

**TARRANT CITY COUNCIL MEETING  
CITY HALL, COUNCIL CHAMBERS  
REGULAR MEETING  
MARCH 18, 2024**

**AGENDA**

**I. CALL TO ORDER**

**II. PRAYER**

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. APPROVAL OF MINUTES**

March 4, 2024- Regular Meeting

**VI. COMMUNICATIONS FROM THE MAYOR**

**VII. COMMITTEE REPORTS**

**VIII. OLD BUSINESS**

- A. Resolution No. 9123** – A Resolution Authorizing the Mayor on Behalf of the City of Tarrant to Enter into a Lease Management Agreement with Enterprise Fleet Management.

**IX. NEW BUSINESS**

- A. Resolution No. 9125** – A Resolution Rescheduling Certain Regularly Scheduled City Council Meetings in Order to Allow the Tarrant City Hall Council Chambers to Be Set Up as a Polling Place By County Election Officials.
- B. Resolution No. 9126** – A Resolution Authorizing the Payment of Legal Defense Cost of Detective Chante Crosby and Sergeant Derrick Williamson in the Legal Action Brought Against the Said City of Tarrant Police Department Employees.
- C. Resolution No. 9127** – A Resolution Authorizing the Purchase of Four Handheld Radios for Tarrant Fire Department.
- D. Resolution No. 9128** – A Resolution Designating Dr. Sidney Shah and Tarrant Medical as an Approved Vendor for the City of Tarrant, Alabama, to Provide Certain Occupational health Services Which May Be Required by the City of Tarrant.
- E. Resolution No. 9129** – A Resolution The Execution of the Attached Letter of Credit for the Posting to Perfect the Appeal in the Matter of State of Alabama, Ex Rel. Deanna Ceasor V. John C. Brown, 01-CV-2023-901937/SC-2024-0066.

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

**XI. VOUCHERS AND EXPENSES**

Vouchers for March 18, 2024

**XII. PUBLIC COMMENTS**

**XIII. ADJOURN**

**CITY OF TARRANT**  
**COUNCIL MEETING MINUTES**  
**MARCH 4, 2024**  
**TARRANT CITY HALL**

The City Council of the City of Tarrant, Alabama, met in a regularly scheduled meeting on Monday March 4, 2024, at 7:00PM at City Hall.

Mayor Wayman A. Newton called the meeting to order at 7:03PM 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 Catherine “Cathy” Anderson  
Councilor Tracie B. Threadford  
Councilor Veronica Bandy Freeman  
Councilor Deborah “Debbie” Matthews  
Mayor Wayman A. Newton

A quorum was determined to be present at the meeting.

The minutes from the February 19, 2024 regularly scheduled council meeting were presented for review and approval. Councilor Freeman recommended that her inaccessibility to the City of Tarrant Facebook page be added to the minutes, for the record. After review, Councilor Threadford moved to approve the minutes from February 19, 2024 with the amendment. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. “Tommy” Bryant  
Councilor Catherine “Cathy” Anderson  
Councilor Tracie B. Threadford  
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 were adopted, and the minutes for February 19, 2024, council meeting were approved with the amendment.

The Mayor informed those in attendance of an upcoming Gladiator Sports Camp hosted by the City of Tarrant Mayor’s Office, Tarrant Recreational Center and Jefferson County Sheriff’s Office. The sports camp is for students between 4<sup>th</sup> and 12<sup>th</sup> grades. Registration begins on March 6, 2024 and it will be held between March 23 and March 31, 2024 at Tarrant Recreation Center from 9am to 4pm. The primary objective of the camp will be to promote critical thinking skills and conflict resolution using basketball, football and soccer. The Mayor acknowledged and thanked Scott Evans and Patrick Coleman for planning the upcoming camp.

Councilor Freeman updated the public on the most recent environmental issues and their possible impacts.

Next, Councilor Matthews invited Ms. Williams, Mr. Chuck Winborn and Chief Wendell Majors to the podium. Councilor Matthews extended a public invitation for Ms. Williams to be a member of the City of Tarrant Crime Commission. Ms. Williams accepted the public invitation. The Chief of the Tarrant Police Department facilitated the sworn oath of office. Paper work from the City of Tarrant Crime Commission regarding the new member will be forwarded to the City of Tarrant City Clerk in the near future.

This ended communications from the Mayors Office.

There were no Committee Reports.

There was no Old Business.

Councilor Bryant read and introduced Resolution No. 9123, A Resolution Authorizing the Mayor on Behalf of the City of Tarrant to Enter into a Lease Management Agreement with Enterprise Fleet Management. After discussion and question on financial comparison of owing and leasing the City of Tarrant Public vehicles, Councilor Bryant recommended the Resolution to be tabled until the financial committee can compare actual costs. Councilor Brant moved to table Resolution No. 9123 to the next City of Tarrant Council Meeting. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant  
Councilor Catherine "Cathy" Anderson  
Councilor Tracie B. Threadford  
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 table Resolution No. 9123 was agreed to, and the Resolution was tabled.

Councilor Bryant read and introduced Resolution No. 9124, A Resolution Authorizing the Retention of Debra B. Leo of Dleo & Associates, LLC to Perform an Investigation Pursuant to City of Tarrant Resolution No. 9110. Councilor Bryant moved to approve Resolution No. 9124. Councilor Freeman seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant  
Councilor Catherine "Cathy" Anderson  
Councilor Tracie B. Threadford  
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 Resolution 9120 was agreed to, and the Resolution was approved.

There were no Presentations of Petitions and other communications.

Next, the City Council reviewed the vouchers and expenses for the City of Tarrant for March 4, 2024 and Tarrant Electric Department for February 15, 2024. Councilor Threadford moved to approve the vouchers and expenses for the City of Tarrant for March 4, 2024, and the Tarrant Electric Department for February 15, 2024. Councilor Bryant seconded the motion. Mayor Newton called for a vote.

Yeas:

Councilor John T. "Tommy" Bryant  
Councilor Catherine "Cathy" Anderson  
Councilor Tracie B. Threadford  
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 vouchers and expenses for the City of Tarrant for March 4, 2024 and the Tarrant Electric Department for February 5 was agreed to, and the vouchers and expenses were approved.

There were no public comments as they were moved to the pre-council meeting due to time restraints in allowing officials to set up for the upcoming Federal Elections, Super Tuesday.

There being no further comments Mayor Newton made motion to adjourn the meeting. Councilor Bryant seconded the motion. All were in favor. The meeting was adjourned at 7:17 PM.

Respectfully submitted,

Dr. Laverne Knight  
City Clerk March 18, 2024  
City of Tarrant Council Meeting, Alabama

READ AND APPROVED this the 18<sup>th</sup> day of March, 2024.



The City of Tarrant, Alabama

APPROVED:   
WAYMAN NEWTON, MAYOR

ATTEST:

  
Dr. Laverne Knight

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

**RESOLUTION No. 9123**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A VEHICLE LEASE MANAGEMENT AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT.**

**WHEREAS**, the City of Tarrant is in immediate need of patrol and other vehicles to adequately provide services to citizens throughout the City of Tarrant; and

**WHEREAS**, the City Council of the City of Tarrant wishes to enter into an agreement with Enterprise Fleet Management for the lease and management of vehicles for the City of Tarrant; and

**WHEREAS**, Enterprise Fleet Management is a Sourcewell Awarded Contract Lease provider; and

**WHEREAS**, No public bids are required when purchasing and/or leasing through a Sourcewell approved vendor, and

**WHEREAS**, the City Council of the City of Tarrant approves the following option for the initial lease of vehicles from Enterprise Fleet Management:

Option A: 11 Dodge Charger pursuit vehicles properly upfitted for Tarrant Police Department, 4 Dodge Ram 1500 Classic Crew Cab 4x4 Pickup trucks for Tarrant Public Works and 1 Chevrolet Silverado 1500 Crew Cab 4x4 properly upfitted for Tarrant Fire Department. (See attached Exhibit A).

Option B: 10 Dodge Charger pursuit vehicles properly upfitted for Tarrant Police Department, 4 Dodge Ram 1500 Classic Crew Cab 4x4 Pickup trucks for Tarrant Public Works and 1 Chevrolet Silverado 1500 Crew Cab 4x4 properly upfitted for Tarrant Fire Department. (See attached Exhibit B).

Option C: <sup>3 Chargers / 3 Avenger</sup> Dodge Charger pursuit vehicles properly upfitted for Tarrant Police Department, 4 Dodge Ram 1500 Classic Crew Cab 4x4 Pickup trucks for Tarrant Public Works and 1 Chevrolet Silverado 1500 Crew Cab 4x4 properly upfitted for Tarrant Fire Department. (See attached Exhibit C).

**WHEREAS**, the City of Tarrant chooses also to leverage existing equity to aid in reduction of menu pricing; and

**WHEREAS**, a recommendation of 5% variance of pricing shown for vehicle availability if pricing changes.

**BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, March 18, 2024 at 7:00 p.m. as follows:

**Section 1.** That the preamble above is hereby adopted and incorporated as if fully set forth herein.

**Section 2.** That the City Council of the City of Tarrant authorizes the Mayor to enter an agreement with Enterprise Fleet Management for the lease of public vehicles under Option \_\_\_\_\_ as selected above.

**Section 3.** That the City Council of the City of Tarrant chooses also to leverage existing equity to aid in reduction of menu pricing.

**Section 5.** That the City Council of the City of Tarrant hereby approves up to a variance of 5% increase in cost from pricing shown for vehicle availability if pricing changes.

**Section 6.** The lease for the above-selected vehicles shall be paid from the City of Tarrant's general fund.

ADOPTED THIS THE 18<sup>TH</sup> DAY OF MARCH, 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, while in regular session on Monday, March 18, 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 18th day of March, 2024.



  
\_\_\_\_\_

Laverne Knight, City Clerk

# **EXHIBIT A**



FLEET MANAGEMENT

# City of Tarrant, Alabama

## Open-End Lease Menu Pricing

Year, Make, Model	Engine	Interior	Quantity	Term	Annual Mileage	Down Payment	Monthly Cost (Payment & Maintenance)	Annual Cost Per Vehicle	Reduced Book Value	Quote Number
2023 Ford Interceptor Utility (Pursuit)	3.3L V6	Cloth Front / Vinyl Rear	0	60	10,000	\$26,950.00	\$642.55	\$7,710.60	\$1.12	7781444
2024 Tundra SR5 Crew Cab 4x4	3.4L V6	Cloth Front & Rear	0	60	10,000	\$7,813.00	\$1,186.78	\$14,241.36	\$5,564.60	7722815
2023 Chevrolet Silverado 1500 Crew Cab 4x4	2.7L 4cyl	Vinyl Front & Rear	1	60	10,000	\$560.00	\$968.45	\$11,621.40	\$1.40	7781442
2023 Ford F-150 XL Crew Cab 4x4	5.0L V8	Vinyl Front & Rear	0	60	10,000	\$0.00	\$1,086.18	\$13,034.16	\$2.00	7781449
2023 RAM 1500 Classic Crew Cab 4x4	3.6L V6	Vinyl Front & Rear	4	60	10,000	\$0.00	\$941.12	\$11,293.44	\$1.60	7781445
2023 Ford Interceptor Utility (Pursuit)	3.3L V6	Cloth Front / Vinyl Rear	0	60	10,000	\$26,950.00	\$679.54	\$8,154.48	\$1.12	7777844
2023 Dodge Durango AWD (Pursuit)	3.6L V6	Cloth Front / Vinyl Rear	0	60	10,000	\$22,000.00	\$653.29	\$7,839.48	\$0.92	7781452
2023 Dodge Charger RWD (Pursuit)	5.8L V8	Cloth Front / Vinyl Rear	11	60	10,000	\$20,000.00	\$637.06	\$7,644.72	\$1.17	7803776

**Year 1 Total \$378,570.08**

**Total 1 Time Down Payment \$220,560.00**

**Total Annual Cost \$140,887.08**

**Year 1 Cost \$361,447.08**



Ancillaries	Quantity	Monthly Cost	Annual Total
Geotab	35	\$20.15	\$8,463.00
Maintenance Management	30	\$6.00	\$2,160.00
		<b>Total</b>	<b>\$10,623.00</b>

Consolidation - 10 Units

Upfront Cost	\$2,000.00
Title Transfer Fee	\$1,500.00
Annual Management	\$3,000.00
<b>Year 1 Total</b>	<b>\$6,500.00</b>

# **EXHIBIT B**



FLEET MANAGEMENT

# City of Tarrant, Alabama

## Open-End Lease Menu Pricing

Year, Make, Model	Engine	Interior	Quantity	Term	Annual Mileage	Down Payment	Monthly Cost (Payment & Maintenance)	Annual Cost Per Vehicle	Reduced Book Value	Quote Number
2023 Ford Interceptor Utility (Pursuit)	3.3L V6	Cloth Front / Vinyl Rear	0	60	10,000	\$26,950.00	\$642.55	\$7,710.60	\$1.12	7781444
2024 Tundra SR5 Crew Cab 4x4	3.4L V6	Cloth Front & Rear	0	60	10,000	\$7,813.00	\$1,186.78	\$14,241.36	\$5,564.60	7722815
2023 Chevrolet Silverado 1500 Crew Cab 4x4	2.7L 4cyl	Vinyl Front & Rear	1	60	10,000	\$560.00	\$968.45	\$11,621.40	\$1.40	7781442
2023 Ford F-150 XL Crew Cab 4x4	5.0L V8	Vinyl Front & Rear	0	60	10,000	\$0.00	\$1,086.18	\$13,034.16	\$2.00	7781449
2023 RAM 1500 Classic Crew Cab 4x4	3.6L V6	Vinyl Front & Rear	4	60	10,000	\$0.00	\$941.12	\$11,293.44	\$1.60	7781445
2023 Ford Interceptor Utility (Pursuit)	3.3L V6	Cloth Front / Vinyl Rear	0	60	10,000	\$26,950.00	\$679.54	\$8,154.48	\$1.12	7777844
2023 Dodge Durango AWD (Pursuit)	3.6L V6	Cloth Front / Vinyl Rear	0	60	10,000	\$22,000.00	\$653.29	\$7,839.48	\$0.92	7781452
2023 Dodge Charger RWD (Pursuit)	5.8L V8	Cloth Front / Vinyl Rear	10	60	10,000	\$20,000.00	\$637.06	\$7,644.72	\$1.17	7803776

**Year 1 Total \$350,925.36**

**Total 1 Time Down Payment \$200,560.00**

**Total Annual Cost \$133,242.36**

**Year 1 Cost \$333,802.36**

Ancillaries	Quantity	Monthly Cost	Annual Total
Geotab	35	\$20.15	\$8,463.00
Maintenance Management	30	\$6.00	\$2,160.00
		<b>Total</b>	<b>\$10,623.00</b>

Consolidation - 10 Units

Upfront Cost	\$2,000.00
Title Transfer Fee	\$1,500.00
Annual Management	\$3,000.00
<b>Year 1 Total</b>	<b>\$6,500.00</b>

# **EXHIBIT C**



FLEET MANAGEMENT

# City of Tarrant, Alabama

## Open-End Lease Menu Pricing

Year, Make, Model	Engine	Interior	Quantity	Term	Annual Mileage	Down Payment	Monthly Cost (Payment & Maintenance)	Annual Cost Per Vehicle	Reduced Book Value	Quote Number
2023 Ford Interceptor Utility (Pursuit)	3.3L V6	Cloth Front / Vinyl Rear	0	60	10,000	\$26,950.00	\$642.55	\$7,710.60	\$1.12	7781444
2024 Tundra SR5 Crew Cab 4x4	3.4L V6	Cloth Front & Rear	0	60	10,000	\$7,813.00	\$1,186.78	\$14,241.36	\$5,564.60	7722815
2023 Chevrolet Silverado 1500 Crew Cab 4x4	2.7L 4cyl	Vinyl Front & Rear	1	60	10,000	\$560.00	\$968.45	\$11,621.40	\$1.40	7781442
2023 Ford F-150 XL Crew Cab 4x4	5.0L V8	Vinyl Front & Rear	0	60	10,000	\$0.00	\$1,086.18	\$13,034.16	\$2.00	7781449
2023 RAM 1500 Classic Crew Cab 4x4	3.6L V6	Vinyl Front & Rear	4	60	10,000	\$0.00	\$941.12	\$11,293.44	\$1.60	7781445
2023 Ford Interceptor Utility (Pursuit)	3.3L V6	Cloth Front / Vinyl Rear	0	60	10,000	\$26,950.00	\$679.54	\$8,154.48	\$1.12	7777844
2023 Dodge Durango AWD (Pursuit)	3.6L V6	Cloth Front / Vinyl Rear	5	60	10,000	\$22,000.00	\$653.29	\$7,839.48	\$0.92	7781452
2023 Dodge Charger RWD (Pursuit)	5.8L V8	Cloth Front / Vinyl Rear	6	60	10,000	\$20,000.00	\$637.06	\$7,644.72	\$1.17	7803776

**Year 1 Total \$389,543.88**

**Total 1 Time Down Payment \$230,560.00**

**Total Annual Cost \$141,860.88**

**Year 1 Cost \$372,420.88**

Ancillaries	Quantity	Monthly Cost	Annual Total
Geotab	35	\$20.15	\$8,463.00
Maintenance Management	30	\$6.00	\$2,160.00
		<b>Total</b>	<b>\$10,623.00</b>

Consolidation - 10 Units

Upfront Cost	\$2,000.00
Title Transfer Fee	\$1,500.00
Annual Management	\$3,000.00
<b>Year 1 Total</b>	<b>\$6,500.00</b>

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

**RESOLUTION NO. 9125**

**A RESOLUTION RESCHEDULING CERTAIN REGULARLY SCHEDULED CITY COUNCIL MEETINGS IN ORDER TO ALLOW THE TARRANT CITY HALL COUNCIL CHAMBERS TO BE SET UP AS POLLING PLACE BY COUNTY ELECTION OFFICIALS.**

**WHEREAS**, for some time, the Tarrant City Hall has been a polling location and precinct for state wide and federal elections.; and

**WHEREAS**, in 2024 there are two remaining election dates which will require Jefferson County election officials to have access and set up the city hall council chambers as a precinct for those elections; and

**WHEREAS**, Tuesday, April 16, 2024, is the primary runoff election and the general election is Tuesday, November 5, 2024; and

**WHEREAS**, the City Council’s regularly scheduled meetings, occurring on the first and third Mondays of every month could potentially cause a delay in providing access to the council chambers by the county election officials which is needed to set up the necessary voting machines, check in tables, and the like in order to conduct the elections; and

**WHEREAS**, a request has been by county election officials for the City Council of the City of Tarrant, Alabama, to kindly consider rescheduling two meetings- Monday, April 15, 2024, to Wednesday, April 17, 2024, and Monday, November 4, 2024, to Wednesday, November 6, 2024, with the work session beginning at 6:00pm and the council meeting beginning at 7:00pm on April 17 and November 6 in order to allow access to the council chambers such that its election personnel and volunteer election clerks can adequately and timely set up the council chambers to conduct the elections; and

**WHEREAS**, the City Council of the City of Tarrant, Alabama, (“City Council”) finds it in the best interest of the health, welfare, and safety of its citizens to reschedule these two regularly scheduled meetings as identified above allowing county election officials access to the council chambers in order to set up the election machines and other related activities.



NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, March 18, 2024, at 7:00 p.m., a quorum duly assembled as follows:

**Section 1.** That the City Council hereby adopts and incorporates the above-stated preamble as if fully set out herein.

**Section 2.** The City Council hereby reschedules its regularly scheduled work session and regularly scheduled meeting on Monday, April 15, 2024, to Wednesday, April 17, 2024, with the work session beginning at 6:00pm and the council meeting beginning at 7:00pm.

**Section 3.** The City Council hereby reschedules its regularly scheduled work session and regularly scheduled meeting on Monday, November 4, 2024, to Wednesday, November 6, 2024, with the work session beginning at 6:00pm and the council meeting beginning at 7:00pm.

**Section 4.** The Clerk is hereby directed to adjust the regularly scheduled council meeting scheduled as follows and issue notice of this change.

**Section 5.** This Resolution shall be effective immediately upon its adoption or as otherwise required by law.

ADOPTED this the 18th day of March, 2024.



APPROVED:   
WAYMAN NEWTON, MAYOR

ATTEST:   
LAVERNE KNIGHT, CITY CLERK

**CERTIFICATION OF CITY CLERK**

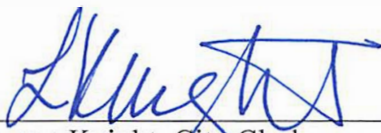
STATE OF ALABAMA     )

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 18th day of March, 2024, while in regular session on Monday, March 18, 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 18<sup>th</sup> day of March, 2024.



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

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

**RESOLUTION NO. 9126**

**A RESOLUTION AUTHORIZING THE PAYMENT OF LEGAL DEFENSE COST OF DETECTIVE CHANTE CROSBY AND SERGEANT DERRICK WILLIAMSON IN THE LEGAL ACTION BROUGHT AGAINST THE SAID CITY OF TARANT POLICE DEPARTMENT EMPLOYEES.**

**WHEREAS**, the Rice Firm, LLC performed certain services related to the defense Detective Chante Crosby and Sergeant Derrick Willimson as identified in the attached invoice (Exhibit "A"); and

**WHEREAS**, having completed the services rendered, the invoice is now due and payable.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama, while in regular session, a quorum duly assembled, on Monday, March 18, 2024, at 7:00 p.m. as follows:

**Section 1.** That the attached invoice in the amount of \$5,000.00 for services rendered be and is hereby authorized to be paid.

**Section 2.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this the 18th day of March, 2024.

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

ATTEST: \_\_\_\_\_  
DR. LAVERNE KNIGHT, CITY CLERK

EXHIBIT "A"

428.3:3  
FAILED



THE RICE FIRM, LLC  
Results. Innovation. Compassion.

Date: March 11, 2024

SUBMITTED BY EMAIL ONLY

RE: Case No. 01-CV-2023-904087.00, WAYMAN NEWTON, IN HIS OFFICIAL CAPACITY AS MAYOR OF THE CITY OF TARRANT – Defending the depositions of Chante Crosby and Derrick Williamson

Attn: Mayor Wayman Newton,

Please accept this correspondence as a request for payment in re: the above referenced matter.

The amount due and payable upon receipt is \$5,000.00.

Please make the check payable to Richard A. Rice - The Rice Firm, LLC

Thank you for your consideration.

Respectfully,

s/Richard A. Rice

Richard A. Rice  
The Rice Firm, LLC  
N. 115 Richard Arrington, Jr. Blvd.  
Birmingham, AL 35203  
[rrice@rice-lawfirm.com](mailto:rrice@rice-lawfirm.com)  
f. 888-391-7193  
o. 205-618-8733

Enclosures: W9 – The Rice Firm, LLC

FAILED 3.18.24

**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 18<sup>th</sup> day of March, 2024, while in regular session on Monday, March 18<sup>th</sup>, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this \_\_\_\_ the day of March, 2024.

[SEAL]

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

**FAILED 3.18.24**

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 9127

A RESOLUTION AUTHORIZING THE PURCHASE OF FOUR HANDHELD  
RADIOS FOR TARRANT FIRE DEPARTMENT

**WHEREAS**, The Tarrant Fire Department is in need of four Kenwood handheld radios to replace the Motorola radios currently in use; and

**WHEREAS** Tarrant Police Department has requested use of Motorola radios that are currently in use with the Tarrant Fire Department; and

**WHEREAS**, a quote in the amount of \$12,668.67 for four (4) Kenwood radios is attached hereto as Exhibit A.; and

**WHEREAS**, an additional \$800 is requested as all 8 radios will require programming for adequate use.

**BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, March 18, 2024 at 7:00 p.m. as follows:

**Section 1.** That the preamble above is hereby adopted and incorporated as if fully set forth herein.

**Section 2.** That the Mayor is hereby authorized to expend funds not to exceed \$13,500 for the purchase of four (4) Kenwood handheld radios for the Tarrant Fire Department and the reprogramming of 8 handheld radios for Tarrant Fire and Tarrant Police Departments.

**Section 2.** Said funds shall be paid from the City of Tarrant 911 Fund.

ADOPTED THIS THE 18th DAY OF MARCH, 2024



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

Wayman Newton, Mayor

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

Laverne Knight, City Clerk

# **EXHIBIT A**





DECATUR ELECTRONICS COMMUNICATIONS, LLC  
 1222 4TH AVE SE  
 DECATUR, AL 35601  
 256-355-4747 PHONE  
 decsale@decaturn-electronics.com

Quote	
Date	Estimate #
1/15/2024	71375

Name / Address
City of Tarrant 1133 East Lake Blvd Tarrant, AL 35217 Patrick Bennett 205-229-7748

SUBJECT

Item	Description	Qty	Cost	Total
VP6430GRF2	VP6430, 7/800 MHz, M2, GR (Standard Keypad, Hi Visibility, Immersion, Micro SD Memory Card) Includes: KRA-32 antenna, KNB-L3M Battery, KMC-70GR Speaker Microphone	4	2914.1275	11,656.51T
KSC-32	P25 Conventional / P25 Phase 1 Trunking / P25 Phase 2 TDMA / Bluetooth	4	77.8375	311.35T
KNB-L3M	RAPID CHARGER (FOR KENWOOD 180 MODELS) BATTERY LI-ION 3400MAH HIGH CAP	4	174.955	699.82T

<b>Subtotal</b>	\$12,667.68
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$12,667.68

**\*\*\*QUOTE GOOD FOR 60 DAYS\*\*\***



**CHECK US OUT ON FACEBOOK!**

**WWW.FACEBOOK.COM/DECATURELECTRONICS**

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Laverne Knight, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, March 18, 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 18th day of March, 2024.



L Knight  
Laverne Knight, City Clerk

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

**RESOLUTION NO. 9128**

**A RESOLUTION DESIGNATING DR. SIDNEY SHAH AND TARRANT MEDICAL AS AN APPROVED VENDOR FOR THE CITY OF TARRANT, ALABAMA, TO PROVIDE CERTAIN OCCUPATIONAL HEALTH SERVICES WHICH MAY BE REQUIRED BY THE CITY OF TARRANT.**

**WHEREAS**, Dr. Siddharth “Sidney” Shah is a duly licensed medical doctor authorized and trained to practice medicine within the state of Alabama; and

**WHEREAS**, Dr. Shah operates Tarrant Medical with a primary location of 2038 Springdale Lane, Tarrant, Alabama, 35217, which is within the corporate limits of the City of Tarrant; and

**WHEREAS**, Dr. Shah has provided certain occupational health services to City of Tarrant (“City”) employees related to on-the-job injuries, drug testing, lab work, and other consultations, procedures, and testing in the past and currently does so for the Tarrant Electric Department, among others; and

**WHEREAS**, having considered the above, the City Council of the City of Tarrant, Alabama, (“City Council”) finds it in the best interest of its health, safety, and welfare of its citizens and employees to approve Dr. Shah and Tarrant Medical as an authorized vendor for certain occupational health and medical services as may be required for on-the-job injuries, drug testing, lab work, and other related medical consultations and procedures.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in regular session on Monday, March 18, 2024, at 7:00 p.m., a quorum duly assembled as follows:

**Section 1.** That the City Council hereby adopts and incorporates the above-stated preamble as if fully set out herein.

**Section 2.** The City Council hereby approves and designates Dr. Siddharth “Sidney” Shah and Tarrant Medical Center as an approved vendor for the City of Tarrant in order to provide medical services related to on-the-job injuries, drug testing, lab work, and other medical services when said service and treatment may be required for its employees while on duty and as may be required by law.

**Section 3.** Dr. Shah and / or Tarrant Medical may submit an invoice for payment from the City as services are rendered which shall be paid in accordance with existing City procedure regarding submittal of any accounts payable.

**Section 4.** This Resolution shall be effective immediately upon its adoption or as otherwise required by law.

ADOPTED this the 18th day of March, 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 18th day of March, 2024, while in regular session on Monday, March 18, 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 18<sup>th</sup> day of March, 2024.



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

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

**RESOLUTION NO. 9129**

**A RESOLUTION THE EXECUTION OF THE ATTACHED  
LETTER OF CREDIT FOR THE POSTING TO PERFECT THE  
APPEAL IN THE MATTER OF *STATE OF ALABAMA, EX REL.  
DEANNA CEASOR V. JOHN C. BROWN*, 01-CV-2023-901937 / SC-  
2024-0066.**

**WHEREAS**, the City Council of the City of Tarrant, Alabama, having been advised of the current status of and appeal in the above-referenced matter by Mr. John Brown, by and through his attorney(s) of record; and

**WHEREAS**, having been advised that the matter is or in the process of being appealed to the Supreme Court of Alabama, and that a bond is necessary in order to effectuate the appeal and stay the circuit court order; and

**WHEREAS**, a bonding company having been ascertained by Mr. Brown has requested the payment \$3,000.00 along with execution of the attached letter of credit that is needed for it to post the bond; and

**WHEREAS**, the City Council of the City of Tarrant, Alabama (“City Council”) having considered the request along with the current status find it a public purpose and in the best interest of the health, safety, and welfare of its citizens and as required pursuant to the Employment Agreement by and between the City of Tarrant and Mr. John Brown as city manager, which is attached as exhibit “A,” to take all necessary action to secure and post the bond as required in order to stay the trial court order and prefect the appeal.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama, while in regular session on Monday, March 18, 2024, at 7:00 p.m., a quorum duly assembled as follows:

**Section 1.** That the City Council hereby adopts and incorporates the above-stated preamble as if fully set out herein.

**Section 2.** The City Council hereby authorizes the posting of the bond in the matter of *State ex rel. Deanna Ceasor v. John Brown*, 01-CV-2023-901937 / SC-2024-0066.

**Section 3.** The amount of \$3,000.00 be and is hereby authorized to be paid as required by the bonding company, to-wit: State Farm Fire & Casualty Co., and the required Letter of Credit (attached as Exhibit “B,” having reviewed the terms of same) be

and is hereby approved as being for a public purpose; required pursuant to the attached employment contract; and is in the best interest of the health, safety, and welfare of its citizens.

**Section 4.** The Mayor Pro Tempore or her designee is hereby authorized to cause a check to be drawn upon the account of the City for \$3,000.00 made payable to State Farm Fire & Casualty Co. and submitted for signature no later than close of business, Wednesday, March 20, 2024, and execute the attached letter of credit and cause an original to be transmitted to the bonding company along with taking any other necessary steps to effectuate the terms of the resolution including the issuance of and signature upon a check as stated herein.

**Section 5.** This Resolution shall be effective immediately upon its adoption or as otherwise required by law.

ADOPTED this the 18th day of March, 2024.



APPROVED:   
WAYMAN NEWTON, MAYOR

ATTEST:   
LAVERNE KNIGHT, CITY CLERK

**Exhibit A**

**Employment Contract by and between the City of Tarrant and Mr. John Brown**



## CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered this 9th day of June, 2023, and goes into effect the 12th day of June, 2023, ("Effective Date") by and between the City of Tarrant, a Alabama municipal corporation formed under the laws of the State of Alabama, hereinafter referred to as "City" and John Brown, an individual, hereinafter referred to as "Brown".

### **SECTION 1. EMPLOYMENT**

#### **A. Appointment of City Manager.**

1) Pursuant to Ordinance 1154 and Resolution No. 9019, the City Council of the City of Tarrant ("City Council") appointed Brown to the position of City Manager to perform the functions and duties specified under the laws of the State of Alabama, the Municipal Code of the City, the ordinances, resolutions, plans and programs of the City, and to perform such other duties and functions as the City Council shall from time-to-time assign. Brown shall be vested with the powers, duties, and responsibilities as enumerated in § 11-43-20 and § 11-43-23 of the Code of Alabama (1975) (as amended) the terms of which are incorporated herein by reference.

2) The appointment of Brown as City Manager is solely an at-will position. Brown acknowledges and agrees that he serves at the pleasure of the City Council for the duration of this City Council's term.

#### **B. Hours of Work.**

In addition to the hours that the City remains open to the public, Brown acknowledges that he is expected to devote additional time outside normal business hours to the duties and responsibilities assigned by the City, including but not limited to attending City Council meetings and work sessions as well as other meetings as requested by the Council. To that end, Brown shall be allowed flexibility in setting his own office hours but shall be expected to be generally available by cell phone or e-mail during ordinary business hours.

#### **C. Outside Professional Activities.**

Brown agrees to devote his productive time, ability, and attention to the City's business during the term of this Agreement. Brown may, however, undertake limited outside consultation or other professional activities to the extent that such activities do not in any way interfere with or adversely affect his full-time employment with the City or the performance of their duties as provided herein. It is specifically understood and agreed that any outside consultation or other professional activities shall be secondary to his employment by the City. Brown shall advise in writing to the City Council of any limited outside consultation or other professional activities. Brown agrees and acknowledges that any limited outside consultation or professional activities shall not in any way create a conflict of interest between Brown and the City or violate any ethics law as stated in Chapter 25 of Title 36 of the Code of Alabama (1975).

## **SECTION 2. TERM OF AGREEMENT**

A. The term of this Agreement shall be coextensive with the term of the city council as required under § 11-43-21(d) of the Code of Alabama (1975). Therefore, the Term of this Agreement shall commence on the Effective Date and expire on November 3, 2025, or as required under § 11-43-21(d) of the Code of Alabama (1975) unless sooner terminated as provided herein or under state law.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate this Agreement at any time, or the right of Brown to resign at any time from their position as provided in this Agreement.

## **SECTION 3. TERMINATION OF EMPLOYMENT; SEVERANCE PAY**

### **A. Termination, General.**

This Agreement shall terminate upon the occurrence of any of the following events:

1. Upon thirty (30) days' written notice given by Brown to the City;
2. Upon the death of the Brown; or
3. By motion to terminate Brown carried by four (4) affirmative votes of the City Council. In the event of a single council member vacancy, a motion to terminate Brown shall not be effective unless carried by three (3) affirmative votes of the City Council.

### **B. Termination For Cause.**

"Termination for cause" shall include:

1. Willful breach of the Agreement, as interpreted pursuant to Alabama law.
2. Habitual neglect of the duties required to be performed by this Agreement, as interpreted pursuant to Alabama law.
3. Continued incapacity to perform the duties required under this Agreement, as interpreted pursuant to Alabama law.
4. Any act of dishonesty, fraud, misrepresentation or other acts of moral turpitude.
5. Conviction of any act which would constitute a crime, whether misdemeanor or felony, and which would bring disrespect to the Office of Brown or the City.
6. Willful violations of City policies of a serious nature, including for example, City's Sexual Harassment or "Drugs in the Work Place" policies or failure to cooperate in an investigation when ordered to do so.

7. If Brown is terminated for cause as provided in 3.B or if a court invalidates any part of Ordinance No. 1154, the City is relieved of paying any monies owed under this Agreement except for any unused vacation time that may be owed to Brown as provided under the Rules and Regulations of the Personnel Board of Jefferson County, and Brown shall not be entitled to receive any compensation other than that which is owed for work performed under this Agreement prior termination.

**C. Disability.**

In the event Brown is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental capacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, the City may terminate this Agreement with Brown's salary then in effect shall continue until six (6) months have elapsed from the date of the incident or onset of illness giving rise to the disability or incapacity. The amount of salary shall be reduced by an amount equal to any disability insurance proceeds then being received by Brown. Brown acknowledges that City will require Brown to, at the time Brown begins using sick leave for any period in excess of fourteen (14) consecutive days, to complete all required Family Medical Leave Act ("FMLA") application so the Brown's sick leave time and any time under FMLA will run concurrently.

**D. Resignation.**

In the event Brown voluntarily resigns their position with City before expiration of the previously mentioned term of employment, then Brown shall give City thirty (30) day advance notice, unless the parties agree otherwise.

**SECTION 4. COMPENSATION OF BROWN**

**A. Salary.**

1. City agrees to pay Brown for Brown's services provided under this Agreement. Brown shall receive a gross base salary of \$100,000.00 per annum subject to all required tax and elective withholdings. City shall provide Brown with required minimal contribution amount to the Retirement Systems of Alabama that is customary with other Browns. Brown may, at Brown's option, participate in the City's group health insurance program.

2. At the conclusion of Brown's six months of employment, the City Council may conduct a review and evaluation of Brown's work to date to determine any prospective changes in salary as discussed in section 4.A.1 is appropriate.

**B. Benefits, Vacation, Holiday, Sick Leave, and Compensatory Time.**

Brown shall receive access to other benefits in such amounts and to such extent as accorded to department heads of the City, including, but not limited to retirement, health insurance (including medical, dental, and vision coverage to the Brown and family), life insurance, short-term disability

coverage, paid vacation, holidays, and sick, and executive leave, if provided.

**C. Vehicle Use.**

Brown will furnish his own personal vehicle as required for her duties and obligations in performance of this Agreement, for which City shall provide a monthly vehicle stipend to Brown equal to Eight Hundred Fifty Dollars (\$850). The monthly vehicle stipend shall cover all fuel, repair, and necessary maintenance to Brown's personal vehicle. Brown may use a City vehicle as appropriate and in accordance with the City's vehicle policy when traveling for City purposes out of Jefferson County or when use of Brown's personal vehicle is not practical or feasible. Should Brown need to travel outside of Jefferson County, Brown shall use a City Vehicle.

**D. Dues and Subscriptions.**

City agrees, to the extent it is financially able and with City Council approval, to budget for and to pay for professional dues and subscriptions of Brown necessary for his continuation and full participation in national, regional, state and local city manager associations.

**E. Professional Development.**

1. City agrees, to the extent it is financially able and with City Council approval, to budget for and to pay for travel and subsistence expenses of Brown for professional and office travel, meetings, and occasions adequate to continue the professional development of Brown and to adequately pursue necessary official functions for City, including but not limited to the ICMA Annual Conference, the Alabama League of Municipalities Annual Conference, and the annual City Manager's Department meeting and the annual renewal requirements of the ICMA Credentialed Manager Program, and such other national, regional, state, and local governmental groups and committees thereof which Brown serves as a member. City also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expense of Brown for short courses, institutes, and seminars that are necessary for professional development and for the good of the City.

2. The costs and expenses of any Professional Development of Brown shall be presented and approved by the City Council in advance as required by City Ordinance.

**F. Access to Building and Designated Computer.**

City shall provide to Brown necessary access to, including security access badge, and office space within City Hall. City shall provide Brown a laptop or other comparable computer necessary to perform city duties as designated herein and by ordinance. The laptop or other comparable computer shall be exclusively property of the City and returned upon termination of this Agreement or Brown's resignation. The City shall also provide Brown a city issued cell phone for use while conducting City business only. The cell phone shall be the exclusive property of the City.

**G. Bonding.**

The City shall bear the full cost of any fidelity or other bonds required of Brown under any law, ordinances, or regulation.

**SECTION 5. PERFORMANCE EXPECTATIONS**

**A. Performance Evaluation.**

**1. Schedule Of Reviews.**

The City Council shall review and evaluate the performance of Brown at least once each contract year on or near the contract anniversary date June 12, or more frequently if, in the absolute and sole discretion of the City Council, a review and evaluation is determined to be needed more frequently.

**2. Performance Criteria.**

Said review and evaluation shall be in accordance with specific written goals and performance objectives developed jointly by City and Brown. Said goals and objectives may be added to or deleted from as the City Council may from time to time determine, in consultation with Brown. Based on these criteria, the City Council and Brown shall develop written performance expectations and goals for Brown, which shall be used in part as guidelines to frame the annual performance review under this Agreement.

**3. Written Summary of Review.**

The City Council shall provide Brown with a written summary statement of the findings of the City Council within fifteen (15) calendar days after completion of the City Council's evaluation of Brown. The City Council shall provide adequate opportunity for Brown to discuss Brown's evaluation with the City Council.

**B. Performance Objectives and Criteria.**

In conjunction with each annual performance evaluation, the City Council and Brown shall define in writing performance goals and objectives for the following year that they determine necessary for the proper operation of the City and consistent with the City Council's policy objectives. The City Council and Brown may establish a relative priority among those various goals and objectives. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

**SECTION 6. MISCELLANEOUS PROVISIONS**

A. The text herein shall constitute the entire Agreement between the parties.

- B. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provisions of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.
- D. The Parties agree that should a dispute arise under this Agreement, Brown and City shall work to resolve the dispute through good faith negotiation. In the event, the dispute cannot be resolved and an action or lawsuit is filed, the action shall be filed in the Birmingham Division of the Circuit Court of Jefferson County, Alabama, or the U.S. District Court for the Northern District of Alabama. The parties hereby agree to waive any right to a jury trial with any action or lawsuit brought pursuant to this Agreement to be tried as a non-jury bench trial only.
- E. This Agreement shall be governed by the laws of the State of Alabama. In the event of a conflict between this Agreement and applicable state or federal law, said law(s) shall control, and this Agreement shall be construed with reference to and in accordance with applicable law.
- F. The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of either party.
- G. This Agreement contains the full agreement of the parties. Any modification or change in this Agreement shall not be binding on either party unless such change or modification is in writing and signed by both parties.
- H. Pursuant to § 11-47-24 of the Code of Alabama (1975), the City shall defend, hold harmless, and indemnify Brown against any tort, professional liability claim, or demand or other legal action, including any challenge made to the appointment of the position, whether groundless or otherwise, arising out of any alleged act or omission occurring during Brown's employment under this Agreement, including Brown's appointment made pursuant to Resolution No. 9019 and including without limitation, claims arising out of personnel actions taken by Brown. City shall defend, compromise, and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered hereon.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be signed and executed and duly attested to by the acting city clerk having been approved as to form by the city attorney, and John Brown has signed and executed this Agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW.]

JOHN BROWN:

---

John Brown

---

Witness

CITY OF TARRANT:

---

Tracie B. Threadford, Mayor Pro Tem

ATTEST

---

---

Approved as to form:

---

City Attorney

**Exhibit B**  
**Letter of Credit**



MICHAEL BRYMER  
CITY ATTORNEY

WAYMAN A. NEWTON  
MAYOR

DR. LAVERNE KNIGHT  
CITY CLERK

# CITY OF TARRANT

1133 Eastlake Blvd.

P. O. Box 170220

Tarrant, Alabama 35217-0220

Phone (205)849-2800

Fax (205)849-2805

COUNCIL MEMBERS

CATHY ANDERSON

JOHN T. "TOMMY" BRYANT

COUNCIL MEMBERS

VERONICA BANDY FREEMAN

DEBORAH MATTHEWS

TRACIE B. THREADFORD

MAYOR PRO TEM

## IRREVOCABLE COMMERCIAL LETTER OF CREDIT

AMOUNT: \$ \_\_\_\_\_

DATE: \_\_\_\_\_

Irrevocable Credit No: \_\_\_\_\_

State Farm Fire and Casualty Company  
3 State Farm Plaza South  
Bloomington IL 61791-0001  
(Attention: Fidelity and Surety Bonds)

We hereby authorize you to draw on REGIONS BANK for account of CITY OF TARRANT (hereinafter called Customer) up to an aggregate amount of \$147,589.42 available by your sight draft(s) drawn on us and accompanied by your written certification that you as Surety, have executed or have procured the execution of bond(s) or undertaking(s) in which the customer has an interest (pecuniary or otherwise), and that you:

1. Have incurred liability, or that a situation exists under which, in the sole judgement of the Surety, claim may be made for loss, cost or expense, and that monies represented by your draft(s) are required in the discretion of the Surety for its protection and for the protection of its co-surety(ies) and re-insurer(s), if any, under said bond(s) or undertaking(s) or under agreement(s) of indemnity.

- or -

2. Have not been paid one or more premiums which are now due and owing and stating the amount thereof.

All drafts so drawn must be marked "Drawn under \_\_\_\_\_ Letter of Credit No. \_\_\_\_\_".

We engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored by us as specified if presented at this office on or before , \_\_\_\_\_ or any extended date.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended for additional periods of one year from the present or each future expiration date unless at least thirty days prior to such date we shall notify you in writing by registered letter at the above address, that we elect not to renew this Letter of Credit for such additional period. Upon receipt by you of such notice, you may draw on us hereunder, prior to the expiration date, by means of your draft drawn on us at sight for the full amount of this Letter of Credit, accompanied by your written certification that you have not been released from liability and that the proceeds of your draft will be applied by you to satisfy any loss, cost or expense which may be incurred by you, or your co-surety(ies) or re-insurer(s), if any, as a result of having executed or having procured the execution of bond(s), or undertaking(s), as aforesaid, or under agreement(s) of indemnity as aforesaid.

Your acceptance of the Credit will constitute your agreement to repay to us for account of John Brown any funds paid by us to you hereunder and not used by you in satisfaction of, or reimbursement of any loss, cost or expense of any nature whatsoever incurred by you, including any unpaid premiums due you on any such bond(s) or undertaking(s) or agreement(s) of indemnity.

Communications relative to this Letter of Credit should be addressed to our Bond Department, and make reference to the Irrevocable Credit Number hereof.

This financial institute  
is federally insured by FDIC

Sincerely,

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Typed Name of Officer

\_\_\_\_\_  
Officer's Title

If more than 1 page, subsequent pages should reference Letter of Credit number, amount, date, & page number of total number of pages.

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA     )

JEFFERSON COUNTY     )

I, Laverne Knight, City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 18th day of March, 2024, while in regular session on Monday, March 18, 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 18<sup>th</sup> day of March, 2024.



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

**CITY OF TARRANT**  
**VOUCHER LIST**  
**MONDAY, MARCH 18 , 2024**

**GENERAL FUND**

5045-5046	ACCOUNTS PAYABLE RUN	\$ 3,132.01
53145-53183	ACCOUNTS PAYABLE RUN	\$ 93,155.03
53184-53236	ACCOUNTS PAYABLE RUN	\$ 155,539.75

**NET PAYROLL**

3/15/2024	PAY PERIOD 02/24/2024-03/08/2024	\$ 151,595.92
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<u>Bank Name</u>		<u>Bank Number</u>				
General Fund						
<u>Payment Number</u>	<u>Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Pymt Grp.</u>	<u>Payment Date</u>	<u>Payment Amount</u>
53184	CHK	Aaa Environmental Services	4		03/14/2024	\$39.85
53185	CHK	Affordable Counseling Therapy & Empir	28		03/14/2024	\$300.00
53186	CHK	Aflac	98		03/14/2024	\$154.42
53187	CHK	Airgas Usa, Llc	309		03/14/2024	\$104.93
53188	CHK	Al League Of Municipalities	302		03/14/2024	\$2,125.00
53189	CHK	Alabama Assoc Of Fire Chiefs	466		03/14/2024	\$75.00
53190	CHK	Alabama Child Support	37		03/14/2024	\$1,699.21
53191	CHK	Alabama Judicial College	608		03/14/2024	\$220.00
53192	CHK	Alabama Municipal Insurance	408		03/14/2024	\$10,000.00
53193	CHK	Amazon Capital Services	1902		03/14/2024	\$19.96
53194	CHK	American Fidelity Assurance	1731		03/14/2024	\$1,132.00
53195	CHK	At & T Mobility	1857		03/14/2024	\$757.97
53196	CHK	Automatic Ice & Beverage, Inc.	52		03/14/2024	\$381.80
53197	CHK	Avenu	1773		03/14/2024	\$10,207.25
53198	CHK	Baker & Taylor Entertainment	208		03/14/2024	\$38.60
53199	CHK	Bama Auto Glass	1919		03/14/2024	\$115.00
53200	CHK	Bennett, Patrick	642		03/14/2024	\$480.67
53201	CHK	Birmingham Water Works	16		03/14/2024	\$7,296.96
53202	CHK	Bound Tree Medical, Llc	772		03/14/2024	\$1,348.34
53203	CHK	Bradford W. Caraway	2121		03/14/2024	\$311.54
53204	CHK	City Of Tarrant	32		03/14/2024	\$1,020.62
53205	CHK	Dolphin Pest Control	62		03/14/2024	\$82.00
53206	CHK	Express Oil Change Lic	66		03/14/2024	\$197.98
53207	CHK	Fancher, Mamon	2025		03/14/2024	\$80.60
53208	CHK	Hayes Shoes	3273		03/14/2024	\$140.79
53209	CHK	Hill, James K.	465		03/14/2024	\$170.00
53210	CHK	IPFS Corporation Of The South	3345		03/14/2024	\$25,730.86
53211	CHK	Jacqueline Anderson Smith	1851		03/14/2024	\$247.44
53212	CHK	Jacqueline Anderson Smith	1851	a	03/14/2024	\$278.92
53213	CHK	Jefferson County Library	271		03/14/2024	\$684.41
53214	CHK	Jonathan Davidson	3344		03/14/2024	\$400.00
53215	CHK	Lucille Blutcher	3291		03/14/2024	\$484.50
53216	CHK	Marvin Gerald Carrington	3340		03/14/2024	\$800.00
53217	CHK	Nafeco	132		03/14/2024	\$1,814.98
53218	CHK	O'rear Hardware	1855		03/14/2024	\$4,001.95
53219	CHK	Peach State Truck Centers	3339		03/14/2024	\$5,874.00
53220	CHK	Prentice Sherrod	3341		03/14/2024	\$66.72
53221	CHK	Quill	76		03/14/2024	\$239.61
53222	CHK	Richard A. Rice - The Rice Firm, LLC	3342		03/14/2024	\$5,000.00
53223	CHK	Robert J Young Company	1681		03/14/2024	\$8.00
53224	CHK	Roosevelt Brock	3271		03/14/2024	\$108.00
53225	CHK	SIRCHIE ACQUISITION COMPANY DEP	3223		03/14/2024	\$140.75
53226	CHK	Southern States	1244		03/14/2024	\$46.00
53227	CHK	Tarrant Electric Department	111		03/14/2024	\$27,407.50
53228	CHK	The C. BURRELL LAW GROUP, LLC	3183		03/14/2024	\$2,166.00
53229	CHK	The Hiller Companies, Inc.	1865		03/14/2024	\$583.22
53230	CHK	Thomas Moore	3256		03/14/2024	\$2,560.00
53231	CHK	Time 4 Fun LLC	3305		03/14/2024	\$600.00
53232	CHK	Trigreen Equipment, Lic	683		03/14/2024	\$212.99
53233	CHK	United Way Of Central Alabama	241		03/14/2024	\$20.00
53234	CHK	WALDREP STEWART & KENDRICK, LLP	3156		03/14/2024	\$21,953.41

Date/Time: 3/14/2024 4:03 PM

City of Tarrant  
Payment Register

User:

Joycalyn Cash  
Page 2 of 2

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53235	CHK	We R Smart Llc	1887	03/14/2024	\$10,800.00
53236	CHK	Willie Dove Door Company	1393	03/14/2024	\$4,810.00
<b>Bank Total:</b>					<b>\$155,539.75</b>
<b>Bank Payment Count:</b>					<b>53</b>

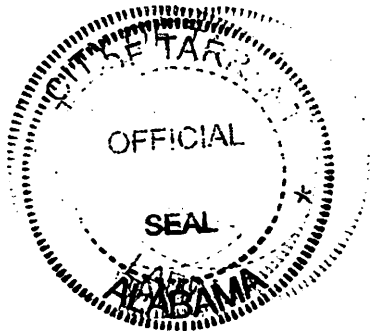
<u>Bank Name</u>		<u>Bank Number</u>				
E911 Account						
<u>Payment Number</u>	<u>Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Pymt Grp.</u>	<u>Payment Date</u>	<u>Payment Amount</u>
5045	CHK	At & T	407		03/07/2024	\$382.47
5046	CHK	At & T Mobility	1857		03/07/2024	\$2,749.54
<b>Bank Total:</b>						<b>\$3,132.01</b>
<b>Bank Payment Count:</b>						<b>2</b>

<u>Bank Name</u>		<u>Bank Number</u>				
General Fund						
<u>Payment Number</u>	<u>Type</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Pymt Grp.</u>	<u>Payment Date</u>	<u>Payment Amount</u>
53145	CHK	Aaa Environmental Services	4		03/07/2024	\$299.25
53146	CHK	Alabama Crime Victims Comp Com	156		03/07/2024	\$34.00
53147	CHK	Alabama First Responders Benef	1988		03/07/2024	\$3,637.20
53148	CHK	Alabama Peace Officers Annuity	160		03/07/2024	\$72.00
53149	CHK	Alacourt.Com	1688		03/07/2024	\$260.91
53150	CHK	Allen Bailey	2022		03/07/2024	\$100.65
53151	CHK	Atkins & Goolsby	1996		03/07/2024	\$1,984.07
53152	CHK	Baker & Taylor Entertainment	208		03/07/2024	\$80.56
53153	CHK	BJCTA BIRMINGHAM JEFFERSON COUN	1974		03/07/2024	\$5,086.67
53154	CHK	Circuit Clerk Judicial Adm Fund	1305		03/07/2024	\$37.62
53155	CHK	Coleman, Patrick	414		03/07/2024	\$895.89
53156	CHK	CSX Transportation	3338		03/07/2024	\$100.00
53157	CHK	Dolphin Pest Control	62		03/07/2024	\$369.00
53158	CHK	ETA	3160		03/07/2024	\$850.00
53159	CHK	Finance Department, State	155		03/07/2024	\$4,859.50
53160	CHK	Green Valley Landfill	3329		03/07/2024	\$6,170.77
53161	CHK	Hayes Shoes	3273		03/07/2024	\$140.79
53162	CHK	Jefferson County District	927		03/07/2024	\$255.75
53163	CHK	Jefferson County Library	271		03/07/2024	\$69.00
53164	CHK	Keith The Plumber	1817		03/07/2024	\$4,757.05
53165	CHK	Kyocera Document Solutions	1498		03/07/2024	\$137.50
53166	CHK	Legal Aid Society	152		03/07/2024	\$1,500.00
53167	CHK	Massey,Stotser & Nichols, Pc	1906		03/07/2024	\$16,830.00
53168	CHK	Mcperson Alabama Tax Exempt	96		03/07/2024	\$4,641.50
53169	CHK	Municipal And Commercial Uniform And	134		03/07/2024	\$438.85
53170	CHK	National Neighborhood Watch Institute	3334		03/07/2024	\$3,995.00
53171	CHK	O'reilly Auto Parts	315		03/07/2024	\$640.12
53172	CHK	Presiding Circuit Judge Admin.	1985		03/07/2024	\$37.62
53173	CHK	Quality Petroleum	1132		03/07/2024	\$6,945.87
53174	CHK	Quill	76		03/07/2024	\$238.09
53175	CHK	Regions Bank	984		03/07/2024	\$1,075.00
53176	CHK	Republic Services #802	60		03/07/2024	\$1,350.00
53177	CHK	Republic Services Mt Olive Msw	2033		03/07/2024	\$2,723.71
53178	CHK	Spire	1704		03/07/2024	\$5,596.92
53179	CHK	State Judicial Admin Fund	1304		03/07/2024	\$150.76
53180	CHK	Stericycle, Inc.	97		03/07/2024	\$219.24
53181	CHK	Thompson Tractor Co, Inc	3209		03/07/2024	\$3,910.50
53182	CHK	Trigreen Equipment, Lic	683		03/07/2024	\$363.67
53183	CHK	We R Smart Lic	1887		03/07/2024	\$12,300.00
<b>Bank Total:</b>						<b>\$93,155.03</b>
<b>Bank Payment Count:</b>						<b>39</b>

# TARRANT ELECTRIC DEPARTMENT

## VOUCHER LIST

March 15, 2024





Batch ID: CHK02292024KH  
 Batch Comment:

Audit Trail Code: PMCHK00000997  
 Posting Date: 2/28/2024

Checkbook ID: EL02

\* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42944	2/28/2024	00000000000013022	10201	AT&T Mobility	\$353.84
42945	2/28/2024	00000000000013023	1069	STEWART ENGINEERING	\$180.00
42946	2/28/2024	00000000000013024	1120	CITY OF TARRANT	\$30,781.32
42947	2/28/2024	00000000000013025	132	AMERICAN FIDELITY ASSURANCE	\$394.00
42948	2/28/2024	00000000000013026	1922	SUNBELT SOLOMON SERVICES, LLC	\$4,260.00
42949	2/28/2024	00000000000013027	20	AAA ENVIRONMENTAL SERVICE	\$13.00
42950	2/28/2024	00000000000013028	281	CAPE ELECTRICAL SUPPLY LLC	\$559.70
42951	2/28/2024	00000000000013029	295	CENTRAL SERVICE ASSOCIATION	\$6,267.93
42952	2/28/2024	00000000000013030	3052	ROBERT PESNELL	\$297.50
42953	2/28/2024	00000000000013031	34	AMERICAN FAMILY LIFE ASSURANCE	\$46.44
42954	2/28/2024	00000000000013032	4035	CHRISTOPHER THOMPSON	\$595.00
42955	2/28/2024	00000000000013033	4050	TYLER PAYNE	\$297.50
42956	2/28/2024	00000000000013034	47	AIRGAS USA, LLC	\$106.48
42957	2/28/2024	00000000000013035	5736	DARRYL TRUCKS	\$297.50
42958	2/28/2024	00000000000013036	672	LIBERTY NATIONAL LIFE INSURANC	\$326.79
42959	2/28/2024	00000000000013037	702	RESHONDA MCNEAL	\$365.96
42960	2/28/2024	00000000000013038	7875	JASON HILL	\$140.00
42961	2/28/2024	00000000000013039	901	SHARNICE BEVELS	\$75.00
42962	2/28/2024	00000000000013040	CSM004606	GEORGE EVANS	\$167.84
42963	2/28/2024	00000000000013041	CSM006485	SC INVESTMENTS LLC	\$134.00
<b>Total Checks: 20</b>					<b>Checks Total: \$45,659.80</b>

Batch ID: CHK03072024KH  
 Batch Comment:

Audit Trail Code: PMCHK0000998  
 Posting Date: 3/6/2024

Checkbook ID: EL02

\* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42964	3/6/2024	0000000000013043	0510	DIPIAZZA LAROCCA HEETER & CO,	\$8,700.00
42965	3/6/2024	0000000000013044	1391	DOLPHIN PEST CONTROL	\$132.00
42966	3/6/2024	0000000000013045	1435	JONATHAN PAGE	\$297.50
42967	3/6/2024	0000000000013046	1601	ATKINS & GOOLSBY, INC	\$1,195.50
42968	3/6/2024	0000000000013047	1780	MASSEY, STOTSER & NICHOLS PC	\$2,103.75
42969	3/6/2024	0000000000013048	20	AAA ENVIRONMENTAL SERVICE	\$20.00
42970	3/6/2024	0000000000013049	3052	ROBERT PESNELL	\$297.50
42971	3/6/2024	0000000000013050	336	CANNON TECHNOLOGIES INC.	\$1,590.00
42972	3/6/2024	0000000000013051	4035	CHRISTOPHER THOMPSON	\$595.00
42973	3/6/2024	0000000000013052	4050	TYLER PAYNE	\$297.50
42974	3/6/2024	0000000000013053	7875	JASON HILL	\$140.00
42975	3/6/2024	0000000000013054	989	SHRED-IT USA	\$108.53
42976	3/6/2024	0000000000013055	CSM000064	ERICA WATSON	\$2.49
42977	3/6/2024	0000000000013056	CSM000119	TAYLORS CREATIVE HOMES	\$306.63
42978	3/6/2024	0000000000013057	CSM003901	RICHARD S ALEXANDER JR.	\$5,247.11
42979	3/6/2024	0000000000013058	CSM004321	RHONDA COUCH	\$51.24
42980	3/6/2024	0000000000013059	CSM005228	AHZO LLC	\$20.02
42981	3/6/2024	0000000000013060	CSM006123	ROBERT WHITSON	\$201.58
42982	3/6/2024	0000000000013061	CSM006136	SFR 2 LLC	\$296.36
42983	3/6/2024	0000000000013062	CSM006722	ARIYANNA LOUISE	\$32.46
42984	3/6/2024	0000000000013063	CSM006762	GUBERNICK FAMILY HOLDINGS II L	\$278.10
42985	3/6/2024	0000000000013064	CSM006822	BIRMINGHAM REAL ESTATE SOLUTIO	\$330.37

Total Checks: 22

Checks Total: \$22,243.64

System: 3/13/2024 12:18:15 PM  
User Date: 3/13/2024

City of Tarrant Electric Depar  
COMPUTER CHECK REGISTER  
Payables Management

Page: 1  
User ID: khendricks

Batch ID: CHK03142024KH  
Batch Comment:

Audit Trail Code: PMCHK00000999  
Posting Date: 3/13/2024

Checkbook ID: EL02

\* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
42986	3/13/2024	00000000000013067	1220	VANGUARD ALLIANCE	\$2,157.44
42987	3/13/2024	00000000000013068	1240	BIRMINGHAM WATER WORKS BOARD	\$109.18
42988	3/13/2024	00000000000013069	1922	SUNBELT SOLOMON SERVICES,LLC	\$242.00
42989	3/13/2024	00000000000013070	1941	RENT ONE LLC	\$14.92
42990	3/13/2024	00000000000013071	281	CAPE ELECTRICAL SUPPLY LLC	\$3,322.80
42991	3/13/2024	00000000000013072	29	ACTION TIRE COMPANY	\$1,072.12
42992	3/13/2024	00000000000013073	3052	ROBERT PESNELL	\$297.50
42993	3/13/2024	00000000000013074	4035	CHRISTOPHER THOMPSON	\$595.00
42994	3/13/2024	00000000000013075	47	AIRGAS USA, LLC	\$91.47
42995	3/13/2024	00000000000013076	5272	ROGER VOSS	\$297.50
42996	3/13/2024	00000000000013077	770	LOFT MACHINE/MILLER MACHINE &	\$780.00
42997	3/13/2024	00000000000013078	7875	JASON HILL	\$297.50
42998	3/13/2024	00000000000013079	CSM002291	BARRINGTON REALTY	\$887.19
42999	3/13/2024	00000000000013080	CSM003977	BOBBY M SHIRLEY	\$98.59
43000	3/13/2024	00000000000013081	CSM004759	ERICA MATTHEWS	\$530.00
43001	3/13/2024	00000000000013082	CSM005935	TARRANT HOUSING AUTHORITY	\$291.71
43002	3/13/2024	00000000000013083	CSM006306	TIFFANY JANELLE SIMMONS HURT	\$73.85
43003	3/13/2024	00000000000013084	CSM006680	J&C CAPITAL LLC	\$241.56
43004	3/13/2024	00000000000013085	CSM006687	CRISTOBAL BARTOTO DIEGO	\$181.00
43005	3/13/2024	00000000000013086	CSM006781	TLM INVESTMENTS LLC	\$319.59
Total Checks: 20					Checks Total: \$11,900.92

