large Print	1838	01/18/2024	\$46.74
52920	City Of Tarrant	32	01/18/2024	\$1,070.19
52921	Coleman, Patrick	414	01/18/2024	\$454.44
52922	Dell Financial Services	975	01/18/2024	\$23.26
52923	Express Oil Change Llc	66	01/18/2024	\$98.99
52924	Jacqueline Anderson Smith	1851	01/18/2024	\$247.44
52925	Moore, Thomas	2026	01/18/2024	\$2,560.00
52926	Municipal And Commercial Uniform And Equipment, Inc.	134	01/18/2024	\$1,078.40
52927	O'rear Hardware	1855	01/18/2024	\$1,679.89
52928	Republic Services Mt Olive Msw	2033	01/18/2024	\$5,507.59
52929	Southern States	1244	01/18/2024	\$46.00
52930	Tarrant Board Of Education	164	01/18/2024	\$117,355.11
52931	Texas Life Insurance Co.	1801	01/18/2024	\$154.80
52932	Thompson Tractor Co, Inc	3209	01/18/2024	\$4,160.50
52933	United Way Of Central Alabama	241	01/18/2024	\$20.00
52934	WALDREP STEWART & KENDRICK, LLP	3156	01/18/2024	\$2,767.50
52935	We R Smart Llc	1887	01/18/2024	\$6,550.00
52936	Wells Fargo Financial Leasing	1315	01/18/2024	\$372.98
Bank Total:				\$155,741.85
Bank Payment Count:				27

Bank Name
General Fund

Bank Number

<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
52937	Lucille Blutcher	3291	01/19/2024	\$387.60
52938	Municipal Workers Compensation	340	01/19/2024	\$226,188.00
Bank Total:				<u>\$226,575.60</u>
Bank Payment Count:				2

Bank Name
General Fund

Bank Number
-

<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
52939	Aaa Environmental Services	4	01/25/2024	\$434.15
52940	Action Tire Co.	8	01/25/2024	\$661.86
52941	Affordable Solutions Heating & Air	3235	01/25/2024	\$650.00
52942	Alabama Law Enforcement Agency	3286	01/25/2024	\$3,870.00
52943	Barnes & Barnes Law Firm, P.C.	3257	01/25/2024	\$2,000.00
52944	BHPJ Enterprizes	2001	01/25/2024	\$1,121.70
52945	BJCTA BIRMINGHAM JEFFERSON COUNTY TRANSIT AUTHORITY	1974	01/25/2024	\$15,260.01
52946	Bound Tree Medical, Llc	772	01/25/2024	\$2,337.93
52947	Casian, David	3203	01/25/2024	\$204.00
52948	Colonial Life	1663	01/25/2024	\$22.70
52949	Commercial Icemakers, Llc	1888	01/25/2024	\$313.50
52950	efurnitureMax	3311	01/25/2024	\$3,538.02
52951	Greater Birmingham	1503	01/25/2024	\$3,951.10
52952	Industrial Sales Company	1970	01/25/2024	\$1,140.00
52953	Lowe's	258	01/25/2024	\$3,346.21
52954	Microsoft Corporation	1310	01/25/2024	\$128.00
52955	Municipal And Commercial Uniform And Equipment, Inc.	134	01/25/2024	\$1,972.90
52956	Nafeco	132	01/25/2024	\$1,376.64
52957	Nexair, Llc	23	01/25/2024	\$384.49
52958	Orbis Machinery Birmingham	3236	01/25/2024	\$734.40
52959	Overhead Door	147	01/25/2024	\$435.00
52960	Quill	76	01/25/2024	\$93.41
52961	Regional Training Institute RTI	3244	01/25/2024	\$1,350.00
52962	Sun Life Financial	1848	01/25/2024	\$1,207.14
52963	Sunbelt Fire	130	01/25/2024	\$584.91
52964	Tarrant Electric Department	111	01/25/2024	\$27,261.32
52965	Vision Service Plan	1733	01/25/2024	\$184.32
52966	We R Smart Llc	1887	01/25/2024	\$14,680.00
52967	Xerox Corporation	1859	01/25/2024	\$291.70

Bank Total: \$89,535.41

Bank Payment Count: 29

<u>Bank Name</u>	<u>Bank Number</u>			
E911 Account				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
5042	At & T Mobility	1857	02/01/2024	\$2,749.54
Bank Total:				\$2,749.54
Bank Payment Count:				1

<u>Bank Name</u>	<u>Bank Number</u>			
General Fund				
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
52968	Airgas Usa, Llc	309	02/01/2024	\$532.88
52969	Alabama Child Support	37	02/01/2024	\$1,491.98
52970	Alabama Peace Officers Annuity	160	02/01/2024	\$30.00
52971	Alsco - Birmingham	1438	02/01/2024	\$69.18
52972	Amazon Capital Services	1902	02/01/2024	\$109.25
52973	American Fidelity Assurance	1730	02/01/2024	\$4,180.32
52974	American Fidelity Assurance	1731	02/01/2024	\$1,132.00
52975	Baker & Taylor Entertainment	208	02/01/2024	\$26.24
52976	Bradford W. Caraway	2121	02/01/2024	\$311.54
52977	Byars Wright Inc	2093	02/01/2024	\$161,790.42
52978	City Of Tarrant	32	02/01/2024	\$1,041.64
52979	City of Tarrant Petty Cash C/O Shayla Myricks	254	02/01/2024	\$100.00
52980	Coleman, Patrick	414	02/01/2024	\$198.88
52981	Dolphin Pest Control	62	02/01/2024	\$82.00
52982	Finder Software Solutions,LLC	3326	02/01/2024	\$3,743.75
52983	Hayes Shoes	3273	02/01/2024	\$441.98
52984	Jacqueline Anderson Smith	1851	02/01/2024	\$500.00
52985	Jacqueline Anderson Smith	1851	02/01/2024	\$247.44
52986	Jefferson County Library	271	02/01/2024	\$79.33
52987	Kyocera Document Solutions	1498	02/01/2024	\$127.56
52988	Liberty National	832	02/01/2024	\$535.67
52989	Lucille Blutcher	3291	02/01/2024	\$387.60
52990	Mcperson Alabama Tax Exempt	96	02/01/2024	\$3,690.49
52991	Moore, Thomas	2026	02/01/2024	\$2,560.00
52992	Municipal And Commercial Uniform And Equipment, Inc.	134	02/01/2024	\$182.00
52993	Peach State-Birmingham Freightliner	3313	02/01/2024	\$2,608.62
52994	Quadient Leasing Usa, Inc	1922	02/01/2024	\$254.97
52995	Quill	76	02/01/2024	\$871.81
52996	Rent One Llc	2020	02/01/2024	\$529.99
52997	Republic Services Mt Olive Msw	2033	02/01/2024	\$4,618.41
52998	Robert J Young Company	1681	02/01/2024	\$668.62
52999	Robert J Young Company	1707	02/01/2024	\$620.40
53000	SPARTAN FIRE, LLC	3210	02/01/2024	\$191,142.00
53001	Splre	1704	02/01/2024	\$7,663.04
53002	Trigreen Equipment, Llc	683	02/01/2024	\$4,793.13

53003	United Way Of Central Alabama	241	02/01/2024	\$20.00
53004	United Way Of Central Alabama	241	02/01/2024	\$60.83
53005	Vulcan Construction	250	02/01/2024	\$109.65
53006	Wayne Curry	3327	02/01/2024	\$382.97
53007	We R Smart Llc	1887	02/01/2024	\$8,050.00
53008	Wells Fargo Vendor Fin Serv	1605	02/01/2024	\$317.10
53009	White, Curtis	3145	02/01/2024	\$416.67
53010	Willie Dove Door Company	1393	02/01/2024	\$275.00
53011	Zephyr Industries, Inc	3324	02/01/2024	\$771.57

Bank Total: \$407,766.93

Bank Payment Count: 44

Batch ID: CHK01252024KH
 Batch Comment:

Audit Trail Code: PMCHK00000991
 Posting Date: 1/24/2024

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42840	1/24/2024	00000000000012913	0510	DIPIAZZA LAROCCA HEBTER & CO,	\$35,000.00
42841	1/24/2024	00000000000012914	0575	QUADIENY	\$500.00
42842	1/24/2024	00000000000012915	1035	SOUTHEASTERN TESTING LAB	\$311.35
42843	1/24/2024	00000000000012916	1120	CITY OF TARRANT	\$30,781.32
42844	1/24/2024	00000000000012917	1175	TENNESSEE VALLEY PUBLIC POWER	\$1,283.53
42845	1/24/2024	00000000000012918	1435	JONATHAN PAGE	\$297.50
42846	1/24/2024	00000000000012919	1941	RENT ONE LLC	\$20.54
42847	1/24/2024	00000000000012920	295	CENTRAL SERVICE ASSOCIATION	\$6,263.31
42848	1/24/2024	00000000000012921	301	CINTAS	\$165.89
42849	1/24/2024	00000000000012922	3052	ROBERT PESNELL	\$297.50
42850	1/24/2024	00000000000012923	4050	TYLER PAYNE	\$227.50
42851	1/24/2024	00000000000012924	461	FEDEX	\$129.59
42852	1/24/2024	00000000000012925	479	VECTOR SECURITY	\$615.06
42853	1/24/2024	00000000000012926	577	IMAGE SOLUTIONS	\$223.39
42854	1/24/2024	00000000000012927	688	MUNICIPAL WORKERS COMP. FUND	\$7,709.00
42855	1/24/2024	00000000000012928	7875	JASON HILL	\$140.00
42856	1/24/2024	00000000000012929	840	OFFICE DEPOT	\$301.38
42857	1/24/2024	00000000000012930	CSM002291	BARRINGTON REALTY	\$107.53
42858	1/24/2024	00000000000012931	CSM002567	THREE D PROPERTIES	\$11.66
42859	1/24/2024	00000000000012932	CSM004384	JOVITA & JMANUEL GUTIERREZ	\$86.16
42860	1/24/2024	00000000000012933	CSM004759	ERICA MATTHEWS	\$265.00
42861	1/24/2024	00000000000012934	CSM005684	LINDA J SMITH	\$121.51
Total Checks: 22					Checks Total: \$84,858.72

System: 1/17/2024 11:42:15 AM
User Date: 1/17/2024

City of Tarrant Electric Depar
COMPUTER CHECK REGISTER
Payables Management

Page: 1
User ID: khendricks

Batch ID: CHK01182024KH
Batch Comment:

Audit Trail Code: PMCHK00000990
Posting Date: 1/17/2024

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42833	1/17/2024	00000000000012905	1220	VANGUARD ALLIANCE	\$2,117.07
42834	1/17/2024	00000000000012906	1240	BIRMINGHAM WATER WORKS BOARD	\$212.94
42835	1/17/2024	00000000000012907	20	AAA ENVIRONMENTAL SERVICE	\$207.00
42836	1/17/2024	00000000000012908	4050	TYLER PAYNE	\$595.00
42837	1/17/2024	00000000000012909	5272	ROGER VOSS	\$297.50
42838	1/17/2024	00000000000012910	5736	DARRYL TRUCKS	\$297.50
42839	1/17/2024	00000000000012911	CSM005409	SIGNAL PROPERTY SERVICES LLC	\$352.97
Total Checks: 7					Checks Total: \$4,079.98

Getting the Grant

Successfully Applying for ARC's 2024 Funding Opportunities

January 23: Asheville, NC | January 30: Birmingham, AL | February 6: Portsmouth, OH



Download Resources

January 30th, 2024: Downtown Sheraton, Birmingham, AL

Wi-Fi Username: Sheraton-CONFERENCE Password: GettingTheGrant23!

8:00 AM–9:00 AM	REGISTRATION Continental breakfast provided.
9:00 AM–9:15 AM	WELCOME Crystal Talley Brandon McBride Gayle Manchin ARC State Program Manager Executive Director, Appalachian Regional Commission Federal Co-Chair, Appalachian Regional Commission
9:15 AM–9:35 AM	ARISE 2024 Emily Cerna ARISE and POWER Program Analyst, Appalachian Regional Commission
9:35 AM–9:55 AM	INSPIRE 2024 Lauren Wood Program Manager, Health, Appalachian Regional Commission
9:55 AM–10:15 AM	POWER 2024 Michael Hamilton ARISE and POWER Program Coordinator, Appalachian Regional Commission
10:15 AM–11:00 AM	ARC GRANTEE PANEL Moderated by Crystal Talley, ARC State Program Manager Panelists: POWER, INSPIRE, ARISE Grantees
11:00 AM–12:00 PM	TOPIC BREAKOUTS <i>Led by ARC staff. These sessions are happening simultaneously.</i> ARISE Emily Cerna INSPIRE Lauren Wood/Mary Moran POWER Michael Hamilton READY Megan Robinson Area Development Molly Theobald/Jen Simon/Jenny Neely
12:00 PM–1:00 PM	LUNCH AND NETWORKING

1:00 PM–1:15 PM

PROJECT FUNDAMENTALS

Jen Simon Program Manager, Business Development,
Appalachian Regional Commission
Karen Fabiano Program Manager, Appalachian Regional Commission

1:15 PM–1:30 PM

ARC PROJECT DISTINCTIONS

Mary Moran Program Analyst, Business and Workforce
Investment Division, Appalachian Regional
Commission
Sue Long Program Analyst, Division of Critical
Infrastructure, Appalachian Regional
Commission

1:30 PM–1:45 PM

PERFORMANCE MEASURES

Megan Robinson Program Manager, Business and Workforce
Investment Division, Appalachian Regional
Commission
Molly Theobald Director, Division of Critical Infrastructure,
Appalachian Regional Commission

1:45 PM–2:15 PM

BUDGET AND MATCH

Megan Robinson Program Manager, Business and Workforce
Investment Division, Appalachian Regional
Commission
Sue Long Program Analyst, Division of Critical
Infrastructure, Appalachian Regional
Commission

2:15 PM–2:45 PM

COMPLIANCE KEY TOPICS

Stephanie Jones Assistant General Counsel, Office of General
Counsel, Appalachian Regional
Commission

2:45 PM–3:00 PM

ARC REMARKS

3:00 PM–4:00 PM

TOPIC BREAKOUTS

Led by ARC staff. These sessions are happening simultaneously, in 30 min blocks.

Workforce/Education Lauren Wood and Mary Moran

Business Development Jen Simon and Jenny Neely

Critical Infrastructure – Broadband Molly Theobald and Stephanie Jones

Regional Culture and Tourism Sue Long

Capacity Building Projects Megan Robinson

