



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

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

April 18, 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.

APPROVE COUNCIL MINUTES

1. Minutes for April 04, 2022

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

OLD BUSINESS:

NEW BUSINESS:

9. Resolution 2022-04-05: Consider Approval of 2022 "Back-to-School" Sales Tax Holiday
10. Resolution 2022-04-06: Consider Awarding City Cemetery Grounds Maintenance Bid
11. Resolution 2022-04-07: Consider Budget Amendment for City Train Depot Repair/Remediation
12. Resolution 2022-04-08: Consider Budget Amendment for Willow Street Extension
13. Resolution 2022-04-09: Consider contract with Avenu Insights and Analytics for collection of taxes, business license and recovery
14. Resolution 2022-04-10: Consider Budget Amendment for Library Board
15. Resolution 2022-04-11: Consider Budget Amendment for City Park Public Fitness Equipment

- [16.](#) Resolution 2022-04-13: Consider Budget Adjustment for the Police Department to use Confiscated Funds
- [17.](#) Resolution 2022-04-14: Consider Budget Amendment to reimburse the Fire Department's Training/Education Fund

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.

File Attachments for Item:

1. Minutes for April 04, 2022



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

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

April 04, 2022 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor Pro Temp Kenneth Washington called the meeting to order at 6:03 pm.

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

Mayor Pro Temp Kenneth Washington
Council member Eric Turner
Council member Johnny Dutton
Council member Angie Latta
Council member Devoris Ragland-Pierce

ABSENT

Mayor David Miller

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor Pro Temp Kenneth Washington

CANDIDATES

Ms. Susan Dubose - District 45 candidate
Sheriff Mark Pettway - seeking re-election

PRESENTATION

Ms. Katie Wiswall, Alabama Forestry Commission, presented a Tree City flag and plaque to the Leeds Tree Commission celebrating the City's 32nd year.

PUBLIC HEARING

1. Consider Determination of Certain Conditions to be a Public Nuisance at 142 Willow Street
Mr. Matt Morgan, 142 Willow Street, states that he's currently cleaning up the property. Mr. Scott Barnett, City Attorney, states that he has been in contact with Mr. Morgan's family and suggests an extension. The item was referred to Council.

Public Hearing closed at 6:24 pm.

APPROVE COUNCIL MINUTES

2. Minutes from March 21, 2022

Motion to approve minutes from March 21, 2022 made by Council member Turner, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce. Voting Abstaining: Council member Latta.

REPORTS OF OFFICERS:

3. Mayor's Report: Mayor David Miller
Absent
4. Police Department: Chief Irwin
Absent. Captain Reaves had no report.
5. Fire Department: Chief Parsons
No report
6. Municipal Court: Magistrate Roberts
No report
7. Development Services Department: City Administrator Watson
Absent
8. Public Works Department: Public Works Director Warren
No report
9. Social Services Department: Director Bryan
No report

OLD BUSINESS:

10. Resolution 2022-01-04: Consider Board Member nominations to Moton Foundation
Motion to table Resolution 2022-01-04 made by Council member Latta, Seconded by Council member Turner. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce.

NEW BUSINESS:

11. Resolution 22-000387: Consider Declaring Certain Conditions to be a Public Nuisance at 142 Willow Street
Motion for a 60-day extension on Resolution 22-000387 with an immediate abatement on June 06, 2022 made by Council member Dutton, Seconded by Council member Turner. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce.
12. Ordinance 2022-04-01: Consider an Employee Handbook update - approving an updated return-to-work policy for employment related injuries
Motion for Unanimous Consent to consider Ordinance 2022-04-01 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce.

Motion to approve Ordinance 2022-04-01 made by Council member Dutton, Seconded by Council member Turner. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

13. Ordinance 2022-04-02: Consider an Employee Handbook update - Pre-employment Physicals Applied to all Job Categories

Motion for Unanimous Consent to consider Ordinance 2022-04-02 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

Motion to approve Ordinance 2022-04-02 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

14. Resolution 2022-04-01: Consider Authorizing a Temporary License Agreement for a Jefferson County Environmental Services Project

Motion to approve Resolution 2022-04-01 made by Council member Dutton, Seconded by Council member Latta. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

15. Resolution 2022-04-02: Consider Authorization of Professional Software and Mobile App Services (Budget neutral and equally funded)

Motion to approve Resolution 2022-04-02 made by Council member Ragland-Pierce, Seconded by Council member Dutton. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

16. Resolution 2022-04-03: Consider Adopting a Council Meeting Public Participation Policy

Motion to approve Resolution 2022-04-03 subject to comments from Mayor Pro Temp Washington and Council member Latta made by Council member Latta, Seconded by Council member Turner. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

17. Resolution 2022-04-04: Consider Budget Adjustment to fund vacant Police Department positions and fund relocations of Magistrate's Office and City Court

Motion to approve Resolution 2022-04-04 subject to the following edit 'restricted Alabama Trust Fund' made by Council member Dutton, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Pro Temp Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

PUBLIC COMMENTS

Mr. Daniel McCormick, 1055 Kings Forest Drive, Library supporter.

Ms. Lindsay Bolcar, 1275 Katherine Street, Library supporter.

Ms. Tammy Thurman, 100 Willow Street, paving her driveway on Willow Street.

Ms. Victoria McDonald, 1064 Crest Road, Library supporter, public participation policy, Moton Center applications and Chamber Director.

ADJOURNMENT

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

The meeting adjourned at 7:22 pm.

David Miller, Mayor

Attest:

Toushi Artbitelle, City Clerk

File Attachments for Item:

3. Police Department: Chief Irwin

Leeds POLICE DEPARTMENT**Inter-Office Communication**

To: David Miller, Mayor of the City of Leeds

From: Paul A. Irwin Jr., Chief of Police

Subject: March 2022 Monthly Report

The department received (1078) calls during the month of March 2022. Our officers served (155) outstanding warrants. Our city has a large number of outstanding warrants and we are concentrating on serving these outstanding warrants.

During the month, the department prepared 228 reports and 56 traffic accident reports. Detectives were assigned 66 new cases. There were 3 cases that were able to be closed and/or marked inactive and 10 cases referred to Juvenile.

Attached:
Activity Report

cc: Honorable David Miller
Honorable Kenneth Washington
Honorable Eric Turner
Honorable Johnny Dutton
Honorable Angie Latta
Honorable Devoris Ragland Pierce

PATROL DIVISION

(1078) Calls for Service
(42) Felony Arrests
(76) Misdemeanor Arrest
(155) Warrants Served
(302) Citations Issued
(154) Traffic Warnings
(56) Accidents
(228) Reports/Supplements

DETECTIVE DIVISION

The Detective Division worked 66 felony cases, 10 cases were referred to Juvenile. Additionally, the high number of cases are a reflection of probable cause felony arrests.

School Resource Officers

Reports	9
Traffic Control	91
Students Counseled	17
Classes Taught	5
Parent Teacher Meetings	8
Arrests	2
Phone Calls	31
Misc Incidents	55

(4 summons for school buses, 7 home visits, 9 sporting events worked, 22 classes, 3 hearings, 5 citations, 5 warnings issued.)

Quality of Life and Miscellaneous Details

Departmental firearms training for all personnel before shifts.

Mandatory Records Management Training for the Department.

The Chief attended the Department of Homeland Security Leadership Academy.

Three more officers passed qualifications for SWAT School and are registered for April SWAT Operator School. There will be an additional tryout in April.



PAUL IRWIN
CHIEF OF POLICE

THE CITY OF LEEDS
LEEDS POLICE DEPARTMENT

1040 PARK DRIVE
LEEDS, ALABAMA 35094-2213
BUS: (205) 699-2581
FAX: (205) 702-6556



DAVID MILLER
MAYOR

DATE: April 13, 2022

Chief:

The following is a summary of the Police Department activities for the month of March and the 2022 year-to-date totals.

Police Department Activity Summary

Category	*Calls Answered	Accidents Investigated	All Reports	Traffic Stops	Traffic Citations	Warning Citations	Non-Traffic Citations	Misd. Arrests	Felony Arrests	Warrants Served
Mar 2022	1078	56	228	417	302	154	5	65	39	155
2022 YTD	2573	134	567	1023	674	415	8	162	74	449

Category	Officer Assists	Public Assists	Court Hours	Training Hours	Shifts Worked	Miles Driven	Dispatch CFS	Business Cks/Card		
Mar 2022	462	222	43	97	256	23,396	1775	266		
2022 YTD	1242	593	127	251	714	62,082	4802	583		

Jail Expenses

No. of Inmate Days	178
Mar. Expenses	\$5,726.00
2022 YTD	\$13,910.00

Prisoner Transportation

Mar 2022	Miles = 2,100.0	Mar 2022	Hours = 70.0
2022 YTD	Miles = 5,810.0	2022 YTD	Hours = 155.0

False Alarms

False Alarms	Burglary Business	Burglary Residence	Robbery Business	Robbery Residence	Totals	Chargeable
Mar 2022	15	6	0	0	21	21
2022 YTD	41	17	1	0	59	59

CID:

Assigned Cases

66

Statistics for Leads, Alabama	Homicide	Rape/Sex Abuse	Robbery	Assault	Burglary	Felony Theft	MVT	DRUG Cases	Juvenile Cases	Death Inv	Forgery Fraud	Misd Cases	Other Felony	Warrants Issued
Mar-22	0	0	1	2	6	23	0	16	10	1	3	1	4	70
2022 YTD	0	1	4	5	11	45	1	33	17	6	8	4	15	135
Cases Cleared YTD	0	4	3	4	2	24	1	32	11	8	7	3	15	

SCHOOL RESOURCE OFFICERS:

Mar-22

	2022 Total
REPORTS	9
TRAFFIC CONTROL	16
STUDENTS COUNSELED	91
CLASSES TAUGHT	17
PARENT/TEACHER MEETING	5
SPECIAL EVENT	8
COMPLAINTS	0
WRECK REPORTS	5
ASSISTED MOTORIST	0
ARREST	0
PHONE CALLS	2
MISC	31
	55
	115

(4 summons for passing school bus, 7 home visits, 9 sporting events covered, 22 class 3 hearings, 5 citations/5 warnings issued.)

Submitted by:
Sgt. Jacob Scott

File Attachments for Item:

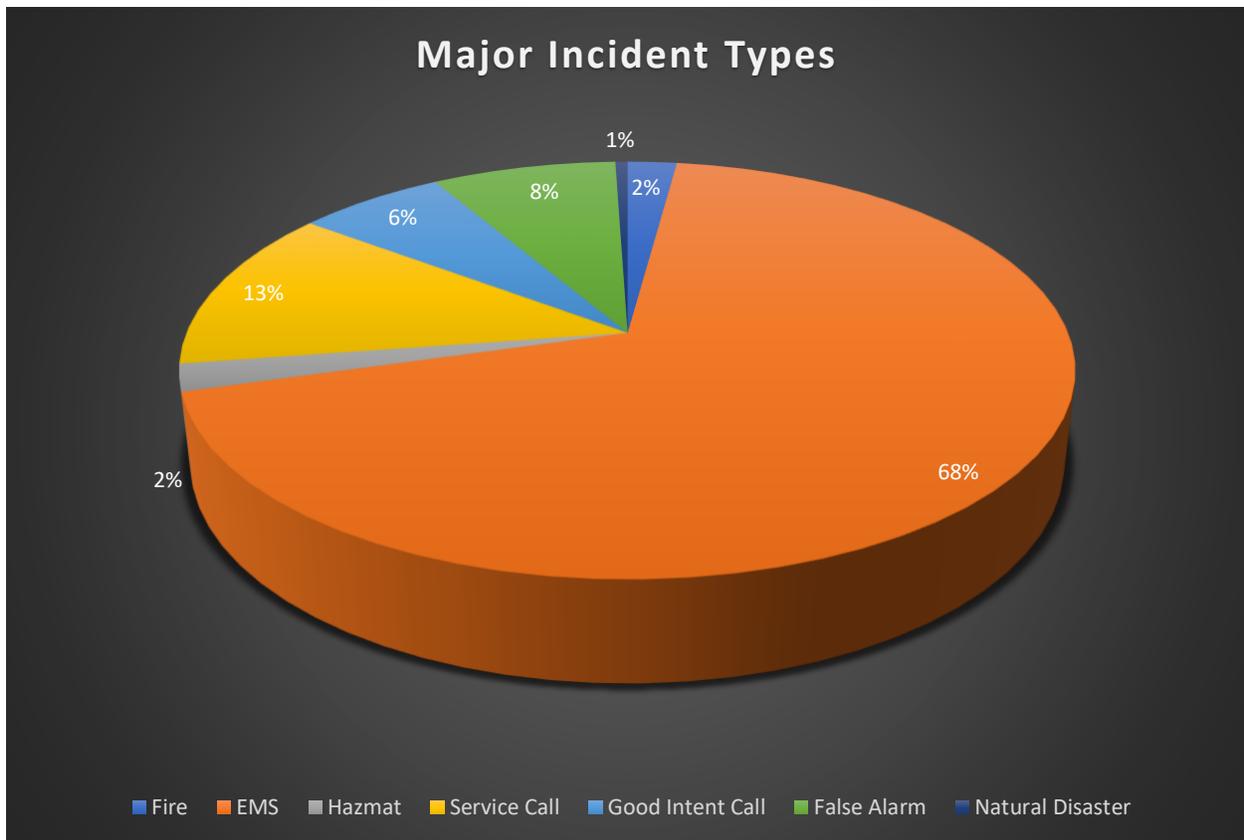
4. Fire Department: Chief Parsons



March 2022

Incident Type Breakdown

Incident Type Group	Number
Fire	4
EMS	130
HAZMAT	4
Service Call	24
Good Intent Call	12
False Alarm	15
Natural Disaster	1
	190



# OVERLAPPING	% OVERLAPPING
34	17.9

File Attachments for Item:

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

Department Hours- OT

From 03/22/22 to 04/04/22

Department	OT	Totals
	148:19	148:19
ADM-1	14:53	14:53
DEV-50	3:17	3:17
FIRE1-26	14:00	14:00
POL-22	98:26	98:26
STR-80	17:43	17:43

File Attachments for Item:

9. Resolution 2022-04-05: Consider Approval of 2022 "Back-to-School" Sales Tax Holiday

**CITY OF LEEDS
RESOLUTION 2022-04-05**

AUTHORIZING MUNICIPAL BACK-TO-SCHOOL SALES AND USE TAX HOLIDAY

WHEREAS, §40-23-210 through 213, Code of Alabama, 1975, as amended, allows for municipalities to authorize a back-to-school exemption from sales and use taxes starting at 12:01 a.m. on the third Friday in July and ends at twelve midnight the following Sunday; and

WHEREAS, in order to be effective, a municipality must provide such authorization by resolution or ordinance, adopted at least 30 days prior to the third full weekend of July, exempting the “covered items” from municipal sales or use taxes during the same time period, under the same terms, conditions, and definitions as provided for the state sales tax holiday; and

WHEREAS, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 30 days prior to the effective date of the resolution or ordinance.

WHEREFORE BE IT RESOLVED AS FOLLOWS, that:

- 1. The City Council hereby provides for an exemption of the municipal sales and use tax, starting at 12:01 a.m. on the third Friday in July and ending at twelve midnight the following Sunday, applicable to purchases of items covered by and in accordance with §40-23-210 through 213, Code of Alabama, 1975 as amended and ALDOR Rule 810-6-3-.65 Sales Tax Holiday for “Back-to-School” (e.g., see Exhibit A).
- 2. The Mayor and Staff shall have all necessary authority to fully comply with the actions and authorizations provided for herein.
- 3. The City Clerk shall immediately certify a copy of this Resolution under seal of the City of Leeds and forward same to the Alabama Department of Revenue to be recorded and posted accordingly.

APPROVED this 18th day of April 2022.

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

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

Date

ATTEST:

City Clerk

In my capacity of 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 properly called meeting held on the 18th day of April 2022.

Toushi Arbitelle, City Clerk



2022 SALES TAX HOLIDAY

Alabama will hold its 17th annual sales tax holiday, **beginning Friday, July 15, 2022 at 12:01 a.m. and ending Sunday, July 17, 2022 at 12 midnight**, giving shoppers the opportunity to purchase certain school supplies, computers and clothing free of state sales tax. Local sales tax **may** apply.

For more information, **contact us 8:00 a.m. – 5:00 p.m., CST**
Monday through Friday
334-242-1490 or 866-576-6531

CLOTHING - \$100 or Less, per article of clothing		
EXEMPT:		
Includes all human wearing apparel suitable for general use - Not an all-inclusive list		
<ul style="list-style-type: none"> • Belts • Boots • Caps • Coats • Diapers • Dresses • Gloves • Gym Suits • Hats 	<ul style="list-style-type: none"> • Hosiery • Jackets • Jeans • Neckties • Pajamas • Pants • Raincoats • Robes • Sandals 	<ul style="list-style-type: none"> • Scarves • School Uniforms • Shirts • Shoes • Shorts • Socks • Sneakers • Underwear
TAXABLE:		
Clothing Accessories: <ul style="list-style-type: none"> • Belt Buckles (sold separately) • Briefcases • Cosmetics • Costume masks (sold separately) • Hair Notions (barrettes, hair bows, etc) • Handbags • Handkerchiefs • Jewelry • Patches & Emblems (sold separately) • Sewing Equipment & Supplies (pins (patterns, scissors, tape measures, etc) • Sewing Materials (thread, fabric, buttons, zippers, etc) • Sun glasses, eye glasses, contacts (prescription or nonprescription) • Umbrellas • Wallets • Watches • Wigs & hair pieces 	Protective Equipment: <ul style="list-style-type: none"> • Breathing Masks • Clean Room Apparel & Equipment • Ear & Hearing Protectors • Face Shields • Hard Hats • Helmets • Paint or Dust Respirators • Protective Gloves • Safety Glasses & Goggles • Safety Belts • Tool Belts • Welders Gloves & Masks 	Sport or Recreational Equipment: <ul style="list-style-type: none"> • Ballet or Tap Shoes • Band Instruments • Cleated or Spiked Athletic Shoes • Gloves (baseball, bowling, boxing, hockey, golf, etc) • Goggles • Hand & Elbow Guards • Life Preserves & Vests • Mouth Guards • Roller & Ice Skates • Shin Guards • Shoulder Pads • Ski Boots • Waders • Wetsuits & Fins

COMPUTERS, COMPUTER SOFTWARE, & SCHOOL COMPUTER SUPPLIES -

A single purchase with a sales price of \$750 or Less

EXEMPT:

COMPUTERS – For purposes of the exemption, a computer may include a laptop, desktop, or tower computer system which consists of a central processing unit (CPU), and devices such as a display monitor, keyboard, mouse, and speakers sold as a computer package. Computer parts and devices not sold as part of a package with the CPU, will not qualify for the exemption.

COMPUTER SOFTWARE

SCHOOL COMPUTER SUPPLIES – An item commonly used by a student in a course of study in which a computer is used

– All inclusive list includes:

- Computer Storage Media; diskettes, compact disks
- Handheld electronic schedulers, except devices that are cellular phones
- Personal digital assistants, except devices that are cellular phones
- Computer Printers
- Printer Supplies for Computers (printer paper, printer ink)

TAXABLE:

- Furniture
- Any systems, devices, software, peripherals designed or intended primarily for recreational use, or
- Video games of a non-educational nature

SCHOOL SUPPLIES, SCHOOL ART SUPPLIES & SCHOOL INSTRUCTIONAL MATERIAL -

Sales Price of \$50 or Less, per item (Noncommercial Purchases)

EXEMPT:

SCHOOL SUPPLIES - All Inclusive List:

<ul style="list-style-type: none"> • Binders • Blackboard Chalk • Book Bags • Calculators • Cellophane Tape • Compasses • Composition Books • Crayons • Erasers • Folders (expandable, pocket, plastic & manila) • Glue, paste, and paste sticks 	<ul style="list-style-type: none"> • Highlighters • Index Cards • Index Card Boxes • Legal Pads • Lunch Boxes • Markers • Notebooks • Paper (loose leaf ruled notebook paper, copy paper, graph paper, tracing paper, manila paper, colored paper, poster board, and construction paper) 	<ul style="list-style-type: none"> • Pencil Boxes & Other School Supply Boxes • Pencil Sharpeners • Pencils • Pens • Protractors • Rulers • Scissors • Writing Tablets
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SCHOOL ART SUPPLIES - All Inclusive List:

<ul style="list-style-type: none"> • Clay & Glazes • Paints (Acrylic, Tempora & Oil) • Paintbrushes for artwork 	<ul style="list-style-type: none"> • Sketch and Drawing Pads • Watercolors 	
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SCHOOL INSTRUCTIONAL MATERIAL – All Inclusive List: (Written material commonly used by a student in a course of study as a reference and to learn the subject being taught)

- Reference Maps and Globes
- Required Textbooks on an official school book list with a sales price of more than \$30 and less than \$50

BOOKS – Sales Price of \$30 or Less, per book (Noncommercial Purchases)

EXEMPT:

BOOKS - The term book is defined as a set of printed sheets bound together and published in a volume with an ISBN number.

TAXABLE:

- Magazines
- Newspapers
- Periodicals
- Any Other Document Printed or Offered for Sale in a Non-Bound Form

File Attachments for Item:

10. Resolution 2022-04-06: Consider Awarding City Cemetery Grounds Maintenance Bid

RESOLUTION NO. 2022-04-06

RESOLUTION ACCEPTING THE BID FOR THE CEMETERY LAWCARE CONTRACT

WHEREAS, the City advertised requesting bids to provide for city cemetery lawn care 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 two city cemeteries.

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.
- 2. The City Council hereby accepts the attach bid proposal from JG Southern LLC to provide lawn care and related services for the City cemeteries subject to the attached bid conditions.
- 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 18th day of April 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 18th day of April 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: **April 4, 2022**
- Non-Mandatory Pre-Bid meeting: **April 7, 2022**
- Proposals Due: **April 12, 2022
(9:30 AM)**
- Bids opened: **April 12, 2022**
- City of Leeds Award Bid: **On or after April
18, 2022**
- Implementation / Mobilization : **On or after April
18, 2022**

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	
1.		
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 4th day of April 2022.

If Individual: Name of Individual or Partnership: _____

Authorized Representative to sign: _____

(Print Name) _____

Address: _____

Phone Number:() _____ Fax Number: () _____

Primary e-mail address: _____

Alabama Contractor's License No: _____

If Corporation or LLC:

Company Name: JG Southern, LLC

State of Incorporation: Alabama

Company Representative: Jacob Gagnon *Jacob Gagnon*
 Authorized Representative: Jonathan Gagnon *Jonathan Gagnon*
 Address: 5312 Meadowbrook Rd
 Phone Number (205-447-0003) Fax Number ()

Primary e-mail address JgSouthernllc@gmail.com

STATE OF Alabama COUNTY OF Shelby

I, the undersigned authority in and for said State and County, hereby certify that Jacob Gagnon + Jonathan Gagnon

JG Southern LLC
 As respectively, of JG Southern LLC
 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 5 day of April, 2022

Zared Rice
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/15/24



SECTION V

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, are held and firmly bound unto said City of Leeds hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered a certain Contract with said Obligee, dated _____ 2022

(Hereinafter called the Contract) for Bid Number 2022-01(A) ITB For Cemetery Maintenance Landscaping Services for the City of Leeds, Alabama which Contract and the Specifications for said work shall be deemed 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.

- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.
- (e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

Signed this _____ day of, _____, 2022

(Individual principals sign here)

Business Name: _____

(Individual principal's signature) _____

(Individual principal's printed name) _____

(Individual principal's signature) _____

In the presence of:
(Witness) _____

(Corporate principal signs here)

Corporation Name: _____

(Corporate principal's signature) _____

(Corporate Principal's printed name) _____

(Attest) _____

(Surety signs here) _____

(Identify Officer Position/Authority) _____

(Witness to Surety) _____

SECTION VI

INSURANCE REQUIREMENTS

1. 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 CONTRACT, entered into this _____ day of _____, 2022 by the City of Leeds, Jefferson County, Alabama, hereinafter called the "Owner", and _____ a corporation organized and existing under the laws of the State of Alabama, hereinafter called the "Contractor" or "Bidder", on the Bid Number 2022-01, IIB FOR PARK MAINTENANCE AND LANDSCAPING SERVICES FOR THE CITY OF LEEDS as included herein as if fully set forth.

WITNESSETH:

The OWNER 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 terminate on _____ 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 Routine Services:** For routine services, the Contractor will submit to the Owner, monthly invoices. Contract name must be referenced on all communications including signed delivery / service tickets and 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, provided they are approved by the Owner.
- **PAYMENT WITHHELD:** 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 filing of claims.
 - d. 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 actions, 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 delays, 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
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 - 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

ul. 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.

lv. 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 completion of 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)
03/25/2022

36

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com																					
INSURED JG Southern, LLC 5312 Meadow Brook Rd Birmingham, AL 35242	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>State National Insurance Company, Inc.</td> <td style="text-align: center;">12831</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State National Insurance Company, Inc.	12831	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 2122530 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NXTMKUUIINI-01-GL	03/10/2022	03/10/2023	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions			NXTMKUUIINI-01-GL	03/10/2022	03/10/2023	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

JG Southern, LLC
 5312 Meadow Brook Rd
 Birmingham, AL 35242

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

File Attachments for Item:

11. Resolution 2022-04-07: Consider Budget Amendment for City Train Depot Repair/Remediation

**CITY OF LEEDS
RESOLUTION NO.: 2022-04-07**

**APPROVING AND AUTHORIZING A BUDGET AMENDMENT ALLOWING FOR CERTAIN
REPAIRS TO BE MADE TO THE CITY TRAIN DEPOT**

WHEREAS, it has been determined that the City historical Train Depot has suffered extensive damage from termite infestation; and

WHEREAS, the City engineer has made inspection (see attachment) of the structure and recommends that the building be closed to occupancy until the damage is repaired; and

WHEREAS, the City engineer has provided a preliminary estimate of \$80,000.00 to make the needed repairs to the structure; and

WHEREAS, the matter has been presented to the Finance Committee for review, and in order for the project to be authorized and completed, the City Council would have to authorize the subject work and to amend the City budget accordingly.

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 City budget is hereby amended in an amount not to exceed \$80,000.00 for the purpose of making certain repairs to the City Train Depot due to termite infestation.
3. The Train Depot shall be closed to the public until all necessary repairs have been made as recommended by the City engineer and Inspections Department.
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 at a regular meeting of the City Council of the City of Leeds, Alabama on this the 18th day of April 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 18th day of April 2022.

Toushi Arbitelle, City Clerk

Keith L. Hager, PE

AL No. 24699

February 9, 2022

Mr. Brad Watson, City Manager
City of Leeds, AL
1404 9th Street
Leeds, AL 35094

**RE: Leeds Depot Building
Structure at the Depot.
Apparent Termite Damage**

Dear Brad;

As requested I have made an inspection in the area we exposed at the actual depot building and specifically the band under the actual depot building. There is extensive insect damage in the outer band which appears to be the original building structure. The timbers are not standard, modern looking lumber but rather rough sewn boards about 8"x8" on the entire outer band. The floor system looks more traditional and I noticed there are several concrete pedestals which appear to have been added much more recently.

The Damage to that outer band is significant and would be impossible to determine the actual residual strength. Because the use of the structure is assembly, I would not recommend allowing any large gatherings until the problem is addressed.

I recommend the following actions; The City should enlist a reputable exterminator to treat and protect the structure and also to give the City report that the damage is no longer happening. The treatment and Plan from the exterminator should include a plan to treat the areas to avoid any additional Damage. I would have the inspection and treatment cover the entire building as there were several other areas I could see with damage.

Once we are confident that the infestation and damage has stopped, I can direct and design a remediation plan to strengthen the structure and have a level of safety for the proposed use.



Please call me if you have any questions.

Submitted By:
HagerCo, LLC

Handwritten signature of Keith L. Hager in blue ink.

Keith L. Hager

File Attachments for Item:

12. Resolution 2022-04-08: Consider Budget Amendment for Willow Street Extension

**CITY OF LEEDS
RESOLUTION NO.: 2022-04-08**

**APPROVING AND AUTHORIZING A BUDGET AMENDMENT ALLOWING FOR CERTAIN
STREET IMPROVEMENT – WILLOW STREET**

WHEREAS, certain City residents requested various street improvements in along the Willow Street area within the City; and

WHEREAS, the City Council directed staff to inspect and to investigate the requested need for improvements; and

WHEREAS, the City engineer has provided the requested feedback as to the potential street repairs in the Willow Street area including an associated cost estimate which is attached hereto; and

WHEREAS, the matter has been presented to the Finance Committee for review, and in order for the project to be authorized and completed, the City Council would have to authorize the subject work and to amend the City budget accordingly.

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 City budget is hereby amended in an amount not to exceed \$96,000.00 for the purpose of making certain improvements in and along Willow Street as set forth by the Engineering Report.
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 18th day of April 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 18th day of April 2022.

Toushi Arbitelle, City Clerk

Keith L. Hager, PE

AL No. 24699

January 26, 2022

Mr. Brad Watson, City Manager
City of Leeds, AL
1404 9th Street
Leeds, AL 35094

**RE: Willow Street
Private Drive**

Dear Brad;

As requested I have completed research concerning the End of Willow Street which serves 100 Willow Street. The Plat for the property was recorded in 1964. The Roadway ends at 108 & 107 Willow Street and extends with a private Driveway to 100 Willow Street. The Existing driveway is approximately 10' wide and predominately chert with some gravel areas.

The Plat does provide for Right of Way extending NE in the General area of the Driveway, but there is no visible evidence that the original developers improved the road any farther than the existing pavement. The driveway is steep and appears to have some drainage problems often seen with steep slopes and open ditches.

As requested, I have estimated a cost required to construct a roadway to serve the single residential lot. The existing Drive appears to deviate from the right of Way and deflect right to avoid an existing embankment. In order to provide an idea of cost, I assumed improvement to a minimum standard of 18'-0" width, and ditch sections to match Willow Street. I have not completed any detailed design and the estimate should be considered approximate.

It would be my recommendation to require a Cul-De-Sac or Hammerhead (turnaround) which would be able to accommodate City Services vehicles. While not all City Streets

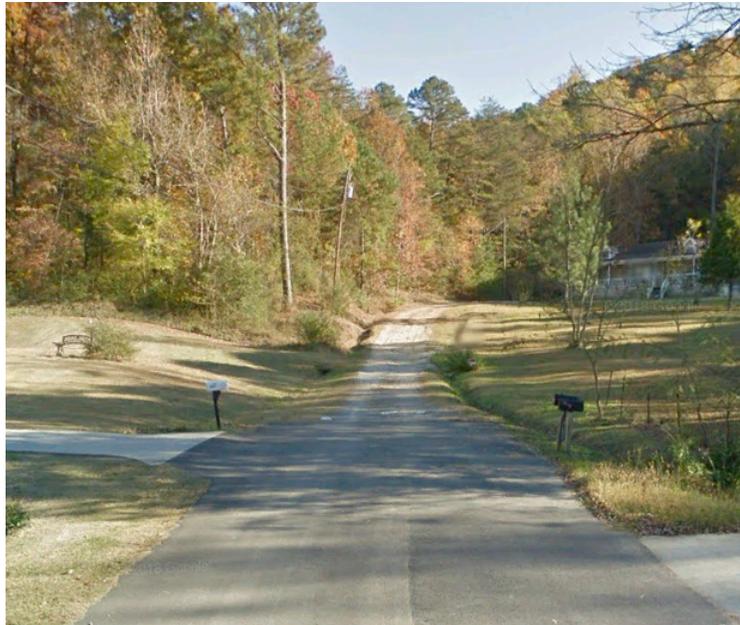
have these facilities, it has been my recommendation that any roads considered for improvement be required to install the means for turnaround.

I have included my budget estimate, and several maps for your information.

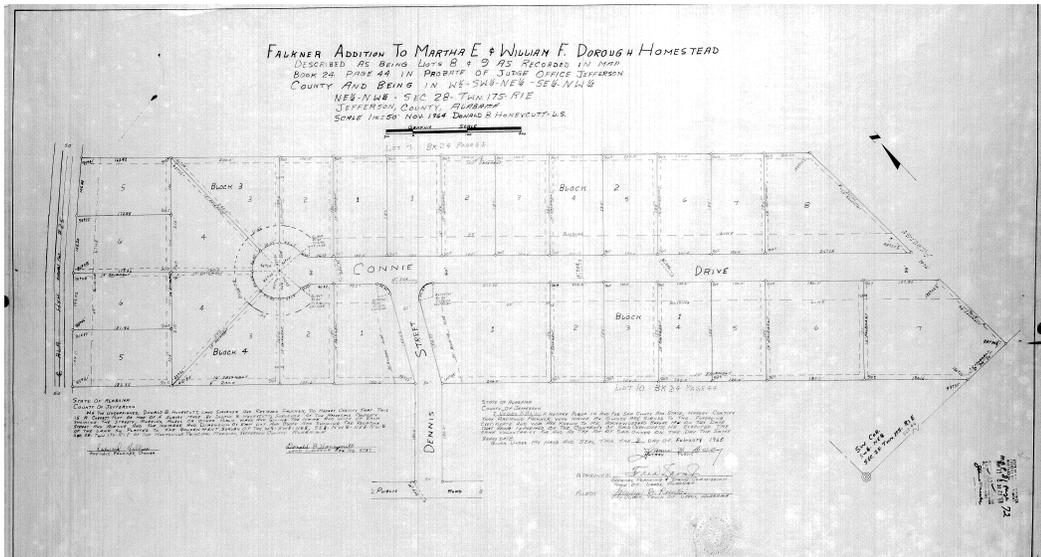
Submitted By:
HagerCo, LLC



Keith L. Hager



Existing Private Drive



Recorded Plat – 1964

City of Leeds

Date 1/25/2022

Willow Street Improvements to Serve Single Residence

Engineer's Estimate of Probable Construction Cost

Description	Amount	Unit	Unit Cost	Total
Clearing	1	LS	\$ 3,500.00	\$ 3,500.00
Earthwork	750	CY	\$ 10.50	\$ 7,875.00
* Utility Relocation	1	LS	\$ 12,500.00	\$ 12,500.00
Storm Drainage	1	LS	\$ 6,500.00	\$ 6,500.00
Aggregate Base (ALDOT 301A)	250	Tons	\$ 38.00	\$ 9,500.00
Superpave Binder Layer (ALDOT 424B)	75	Tons	\$ 95.00	\$ 7,125.00
SuperPave Wearing layer (ALDOT 424A)	45	Tons	\$ 110.00	\$ 4,950.00
Labor Cost	1	LS	\$ 25,000.00	\$ 25,000.00
Sub-Total				\$ 76,950.00
Erosion Control	15.0%			\$ 11,542.50
Eng / Layout				\$ 7,500.00
Estimated Project Cost				\$ 95,992.50

* Power Poles may be relocated by Power Company. Could not locate Water service lines. Cost is approximate

File Attachments for Item:

13. Resolution 2022-04-09: Consider contract with Avenu Insights and Analytics for collection of taxes, business license and recovery

**CITY OF LEEDS
RESOLUTION NO.: 2022-04-09**

THE APPROVAL AND AUTHORIZATION OF PROFESSIONAL TAX COLLECTION AND BUSINESS LICENSE PROCESSING AND RECOVERY SERVICES.

WHEREAS, Avenu Insights and Analytics provides specialized tax collection and business license auditing and recovery services as set forth in the attached proposal; and

WHEREAS, considering the custom nature of the services, there are limited firms that are capable of performing said services and the technical nature of the service being provided, the service the City considers the service to be within the exemption of the necessity of the bid procedures; and,

WHEREAS, in addition, considering the added consistency of collections and the expected savings to be realized, the City considers the proposed service to serve a definitive public purpose which is beneficial to all citizens of the City.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Recitals above are true, correct and included herein as if fully set forth.
2. The services of Avenu Insights and Analytics is hereby approved subject to the terms and conditions identified within the attached proposal.
3. The City Council hereby finds that it is in the best interest of the City and serves a real public benefit to authorize the aforementioned professional services as outlined within the attached proposal.
4. The Mayor and staff shall have the full authority to do those things, to negotiate the terms, to perform those functions, and to sign necessary documentation in order to carry out and complete the actions so authorized herein.

Adopted and approved this the 18th day of April 2022.

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

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

Toushi Arbitelle, 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 18th day of April 2022.

Toushi Arbitelle, CITY CLERK



Avenu Adds Value and Benefits to Sales Tax Collection

Local revenue is our mission, not a by-product of other services

Revenue Discovery and Recovery

- Broadest tax base for local sales tax collection
- Emphasis placed on expediting client cash flow
- Jurisdiction maintains control over operations
- Electronic transfer into jurisdiction's account
- Optional (*not mandatory*) electronic filing
- Full time compliance and delinquency staff, placing nearly 10,000 phone calls/month to late or delinquent filers
- Full force of Alabama law behind our efforts

Auditing

- 35 well trained, highly qualified auditors spread throughout state
- Audits instigated on behalf of local governments, not as adjunct to State audit
- Metro area audits target misapplied revenues

Reporting and Analysis

- Weekly faxed reconciliation report
- 24/7 access to Internet based report of jurisdiction's revenue activity
- End-of-month report provides revenue summary, detail payment listing, audit activity, new taxpayer listing
- Graphs and charts providing fiscal year-to-date revenue comparisons over five-year period
- In-depth analyses of revenue sources by geographic location, business type and tax type

Security and Data Backup

- Secure facility with video monitoring
- Strict adherence to segregation of duties in revenue processing, depositing, dispersing, and reporting
- Real-time, off-site electronic data backup
- Dedicated, climate controlled area for in-house data storage and retrieval
- 24-48 hour disaster recovery

Partners

Adamsville, Bessemer, Brighton, Center Point, Clay, Fairfield, Fultondale, Gardendale, Graysville, Kimberly, LakeView, Lipscomb, Midfield, Morris, Mulga, Sylvan Springs, Tarrant, Trafford, West Jefferson, Vestavia, Warrior, Westover, Vincent, Wilsonville, Riverside, Springville, Steele, Ashville

Cost

- \$2.92 or 1.90%

SAVINGS

\$54,857



Delinquent Business License Discovery and Recovery Proposal

Avenu proposes to provide the following services:

- Merge municipality's sales tax information with our extensive current database of businesses
- "Scrub" data to facilitate best matches of business identities
- Search data to identify companies/individuals likely to have done business in the municipality in past years
- Cross-check identified companies/individuals against your paid business license list
- When business is identified as likely to have done business without a license, Avenu will contact business and pursue delinquent license fee
- Direct deposit your share of recovered delinquent revenue
- Provide detailed report to you, including contact information for licenses discovered so that you may pursue renewal license in coming years, *allowing you to benefit from full amount of future license fees*

Fee

- There is NO up-front fee for this service.
- Avenu will split 50/50 recovered delinquent revenue with you the first year.

Facts

- More than 300 jurisdictions currently take advantage of the service
- More than \$52 million in delinquent fees recovered
- More than 280,054 escaped licenses discovered
- In most cases, 90% or more of discovered licenses are from out-of-town businesses

Considerations

- Immediate revenue
- Long-term revenue increased from renewals of newly discovered licenses
- Levels the playing field for local businesses competing with out-of-town businesses

Security and Confidentiality

- 35 years of service in local government revenue enhancement without compromising client data
- More than 1000 contracts in over 360 jurisdictions entrust us with sensitive tax and license data
- Activity regulated by the Alabama Taxpayer Bill of Rights and Title 40 of the Code of Alabama
- Avenu also undertakes an annual SAS-70 Type II Audit of its data and funds disbursement processes and associated administration procedures, and can provide a report from our latest SAS-70 audit upon request.
- Access to our building only by magnetic key card and is video monitored
- Processing functions adhere to strict separation of duties among employees
- Data storage is protected by real-time, off-site electronic backup and hard-copy storage

Franchise Fees



Increase Utilities' Compliance with Franchise Fees

Through their use of rights of way, utility providers present a challenge to your jurisdiction's management: it's difficult to know if they're remitting the correct amount of franchise fees due to the extensive and complex technical jargon associated with multiple revenue

streams. Since these payments can represent up to 10 percent of a local government's revenue, it's essential to review them and understand where opportunities exist to increase compliance.

The Avenu Process

Serving as an extension of your office, Avenu's tax, accounting, and legal experts engage utilities that supply telecommunications, electricity, natural gas, water and solid waste. We review their financial statements, customer lists, exemptions and the method used for calculating all revenues subject to the franchise fee. Avenu then compares the findings against payments remitted, geo-coded customer lists, and other requirements necessary and enforceable under the franchise agreement.



Avenu's Utility Experience, Your Future Revenue

Technological advancements have become widespread in delivering certain utilities, so there are more fees for equipment, connections, service upgrades, premiums, penalties and services that fall under the franchise. By performing thousands of utility audits Avenu remains fluent with industry changes and we know the potential areas

changes and we know the potential areas for misallocation, omission, and/or accounting mistakes. We also stay ahead of issues such as deregulation or streaming content in telecommunications. The judicial and legislative activity they create may affect a utility's gross receipts and your future franchise fee revenue.

Avenu Business License Discovery and Recovery Service

Since January, 2004 Avenu has discovered 280,054 escaped business licenses in Alabama. Avenu has recovered more than \$52 million in delinquent businesses license fees for 300 jurisdictions.

Comparative Historical Data Relevant to Leeds:

Population Range	Average # Escaped Licenses Recovered per City	Average Revenue Collected per City	Average Value of License Fee Recovered
10,000-12,000	567	\$110,513	\$195
Potential Value to Leeds (based on historical averages)*			
First year <i>delinquent</i> fees recovered			\$110,513.00
First year license renewal			\$110,513.00
Second year license renewal			\$110,513.00
Third year license renewal			\$110,513.00
Resulting total business license revenue			\$442,052.00
Less Avenu fee (50% of <i>delinquent</i> revenue recovered)			\$55,256.50
			\$497,308.50

*Based on experience, we believe "formerly escaped" licenses will renew for an average of at least three years. However, as with the numbers represented by the above averages, Avenu does not guarantee discovery and recovery amounts.

Cities	Licenses Discovered	Amount Recovered
Mountain Brook	111	\$29,748
Adamsville	597	\$107,895
Argo	223	\$34,373
Bessemer	4425	\$1,531,594
Birmingham	405	\$276,092
Brighton	306	\$67,828
Center Point	101	\$18,265
Clay	402	\$70,687
Midfield	1206	\$330,732
Morris	951	\$180,576
Mulga	285	\$33,446
Fairfield	481	\$184,736
Fullondale	1455	\$240,995

File Attachments for Item:

14. Resolution 2022-04-10: Consider Budget Amendment for Library Board

**CITY OF LEEDS
RESOLUTION NO.: 2022-04-10**

CONSIDER BUDGET ADJUSTMENT – LIBRARY BOARD

WHEREAS, by the authority vested in the City of Leeds by State law (i.e. 11-90-1 et seq, Code of Alabama 1975), the City Council is authorized to appropriate and to entrust public funds to the Library Board; and

WHEREAS, the Library Board is required to properly control and expend any appropriated funds from the City; and

WHEREAS, the City in order to assist in the existing budget deficit for the Board, as carried over from the past fiscal year, provided forgiveness in March of this year of certain amounts of deficits to allow the Board to regain its control over appropriated funds and its own affairs in closer coordination with the City Council; and

WHEREAS, the Board has continued to discuss plan to regain control of its allotted budget, however, in order to maintain current employment levels, the Board’s budget would need to be increased for the remainder of the fiscal year.

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

- A. The above Recitals are included herein as if fully set forth.
- B. The Clerk and Administrator are hereby directed to amend the City Budget in manner to add from the City reserve fund the amount of \$150,000.00 to the Library Board budget for the remainder of the fiscal year conditioned on the limitation that all Library employees shall be strictly limited to a maximum of 32 hours of work per week without exception.
- C. The Mayor and staff 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.

Adopted and approved this the 18th day of April 2022.

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

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

Toushi Arbitelle, 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 18th day of April 2022.

Toushi Arbitelle, CITY CLERK

EMPLOYEE	RATE	40	32	INS	INS RATE	RET - 40	RET - 32	FRINGE - 40	FRINGE - 32	Other BEN	W/C	T 40	T 32
Tisha George	\$ 16.61	\$ 664.40	\$ 531.52	\$	\$ 484.00	\$ 83.05	\$ 66.44	\$ 253.80	\$ 203.04	\$ 3.62	\$ 29.38	\$ 1,518.25	\$ 1,318.00
Amy Shorter	\$ 14.92	\$ 596.80	\$ 477.44	\$	\$ 484.00	\$ 74.60	\$ 59.68	\$ 227.98	\$ 182.38	\$ 3.62	\$ 29.38	\$ 1,416.38	\$ 1,236.50
Patrick Sessions	\$ 27.05	\$ 1,082.00	\$ 865.60	\$	\$ 484.00	\$ 135.25	\$ 108.20	\$ 413.32	\$ 330.66	\$ 3.62	\$ 29.38	\$ 2,147.57	\$ 1,821.46
Virginia Edwards	\$ 22.26	\$ 890.40	\$ 712.32	\$	\$ 484.00	\$ 111.30	\$ 89.04	\$ 340.13	\$ 272.11	\$ 3.62	\$ 29.34	\$ 1,858.79	\$ 1,590.43
												\$ 6,941.00	\$ 5,966.39
												\$ 173,524.88	\$ 149,159.70

CAS of 4/12/22 - 0 - Bad in payroll Budget.

Other line items in the budget total \$42,000, which will be used to cover: see below -

Rent - 6000.

Utilities 5500 - approx.

Sale monthly Dues - 7150.

Hoopla Program - Monthly Dues - 7120.

epire lease - 2030.

Dell computer lease - 2085.

Rent - 6000.

Ut. l - 5500.

Sale - 7150.

Hoopla - 7120.

epire - 2030

Dell - 2085

Total -> 31085.

42000

31085

10915 - For Summer Programs and emergencies

25 weeks left in this Budget year

25 X 5946.39 = 149,159.70

The library would like to request 150,000. from the city in order to continue library daily operation with reduced hours at 32 hrs per employee per week.

The library would like to request 150,000. from the city in order to continue library daily operation with reduced hours at 32 hrs per employee per week.

File Attachments for Item:

15. Resolution 2022-04-11: Consider Budget Amendment for City Park Public Fitness Equipment

**CITY OF LEEDS
RESOLUTION NO.: 2022-04-11**

CONSIDER BUDGET AMENDMENT – CITY PARK PUBLIC FITNESS EQUIPMENT

WHEREAS, the City has received an award of \$50,000.00 from Blue Cross Blue Shield of Alabama and the National Fitness Campaign Grant Committee to be applied to its efforts to establish a public access fitness area within the City parks; and

WHEREAS, it is estimated that the current phase of the project will cost an estimated \$180,000.00; and

WHEREAS, considering the grant award, the project is due to be endorsed and approved for implementation by the City Council.

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

- A. The above Recitals are included herein as if fully set forth.
- B. The City of Leeds Public Access Fitness Program for the City Park system is hereby approved for implementation.
- C. The Clerk and Administrator are hereby directed to amend the City Budget in manner to add from the City reserve fund the amount of \$130,000.00 to the necessary departmental budget for the purpose implementing and completing the City of Leeds Public Access Fitness Program for the City Park system to include, without limitation, outdoor public access exercise equipment and related programs in accordance with the BCBS (Blue Cross Blue Shield) program requirements.
- D. The Mayor and staff 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.

Adopted and approved this the 18th day of April 2022.

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

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

Toushi Arbitelle, 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 18th day of April 2022.

Toushi Arbitelle, CITY CLERK



Congratulations!

Leeds, AL has been selected as a 2022 BCBS Alabama Campaign Grant Recipient!

Dear Johnny,

On behalf of Blue Cross Blue Shield of Alabama and the National Fitness Campaign Grant Committee, we are pleased to share that Leeds, AL has been selected as a grant eligible partner in the 2022 BCBS Alabama Campaign! This notification letter confirms eligibility for one (1) 2022 NFC Grant of Contact PD for \$50,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The Grant Award of \$50,000 will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, and a countersigned copy of the attached formal GPR document within 60 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Rudy Pottorff – as your dedicated partner and champion in support of this partnership. Over the coming months, Rudy will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2022 BCBS Alabama Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2022 BCBS Alabama Campaign, and we look forward to making world-class fitness free in Leeds, AL!

Best in Fitness,

Mitch Menaged, Founder
National Fitness Campaign



Leeds, AL - National Fitness Campaign 2022 Funding Cycle Grant Program Requirements (G.P.R.)

MILESTONE 1: ADOPTION

- **Summary:** Commit to project adoption and confirm matching funding
 - **Requirement A:** Countersigned Grant Program Requirements Document
 - **Deadline: 03/30/2022**
 - **Requirement B:** Resolution of Adoption or Letter of Support
 - **Deadline: 04/05/2022**
- *Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
- **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)*
- *Refer to Official Quote and Funding Requirements Summary for details
- **Deadline: 04/29/2022**

MILESTONE 3 : SHIPMENT FOR STORAGE

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline: 05/01/2022 - 05/22/2022**

MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL

- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab (*cure time of 28 days before Fitness Court® installation*)
- **Deadline: June 2022 - pending weather**

MILESTONE 5: FITNESS COURT® ASSEMBLY

- **Summary:** Select Fitness Court® Assembly Team - NFC Factory Team EIS recommended, (EIS scope includes art install)
- **Requirement:** Confirm EIS or local contractor timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline: July 2022 - pending weather**

MILESTONE 6: PRESS LAUNCH CEREMONY

- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline: August 2022 - pending weather**

Trent Matthias, Director
National Fitness Campaign

Johnny Warren, Public Works Director
Leeds, AL

It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.

File Attachments for Item:

16. Resolution 2022-04-13: Consider Budget Adjustment for the Police Department to use Confiscated Funds

**CITY OF LEEDS
RESOLUTION NO.: 2022-04-13**

APPROVING A BUDGET ADJUSTMENT FOR POLICE EQUIPMENT AND TRAINING

WHEREAS, the City Police Department is lawfully authorized to confiscate certain property that is used in the violation of law; and

WHEREAS, subject to Council approval, the City Police Department is allowed to utilize confiscated funds for the acquisition of public safety equipment and training services; and

WHEREAS, there exists a certain amount of unused funds that have previously been confiscated by the Police Department, and those funds are available for use.

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 City Clerk shall adjust the City budget in such a manner as to allow for the use of confiscated funds, not to exceed \$28,563.46, to purchase AEDs and an additional License Plate Reader.
3. The City Clerk shall adjust the City budget in such a manner as to allow for the use of confiscated funds, not to exceed \$3,500.00, for the purpose of paying the costs of training/awards ceremony and travel for City officers.
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.

ADOPTED and APPROVED this the 18th day of April 2022.

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 the 18th day of April 2022.

Toushi Arbitelle, City Clerk

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Seized Restricted Funds Distribution Request

Paul Irwin <pirwin@leedsalabama.gov>

Thu 4/14/2022 11:14 AM

To: Toushi Arbitelle <tarbitelle@leedsalabama.gov>;Brad Watson <bwatson@leedsalabama.gov>;David Miller <dmiller@leedsalabama.gov>

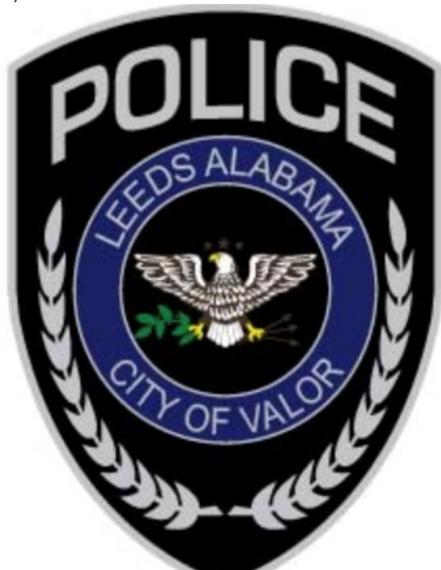
2 attachments (2 MB)

Seized Funds.pdf; 22 March Monthly.odt;

Good Morning,

I have outline the request for the distribution of seized funds request. Please let me know if you have any questions or concerns. These plates have a 15 year warrant too. I am excited for Jake and our entire department for this national award. I look forward to him receive it again next year and the following year our department will be receiving a national award because it is my goal for 2024 National Law Enforcement Memorial Officers Wellness and Safety Award. We won this award in Pell City and I know we are developing a department that will be the best. Our productivity has been amazing. Hopefully, we will run every one who is committing crime away or put them in prison. Thank you all for your support.

Paul A. Irwin Jr. Esq.
Chief of Police
Leeds Police Department
1040 Park Drive
Leeds, Alabama 35094
(205)699-2581



Items for the SWAT Team Tools, AEDS, License Plate Reader, Funds Transfer for Training class and awards ceremony in Chicago

Helmets Estimates	x2		\$4,679.89
Dynamic Entry Ram	x2		\$1,000.00
Bolt Cutters	x2		\$500.00
Haligan Tool	x2		\$500.00
Gulf Coast Tactical Plates with Carriers, Launcher and Protechnic Bangs		<	\$15,000.00
AEDs	x23		\$14,950.00
License Plate Reader for New Vehicle Used for			\$13,613.46
Training and Awards Ceremony in Chicago and request for funds transferred to training line item # 22-4330			\$3,500.00
Total Funds requested from Restricted Seized Funds			\$53,743.35

Aed Market

3011 Harrah Dr. Suite R
Spring Hill, TN 37174 US
info@aedmarket.com
www.aedmarket.com



AED MARKET

Estimate

ADDRESS

Paul Irwin
Pell City Police Department
1905 1st Avenue North
Pell City, AL 35125
United States

SHIP TO

Paul Irwin
Pell City Police Department
1905 1st Avenue North
Pell City, AL 35125
United States

ESTIMATE # 3495

DATE 04/12/2022

ITEM	QTY	RATE	AMOUNT
Defibtech Lifeline View AED - Recertified Includes: AED, new adult pads, new battery, carrying case, one year warranty.	23	650.00	14,950.00
Shipping and Taxes no cost for shipping or taxes	1	0.00	0.00T
Please let me know if you have any questions.		SUBTOTAL	14,950.00
Thank you		TAX	0.00
Chris Hendershot		TOTAL	\$14,950.00
AED Market			
1-800-441-8378 ext 700			

Accepted By

Accepted Date

		Vetted Security Solutions 4185 35th St N Saint Petersburg, FL 33714 Office: (727) 440-3245			
Purchaser:	Leeds Police Department (AL)	Quote Expires:	04-30-2022		
Project Name:	Leeds PD Mobile unit	Quote Number:	00004787		

PROJECT QUOTATION

We at Vetted Security Solutions are pleased provide you with the following quote for the above referenced project:

Scope of Work:

Hardware				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
CDM-2-L5M	Vigilant Mobile LPR 2-Camera 'L5M	1	\$10,000.00	\$10,000.00
GSA-VSS-U-BASE-SET	High Impact Camera Magnet	2	\$294.23	\$588.46

Software				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSBSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for up to 14 total camera units	2	\$525.00	\$1,050.00
SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	1	\$995.00	\$995.00

Services				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSS_MOBI LE_INSTAL L	Mobile Installation	1	\$750.00	\$750.00

Shipping				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VS-SHP-01	Vigilant Shipping - Required per mobile system	1	\$230.00	\$230.00

Hardware Cost:		\$10,588.46
Software Cost:		\$2,045.00
Services Cost:		\$750.00
Shipping Cost		\$230.00
Warranty Cost:		\$0.00
Extended Total Cost:		\$13,613.46

Proposal Notes:

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above stated bill of materials.
3. If using grant funds, all grant deadlines must be specified on purchase order prior to acceptance.
4. If you are purchasing a trailer of any kind, please ensure you list the trailer color on the purchase order.
5. Complete system includes 1-year hardware warranty, extended warranty options are available.
6. The expected lead time for hardware and installation is 30-60 days.
7. Connectivity is assumed Cellular on department supplied cell card to the MDC for real time connectivity to LEARN database.
8. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
9. **CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.**
10. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee or charge, Purchaser shall reimburse Vetted Security Solutions therefor or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.
11. **Any quote which exceeds \$100,000 has additional terms and conditions which will have to be agreed upon by both parties.**

Quoted by Bobby Yancey

Phone: (256) 473-4217 email: byancey@vettedsecuritysolutions.com

Primary Contact:

	Project Total: \$13,613.46	
Accepted By:	Date:	P.O#

Please email purchase order to:
InsideSales@vettedsecuritysolutions.com

File Attachments for Item:

17. Resolution 2022-04-14: Consider Budget Amendment to reimburse the Fire Department's Training/Education Fund

CITY OF LEEDS

RESOLUTION NO.: 2022-04-14

RESOLUTION APPROVING AND AUTHORIZING A BUDGET AMENDMENT AND RELATED EXPENDITURES

WHEREAS, certain refunded training expenses from October 2020 have been identified as set forth herein; and

WHEREAS, the aforementioned refund was not previously expended in the City’s 2020-2021 budget; and

WHEREAS, in order for these funds to be used within the current fiscal year, the City Council would have to authorize the anticipated training which would result in a reduction in the general fund balance.

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 budget amendment requests as set forth in the itemized list below are hereby authorized and approved in the amounts as set forth and to be expended from the City reserve account.

Item	Cost Estimate
Fire Department 26-4330	\$12,900.00

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.

ADOPTED and APPROVED this the 18th day of April 2022

CITY OF LEEDS, ALABAMA:

DAVID MILLER, MAYOR

DATE

AYES: _____

ATTEST:

NAYS: _____

ABSENT FROM VOTING: _____

TOUSHI ARBITELLE, CITY CLERK

ABSTAIN: _____

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 the 18th day of April 2022.

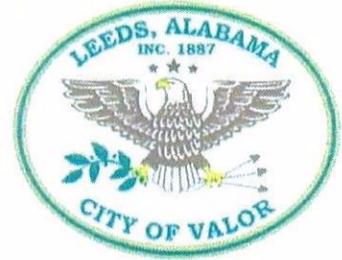
Toushi Arbitelle, City Clerk

City of Leeds - General Fund

Type: All transactions · Status: All statuses · Delivery method: Any · Name: CITY OF LEEDS FIRE DEPT · Date: All dates

Date	Type	No.	Project	Memo	Due date	Balance	Total	Status
04/21/2020	Sales Receipt	4202				\$0.00	\$1,500.00	Paid
10/16/2020	Sales Receipt	5473				\$0.00	\$12,900.00	Paid
08/30/2021	Sales Receipt	8407				\$0.00	\$8,500.00	Paid
12/09/2021	Sales Receipt	9210				\$0.00	\$5,680.00	Paid
01/04/2022	Sales Receipt	9409				\$0.00	\$2,172.60	Paid

City of Leeds - General Fund
1400 9th St
Leeds, AL 35094 US
+1 2052292970
tarbitelle@leedsalabama.gov



SALES RECEIPT

BILL TO
CITY OF LEEDS FIRE DEPT

SALES # 5473
DATE 10/16/2020

PMT METHOD
Check

ACTIVITY	AMOUNT
01-3997 MISC FEES AND REFUNDS	12,900.00
Christopher Tipton's Herzing Tuition (Paramedic Tuition)	

TOTAL	12,900.00
BALANCE DUE	\$0.00

PRINTED ON LINEMARK PAPER • HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK

CASHIER'S CHECK

6565102471

0065551 Office AU # 11-24 1210(8)

Remitter: CHRISTOPHER TIPTON Operator I.D.: u761895 u395045

October 5, 2020

PAY TO THE ORDER OF ***CITY OF LEEDS***

Twelve Thousand Nine Hundred and 00/100 -US Dollars

\$12,900.00

Payee Address: Memo:

WELLS FARGO BANK, N.A. 1600 MONTGOMERY HWY HOOVER, AL 35216 FOR INQUIRIES CALL (400) 394-3122

VOID IF OVER US \$ 12,900.00 [Signature] Authorized Signature

⑈6565102471⑈ ⑆121000248⑆4861 513117⑈

Tuesday, October 6, 2020 at 10:17:44 Central Daylight Time

Subject: Tuition totals for Tipton

Date: Monday, September 14, 2020 at 11:08:54 AM Central Daylight Time

From: Thomas, Renae

To: Adam Courington

Here are the totals for Christopher Tipton's tuition; I broke it down by semesters.

P1 - \$2305

P2 - \$3245

P3 - \$4035

P4 - \$3315

-
\$12,900.00 Total

Please let me know if you need anything else.

Renae

Renae Thomas

*Administrative Assistant III
Herzing University Birmingham
Direct Line (205) 271-4266
(205) 916-2800 X 06103*