



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

City Hall Annex - Meeting Room - 1412 9th St, Leeds, AL 35094

September 05, 2023 @ 6:00 PM

To view this meeting online:
<https://meet.goto.com/CityofLeeds>

CALL COUNCIL MEETING TO ORDER

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

CUTOFF FOR PUBLIC COMMENT SIGN-UP

Anyone wishing to address the Council during the Public Comment section of the meeting must have completed their registration by this point in the meeting.

APPROVE COUNCIL MINUTES

- [1.](#) Minutes from August 21, 2023

REPORTS OF OFFICERS:

2. Mayor's Report: Mayor David Miller
3. Police Department: Chief Irwin
4. Fire Department: Chief Parsons
5. Municipal Court: Magistrate Roberts
- [6.](#) Development Services Department: City Administrator Watson
Over-time Report
7. Public Works Department: Public Works Director Warren
- [8.](#) Social Services Department: Director Bryan
September 2023 Calendars

PUBLIC HEARING

- [9.](#) Consider Determination of Certain Conditions to be a Public Nuisance at 7489 Parkway Drive

OLD BUSINESS:

NEW BUSINESS:

- [10.](#) Resolution 23-000693: Consider Declaring Certain Conditions to be a Public Nuisance at 7489 Parkway Drive
- [11.](#) Resolution 2023-09-01: Consider Taxpayer refund request for a taxpayer not in Leeds city limits
- [12.](#) Resolution 2023-09-02: Consider Authorizing Purchase of Bay Doors for Fire Department #1
- [13.](#) Resolution 2023-09-03: Authorizing the Budget Amendment and the Purchase of Safety Equipment for Police Department

14. Resolution 2023-09-04: Authorize an Athletic Capital Improvement Appropriation to the City Board of Education

PUBLIC COMMENTS

All comments are to be limited to 2 minutes

ADJOURNMENT

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 205-699-2585.

If you wish to speak at this meeting, please use the following web address:

<https://www.cognitofrms.com/CityOfLeeds1/PublicParticipationSpeakersSignUpSheet>

QR code to sign up



File Attachments for Item:

1. Minutes from August 21, 2023



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

City Hall Annex - Meeting Room - 1412 9th St, Leeds, AL 35094

August 21, 2023 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 6:00 pm.

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

Mayor David Miller
Council member Eric Turner
Council member Johnny Dutton
Council member Angie Latta
Council member Devoris Ragland-Pierce

ABSENT

Council member Kenneth Washington

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor David Miller

CUTOFF FOR PUBLIC COMMENT SIGN-UP

APPROVE COUNCIL MINUTES

1. Minutes from August 07, 2023

Motion to approve Minutes from August 07, 2023 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

REPORTS OF OFFICERS:

2. Mayor's Report: Mayor David Miller
Mayor Miller gave an update on the ongoing paving work.
3. Police Department: Chief Irwin
Written report was emailed to Council.
4. Fire Department: Chief Parsons

Chief Parsons reported of 2 administrative phone lines for non-emergency calls that are not routed through Dispatch.

5. Municipal Court: Magistrate Roberts
Written reports for June and July were supplied to Council.
6. Development Services Department: City Administrator Watson
Absent
7. Public Works Department: Public Works Director Warren
Director Warren reported that 4.5 tons were removed during the Farley Avenue abatement approved at July 17, 2023 council meeting.
8. Social Services Department: Director Bryan
No report

PUBLIC HEARING

9. Consider Determination of Certain Conditions to be a Public Nuisance at Cahaba Crossing Common Area
Mr. Jody Courson, Development Services Department, gave a report of the overgrowth at this location. There was no other public comment. Item was referred to Council.
Public Hearing closed at 6:06 pm.
Motion for Unanimous Consent to add Resolution 2023-08-08 to the agenda made by Council member Turner, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

OLD BUSINESS:

10. Consider Determination of Certain Conditions to be an Unsafe Building at 1731 Whitmire Street
Mr. Glen Williams, Development Services Department, reported that Mr. Dale Faulkner had decided not to pursue rehabbing the property. Since no one else has shown an interest in the property, the item is back for Council's determination.
Motion to approve Resolution 22-000085 made by Council member Ragland-Pierce, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce
11. Resolution 23-000769: Consider Declaring Certain Conditions to be a Public Nuisance at 8349 Kent Avenue
Mr. Jody Courson, Development Services Department, reported that the tenants have been easy to work with but are not 100% compliant yet. He's agreeable with another extension. Mr. Ralph Bolen, attorney for the property owners, asks for another short extension.
Motion to grant a 30-day extension on Resolution 23-000769 made by Council member Latta, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

NEW BUSINESS:

12. Resolution 23-000744: Consider Declaring Certain Conditions to be a Public Nuisance at Cahaba Crossing Common Area

Motion to approve Resolution 23-000744 made by Council member Dutton, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

13. Resolution 2023-08-07: Consider Approval of closing certain City bank accounts and establishing new banking relationship

Motion to approve Resolution 2023-08-07 made by Council member Dutton, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

14. Resolution 2023-08-08: Consider Adopting Transportation Plan pursuant to the Rebuild Alabama Act

Motion to approve Resolution 2023-08-08 made by Council member Turner, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

PUBLIC COMMENTS

There was none.

ADJOURNMENT

Motion to adjourn made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

The meeting adjourned at 6:17 pm.

David Miller, Mayor

Attest:

Toushi Artbitelle, City Clerk

File Attachments for Item:

6. Development Services Department: City Administrator Watson
Over-time Report

Department Hours- OT

From 08/08/23 to 08/21/23

Department	OT	FDC	Totals
	138:35	51:30	190:05
ADM-1	6:24		6:24
CRT-11	3:48		3:48
DEV-50	7:45		7:45
FIRE1-26	16:00	27:30	43:30
FIRE2-26	17:00	24:00	41:00
POL-22	75:54		75:54
STR-80	11:44		11:44

File Attachments for Item:

8. Social Services Department: Director Bryan
September 2023 Calendars

Leeds Senior Center Newsletter

September, 2023

Welcome to the Leeds Senior Center!

The Center is a great environment of which to be a part. This brief newsletter is a handy reminder of our regularly scheduled activities with some specific events noted.

If you are checking us out for the first time, specific details include:

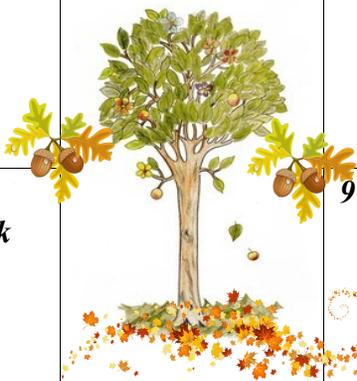
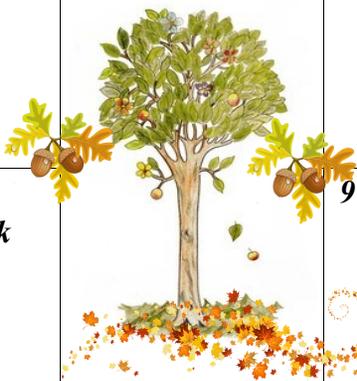
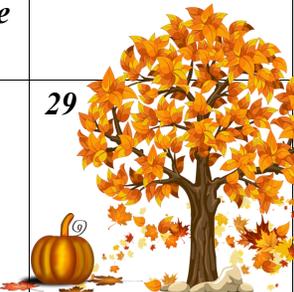
- The Center is open Monday thru Thursday, 10:00 am to 2:00 pm
- Lunch is served at 11:30 each day, and the cost is \$2 per person. **An RSVP for lunch is required 24 hours in advance**
- All activities at the Center are meant to be fun, enjoyable and optional
- Regular Activities include - Exercise led by Paul Zuckerman on Mondays and Wednesdays at 10:45; Bible study led by Pastor Chuck Kukul on Mondays at 12:15 (this month - 1 and 2 Timothy); and Line Dancing on Wednesdays at 12:15
- Tuesday is game day - favorites include Dominos, Skip Bo, Sequence and we are learning Rummikub
- On Thursdays we have Art & Leisure. Art (painting and crafts), and games are on the schedule.
- **The Senior Center will be closed Monday, September 4 for the Labor Day Holiday**
- **Leslie Rutledge from The Wooden Anchor returns on Thursday, September 14. Our art project will decorate for the Fall and holiday seasons. This project is \$10 per person, and an RSVP is required**
- **This month's birthday party is Thursday, September 28. RSVP is required**
- **We also will be attending - "The Cash Domino Killers" at the Leeds Arts Council on September 16, and *The Play that Goes Wrong*, September 22, in Trussville.**
- The telephone number for the Center is **205.699.0910**
- If you are joining us at the Center for the first time, please call 24 hours in advance to reserve a spot for lunch - **205.699.0910**

See you at the Center. *Audrey*



September 2023 ~ Menu

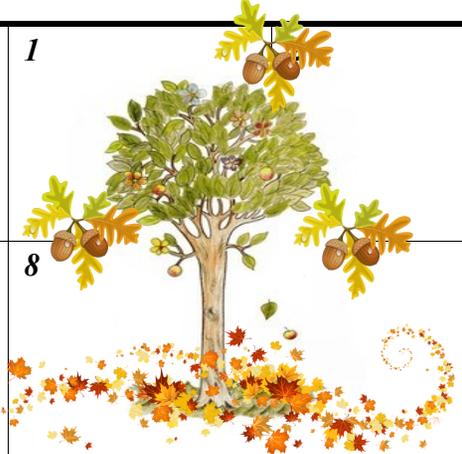
Lunch served at 11:30 ~ \$2 per person
RSVP Required ~ 205.699.0910

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		<i>goodbye, august</i> <i>hello, september</i>			<i>1</i> 	<i>2</i>
<i>3</i>		<i>5</i> <i>Hamburgers</i> <i>Baked Beans</i> <i>Coleslaw</i> <i>Lemon Pie</i>	<i>6</i> <i>Pork Loin</i> <i>Roasted Squash</i> <i>Braised Cabbage</i> <i>Dump Cake</i>	<i>7</i> <i>Pulled Pork</i> <i>Sandwich</i> <i>Chips</i> <i>Cookies</i>		<i>9</i>
<i>10</i> <i>National Grandparents Day!</i>	<i>11</i> <i>Fr. On. Chicken</i> <i>P. Au Gratin</i> <i>Green Beans</i> <i>Apple Cobbler</i>	<i>12</i> 	<i>13</i> <i>Pulled Pork</i> <i>Mac & Cheese</i> <i>Potato Salad</i> <i>Banana Pudding</i>	<i>14</i> <i>Chicken Tender</i> <i>Wrap</i> <i>Green Salad</i> <i>Brownies</i>	<i>15</i>	<i>16</i>
<i>17</i> 	<i>18</i> <i>Conecuh Sausage</i> <i>Peas</i> <i>Collard Greens</i> <i>Strawberry Cake</i>	<i>19</i> <i>Chicken Salad</i> <i>Fruit Salad</i> <i>Pimento Cheese</i> <i>Cookies</i>	<i>20</i> <i>Meat Lasagna</i> <i>Broccoli Salad</i> <i>Roasted Veggies</i> <i>Yellow Cake</i>	<i>21</i> <i>Brunswick Stew</i> <i>Green Salad</i> <i>Choc Chip Cake</i>	<i>22</i> <i>First Day of Autumn</i>	<i>23</i> 
	<i>25</i> <i>Asiago Chicken</i> <i>Asparagus</i> <i>Mashed Potatoes</i> <i>Strawberry Trifle</i>	<i>26</i> <i>Baked Potatoes</i> <i>Pulled Chicken</i> <i>Broccoli</i> <i>Brownies</i>	<i>27</i> <i>Greek Meatballs</i> <i>Green Beans</i> <i>Cous-Cous</i> <i>Chocolate Cake</i>	<i>28</i>  <i>Birthday Celebration</i>	<i>29</i> 	<i>30</i> 

September 2023 ~ Senior Center

Monday ~ Thursday, 10:00 am to 2:00 pm

205.699.0910

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	
3	4 	5 <i>Game Day~ Lunch (\$2)</i>	6 <i>Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15</i>	7 <i>Art & Leisure Lunch (\$2)</i>	8	
10 <i>National Grandparents Day!</i>	11 <i>Exercise 10:45 Lunch (\$2) Bible Study</i>	12 <i>Game Day~ Lunch (\$2)</i>	13 <i>Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15</i>	14 <i>Art & Leisure Leslie Rutledge- Wooden Anchor Lunch (\$2)</i>	15	16 <i>The Cash Domino Killers Band Leeds 7:00 p.m.</i>
17 	18 <i>Exercise 10:45 Lunch (\$2) Bible Study</i>	19 <i>Game Day~ Lunch (\$2)</i>	20 <i>Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15</i>	21 <i>Art & Leisure Lunch (\$2)</i>	22 <i>"The Play that Goes Wrong" 7:00 p.m. ACTA</i>	23 
	25 <i>Exercise 10:45 Lunch (\$2) Bible Study</i>	26 <i>Game Day~ Lunch (\$2)</i>	27 <i>Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15</i>	28  <i>Birthday Celebration</i>	29 	

File Attachments for Item:

9. Consider Determination of Certain Conditions to be a Public Nuisance at 7489 Parkway Drive

14

PUBLIC

NUSIANCE

7489 PARKWAY DR

2500201014003000

CITY OF LEEDS RESOLUTION 23-000693

RESOLUTION IN DETERMINATION OF CERTIAN CONDITIONS TO BE AN ANNOYANCE AND PUBLIC NUISANCE IN VIOLATION OF CHAPTER 32 OF THE CODE OF ORDINANCES, FOR THE CITY OF LEEDS, AL.

WHEREAS, in accordance with, without limitation, Code of Ordinances for the city of Leeds, Alabama Chapter 32, §11-47-117, and 11-67-60 to 11-67-67 Code of Alabama 1975 (cumulatively referred to as the "Law"), the City Council of the City of Leeds has the authority to determined that certain conditions upon certain properties in the city of Leeds are offensive, produce an annoyance, constitute a threat to the general public health, safety and welfare of the City of Leeds, Alabama and are in fact a public nuisance; and

WHEREAS, employees or agents of the City of Leeds have identified certain conditions to be a nuisance in violation of the law as existing on certain property at 7489 PARKWAY DR LEEDS, AL 35094, Parcel ID: 2500201014003000 which is identified in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, in accordance wit the Law, the City Council of the City of Leeds, after considering the report and the associated notices as presented by staff, may find that the subject conditions identified by the supporting information and documentation related to the subject Property(ies) are a public nuisance and order the immediate abatement of such conditions; and

WHEREAS, the City Council of the City of Leeds may hold a public hearing if requested by the property owner to have the opportunity of being heard and to discusses the conditions as presented; and

WHEREAS, in accordance with the Law, the City of Leeds is to keep an account of the cost of abating or removing the nuisance on any such property when the owner fails to comply with the provided notices; and

WHEREAS, in accordance with the Law, the City Council of the City of Leed desires to make a determination as to whether or not a public nuisance actually exists at the subject Property(ies), based on the information as presented, and potentially order the abatement of any such nuisance(s).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds follows:

1. All of the Recitals above are true and correct and are hereby incorporated herein as if fully set forth
2. The conditions identified by the Notice(s) of the Public Nuisance, in relation to the Property(ies) identified on the report as Attached hereto as Exhibit A including the requisite notices and supporting information as provided to the Property owner and posted at the Property, and all hereby declared to be a public nuisance in the City of Leeds.
3. The identified public nuisance(s) is relation to the subject Property(ies) shall be abated and/or removed by the City, if necessary, with costs assessed to the subject Property.
4. City staff is to create a report of the related costs for abating or removing any remaining nuisance(s) from the Property and to provide such report back to the City Council for approval of the costs related to the same.
5. The provisions of the Resolution are severable. If any part of the Resolution is determined to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this Resolution.
6. The City Budget is amended to fund the deceleration of public Nuisance abatements.

ADOPTED and APPROVED this the 09/05/2023
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES	_____
NAYS	_____
ABSENT FROM VOTING	_____
ABSTAIN	_____

Toushi Arbitelle,
CITY CLERK

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on 09/05/2023

Toushi Arbitelle, City Clerk



Confidential Document:

Date Taken:08/15/2023

Address:7489 PARKWAY DR

Taken by:Jody Courson

Case Number:23-000693



Confidential Document:

Date Taken:08/15/2023

Address:7489 PARKWAY DR

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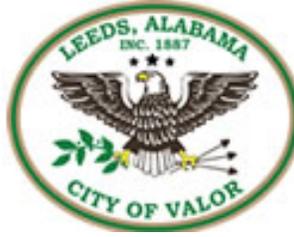
Address:7489 PARKWAY DR

Taken by:Jody Courson

Case Number:23-000693

28 of Leeds
 4 9th St
 Leeds, AL 35094

(205)-699-2585



David Miller, Mayor

COUNCIL MEMBERS

- Kenneth Washington – District 1
- Eric G. Turner – District 2
- Johnny G. Dutton – District 3
- Angie Latta – District 4
- DeVoris Ragland-Pierce – District 5

NOTICE OF CODE VIOLATION
Development Services Department

Date of Discovery: 05/31/2023	Reference Number: 23-000693
To: DARCHE DEBBIE A (Company and/or Individual Name)	7489 PARKWAY DR LEEDS, AL 35094-4815 (Address)

NOTE: This Notice of Violation is to advise you that you are in violation of the City of Leeds Code of Ordinances. Your immediate attention to this matter is required.

City Code Section Violated:	7489 PARKWAY DR LEEDS, AL 35094
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Section: Sec 32-76-b
 Description: Excessive Plant Growth
 Corrective Action: Remove Offending Material 10 Days
 Comments: PROPERTY NEEDS TO BE CAUGHT UP ON PROPERTY MAINTENANCE. CITY ORDINANCES REQUIRE GRASS TO BE MAINTAINED AND LESS THAN 12 INCHES IN TOTAL LENGTH

Violations of any of the laws identified above may result in civil and/or criminal penalties, fines, and/or imprisonment if such violations continue. Citation of a violation in this Notice does not preclude the citation or existence of other or additional violations. Notice of a violation is not a final action of the Inspections Department and is not a necessary prerequisite to a violator's liability for or obligation to abate the violation.

Order to abate or to take certain actions: (The City of Leeds is not responsible for the success, failure or consequences of any action taken or not taken): In order to avoid the penalties allowed by law you are hereby required to:

Notice: Failure to comply within 72 hours of this notice may result in a summons being issued for you to appear in municipal court or to appear before the City Council at a public hearing. * Please make contact with the Inspections Department (205-699-0951) in order to avoid further enforcement actions.

The City of Leeds pursuant to, without limitation, Sections 10,32, 38 & 20 of the City of Leeds Code of Ordinances and any other applicable state or federal law or regulation reserves the right to perform further site investigations and to require further actions in relation to the subject violations, and to seek additional penalties, reimbursement of costs associated with continued enforcement efforts

Acknowledgement of Code Violation:	
Name of Owner or Authorized Rep.(Phone)	City Inspector (Phone)
Signature (Date)	Signature (Date)
For Official Use Only:	Method of Delivery/Service:



Public Document:

Date Taken:05/31/2023

Address:7489 PARKWAY DR

Taken by:Jody Courson

Case Number:23-000693



Public Document:

Date Taken:05/31/2023

Address:7489 PARKWAY DR

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Public Document:

Date Taken:05/31/2023

Address:7489 PARKWAY DR

Taken by:Jody Courson

Case Number:23-000693

File Attachments for Item:

10. Resolution 23-000693: Consider Declaring Certain Conditions to be a Public Nuisance at 7489 Parkway Drive

CITY OF LEEDS RESOLUTION 23-000693

RESOLUTION IN DETERMINATION OF CERTIAN CONDITIONS TO BE AN ANNOYANCE AND PUBLIC NUISANCE IN VIOLATION OF CHAPTER 32 OF THE CODE OF ORDINANCES, FOR THE CITY OF LEEDS, AL.

WHEREAS, in accordance with, without limitation, Code of Ordinances for the city of Leeds, Alabama Chapter 32, §11-47-117, and 11-67-60 to 11-67-67 Code of Alabama 1975 (cumulatively referred to as the "Law"), the City Council of the City of Leeds has the authority to determined that certain conditions upon certain properties in the city of Leeds are offensive, produce an annoyance, constitute a threat to the general public health, safety and welfare of the City of Leeds, Alabama and are in fact a public nuisance; and

WHEREAS, employees or agents of the City of Leeds have identified certain conditions to be a nuisance in violation of the law as existing on certain property at 7489 PARKWAY DR LEEDS, AL 35094, Parcel ID: 2500201014003000 which is identified in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, in accordance wit the Law, the City Council of the City of Leeds, after considering the report and the associated notices as presented by staff, may find that the subject conditions identified by the supporting information and documentation related to the subject Property(ies) are a public nuisance and order the immediate abatement of such conditions; and

WHEREAS, the City Council of the City of Leeds may hold a public hearing if requested by the property owner to have the opportunity of being heard and to discusses the conditions as presented; and

WHEREAS, in accordance with the Law, the City of Leeds is to keep an account of the cost of abating or removing the nuisance on any such property when the owner fails to comply with the provided notices; and

WHEREAS, in accordance with the Law, the City Council of the City of Leed desires to make a determination as to whether or not a public nuisance actually exists at the subject Property(ies), based on the information as presented, and potentially order the abatement of any such nuisance(s).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds follows:

1. All of the Recitals above are true and correct and are hereby incorporated herein as if fully set forth
2. The conditions identified by the Notice(s) of the Public Nuisance, in relation to the Property(ies) identified on the report as Attached hereto as Exhibit A including the requisite notices and supporting information as provided to the Property owner and posted at the Property, and all hereby declared to be a public nuisance in the City of Leeds.
3. The identified public nuisance(s) is relation to the subject Property(ies) shall be abated and/or removed by the City, if necessary, with costs assessed to the subject Property.
4. City staff is to create a report of the related costs for abating or removing any remaining nuisance(s) from the Property and to provide such report back to the City Council for approval of the costs related to the same.
5. The provisions of the Resolution are severable. If any part of the Resolution is determined to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this Resolution.
6. The City Budget is amended to fund the deceleration of public Nuisance abatements.

ADOPTED and APPROVED this the 09/05/2023
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES	_____
NAYS	_____
ABSENT FROM VOTING	_____
ABSTAIN	_____

Toushi Arbitelle,
CITY CLERK

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on 09/05/2023

Toushi Arbitelle, City Clerk

File Attachments for Item:

11. Resolution 2023-09-01: Consider Taxpayer refund request for a taxpayer not in Leeds city limits

**CITY OF LEEDS
RESOLUTION NO.: 2023-09-01**

A RESOLUTION APPROVING A TAX REFUND WITH A CORPORATE TAXPAYER WITHIN THE CITY IN REGARDS TO THE OVERPAYMENT OF CERTAIN TAXES.

WHEREAS, a certain taxpayer (Avenue Insights & Analytics Account number of 704833) made timely payment to the City of Leeds of the required Sales, Use & Business License Tax pursuant to, without limitation, Chapters 12 and 44 of the City Code of Ordinances (the "Tax"); and

WHEREAS, the Taxpayer has requested that certain tax payment be refunded due to an improper payment of taxes to the City of Leeds instead of the City of Moody; and

WHEREAS, City Ordinance 2013-05-17 requires that waivers and agreements of a certain amount be submitted to the City Council for approval instead of an administrative approval; and

WHEREAS, after review of the facts and the materials so submitted by the taxpayer, it has been determined that the taxes paid were in fact mistakenly paid; and

WHEREEAS, pursuant to §11-51-72 Code of Alabama 1975, when such a determination has been made that taxes have been erroneously paid to the City and the taxpayer has in fact submitted a request for a refund, then the City Council is authorized to make such refund.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City of Leeds that, in consideration of the foregoing, as follows:

1. After due examination into the facts and evidence offered by the petitioner in support of the allegations of erroneous payment of sales taxes to the wrong jurisdiction, the petition for sales tax refund as submitted by Taxpayer with an Avenue Insights account number of 704833 is hereby determined to be proper and full proof of the same.
2. The Clerk/treasurer is hereby directed to provide the requested refund in the amount of Fifty-Six Thousand One Hundred Ninety-two Dollars & fifty-nine cents (i.e. **\$56,192.59**) to the subject taxpayer in a manner to ensure that said amount is properly credited to the appropriate entity.
3. That the Mayor, City staff and City attorneys shall have the full authority to do those things, to perform those functions, and to sign necessary documentation in order to carry out the actions so authorized herein.

Adopted and approved this the 5th day of September 2023

AYES:	_____
NAYS:	_____
ABSENT FROM VOTING:	_____
ABSTAIN:	_____

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

CITY CLERK

As the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 5th day of September 2023.

Toushi Arbitelle, City Clerk

File Attachments for Item:

12. Resolution 2023-09-02: Consider Authorizing Purchase of Bay Doors for Fire Department #1

RESOLUTION NO. 2023-09-02

APPROVING AND AUTHORIZING THE PURCHASE OF BAY DOORS FOR FIRE DEPARTMENT

WHEREAS, the staff has identified a need to replace certain Overhead Doors for the Fire Department #1 due to accidental damage; and

WHEREAS, the funding source for the subject door is the St Clair EMS funds with no City General Fund money being utilized; and

WHEREAS, the City Finance Committee has approved this request.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds that:

1. The Recitals above are true, correct, and included herein as if fully set forth.
2. The acquisition of certain overhead door and related equipment for the Fire Department from the Overhead Door Company for \$26,500.00 as indicated and explained on the attached invoice/quote.
3. The source of these approved costs will be St Clair EMS funds.
4. The Mayor and staff shall have the full authority to do those things, perform those functions, make such decisions, and to sign necessary documentation in order to carry out and fully complete the actions so authorized herein.

APPROVED AND ADOPTED on the 5th day of September 2023.

AYES:	_____
NAYS:	_____
ABSENT FROM VOTING:	_____
ABSTAIN:	_____

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

City Clerk

In my capacity as the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 5th day of September 2023.

Toushi Arbitelle, City Clerk

Overhead Door Company Of Birmingham

Overhead Door of Birmingham
 P.O. Box 100906
 Irondale, AL. 35210
 Telephone: (205) 956-3667
 Fax: (205) 956-9566

Shipping Address
 2600 Crestwood Blvd.
 Irondale, AL. 35210
 Telephone: Same
 Fax: Same

The Genuine. The Original.



Proposal #: JH-29945

Q 16361

PROPOSAL SUBMITTED TO: LEEDS FIRE & RESCUE				Date 7/10/2023		Attention ADAM COURINGTON			
STREET 1051 PARK RD				Job Name LEEDS FIRE STATION #1					
City LEEDS		State AL	ZipCode 35094		Job Location 1051 PARK RD LEEDS				
Phone Number 205-337-9223			Fax Number			Job Phone 205-337-9223			
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEAD ROOM	JAMB TYPE
1	3	432	14' 2"	14' 1"	14' 0"	14' 0"	MOTOR	120"	STL
2	1	432	14' 2"	14' 1"	14' 0"	14' 0"	MOTOR	120"	STL

FURNISH AND INSTALL:

The above sized 432 series sectional door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following:
 Nominal 24 ga. roll-formed galvanized steel sections with expanded polystyrene insulation and polybonded laminated back covers; insulation value: R=7.35. Sections are to be constructed with rabbetted meeting rails to form weather tight joints, and 16ga. center and end stiles. Section thickness is to be 2" (nominal). Hinges, track, and fixtures will be galvanized.

PROPOSAL TO INCLUDE THE FOLLOWING:

Item 1 above to feature the following:

- (1) 24 ga. galvanized roll-formed steel sections with 2" nominal thickness (STD).
- (1) Flex. PVC bottom weatherstrip held by retainer /provides addtl. reforcmt.
- (1) DSB Glazing For Sash Sections, 1/2" Insulated.
- (1) Tempered Glazing For Sash Sections, 1/2".
- (28.17) Weatherseal, Jamb Seal Black (407100.0003).
- (14.17) Weatherseal, Blade Top Seal, dual flap (408972).
- (6) Insulation, Substitute poly-backed polystyrene & 26ga back.
- (199.51) Heavy Hardware.
- (1) Lift Clearance Track 49"-60" Headroom.
- (14.17) Solid Shaft, 1" In Lieu Of Tubing.
- (14.08) Track, 3" Continuous Angle In (#6) STEEL JAMB.

Item 2 above to feature the following:

- (1) 24 ga. galvanized roll-formed steel sections with 2" nominal thickness (STD).
- (1) Flex. PVC bottom weatherstrip held by retainer /provides addtl. reforcmt.
- (4) 24" X 7" Lites Insulated DSB.
- (28.17) Weatherseal, Jamb Seal Black (407100.0003).
- (14.17) Weatherseal, Blade Top Seal, dual flap (408972).
- (1) Insulation, Substitute poly-backed polystyrene & 26ga back.
- (199.51) Heavy Hardware.
- (1) Lift Clearance Track 49"-60" Headroom.
- (14.08) Track, 3" Continuous Angle In (#6) STEEL JAMB.
- (14.17) Solid Shaft, 1" In Lieu Of Tubing.

- Existing door(s) to be taken down and removed from site by Overhead Door.

26,500.⁰⁰

Price Proposal for LEEDS FIRE & RESCUE, by Overhead Door Company Of Birmingham
Proposal Number JH - 29945
Job Name: LEEDS FIRE STATION #1

- Re-use existing operators. No warranty or liability on existing operators.
- Re-use existing backhang.
- 36" non-monitored light curtains are to be installed replacing non-monitored safety edge & take up reel.
- Work is to be completed during our normal business hours only.
- This proposal includes and is based on our standard insurance coverage.
- No sales tax included.

This proposal is valid for 15 days AND is subject to change without notice including a price change. Price will be confirmed at time of order / acceptance.

We hereby propose to complete in accordance with above specification, for the sum of:

Twenty Six Thousand Five Hundred Dollars and No Cents

26,500.00

Signature

Brian Rice Commercial Manager

Direct Dial: 205 956 3667

TERMS AND CONDITIONS:

Payment to be made as follows: NET 30 DAYS

Prices subject to change if not accepted in TBD days.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE. BY OTHERS: Jambs, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included. Purchaser agrees that doors shall remain in Seller's possession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorneys' fees. There shall be a 1 1/2% service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.) Quote is based on and includes our standard insurance coverage. PLEASE SIGN, DATE AND RETURN TO SENDER TO ACCEPT PROPOSAL, IN MOST CASES A DEPOSIT WILL BE REQUIRED TO ORDER MATERIAL.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

File Attachments for Item:

13. Resolution 2023-09-03: Authorizing the Budget Amendment and the Purchase of Safety Equipment for Police Department

RESOLUTION NO: 2023-09-03

AUTHORIZATION OF BUDGET ADJUSTMENT – FUNDING EQUIPMENT PURCHASES – POLICE DEPARTMENT

WHEREAS, it has been requested that the purchase of certain body and vehicle cameras be funded to better equip the Police Department and to better provide public safety; and

WHEREAS, the equipment being proposed is a replacement and upgrade to existing equipment and with improved technology; and

WHEREAS, the Finance Committee has provided their recommendation to approve.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Leeds, Alabama, as follows:

1. The City budget is hereby amended in a manner to accommodate the purchase of certain body and vehicle cameras as identified on Exhibit A and B as attached hereto at a cost of approximately \$415, 461.21 (i.e. \$257,121.21 & \$158,340.00).
2. The City budget is hereby amended in a manner to accommodate the purchase of certain body and vehicle cameras as identified on Exhibit A as attached hereto at a cost not to exceed \$415, 461,21.
3. The Mayor and City staff are hereby authorized to perform all actions necessary in order to accomplish the actions herein approved.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA on this 5th day of September 2023.

CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

CITY CLERK

In capacity as City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 5th day of September 2023.

Toushi Arbitelle, City Clerk



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-492520-45169.672RG

Issued: 08/31/2023

Quote Expiration: 09/08/2023

Estimated Contract Start Date: 11/01/2023

Account Number: 513532

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Delivery;Invoice;Other - 1040 PARK DR. 1040 PARK DR. Leeds, AL 35094 USA	LEEDS POLICE DEPT. - AL 1040 PARK DR. Leeds AL 35094 USA Email:	Rachel Gershenson (Leinson) Phone: Email: rleinson@axon.com Fax:	Paul Irwin Phone: (205) 699-2581 Email: pirwin@leedsalabama.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$257,121.21
ESTIMATED TOTAL W/ TAX	\$257,121.21

Discount Summary

Average Savings Per Year	\$6,087.14
TOTAL SAVINGS	\$30,435.71

Payment Summary

Date	Subtotal	Tax	Total
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Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$257,121.21	\$0.00	\$257,121.21
Total	\$257,121.21	\$0.00	\$257,121.21

Quote List Price:
Quote Subtotal:

\$287,556.92
\$257,121.21

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB4 Camera Bundle								
100466	USB-C to USB-C CABLE FOR AB4		33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK		30	\$849.00	\$815.04	\$24,451.20	\$0.00	\$24,451.20
AB4 Multi Bay Dock Bundle								
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		3	\$43.90	\$42.14	\$126.42	\$0.00	\$126.42
100206	AXON BODY 4 - 8 BAY DOCK		3	\$1,595.00	\$1,531.20	\$4,593.60	\$0.00	\$4,593.60
Basic License Bundle								
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60m	27	\$36.00	\$33.29	\$898.83	\$0.00	\$898.83
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60m	27	\$976.20	\$902.71	\$24,373.17	\$0.00	\$24,373.17
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	3	\$2,538.60	\$2,334.29	\$7,002.87	\$0.00	\$7,002.87
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60m	9	\$36.00	\$33.10	\$297.90	\$0.00	\$297.90
Body Worn Camera Multi-Bay Dock TAP Bundle								
73689	MULTI-BAY BWC DOCK 1ST REFRESH		3	\$1,724.00	\$813.71	\$2,441.13	\$0.00	\$2,441.13
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	49m	3	\$695.80	\$328.41	\$985.23	\$0.00	\$985.23
73688	MULTI-BAY BWC DOCK 2ND REFRESH		3	\$1,810.00	\$854.29	\$2,562.87	\$0.00	\$2,562.87
Body Worn Camera TAP Bundle								
80464	EXT WARRANTY, CAMERA (TAP)	49m	1	\$391.02	\$311.78	\$311.78	\$0.00	\$311.78
80464	EXT WARRANTY, CAMERA (TAP)	49m	30	\$391.02	\$311.78	\$9,353.40	\$0.00	\$9,353.40
73309	AXON CAMERA REFRESH ONE		31	\$918.00	\$731.97	\$22,691.07	\$0.00	\$22,691.07
73310	AXON CAMERA REFRESH TWO		31	\$963.00	\$767.86	\$23,803.66	\$0.00	\$23,803.66
Individual Items								
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	\$3,000.00	\$2,880.00	\$2,880.00	\$0.00	\$2,880.00
75015	SIGNAL SIDEARM KIT		27	\$249.00	\$239.04	\$6,454.08	\$0.00	\$6,454.08
85144	AXON STARTER		1	\$9,950.00	\$9,552.00	\$9,552.00	\$0.00	\$9,552.00
73682	AUTO TAGGING LICENSE	60m	30	\$585.60	\$562.18	\$16,865.40	\$0.00	\$16,865.40
73478	REDACTION ASSISTANT USER LICENSE	60m	30	\$585.60	\$562.18	\$16,865.40	\$0.00	\$16,865.40
73680	RESPOND DEVICE PLUS LICENSE	60m	30	\$1,236.60	\$1,187.14	\$35,614.20	\$0.00	\$35,614.20
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60m	30	\$1,562.40	\$1,499.90	\$44,997.00	\$0.00	\$44,997.00
Total						\$257,121.21	\$0.00	\$257,121.21

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	30	10/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	1	10/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	33	10/01/2023
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	33	10/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	10/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	10/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	10/01/2023
A la Carte	75015	SIGNAL SIDEARM KIT	27	10/01/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	04/01/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	31	04/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	10/01/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	31	10/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	27	11/01/2023	10/31/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	27	11/01/2023	10/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	9	11/01/2023	10/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	3	11/01/2023	10/31/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	30	11/01/2023	10/31/2028
A la Carte	73680	RESPOND DEVICE PLUS LICENSE	30	11/01/2023	10/31/2028
A la Carte	73682	AUTO TAGGING LICENSE	30	11/01/2023	10/31/2028
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	30	11/01/2023	10/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	10/01/2024	10/31/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	30	10/01/2024	10/31/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	10/01/2024	10/31/2028

Payment Details

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	30	\$24,451.20	\$0.00	\$24,451.20
Annual Payment 1	100206	AXON BODY 4 - 8 BAY DOCK	3	\$4,593.60	\$0.00	\$4,593.60
Annual Payment 1	100466	USB-C to USB-C CABLE FOR AB4	33	\$0.00	\$0.00	\$0.00
Annual Payment 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	\$126.42	\$0.00	\$126.42
Annual Payment 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	\$0.00	\$0.00	\$0.00
Annual Payment 1	73309	AXON CAMERA REFRESH ONE	31	\$22,691.07	\$0.00	\$22,691.07
Annual Payment 1	73310	AXON CAMERA REFRESH TWO	31	\$23,803.66	\$0.00	\$23,803.66
Annual Payment 1	73478	REDACTION ASSISTANT USER LICENSE	30	\$16,865.40	\$0.00	\$16,865.40
Annual Payment 1	73680	RESPOND DEVICE PLUS LICENSE	30	\$35,614.20	\$0.00	\$35,614.20
Annual Payment 1	73682	AUTO TAGGING LICENSE	30	\$16,865.40	\$0.00	\$16,865.40
Annual Payment 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	9	\$297.90	\$0.00	\$297.90
Annual Payment 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	27	\$898.83	\$0.00	\$898.83
Annual Payment 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	30	\$44,997.00	\$0.00	\$44,997.00
Annual Payment 1	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	\$2,562.87	\$0.00	\$2,562.87
Annual Payment 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	\$2,441.13	\$0.00	\$2,441.13
Annual Payment 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	3	\$7,002.87	\$0.00	\$7,002.87
Annual Payment 1	73840	EVIDENCE.COM BASIC ACCESS LICENSE	27	\$24,373.17	\$0.00	\$24,373.17
Annual Payment 1	74028	WING CLIP MOUNT, AXON RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Annual Payment 1	75015	SIGNAL SIDEARM KIT	27	\$6,454.08	\$0.00	\$6,454.08
Annual Payment 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$2,880.00	\$0.00	\$2,880.00
Annual Payment 1	80464	EXT WARRANTY, CAMERA (TAP)	1	\$311.78	\$0.00	\$311.78
Annual Payment 1	80464	EXT WARRANTY, CAMERA (TAP)	30	\$9,353.40	\$0.00	\$9,353.40
Annual Payment 1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	\$985.23	\$0.00	\$985.23
Annual Payment 1	85144	AXON STARTER	1	\$9,552.00	\$0.00	\$9,552.00
Total				\$257,121.21	\$0.00	\$257,121.21

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/31/2023





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-490856-45169.684RG

Issued: 08/31/2023

→ Quote Expiration: 09/08/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 513532

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice;Other - 1040 PARK DR. 1040 PARK DR. Leeds, AL 35094 USA	LEEDS POLICE DEPT. - AL 1040 PARK DR. Leeds AL 35094 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson (Leinson) Phone: Email: rleinson@axon.com Fax:	Paul Irwin Phone: (205) 699-2581 Email: pirwin@leedsalabama.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$158,340.00
ESTIMATED TOTAL W/ TAX	\$158,340.00

Discount Summary

Average Savings Per Year	\$2,817.60
TOTAL SAVINGS	\$14,088.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$158,340.00	\$0.00	\$158,340.00
Total	\$158,340.00	\$0.00	\$158,340.00

Quote Unbundled Price: \$172,428.00
Quote List Price: \$193,692.00
Quote Subtotal: \$158,340.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	20	60	\$143.69	\$161.41	\$131.95	\$158,340.00	\$0.00	\$158,340.00
Total							\$158,340.00	\$0.00	\$158,340.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	70112	AXON SIGNAL UNIT	20	02/01/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	20	02/01/2024
Fleet 3 Basic	72048	FLEET SIM INSERTION, ATT	20	02/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	20	02/01/2024	01/31/2029
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	40	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	20

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	20	02/01/2025	01/31/2029
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	20	02/01/2025	01/31/2029

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	Fleet3B	Fleet 3 Basic	20	\$158,340.00	\$0.00	\$158,340.00
Total				\$158,340.00	\$0.00	\$158,340.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/31/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and LEEDS POLICE DEPT. - AL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

File Attachments for Item:

14. Resolution 2023-09-04: Authorize an Athletic Capital Improvement Appropriation to the City Board of Education

RESOLUTION 2022-09-04**CITY OF LEEDS****RESOLUTION PROVIDING APPROVAL OF APPROPRIATION OF FUNDS TO LEEDS HIGH SCHOOL TO ASSIST IN THE FUNDING OF ATHLETIC CAPITAL IMPROVEMENTS.**

WHEREAS, the City of Leeds is authorized by the State Code to lend or donate money to, or perform services for the benefit of the City Board of Education from time to time for various educational related activities, facilities and programs; and

WHEREAS, the City of Leeds Board of Education has requested the City's participation in the Board's efforts to improve and to add various components of the Boards athletic structures and programs; and

WHEREAS, although the Board of Education has requested that the City's participation be funded with refinancing of certain City Bond debt benefiting public education, the City generally does not support the refinancing, adding to, or otherwise the restructuring of such City debt; and

WHEREAS, the City Finance Committee has identified a recommended an alternative method to fund the request without incurring or restructuring City Council debt.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LEEDS, as follows:

1. The Recitals set forth above are hereby found and declared to be true and correct.
2. It is hereby found and declared that an appropriation to the Leeds Board of Education for the general benefit and improvement of its high school athletic facilities, will serve a valid and sufficient benefit to the City and to the educational system of the City of Leeds.
3. In lieu of incurring or restructuring City debt, an appropriation in the amount of Two Million Dollars (\$2,00,000.00) is hereby approved and authorized to the Leeds Board of Education for the general benefit of and improvement of its high school athletic facilities and related capital improvements, with said funds being pulled from the City's available reserve account.
4. The Mayor and staff are hereby authorized and empowered to take any and all such further actions necessary, required, or convenient to effectuate the intent of this Resolution.

ADOPTED and APPROVED this the 5th day of September 2023.

CITY OF LEEDS, ALABAMA:

DAVID MILLER, MAYOR

DATE

ATTEST:

CITY CLERK

AYES: _____
NAYS: _____
ABSENT FROM VOTING: _____
ABSTAIN: _____

In my capacity as City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 5th day of September 2023.

Toushi Arbitelle, City Clerk