

CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA - REVISED

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

August 15, 2022 @ 6:00 PM

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 sign-up on the provided computer.

PUBLIC HEARING

- 1. Consider Determination of Certain Conditions to be an Unsafe Building at 7612 Cedar Avenue
- 2. Consider Determination of Certain Conditions to be an Unsafe Building at 1704 Jones Street
- 3. Consider Determination of Certain Conditions to be an Unsafe Building at 1140 Maplewood Drive
- 4. Consider Determination of Certain Conditions to be a Public Nuisance at 1140 Maplewood Drive

APPROVE COUNCIL MINUTES

5. Minutes from August 01, 2022

REPORTS OF OFFICERS:

- 6. Mayor's Report: Mayor David Miller
- 7. Police Department: Chief Irwin
- Fire Department: Chief Parsons

July 2022 Report

- 9. Municipal Court: Magistrate Roberts
- 10. Development Services Department: City Administrator Watson

Over-time Report

Five-year Adjustment to Business License Issuance Fee

- 11. Public Works Department: Public Works Director Warren
- 12. Social Services Department: Director Bryan

OLD BUSINESS:

NEW BUSINESS:

13. Resolution 22-000952: Consider Declaring Certain Conditions to be an Unsafe Building at 7612 Cedar Avenue

- 14. Resolution 22-001112: Consider Declaring Certain Conditions to be an Unsafe Building at 1704 Jones Street
- 15. Resolution 21-002669: Consider Declaring Certain Conditions to be an Unsafe Building at 1140 Maplewood Drive
- 16. Resolution 21-002669: Consider Declaring Certain Conditions to be a Public Nuisance at 1140 Maplewood Drive
- 17. Resolution 2022-08-05: Consider an Agreement with Regional Planning Commission to develop a Comprehensive Plan Update
- 18. Resolution 2022-08-06: Consider Awarding City Parks Maintenance Bid
- Resolution 2022-08-07: Consider Authorizing the Payoff of City Fire Truck
- 20. Resolution 2022-08-08 Library Board Appointment

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.cognitoforms.com/CityOfLeeds1/PublicParticipationSpeakersSignUpSheet QR code to sign up



File Attachments for Item:

1. Consider Determination of Certain Conditions to be an Unsafe Building at 7612 Cedar Avenue

UNSAFE

BUILDING

7612 CEDAR AVENUE

2500281006006000



Date Taken:08/11/2022 Address:7612 Cedar AVE **Taken by:**Ray Filmore **Case Number:**22-000952



Date Taken:08/11/2022 Address:7612 Cedar AVE Taken by:Ray Filmore Case Number:22-000952



Document:

Date Taken:08/11/2022 Address:7612 Cedar AVE **Taken by:**Ray Filmore **Case Number:**22-000952

File Attachments for Item:

2. Consider Determination of Certain Conditions to be an Unsafe Building at 1704 Jones Street

UNSAFE

BUILDING

1704 JONES STREET

2605161001040001

To: DOMINGUEZ ISMAEL 1704 JONES ST LEEDS, AL 35094

Date of Notice: 06/22/2022

RE: 1704 JONES ST LEEDS, AL 35094

Legal Description: COM @ SE COR NE/4 N 15' SW 107' NW 167' TO POB TH NW 62' NE130' SE ALG R/W 62.62' SW 121.14' TO POB 16-17-1

THIS BUILDING IS UNSAFE, AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED AND IS ORDER TO BE DEMOLISHED BY THE BUILDING INSPECTOR OF THE CITY OF LEEDS

The above described building or structure, or parts of buildings and structures, party walls and foundations has been declared unsafe by the Building Inspector of the City of Leeds to the extent of being a public nuisance, which render this building or structure unsafe pursuant to the terms of the Unsafe Building Ordinance of the City of Leeds.

This is being served upon you to give you notice to:

- 1. Repair and/or rehabilitate the unsafe building, OR
- 2. Demolish the same within a reasonable time not less than 45 days from the date of this notice, OR
- 3. Suffer the building or structure to be demolished by the municipality and the cost thereof assessed against the Property.

Because of the unsafe nature of this building or structure, the problem must either be remedied/repaired or the will take those actions necessary to protect the public. The premises must be vacated immediately from the date this notice was served upon you. All required permits for repair must be secured and demolition must be completed within _45_ days from the date this notice was served upon you. If the actions required by this notice are not commenced within or completed by the time specified, the city may affect repairs to the building. The Cost of the repair shall be performed by the City and the cost thereof assessed against the property. The Building Inspector may cause the work to be done and all costs incurred will be charged against the property or the owner of record.

11

RIGHT TO HEARING:

You have the right to request a hearing by filing a written request before the City Council of the City of Leeds, together with any objection to the findings by the City Officials that such building is unsafe. This filing shall hold in abeyance any action by the City until a final determination is made. This hearing shall be held on 08/15/2022 at 6:00 PM in the Civic Center Meeting Room – Leed City Hall Annex - 1412 9th St, Leeds AL 35094.

NO HEARING REQUESTED:

If no request for hearing is made after thirty (30) days from this notice, then the decision of the City Council of the City of Leeds shall be final.

APPEAL FROM DECISION:

Any person aggrieved by the decision of the city council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Jefferson County, AL, Birmingham Division. You must file with the Clerk of Court notice of the appeal and bond for security of costs in the form and in the amount approved by the Circuit Clerk. The Clerk will serve a copy of the notice of appeal on the clerk of the municipality and the appeal will be docketed in the court and will be a preferred case therein. Take Note that any trials WILL BE HELD WITHOUT JURY with respect to the determination of the City Council that the building or structure is unsafe to the extent that it is a public nuisance

Brad Watson Zoning Administrator City of Leeds 1404 9th St Leeds, AL 35094

UNSAFE BUILDING

THE USE OR OCCUPATION OF THIS BUILDING FOR ANY PURPOSE IS PROHIBITED AND UNLAWFUL

PURSUANT TO CITY OF LEEDS ORD 2010-10-04

Date: May 23, 2022

Address: 1704 JONES ST

BUILDING INSPECTIONS OFFICER 1404 9TH ST LEEDS, AL 35094

THIS BUILDING IS DEEMED UNSAFE

THE OCCUPATION OF THIS BUILDING OR REMOVAL OF THIS NOTICE SHALL CONSTITUTE A MISDEMEANOR PURSUANT TO CITY OF LEEDS ORDINANCE 2010-10-04

(205)-699-2585



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

To: DOMINGUEZ ISMAEL 1512 VALLEY VIEW DR Birmingham, AL 35203	
(Company and/or Individual Name) (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	1704 JONES ST
Section Violated:	LEEDS, AL 35094

Section: Sec 10-3(a) (4)
Description: International Residential Code
Corrective Action: Obtain necessary permits for work performed on the property.
Comments: Work completed without permit.

Section: Sec 20-52 Description: Flood Hazard Reduction - No Permit

Corrective Action: Bring building into compliance.
Comments: No permits for work completed on the property.

Section: Sec 12-26
Description: Business License - No License
Corrective Action: Cease and Desist
Comments: No license for rental property.

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 an further actions in relation to the subject violations, and to seek additional penalties, reimbursement of costs associated will	
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:

File Attachments for Item:

3. Consider Determination of Certain Conditions to be an Unsafe Building at 1140 Maplewood Drive

UNSAFE

BUILDING

1140 MAPLEWOOD DRIVE

2500204002069000



Date Taken:06/14/2022
Address:1140 MAPLEWOOD DR
Violation Code:
Short Description:
Full Description:
Corrective Action:



Date Taken:06/14/2022 Date Taken:06/14/2022
Address:1140 MAPLEWOOD DR
Violation Code:
Short Description:
Full Description:
Corrective Action:



Corrective Action:

Date Taken:06/14/2022 Address:1140 MAPLEWOOD DR Violation Code: Short Description: Full Description:



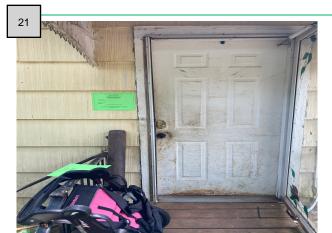
Date Taken:06/14/2022 Address:1140 MAPLEWOOD DR Violation Code: Short Description: Full Description: Corrective Action:





Date Taken:06/14/2022 Address: 1140 MAPLEWOOD DR Violation Code:

Short Description: Full Description: Corrective Action:



Date Taken:06/14/2022 Address:1140 MAPLEWOOD DR Violation Code: Short Description: Full Description: Corrective Action:



Date Taken:02/23/2022 Address:1140 MAPLEWOOD DR Violation Code: Short Description: Full Description: Corrective Action:





Date Taken:02/23/2022 Address:1140 MAPLEWOOD DR Violation Code: Short Description: Full Description: Corrective Action:





Date Taken:02/23/2022 Address:1140 MAPLEWOOD DR Violation Code: Short Description:

Full Description:

Corrective Action:

Taken by:Ray Filmore Case Number:21-002669

Sec 32-3

Inoperable/Unlicensed Vehicle

In shall be unlawful for any person to park, leave or store upon any lot, place, property, or premises situated within the city an inoperable or unlicensed motor vehicles, recreational vehicles or boats for more than 30 days. Provided that this subsection shall not apply to a properly zoned and licensed business if such parking, leaving or storing of such motor vehicles is a reasonably necessary incident in the operation of said business Inoperable motor vehicle means any motor vehicle which is in such a state of disrepair that it is not capable of being moved safely from one location to another under its own power or which does not meet the requirements for operation upon a public street.

unlicensed/inoperable vehicles.



Date Taken:02/23/2022 Address:1140 MAPLEWOOD DR Violation Code: Short Description: Full Description: Corrective Action:



Date Taken:02/23/2022
Address:1140 MAPLEWOOD DR
Violation Code:
Short Description:
Full Description:
Corrective Action:



Date Taken:02/23/2022 Address:1140 MAPLEWOOD DR Violation Code: Short Description: Full Description: Corrective Action:



Date Taken:02/23/2022 Address:1140 MAPLEWOOD DR Violation Code: Short Description:

Full Description:

Corrective Action:

Taken by:Ray Filmore Case Number:21-002669

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unlicensed/inoperable vehicles.



Document: INITIAL INSPECTION



Document: INITIAL INSPECTION



Document: INTIAL INSPECTION





Document: INITIAL INSPECTION



Document: INITIAL INSPECTION

File Attachments for Item:

4. Consider Determination of Certain Conditions to be a Public Nuisance at 1140 Maplewood Drive

PUBLIC

NUSIANCE

1140 MAPLEWOOD DR

2500204002069000



Date Taken:06/14/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Document:

Date Taken:06/14/2022 **Address:**1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Date Taken:06/14/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Date Taken: 06/14/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Date Taken: 06/14/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Date Taken: 06/14/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Date Taken: 02/23/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Date Taken: 02/23/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Date Taken:02/23/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description:

Full Description:

Corrective Action:

Taken by:Ray Filmore **Case Number:**21-002669

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unlicensed/inoperable vehicles.



Date Taken: 02/23/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Date Taken: 02/23/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Date Taken: 02/23/2022

Address:1140 MAPLEWOOD DR

Violation Code: Short Description: Full Description: Corrective Action:



Date Taken:02/23/2022 Address:1140 MAPLEWOOD DR

Violation Code: Short Description:

Full Description:

Corrective Action:

Taken by:Ray Filmore **Case Number:**21-002669

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unlicensed/inoperable vehicles.



Document: INITIAL INSPECTION

Date Taken:11/22/2021 **Address:**1140 MAPLEWOOD DR



Document: INITIAL INSPECTION

Date Taken:11/22/2021 **Address:**1140 MAPLEWOOD DR



Document: INTIAL INSPECTION

Date Taken:11/22/2021 **Address:**1140 MAPLEWOOD DR



Document: INITIAL INSPECTION

Date Taken:11/22/2021 **Address:**1140 MAPLEWOOD DR



Document: INITIAL INSPECTION

Date Taken:11/22/2021 **Address:**1140 MAPLEWOOD DR

5. Minutes from August 01, 2022



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

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

August 01, 2022 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 6:01 pm.

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

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

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor David Miller

CUTOFF FOR PUBLIC COMMENT SIGN-UP

APPROVE COUNCIL MINUTES

1. Minutes for July 18, 2022

Motion to approve minutes from July 18, 2022 made by Council member Turner, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Washington, 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 informed the audience of the rate increase from EcoSouth and that Avenu Insights & Analytics is now handling the City's tax and business license collections.

Police Department: Lieutenant Scott

Lieutenant Scott reported that all officers have trained in an active shooter situation.

4. Fire Department: Chief Parsons

No Report

5. Municipal Court: Magistrate Roberts

Page 1 of 3

Minutes of Regular Council Meeting

July 18, 2022

Absent

6. Development Services Department: City Administrator Watson

Report is included in the Council packet.

7. Public Works Department: Public Works Director Warren

No Report

8. Social Services Department: Director Bryan

No Report

OLD BUSINESS:

There was none.

NEW BUSINESS:

9. Resolution 2022-08-01: Consider Declaring and Deeming Certain Municipal Property Surplus and No Longer Needed for Public Purposes & Authorizing and Approving Sale

Motion to approve Resolution 2022-08-01 made by Council member Dutton, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

 Resolution 2022-08-02: Consider Authorizing a Declaration of Emergency to Repair Fire Station Number Two

Motion to approve Resolution 2022-08-02 made by Council member Dutton, Seconded by Council member Washington. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

11. Resolution 2022-08-03: Consider Awarding City Hall Annex Roofing Repair Contract Bid

Motion to approve Resolution 2022-08-03 made by Council member Dutton, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

12. Resolution 2022-08-04: Consider Acceptance of Certain Public Roadways for City Maintenance Responsibility

Motion to table Resolution 2022-08-04 for a complete Engineer's report made by Council member Turner, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

13. Executive Session

An Executive Session for the Council under Sections 36-25A-7 (a)(1) and 36-25A-7 (a)(3) was recommended by City Attorney Scott Barnett.

PUBLIC COMMENTS

Ms. Amber Vines, 1706 Self Street, Main Street Leeds - Executive Director

Mr. John Biddle, 636 Southern Trace Parkway, inquired about the Executive Session

Mr. Alex Warner, 1033 Crest Road, new resident to Leeds

Council member Ragland-Pierce, wants the City to re-brand its website and update it

ADJOURNMENT

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

David Miller, Mayor	
Attest:	
Toushi Artbitelle, City Clerk	

The meeting adjourned at 6:30 pm.

8. Fire Department: Chief Parsons

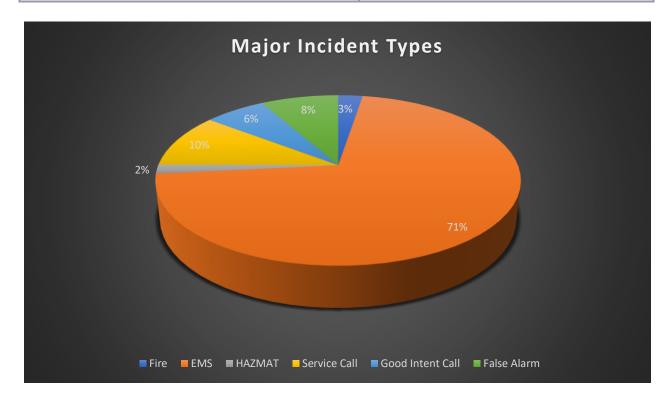
July 2022 Report



July 2022

Incident Type Breakdown

Incident Type Group	
Fire	6
EMS	165
HAZMAT	4
Service Call	24
Good Intent Call	15
False Alarm	19
Natural Disaster	1
Total Calls	234



# OVERLAPPING	% OVERLAPPING
68	29.05

10. Development Services Department: City Administrator Watson

Over-time Report

Five-year Adjustment to Business License Issuance Fee

partment Hours- OT

From 07/26/22 to 08/08/22

Department	OT 84:29	FDC 13:00	Tota l s 97:29
ADM-1	17:42		17:42
DEV-50	2:21		2:21
FIRE1-26	16:00	13:00	29:00
POL-22	18:51		18:51
STR-80	29:35		29:35

50 North Ripley Street Montgomery, AL 36130

revenue.alabama.gov



NOTICE Monday, August 1, 2022

Five-Year Adjustment to Municipal Business License Issuance Fees

Every five years, the Alabama Department of Revenue (ALDOR) is responsible for establishing and publishing adjustments to municipal business license issuance fees. Based on the U.S. Department of Labor's Producer Price Index, municipal business license issuance fees remain or may be adjusted to a maximum amount of \$14, at the discretion of each municipality, for the license year beginning January 1, 2023.

ALDOR is required by law to analyze the U.S. Department of Labor's Producer Price Index and determine how much municipal business license issuance fees should increase every five license years. ALDOR must then notify all municipalities and the Alabama League of Municipalities of any such fee increase no later than November 30 preceding the affected license year. (Section 11-51-90, <u>Code of Alabama 1975</u>, and Departmental Rule 810-8-5-.15).

Contact

Business and License Tax Division Severance and License Section P. O. Box 327550 Montgomery, AL 36132-7550 334-353-7827, Option 5 license.account@revenue.alabama.gov

13. Resolution 22-000952: Consider Declaring Certain Conditions to be an Unsafe Building at 7612 Cedar Avenue

RESOLUTION~#22-000952 RESOLUTION DETERMINING STRUCTURE TO BE UNSAFE AND AUTHORIZING AND DIRECTING ITS DEMOLITION

Record Owner: Neal Gain Property: 7612 Cedar AVE Tax ID:

CITY OF LEEDS, ALABAMA

WHEREAS, Brad Watson Building Inspector of City of Leeds, is and has been designated by the Mayor of the City of Leeds as the "appropriate city official" (the "Official"), under Alabama Code §§ 11-53B-1 to 11-53B-16 (the "Act".

WHEREAS, pursuant to the Act, the Official determined the structure (the "Structure"), which was located at the address listed above in the City of Leeds (the "Property"), to be unsafe to the extent that is constituted a public nuisance;

WHEREAS, the Official gave the person(s), who is the record owner(s) of the Property, and any applicable mortgagees of record, proper notice to remedy the unsafe condition of the Structure within 45 days, and a copy of such notice was properly posted at the Structure;

WHERAS, after a public hearing held on August 15, 2022, the matter came before the Council for a determination of whether the Structure was unsafe to the extent that it constitutes a public nuisance and whether to order its demolition:

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

 All of the Whereas Clauses set forth above are incorporated herein be reference. The Structure is declared unsafe to the extent that it constitutes a public nuisance. The demolition of the Structure is ordered after the time for appeal to the circuit court has expired. The Official is hereby authorized to have the structure demolished in compliance with sta otherwise dispose of all salvaged material from the Structure. 	te law at such time and to sell or
ADOPTED and APPROVED this 08/15/2022.	
CITY OF LEEDS, ALABAMA:	
DAVID MILLER, MAYOR DATE	
ATTEST:	
CITY CLERK 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 08/15/2022.	
	Toushi Arbitelle, City Clerk

14. Resolution 22-001112: Consider Declaring Certain Conditions to be an Unsafe Building at 1704 Jones Street

RESOLUTION #22-001112 RESOLUTION DETERMINING STRUCTURE TO BE UNSAFE AND AUTHORIZING AND DIRECTING ITS DEMOLITION

Record Owner: DOMINGUEZ ISMAEL Property: 1704 JONES ST Tax ID: 2605161001040001

CITY OF LEEDS, ALABAMA

WHEREAS, Brad Watson Building Inspector of City of Leeds, is and has been designated by the Mayor of the City of Leeds as the "appropriate city official" (the "Official"), under Alabama Code §§ 11-53B-1 to 11-53B-16 (the "Act".

WHEREAS, pursuant to the Act, the Official determined the structure (the "Structure"), which was located at the address listed above in the City of Leeds (the "Property"), to be unsafe to the extent that is constituted a public nuisance;

WHEREAS, the Official gave the person(s), who is the record owner(s) of the Property, and any applicable mortgagees of record, proper notice to remedy the unsafe condition of the Structure within 45 days, and a copy of such notice was properly posted at the Structure;

WHEREAS, after a public hearing held on , the matter came before the Council for a determination of whether the Structure was unsafe to the extent that it constitutes a public nuisance and whether to order its demolition;

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

- 1. All of the Whereas Clauses set forth above are incorporated herein be reference.
- 2. The Structure is declared unsafe to the extent that it constitutes a public nuisance.

 3. The demolition of the Structure is ordered after the time for appeal to the circuit court has expired. The Official is hereby authorized to have the structure demolished in compliance with state law at such time and to sell or otherwise dispose of all salvaged material from the Structure.

ADOPTED and APPROVED this.	
CITY OF LEEDS, ALABAMA:	
DAVID MILLER, MAYOR DATE	
ATTEST:	
CITY CLERK	
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 .
	Toushi Arbitelle, City Clerk

17. Resolution 2022-08-05: Consider an Agreement with Regional Planning Commission to develop a Comprehensive Plan Update

RESOLUTION NO. 2022-08-05

A RESOLUTION AUTHORIZING THE ENTRANCE INTO AN AGREEMENT WITH THE REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM TO DEVELOP A NEW COMPREHENSIVE PLAN

WHEREAS, the City desires to plan the for future uses, development, growth, public allocation of resources, zoning of property, etc. of the City, its citizens, businesses, and the like in a comprehensive fashion; and

WHEREAS, the City recognizes the value of professional guidance and services in formulating a comprehensive plan (the "Comprehensive Plan") to address, without limitation, the various desires of the City set forth above; and

WHEREAS, subject to the terms set forth herein and in a contract for professional services (the "Agreement"), the City desires to engage the Regional Planning Commission of Greater Birmingham (the "RPCGB") to provide the professional services necessary to create the City's Comprehensive Plan; and

WHEREAS, the City desires to participate in the RPCGB's Building Communities Grant Program funding wherein the City will provide twenty percent (20%) of the funds necessary for the creation of the Comprehensive Plan with the remaining eighty percent (80%) of the project cost being paid out of the grant proceeds.

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

- 1. That the City shall enter into, and the Mayor is authorized to execute, an Agreement with RPCGB for the creation of a Comprehensive Plan as described herein and, in the Agreement, consistent with the terms set forth herein and for the purposes described herein.
- 2. That the City does hereby allocate *up to* Forty Thousand and No/100 Dollars (\$40,000.00) towards its twenty percent (20%) grant match for the RPCGB's Building Communities Grant Program to be funded from the existing budget line-item GL# 50-4412.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Leeds, Alabama on this the 15th day of August 2022.

on this the 15 day of August 2022.	ATTEC	
	AYES:	
	NAYS:	
	ABSENT FROM VOTING:	
	ABSTAIN:	
CITY OF LEEDS, ALABAMA		
David Miller, MAYOR	DATE	_

ATTEST:	
City Clerk	<u> </u>
	eds, hereby certify that the above Resolution was duly a regular meeting held on the 15 th day of August, 2022.
	Toushi Arbitelle

18. Resolution 2022-08-06: Consider Awarding City Parks Maintenance Bid

RESOLUTION NO. 2022-08-06

RESOLUTION ACCEPTING THE BID FOR CITY PARKS MAINTENANCE CONTRACT

WHEREAS, the City advertised requesting bids to provide for city parks lawn care and maintenance services; and

WHEREAS, JG Southern LLC was the only responding bidder to provide the subject services and is due to considered for approval to provide said lawn care services for the various city parks as identified in the attached bid package.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA, AS FOLLOWS:

- 1. The above Recitals are true and correct and included herein as if fully set forth.
- The City Council hereby accepts the attach bid proposal from JG Southern LLC to provide lawn care and related maintenance services for the various City parks subject to the attached bid conditions and specifications.
- 3. The Mayor, City staff, and City Attorneys shall have the full authority to do those things, perform those functions, and to sign necessary documentation in order to carry out the actions so authorized herein.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Leeds, Alabama on this the 15th day of August, 2022.

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 15th day of August, 2022.

Toushi Arbitelle, City Clerk

directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or Federal government.

20. Schedule: The following is the current schedule as defined by the City of Leeds:

Please provide one (1) original and four (4) copies of the Response/proposal.

Selection Process, Step Date(s):

Invitations to Bid Posted/Advertised:

· Non-Mandatory Pre-Bid meeting:

· Proposals Due:

· Bids opened:

· City of Leeds Award Bid:

• Implémentation/Mobilisation:

July 19, 2022

July 26, 2022

August 4, 2022 @ 9:59 AM

August 4, 2022 @ 10:00 AM

On or after August

15,2022

On or after August

15, 2022

SECTION IV RESPONSE FORM

Date: 8 13 122

Bid Number: 2022-

01(a)

Bid Name: ITB FOR LANDSCAPING SERVICES FOR THE CITY OF LEEDS,

ALABAMA

Award Duration: ONE (1) year from signing date of contract, with the option of the Parties to renew bid or contract for TWO (2) additional ONE (I) year periods, if terms and conditions, including pricing remain the same, and both parties agree to renewing the contract.

The Contractor agrees to complete all the work within timeframes specified.

The owner agrees to provide the following materials: NONE

Maintenance Location:	Bid Amount for Contract Period:	Mark "X" if NO BID on any Site
Primary Maintenance Sites:		
a) Memorial Park/Historical Park	\$111,350.00	
b) City Park - Lane ,Moton Park & O.C.	\$106,30000	
Total Annual Bid	\$211,650.00	
Hourly Rates for additional services requested	\$45 .00 per person	

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):		Mark "X" to acknowledge Receipt
ADDENDUM NO. (if any)	DATE ISSUED	
l		
2.		

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Leeds, Jefferson County, Alabama, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Leeds, Jefferson County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. The undersigned also affirms he /she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands and seals this	day of March 2022.
If Individual: Name of Individual or P	artnership:
Authorized Representative to sign:	
(Print Name)	
Address:	
	Fax Number: ()
Primary e-mail address:	
Alabama Contractor's License No: _	
If Corporation or LLC:	
Company Name:	Southern, LLC
State of Incorporation: Alc	kama

Company Representative: Jonathan Gagnon
Authorized Representative:
Address: 5312 Meadow brook Road Birmingham, Al 38242
Phone Number (205) 447 Fax Number ()
Primary e-mail address Joseph Jg Southern Cogmon STATE OF Alabane COUNTY OF Shelly
I, the undersigned authority in and for said State and County, hereby certify that
As respectively, of JG Southern
whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily
on the day the same bear's date. Given under my hand and Notary Seal on this 3 day of August . 2022
NOTARY PUBLIC MY COMMISSION EXPIRES: April 16, 20%



Scott Pylant Notary Public My Commission Expires April 16, 2025

SECTION V

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESEN	ITS, that weas
Principal, and	as Surety, are
•	hereinafter called the Obligee in the penal sum of lawful money of the United States, for
the payment of which sum and truly to be made, v successors, and assigns, jointly and severally, fir	we bind ourselves, our heirs, personal representatives, mly by these presents.
WHEREAS, said principal has entered a certain 2022	in Contract with said Obligee, dated
(Hereinafter called the Contract) for Bid I Maintenance Landscaping Services for the	Number 2022-02 ITB For Cemetery City of Leeds, Alabama which Contract and
the Specifications for said work shall be deeme	ed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF TIDS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys ' fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, **HOWEVER**, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted, and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the City of Leeds or their successors or representatives as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

any suit, action or preceding thereon that	t is instituted later than one year after the final settlement
approved February 8, 1935, entitled: "A State and other public works and suits the	
Signed thisday of,	, 2022
(Individual principals sign here)	
(Individual principal's signature)	Mercinamer called the Control of the Number 2
	CONTRACTOR OF THE CONTRACT WAY
(individual principal's signature)	r et es s'imperior anno 1900 en 1900 e Constituent des la francia de la companya de la companya en 1900 en 1900 en 1900 en 1900 en 1900 en 1900 en 1
In the presence of: (Witness)	ere e signigue tim or dien velth fabor, ingenius or
(Corporate principal signs here)	
	in the same state is an analysis and heat age at the same as a second
(Corporate principal's signature)	reconsideral break sometry, S.F. Zavy (vil. G.F.G.F.F.Cost)
(Corporate Principal's printed name)	Soft will be as become any or at all through which has been been all the soft makes and the soft makes and the soft makes and the soft makes are the soft makes and the soft makes are the soft makes and the soft makes are t
	- constitutor dalle bare commo greek one equalità
(Surety signs here)	en di la basivolo bevolar estrali periode de al <u>Lesais de la beven 2 de la periode de al</u> verde de la com
(Identify Officer Position/Authority)	, proceeding mattures in it makes of the shifteant of a pepalogical by Transgraph and surely nor about the make too
(Witness to Surety)	and the state of t

SECTION VI

INSURANCE REQUIREMENTS

- Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to
 protect the Contractor and the City of Leeds at limits and coverages specified herein. The City
 of Leeds will be listed as "additionally insured" on all applicable policies and certificates of
 insurance. These limits and coverages specified are the minimum to be maintained and are not
 intended to represent the correct insurance needed to protect the Contractor fully and
 adequately.
- 2. All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City of Leeds for prior approval.
- 3. NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE CITY.
- 4. Worker's Compensation and Employers Liability Part One: Statutory Benefits as required by the State of Alabama.
- 5. Employers Liability \$100,000 Each Accident \$100,000 Each Employee \$500,000 Policy Limit.
- 6. Bodily injury by accident \$1,000,000 Each Accident
- 7. Commercial General Liability: Coverage on an Occurrence form with a combined single limit of
 - a. Bodily Injury and Property Damage combined as follows:

Each Occurrence \$1,000,000

Personal and Advertising Injury \$1,000,000

Products/Completed Operation Aggregate \$2,000,000

General Aggregate \$2,000,000

b. Coverage to include

Premises and operations

Personal Injury and Advertising Injury

Products/Completed Operations

Independent Contractors

Blanket Contractual Liability

Explosion, Collapse and Underground hazards

Broad Form Property Damage

- **8.** Automobile Liability: Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.
- 9. Certificate of Insurance: A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City of Leeds PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

SECTION VII

	CONTRACT
THIS CO	NTRACT, entered into this, 2022 by the
	of Leeds, Jefferson County, Alabama, hereinafter called the "Owner", and a corporation organized and existing under the laws of the State of einafter called the "Contractor" or "Bidder", on the Bid Number 2022-02, ITB FOR INTENANCE AND LANDSCAPING SERVICES FOR THE CITY OF
EEDS as in	cluded herein as if fully set forth.
	WITNESSETH:
The OWN	NER and the CONTRACTOR agree as set forth below:
	The contract consists of all of the items contained within this contract, the associated bid package, addenda, amendments drawings, charts and appendices, if any. The CONTRACTOR shall perform all the WORK described herein. DURATION: The term of the Agreement shall be for a period of ONE (1) year from the signing date of (1) year increments if terms and conditions, including pricing remain the same, and both parties agree to renewing the bid or contract. Therefore, the Contract will begin in
	2022. ORDERING:
	 a. City of Leeds will order the initiation of WORK by issuing a Notice to Proceed to the awarded bidder. b. The mobilization period will be from date of contract execution. c. Contractor will begin physical services// d. Other work outside the scope and specifications will be ordered by Purchase Orders specific to the events.
•	PAYMENT:a. Compensation: Payment shall be based upon the rates set forth in the awarded bidder's "bid response" form.
	b. Invoices:
	 Invoices for Non-Routine work: For other work outside the scope of routine, Contractor is to invoice Owner upon completion of work specified. Submittal will include signed delivery / service tickets and invoices. Send Invoices to:
	City of Leeds 1400 9th St

Leeds, Al 35094

- c. Payment of Invoice: All invoices received by the Owner are payable within thirty (30) days from the date of receipt by the Owner r, provided they are approved by the Owner.
- **PAYMENT WITHHIELD:** The Owner may withhold approval for payment on any request, and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of:
 - a. Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of this Agreement.
 - b. The Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Agreement sum.
 - c. Claims filed or reasonable evidence indicating probable filling of claims.
 - Failure of the Contractor to make payments properly to Subcontractors for material or labor.
 - e. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
 - f. Damage to City of Leeds facilities, or another contractor or another contractor's work.

When the above grounds are removed, payment shall be made for the amount withheld because of them. The Contractor waives all cancellation rights under the agreement if payment is withheld for one or more of the above reasons.

GENERAL CONDITIONS:

- a. Indemnity: The Contractor hereby agrees to indemnify and save harmless the Owner, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action s, including reasonable attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Agreement, to the extent caused by a negligent act or omission of the Contractor, their agents, servants, employees, Subcontractors, or others associated with the Contractor. The Contractor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement to the extent that the damage or injury is caused by a negligent act or omission of the Contractor.
- b. Notification and Accident Reports: In the event of accidents of any kind, the Contractor shall notify the Owner in writing immediately and furnish, without delay copies of all such accident reports to the Owner. If the performance of their Work, the Contractor fails to immediately report an accident to the Owner, of which the Contractor has knowledge of, and which results in a fine levied against the Owner then the Contractor shall be responsible for all fines levied against the Owner.

c. TERMINATION OF AGREEMENT:

Termination for Default: Performance of Work under this Agreement may be
terminated by the Owner, in whole or in part, in writing, whenever the Owner
determines that the Contractor has failed to meet the requirements of this
Agreement. The Owner has a right to terminate for default if the contractor fails to
make delivery of material or does not perform the work, or if the Contractor fails to
perform the Work within the time specified in the Agreement, or if the Contractor
fails to perform any other provision of the Agreement

Failure to Deliver: Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected work, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, Work of comparable grade to replace the items or Work rejected, not delivered, or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred more than Agreement prices.

Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume services delivered, subject to an adjustment of price to be determined by the Owner.

Termination for Convenience: Owner has the absolute right to terminate the Agreement upon "Award of Contract" to another Contractor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by Owner shall be paid by Owner.

WARRANTY:

- a. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects, or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work, the Contractor shall at the Owner's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the Owner, or refund to the Owner the charge paid by the Owner, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of Work provided by other Contractors.
- b. All equipment and materials provided by the Contractor shall be merchantable and for the purpose intended.
- TIME OF COMPLETION: The Owner and Contractor understand and agree that time is of the essence in the performance of this Agreement. The Contractor or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions, or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation de lays, damage to or destruction of, in whole or in part, equipment or manufacturing plant, lack of ability to

obtain raw materials, labor, fuel or supplies for any reason or any other causes, contingencies or circumstances not subject to the Owner's or Contractor's contractual control respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Owner's or Contractor's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement, or on the day of the start of Work, shall extend the time of the Owner's or Contractor's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the Owner may, at their discretion, cancel this Agreement for their own convenience.

• INSURANCE REQUIREMENTS:

- a. Contractor at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Leeds at limits and coverages specified herein. The City of Leeds will be listed as "additionally insured" on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to protect the Contractor fully and adequately.
- **b.** All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and /or group funds not having an A.M. Best rating must be submitted to the Owner for prior approval.
- c. NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE OWNER.
- **d.** Worker 's Compensation and Employers Liability Part One: Statutory Benefits as required by the State of Alabama.
- e. Employers Liability \$100,000 Each Accident \$100,000 Each Employee \$500,000 Policy Limit.
- f. Bodily injury by accident \$1,000,000 Each Accident
- g. Commercial General Liability: Coverage on an Occurrence form with a combined single limit of
 - Bodily Injury and Property Damage combined as follows:
 Each Occurrence \$1,000,000
 Personal and Advertising Injury \$1,000,000
 Products /Complete d Operation Aggregate \$2,000,000

General Aggregate \$2,000,000

• . Coverage to include

Premises and operations

Personal Injury and Advertising Injury

Products/Completed Operations

Independent Contractors

Blanket Contractual Liability

Explosion, Collapse and Underground hazards

Broad Form Property Damage

- u1. Automobile Liability: Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.
- 1v. Certificate of Insurance: A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City of Leeds PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.
- ACCEPTANCE OF WORK: The Owner will be deemed to have accepted the
 Work after the Owner agrees, the work is completed. In the event Work furnished
 under the Agreement is found to be defective or does not conform to the intent of the
 Agreement, the Contractor shall correct the deficiency within a reasonable time
 frame as determined by the appropriate City official overseeing the subject project.
 Failure on the part of the Contractor to properly correct the deficiencies within the
 time period allowed will constitute the Owner's right to cancel the Agreement
 immediately, upon written notice to the Contractor.
- CORRECTION OF WORK: The Contractor shall promptly correct all Work rejected by the Owner as faulty, defective or failing to conform to the Agreement, whether observed before or after completion of the Work. The Contractor shall bear all costs of correcting such rejected Work.
- SAFETY MEASURES: The Contractor shall take all necessary precautions for the
 safety of the Owner's and Contractor's employees at all Work sites, and shall erect and
 properly always maintain, all necessary safeguards for the protection of the workmen
 and the public. Where necessary, the Contractor shall post signs warning against
 hazards in and around the Work site as customary in the industry.

EXTRA WORK AND ASSOCIATED COSTS:

- a. The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions, the Agreement price and time for execution of the Work being adjusted accordingly.
- b. All such changes in the Work shall be authorized by a written work order or other documentation constituting an Amendment, Change Order, or Purchase Order, and shall be executed under the applicable conditions of the Agreement.

FAMILIARITY WITH THE WORK:

a. The Contractor, by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Owner will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Agreement by the Contractor serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement. CONTRACTOR LIABILITY: Nothing in this Agreement shall be construed to mean that the Contractor assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the Contractor or its agents, servants, employees, and subcontractors.

MISCELLANEOUS PROVISIONS:

- **a.** The Contractor shall not employ Subcontractors without the express written permission of the Owner or its agents, servants, employees, and subcontractors.
- **b.** The Contractor shall not assign the Agreement or sublet it without the express written permission of the Owner. The Contractor shall not assign any payment due them hereunder, without the express written permission of Owner. The Owner may assign the contract, or sublet it, without the consent of the Contractor.
- **c.** No waiver, alteration, consent, or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor.
- d. The Contractor is to procure all permits, licenses, and certificates, or any approvals, of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completionof Work covered under this Agreement and must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Leeds with a "Material Safety Data Sheet" for all goods that carry one.
- e. The Contractor shall always, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the Contractor fails to clean up the Work site, the Owner will complete the task and charge the Contractor for such services.
- f. This Agreement is considered a non-exclusive Agreement between the parties.
- **g.** This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the Agreement shall be heard in the Courts of Jefferson County, Alabama.
- i. This Agreement contains all terms and conditions agreed upon by the Owner and Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- j. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CITY OF LEEDS, LEEDS, ALABAMA

David Miller, Mayor		
ATTEST:		
(Name of Contractor)		
By:		
ATTEST:		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If	MPORTANT: If the certificate holder in SUBROGATION IS WAIVED, subject this certificate does not confer rights to	to th	e te	rms and conditions of th	e polic	cy, certain p	olicies may			
-	DUCER				CONTA					
Next First Insurance Agency, Inc. PO Box 60787			NAME: PHONE (A/C, No, Ext): (855) 222-5919 (A/C, No, Ext): (A/C, No):							
Palo Alto, CA 94306			E-MAIL ADDRE	ss: support	@nextinsurance	ce.com				
					INSURER(S) AFFORDING COVERAGE					NAIC#
					INSURE	Ci-t- N		ce Company, Inc.	-	12831
INSL	PRED				INSURE	RB:				
	Southern, LLC 2 Meadow Brook Rd				INSURE	RC:				
	ningham, AL 35242				INSURER D :					
					INSURE					
					INSURE					
CO	VERAGES CER	TIFIC	ATE	NUMBER: 145959758	INCOME			REVISION NUMBER:		
Name and Address of the Owner, where the Owner, which the Owner, where the Owner, which the	HIS IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			IE POL	ICY PERIOD
C	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	PERT	AIN, CIES.	THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	ED BY	THE POLICIE REDUCED BY	S DESCRIBEI PAID CLAIMS.			
INSR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
	X COMMERCIAL GENERAL LIABILITY								\$1,000	,000.00
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,0	00.00
								MED EXP (Any one person)	\$15,00	0.00
Α				NXTMKUUINI-01-GL		03/10/2022	03/10/2023	PERSONAL & ADV INJURY	\$1,000	,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	,000.00
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$2,000	,000.00
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident) \$		
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS SILE.								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION							PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE								\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below			Parties and the second					\$	
	DESCRIPTION OF OPERATIONS BEIOW								\$25,000	0.00
A	Contractors Errors and Omissions			NXTMKUUINI-01-GL		03/10/2022	03/10/2023		\$50,000	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
Pro	of of Insurance.									
CE	RTIFICATE HOLDER				CAN	CELLATION				
5312	outhern, LLC ! Meadow Brook Rd ingham, AL 35242			LIVE CERTIFICATE	THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B BY PROVISIONS.		
				2 4 4 4 5 3 1 2	AUTHO	RIZED REPRESE	NTATIVE			

SAH. ASS

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Click or scan to view

File Attachments for Item:

19. Resolution 2022-08-07: Consider Authorizing the Payoff of City Fire Truck

CITY OF LEEDS RESOLUTION NO.: 2022-08-07

APPROVING AND AUTHORIZING PAYOFF OF CITY FIRE TRUCK

WHEREAS, the City Council previously authorized the purchase and acquisition of a new City Fire Truck using federal ARPA funds; and

WHEREAS, to avoid the accumulation and continuation of simple interest payments for the subject purchase financing, it is practical for the City to utilize available funds from the Federal ARPA appropriations along with St. Clair County EMS funds; and

WHEREAS, in order for these funds to be transferred and paid, the City Council would have to authorize the subject payments which would require a budget amendment.

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 payoff of the subject fire truck (i.e. \$1,590,103.31), (see attached payoff statement) is hereby approved, and the City budget shall be amended to the extent necessary to make said payoff from Federal ARPA funds and St. Clair EMS funds available to the City.
- 3. 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 at a regular meeting of the City Council of the City of Leeds, Alabama on this the 15th day of August, 2022.

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 15th day of August, 2022.

Toushi Arbitelle, City Clerk



PAYOFF QUOTATION

8/11/2022 Prepared:

Capital One Public Funding, LLC 1307 Walt Whitman Road Melville, NY 11747

LESSEE/DEBTOR: City of Leeds, AL

101102794 Loan #:

Equipment Lease Purchase A	Agreement dated as of 4/6/21 - Balance	\$1,479,345.11
Unamortized Costs		51,777.08
Accrued Interest	08/31/22	58,981.12
Total Paydown Amount	08/31/22	\$1,590,103.31

Remit payment as per the instructions below. Please include the referenced loan number for accurate and timely processing. Note that 30 day notice is required prior to payoff.

Via Mail

Re:

Capital One Public Funding, LLC 1307 Walt Whitman Road, 3rd Fl.

Melville, NY 11747

Attn: Payoff Department

101102794

Via Wire

Capital One Bank ABA #: 065000090

Beneficiary: JAMSAB Realty Corp./Capital One Public

Funding

A.: 3124063607

City of Leeds, AL Re: 101102794 City of Leeds, AL

All quotes are subject to final audit by COPF. If you have any questions, please email the undersigned.

Paul Sottnik

Capital One Public Funding, LLC paul.sottnik@capitalone.com

File Attachments for Item:

20. Resolution 2022-08-08 - Library Board Appointment

APPLICATION FOR LEEDS LIBRARY BOARD

Full Name:	DATE OF AF	DATE OF APPLICATION				
Shann Ford		7/18/2022	7/18/2022			
Address:						
2108 Britt Cir						
Address Line 1						
Address Line 2						
Leeds	Alabama		35094			
City	State		Zip Code			
Mailing Address (If Different) :					
Same	,					
Address Line 1						
Address Line 2						
City	State		Zip Code			
Phone - Home:		Phone - Woi	·k:			
(205) 966-0076		(205) 699-45				
Email:						
Education:						
Masters Degree/Under grad T	roy					
Civic and Professional Activ	ition					
Teacher	nues.					
1 000101						
List of city boards presently	serving on:					
N/A						
List of city board previously	served on:					
N/A						

Areas of special interest or concerns:

ı	ibrary	/ F	ina	anc	e
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Insert and format text, links, and images here.

Position

Library Board

SUPPORTING DOCUMENTSLibrary Board App Shann Ford.pdf

APPLICATION FOR LEEDS LIBRARY BOARD

Full Name:		DATE OF APPLICATION			
Victoria McDonald		7/6/2022	7/6/2022		
Address:					
1064 Crest Rd.					
Address Line 1					
Address Line 2					
Leeds	Alabama		35094		
City	State		Zip Code		
Mailing Address (If Different):					
Same					
Address Line 1					
Address Line 2					
City	State		Zip Code		
Phone - Home:		Phone - Work:			
(205) 478-9902					
F 1					
Email:					
Education:					
Piedmont College Bachelors of A	arts-Mass Comm				
Civic and Professional Activitie	ie.				
Sidewalk Film Festival Volunteer		YP Leeds			
List of city boards presently se	rving on:				
N/A					
List of city board previously se	rved on:				
N/A					

Areas of special interest or concerns:

Education, Social Media/Advertising, Events

Insert and format text, links, and images here.

Position

Library Board

SUPPORTING DOCUMENTS

Library Board App Victoria McDonald.pdf

APPLICATION FOR LEEDS LIBRARY BOARD

Full Name:		DATE OF APP	DATE OF APPLICATION		
Todd Hower		7/21/2022	7/21/2022		
Address:					
7101 Rowan Road					
Address Line 1					
Address Line 2					
Leeds	Alabama		35094		
City	State		Zip Code		
Mailing Address (If Diffe	rent):				
7101 Rowan Road					
Address Line 1					
Address Line 2					
Leeds	Alabama		35094		
City	State		Zip Code		
Phone - Home:		Phone - Work:			
(205) 500-1007		(205) 685-1024	(205) 685-1024		
F					
Email:					
Education:					
B.A. Biblical Studies Sou	heastern Bible College				
Civic and Professional A	Activities:				
Volunteer at LES, LPS, L	HS with PTA, Band, Fo	otball			
List of city boards prese	intly serving on:				
N/A	indy serving on.				
List of city board previo	usly served on:				
N/A					

Areas of special interest or concerns:

LHS-Band, LMS-Archery, Library, Small Business Development, Technology

Insert and format text, links, and images here.

Position

Library Board

SUPPORTING DOCUMENTS

Scan2022-07-25_ID for Todd Hower Library Board.pdf

APPLICATION FOR LEEDS LIBRARY BOARD

Full Name:		DATE OF APPLICATION		
KAREN CAUBLE		6/8/2022		
Address:				
1120 ROWAN RD				
Address Line 1				
Address Line 2				
LEEDS	Alabama		35094	
City	State		Zip Code	
Mailing Address (If Different):				
Address Line 1				
Address Line 2				
City	State		Zip Code	
Phone - Home:		Phone - Work:		
(205) 586-7420				
Email:				
Education:				
69 LHS / ATTENDED UA				
Civic and Professional Activities	:			
30 YRS WORKING ON NON-PRO	FIT BOARDS			
List of city boards presently serv	ring on:			

List of city board previously served on:

TDC
EDS

SUPPORTING DOCUMENTS

Scan2022-06-09_083610.pdf

APPLICATION FOR LEEDS LIBRARY BOARD

Full Name:		DATE OF	DATE OF APPLICATION		
Kenneth Hurst		6/27/202	6/27/2022		
Address:					
1256 Norman Dr.					
Address Line 1					
Address Line 2					
Leeds	Alabama		35094		
City	State		Zip Code		
Mailing Address (If Di	fferent):				
Same					
Address Line 1					
Address Line 2					
City	State		Zip Code		
Phone - Home:		Phone - V	Work:		
(205) 699-3731		(205) 48	(205) 482-8939		
Email:					
Education:					
BA English Lit BYU					
Civic and Professiona	l Activitios:				
		onric Ward of th	ne Church of Jesus Christ of Later Day		
Saints	ondo or the Library. Biome	prio vvara or a	ic character of decad chills of Eater Bay		
List of city boards pre	sently serving on:				
N/A					
List of city board prev	iously served on:				

Areas of special interest or concerns:

Services

Insert and format text, links, and images here.

Position

Library Board

SUPPORTING DOCUMENTS
Library Board App Kenneth Hurst.pdf

APPLICATION FOR LEEDS LIBRARY BOARD

Full Name:		DATE OF APPL	DATE OF APPLICATION		
Kenneth W. Hurst		7/20/2022	7/20/2022		
Address:					
1256 Norman Drive					
Address Line 1					
Address Line 2					
Leeds	Alabama		35094		
City	State		Zip Code		
Mailing Address (If Different):					
1256 Norman Drive					
Address Line 1					
Address Line 2					
Birmiingham	Alabama		35094		
City	State		Zip Code		
Phone - Home:		Phone - Work:			
(205) 699-3731			(205) 482-8939		
Email:					
kenwhurst@gmail.com					
Education:					
BA in English Lit from BYU					
Civic and Professional Activit	ies:				
Library volunteer, BSA troop co					
List of city boards presently s	erving on:				
None					
List of city board previously s	served on:				
None					

Areas of special interest or concerns:

Library service to public

Insert and format text, links, and images here.

Position

Leeds Public Library Board

SUPPORTING DOCUMENTS

Scan2022-07-25_ID for Kenneth William Husrt for Library Board.pdf

APPLICATION FOR LEEDS LIBRARY BOARD

Full Name:	DATE OF APPLICATION
LINDSAY BOLCAR	6/3/2022

Address:

1275 KATHERINE ST, LEEDS, Alabama 35094

Mailing Address (If Different):

Phone - Home: Phone - Work:

(205) 702-1274

Email:

Education:BACH OF ARTS

Civic and Professional Activities: URBAN LEAGUE BIRMINGHAM

List of city boards presently serving on:

List of city board previously served on:

Areas of special interest or concerns:

LIBRARY

Insert and format text, links, and images here.

Position

LIBRARY BOARD

SUPPORTING DOCUMENTS

Scan2022-06-09_083200.pdf

APPLICATION FOR LEEDS LIBRARY BOARD

Full Name:		DATE OF	DATE OF APPLICATION		
David Dockery		7/1/2022	7/1/2022		
Address:					
8680 Clarke Lane					
Address Line 1					
Address Line 2					
Leeds	Alabama		35094		
City	State		Zip Code		
Mailing Address (If Different):	:				
Same					
Address Line 1					
Address Line 2					
City	State		Zip Code		
Phone - Home:		Phone - V	/ork:		
(770) 286-0958		(205) 726	(205) 726-1905		
Facilia					
Email:					
Education:					
BS Economics Shorter University	sity MD Samford L	Jniversity			
Civic and Professional Activity	ties:				
Alabama Veterans Affairs Asso		Shorter Universi	ty Young AL		
			- •		
List of city boards presently s	serving on:				
N/A					
List of city board previously s	served on:				
N/A					

Areas of special interest or concerns:

Education, Library Services, Economic Development, Job Training

Insert and format text, links, and images here.

Position

Library Board

SUPPORTING DOCUMENTS

Library Board App David Dockery.pdf