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# **CITY OF LEEDS, ALABAMA**

## **FINANCE COMMITTEE MEETING AGENDA**

City Hall Annex - 1410 9th St, Leeds, AL 35094

**November 23, 2021 @ 10:00 AM**

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### **CALL TO ORDER**

### **ROLL CALL**

### **OLD BUSINESS**

### **NEW BUSINESS**

- [1.](#) Budget Amendment - Parks - Memorial Park - Replace Play Tower - Prices noted in the quote have increased by 10%.
- [2.](#) Agreement - City Project - Downtown ATRIP
- [3.](#) CIVIC APPROPRIATION APPLICATION - WOMAN'S LITERARY CLUB - \$3,000.00
- [4.](#) Budget Amendment - Leeds Arts Council - Annual Funding Request - \$10,000.00
5. Monthly Reports

### **ADJOURNMENT**

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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. Budget Amendment - Parks - Memorial Park - Replace Play Tower - Prices noted in the quote have increased by 10%.



c/o Struthers Recreation, LLC.  
P.O. Box 1178  
Pelham, AL 35124  
Phone: 800-221-8869  
Fax: 205-663-5012

# Replacement Toddler Playground

City of Leeds Parks and Recreation  
Attn: Keith Hager  
1000 Park Drive  
Leeds, AL 35094  
keithhager@icloud.com

Ship to Zip 35094

Quantity	Part #	Description	Unit Price	Amount
1	EKB02I	GameTime - ECHO PreSchool Blom Inground	\$17,323.00	\$17,323.00
Contract: OMNIA			<b>Sub Total</b>	\$17,323.00
			<b>Discount</b>	(\$2,771.68)
			<b>Material Surcharge</b>	\$2,403.57
			<b>Freight</b>	\$323.44
			<b>Total</b>	<b>\$17,278.33</b>

**Remit Payment to:**

GameTime  
P.O. Box 680121  
Fort Payne, AL 35968

**Taxes:**

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

**Prices:**

FOB Factory.

**Orders:**

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships. Standard orders with equipment, installation and surfacing are requested to be split billed. Equipment, Taxes & Freight as noted above. Installation and Surfacing billed as completed and Due Upon Receipt.

**Terms:**

Cash With Order Discount-(CWO)-Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount. Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require: Completed Project Information Sheet (if applicable) Copies of Payment and Performance Bonds (if applicable) A 1.5% per month finance charge will be imposed on all past due invoices. Retainage not accepted. Orders under \$5,000 require payment with order.

**OMNIA Partners Contract #2017001134**

**Purchase Orders must be made out to GameTime when purchasing through the contract.**

**File Attachments for Item:**

2. Agreement - City Project - Downtown ATRIP

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **CITY OF LEEDS, ALABAMA**, hereinafter referred to as the Owner, and **GOODWYN MILLS CAWOOD, LLC**, hereinafter referred to as the Engineer.

WHEREAS, the Owner desires to have professional engineering services and consultation performed relative to the preparation of plans for construction of

**Pedestrian and Streetscape Improvements along Parkway Drive (US 78) from 7<sup>th</sup> Street to 9<sup>th</sup> Street  
and along 9<sup>th</sup> Street from Railroad Avenue to 1<sup>st</sup> Avenue**

**The project will include New Sidewalks, Landscaping and Updated Pedestrian Lighting Fixtures**

**(Construction Is Funded by the Transportation Alternatives Program (TAP))**

hereinafter referred to as the Project and not having engaged any other engineers for the Project, Owner desires to retain the Engineer as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the Owner and Engineer do agree, each with the other, as follows:

### **ARTICLE 1. Basic Services.**

#### **Preparation of Construction Plans**

- 1.1 On the basis of the accepted preliminary design documents and the opinion of probable Project Cost, prepare final drawings that show the character and extent of the Project (hereinafter called "Drawings").
- 1.2 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.
- 1.4 Perform Topographic Survey of entire project area. Survey shall be performed in state plane coordinates.
- 1.5 Prepare and submit environmental documentation (PCE1 and PCE2) to ALDOT for review and approval.
- 1.6 Furnish copies of the above documents and present and review this in person with OWNER.

- 1.7 Perform project design, including sidewalk, landscaping and pedestrian lighting. Submit final design drawings to the ALDOT for review and approval, and provide revised documents necessary to obtain ALDOT approval of the documents.

## **ARTICLE 2. Additional Services**

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the Owner and Engineer shall agree through a written amendment hereto, for the Engineer to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the Owner as indicated in the Agreement.

- 2.1 Services to submit and obtain environmental clearances and permits as required for utilization of funds for Federal Aide project.
- 2.2 Geotechnical services related to soil borings and / or pavement cores.
- 2.3 Right-of-Way Services as required to comply with the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federally Assisted Programs as contained in 49 CFR Part 24 (Code of Federal Regulations) and "Authorization" provisions as contained in 23 CFR, Part 635.306(c).
- 2.4 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
- 2.5 Providing renderings or models not defined as part of construction plans for Owner's use.
- 2.6 Services related to appraisals of property being acquired as a result of this project.
- 2.7 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- 2.8 Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.9 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

### ARTICLE 3. Responsibilities of the Owner

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The Owner shall provide all criteria and complete information as to the Owner's requirements for the Project and shall furnish all design and construction standards which the Owner will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The Owner will assist the Engineer by placing at the Engineer's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The Owner shall arrange for access to and make all provisions for the Engineer to enter upon public and private property to perform surveying, testing and other data collection as required for Engineer to perform services under this Agreement. Owner shall appoint and designate in writing a person to act as Owner's site access representative for such purpose, and shall include contact information for the individual so designated. Owner agrees to hold the Engineer harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from Owner's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The Owner shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The Owner shall also provide such legal services as the Owner may require or the Engineer may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the Engineer to carry out its obligations under this Agreement. It is expressly understood and agreed that the Engineer itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The Owner agrees to pay Engineer the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.

3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections. Routinely perform site visits to observe the progress and quality of the various aspects of contractor’s work and to determine, in general, if such work is proceeding in accordance with the Owner’s requirements of the Project.

**ARTICLE 4. Compensation**

4.1 The OWNER will pay ENGINEER a lump sum fee of **\$145,000.00** for all necessary survey, environmental documentation, sidewalk design and electrical engineering (pedestrian lighting) associated with the project. The OWNER will be invoiced monthly for percentage of work completed. The breakdown of these fees is as follows:

Topographic Survey	\$ 23,500.00
Streetscape Design to ALDOT Standards	\$ 92,000.00
Lighting Fixtures Upgrades (Electrical Engineering)	\$ 10,500.00
Landscape Architecture Design	\$ 12,500.00
Environmental Documentation (PCE1 and PCE2)	\$ 6,500.00

4.2 The Owner agrees to pay the ENGINEER for Additional Services, as described in Article 2, an hourly fee based upon the attached GM&C Standard Rate & Fee Schedule.

4.3 Payments will be made as work progresses based on invoices submitted by the Engineer. Payment amounts shall be based the lump sum fee for Basic Services and the percentage of completion and the GM&C Standard Rate & Fee Schedule for Additional Services and the number of hours invoiced.

4.4 The Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer’s compensation, that are mutually agreed upon by the Owner and the Engineer, shall be incorporated in written amendments to this Agreement.

4.5 Compensation for services performed by Engineer’s employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by Owner at a rate of two times the Engineer’s standard hourly rates. Whenever Engineer’s bill to Owner includes charges for Engineer’s consultants for such services, those charges shall be the amounts billed by Engineer’s consultant to Engineer times a factor of two.

**ARTICLE 5. Relationship of the Parties**

5.1 The parties intend that this Agreement create an independent contractor relationship between them. The Engineer is a professional corporation and is not an agent or employee of Owner for any purpose. The Engineer cannot and will not represent that he has the authority to bind Owner in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that Engineer may serve as the Owner’s representative with full authority to participate therein as designated in Article 1, above.

- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Owner and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and the Engineer and not for the benefit of any other party.
- 5.4 The Owner and the Engineer each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the Owner nor the Engineer shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law . Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Engineer from employing such independent professional associates, consultants, subcontractors, and vendors as the Engineer may deem appropriate to assist in the performance of services hereunder.
- 5.6 Engineer may employ such independent professional associates, consultants, subcontractors, and vendors as the Engineer may deem appropriate to assist in the performance or furnishing of services under this Agreement. Engineer shall not be required to employ any consultant unacceptable to Engineer.

#### **ARTICLE 6. Ownership and Use of Project Documents**

- 6.1 All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by the Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 Owner may make and retain copies of documents for information and reference in connection with the services by Owner. Engineer agrees that Engineer will make available to Owner, in hard copy or electronic form, the documents constituting the instruments of service. Such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Owner shall

indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.
- 6.6 The Engineer shall retain all project records for a period of three (3) years following completion of the project. The Owner, EDA, the Comptroller General of the United States, the Inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Engineer (which are directly pertinent to the specific project) for the purpose of making an audit, examination, excerpt, and transcriptions.

#### **ARTICLE 7. Liability and Indemnity**

- 7.1 The Engineer will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the Engineer.
- 7.2 Owner may not utilize Engineer's construction cost estimate after thirty calendar days from the date of delivery to Owner without Engineer's written consent. Estimates of cost are made on the basis of the Engineer's experience, qualifications, and professional judgment, but since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, Engineer cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by Engineer. Approvals, recommendations, estimates and decisions by the Engineer are made on the basis of the Engineer's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

#### **ARTICLE 8. Termination**

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due Engineer at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and Engineer's reasonable cost of winding down its services after termination.

#### **ARTICLE 9. Miscellaneous**

- 9.1 This Agreement represents the entire and integrated Agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the Owner and the Engineer.

- 9.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 9.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the Engineer's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 9.4 This Agreement is to be governed by the laws of the State of Alabama.

**WHEREFORE**, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

**OWNER:**

**ENGINEER:**

**CITY OF LEEDS, ALABAMA**

**GOODWYN, MILLS & CAWOOD, INC.**

By: \_\_\_\_\_  
Honorable David Miller, Mayor

By: \_\_\_\_\_  
Keith Strickland, P.E., Engineering Manager

Attest:  
  
\_\_\_\_\_  
City Clerk

Attest:  
  
\_\_\_\_\_

**File Attachments for Item:**

3. CIVIC APPROPRIATION APPLICATION - WOMAN'S LITERARY CLUB - \$3,000.00

## Woman's Literary Club of Leeds

October 20, 2021

Mayor David Miller  
City of Leeds  
1400 Ninth Street  
Leeds, Alabama 35094

Dear Mayor Miller:

The Woman's Literary Club of Leeds celebrated its 96<sup>th</sup> year on October 23, 2020, making it Leeds' oldest women's service organization. The club supports projects and activities in our community which include public issues, arts, conservation, education, home life, international outreach, and community improvement projects. We are affiliated with the General Federation of Women's Clubs and the Alabama Federation of Women's Clubs.

Activities during this year included participation in the Leeds Outreach Earl Street Christmas for Children program, donation of Teddy Bears for use by the Leeds Police when addressing domestic issues, contribution of 800+ books to Leeds Primary School for distribution in the Spring of 2021, that will allow children to take the books home, and providing a \$500 scholarship to three High School seniors to defray college expense. We have sponsored essay contests during the thanksgiving season to encourage students to express gratitude. In addition, the club contributes to the Leeds Arts Council, the Leeds Jane Culbreth Library as well as to each of the school libraries. This year we plan to provide a gift of bees to assist a needy family in a third world country through Heifer International.

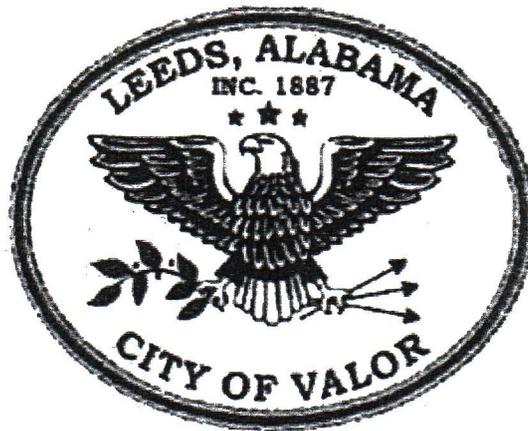
We respectfully request a grant of \$3,000.00 (if funds allow the increase, otherwise, \$2,000.00 as we received last year) from the City Council of Leeds. This funding would enable our club to do more to address needs in our community. Specifically, we would like to increase the number of scholarships in our school system and to increase funding for programs hosted by our library.

We thank you for your consideration.

Sincerely,



Jo Ann Malone, President  
6534 Louise Street  
Leeds, Alabama 35094



**City of Leeds**

**Civic Appropriation Application**

**PART 1. APPLICANT INFORMATION**

**Name/Agency:** Woman's Literary Club of Leeds

**Funding Request:** \$3,000.00 (if funds allow the increase, otherwise \$2,000.00 as we received last year)

**Mailing Address:** c/o Jo Ann Malone, President  
6534 Louise Street, Leeds, AL 35094

**Physical Address:** n/a

**Phone:** President Jo Ann Malone 205-531-2132

**Email:** [joannskmalone@yahoo.com](mailto:joannskmalone@yahoo.com)

**Website:** n/a

**EIN (Federal Tax ID Number):** 631058091

**Date Application Completed and Turned In:** October 20, 2021

**Executive Director:** n/a

**Chairman of the Board/President Name:** Jo Ann Malone 2020-2022

**Year Organization Founded:** 1923

**Check Which Best Applies to Your Request:**

Arts and Culture

Economic Development

City Wide Community Enhancement

Human Services

**SUMMARY/PURPOSE OF GRANT**

- 1. In the space below, provide your organization's Mission Statement.**  
**The Woman's Literary Club of Leeds is dedicated to community improvement by enhancing the lives of others through volunteer service.**
  
- 2. Organization Description. Provide an overall description of your organization. (100 word maximum)**  
**The Club is a member of the Alabama Federal of Women's Clubs (organized in 1895) and the General Federation of Women's Clubs (founded in 1890). GFWC members number in excess of 80,000 in affiliated clubs in every state, the District of Columbia, and more than a dozen countries. Members work in their own communities to support the arts, preserve natural resources, advance education, promote healthy lifestyles, encourage civic involvement, and work toward world peace and understanding. GFWC clubs and clubwomen are the fabric that binds not only the Federation, but the communities in which they live and work. Since 1890, GFWC and the individual clubs' impact has been felt throughout communities across the United State and the globe.**
  
- 3. Describe your program or project and the goals of the program or project. Include information on outreach initiatives and information on partnerships with other organizations that will enhance or expand the program or project (100 word maximum)**

**We serve the community through Community Service Programs outlined by the GFWC. They include:**

**Arts and Culture Community Service Program**

**Our club is a corporate member of the Leeds Arts Council, Inc. and serve the Leeds Theatre and Arts Center by promoting their schedule, volunteering as hostess for various programs and providing a scholarship for the annual Summer Student Theatre Workshop.**

**Civic Engagement and Outreach Community Service Program**

**This Community Service Program highlights and encourages citizenship; crime prevention, safety, and disaster preparedness; the needy, hungry, and homeless; and our military personnel and veterans.**

**The club encourages individual contributions to the Leeds Outreach on a monthly basis. The club sponsors a child each November for the Earl Street Christmas Program with Leeds Outreach.**

### **Education and Libraries Community Service Program**

**The club makes annual donations to the Leeds Jane Culbreth Library and the library at each City school. The club is also a member of the Friends of the Leeds Jane Culbreth Library and provides funding for a portion of the Summer Reading Program.**

**Since 2018 the club has provided books for each student at the Leeds Primary School to take home for the summer along with material on the Summer Reading Program at the Leeds Jane Culbreth Library. The club sponsors an Essay Contest each November for the Leeds Middle School. We award scholarships annually to female high school seniors at the Leeds High School, based on applications. In May of 2021, we awarded three \$500.00 scholarships to Leeds High School applicants.**

### **Environment Community Service Program**

**We encourage becoming stewards of the earth by working to preserve the world's resources, protect wildlife and domesticated animals, live sustainably, and beautify our communities and enjoy nature. We promote conservation and recycling.**

### **Health and Wellness Community Service Program**

**The human body, mind, and spirit comprise our health and wellness. To improve our well being, we must address three key components: nutrition, disease prevention, and physical and emotional care. This Community Service Program aims to explore the various opportunities for awareness and advancement of each of these vital areas.**

- 4. Please clearly show all in-kind matches to your agency or organization. Please list the donor and describe in in-kind match.**

**Donations of school supplies to the Leeds City Schools by the club or individual club members**

**Donations of food items to Leeds Outreach by the club or individual club members**

- 5. Please clearly list any cash matches to your organizations.**

n/a

- B. Explain how requested funds will be spent. In case of partial funding, how will the budget be modified? (100 word maximum)**

**Annual donations to:**

**Leeds Jane Culbreth Library  
Leeds Elementary School Library  
Leeds High School Library  
Leeds Outreach  
Leeds Historical Society  
Ann's New Life Center**

**Leeds Primary School Library  
Leeds Middle School Library  
Heifer International  
Leeds Arts Council  
Friend of the Library  
The Red Barn**

**The club makes donations based on our budget and funds on hand. Prior to the COVID crisis our membership was reduced dramatically from 15 to 5. Our numbers have increased again to a total membership of 12. We fund our donations based on our membership dues, proceeds from our annual fund raiser and membership generosity. Without the generosity of the City last year our club would not have been able to fund our usual projects. 2021 has been a better year, but our annual fund raiser was not up to our usual profit level.**

- C. Describe the effectiveness of your fundraising efforts and address how your organization is working to increase its earned income (250 word maximum)**

**The club holds our Annual Plant Sale each April. This is the only fundraising event we currently hold. The revenue from it is down for 2021 due the drop in our membership numbers and the limitations of the COVID restrictions on marketing and the public's interest and personal budgets.**

- D. How will the success of the program/project be defined and measured? Describe your evaluation method and who will determine if the program/project was a success? (250 word maximum)**

**Efforts of assistance to others, financial and otherwise, given in faith as a seed of hope that will produce in abundance, cannot be measured in graphs and charts. We give because we see the need, and trust that will produces a measure of success to the recipient(s).**

- E. Please list the names, qualifications and experience of your staff, especially as regards the program/project you wish to fund.**

**We have no staff, only members.**

## **PART II: NEED & IMPACT**

**1. In the space below, describe why your project or program is needed. Why will funding this program be a success to the organization's theory of change. Cite Sources and Evidence. Explain how it is not duplicated by other agencies or the City of Leeds (500 word maximum)**

**a. The Community Services Programs we fund and support are perpetual. We not only provide funds to address the issues covered by the Programs but also the concern and time of our members. The needs we address will not go away, but someone must care enough to be there and make an effort to make a difference.**

**Although the City of Leeds may fund some of the entities, our donations are provided for targeted needs.**

**2. In the space provided, list the expected outcomes for the project/program that you are hoping to fund (250 word maximum)**

**Our goal is to improve the lives of the citizens of Leeds and promote a sense of civic duty to one another.**

**3. Explain why you believe the City of Leeds needs to fund this program or project. (100 word maximum)**

**The revenue for our club comes from membership dues and one annual fundraiser, a Plant Sale each April. In the spring of 2020, our membership reduced dramatically. Our membership fell from 15 to 5. The revenue from the Plant Sale was greatly reduced, because of the drop in our membership numbers and the limitations of the COVID restrictions on marketing and the public's interest and personal budgets. The Plant Sale for 2021 has been more profitable, but not sufficient to fund our projects through 2022.**

## **Part III. ADMINISTRATION AND BUDGET**

### **Budget and Budget Narrative**

**A. Complete the following using your most recent IRS 990 Attachment 3 of financial statements.**

- i. Total Agency Revenues \$**
- ii. Total Agency Expenses**
- iii. Grant Request as a percentage of the Total Agency Revenue \$**

**We do not file an individual IRS 990, we file under the Alabama Federation of Women's Club.**

**APPLICATION CHECKLIST**

√ **Completed Application (6total, 1 original + 5 copies)**

**n/a Attachment 1: Articles of Incorporation**

**n/a Attachment 2: Current Certificate of Good Standing from the Secretary of State**

**n/a Attachment 3: Letter Demonstrating non-profit 501©(3) Status of the Federal Tax Code**

**n/a Attachment 4: List of the Agency's Board of Directors**

**n/a Attachment 5: Budget for the Program that the City of being requested to fund.**

√ **Attachment 6: Annual Budget Adopted by the Board of Directors/Club Members**

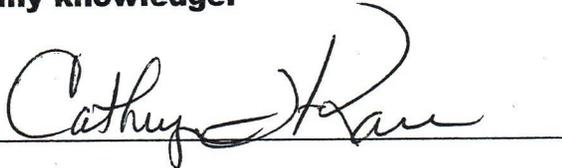
**n/a Attachment 7: Financial Statement (Audit or IRS Form 990) for agencies with annual budgets of \$25,000 or more**

√ **Attachment 8: Bylaws of the Agency**

**n/a Attachment 9: Statement Indicating if City Funding will be used to Match Federal, State or Foundation Grant**

√ **Attachment 10: A signed statement certifying that all information is correct to the best of your knowledge.**

**I certify that the information contained in this application is correct to the best of my knowledge.**



**Cathryn T. Karr, Secretary**

**Woman's Literary Club of Leeds**

THE WOMAN'S LITERARY CLUB OF LEEDS  
PROPOSED BUDGET

FISCAL YEAR: JUNE 1, 2021-MAY 31, 2022

PROJECTED DUES INCOME (15 Members at \$40 each) 620.00  
(1 reserve members at \$20)

EXPENSES/DONATIONS:

GFWC/AFWC DUES/PRESIDENT'S PROJECT \$292.00  
CENTRAL DISTRICT DUES 20.00

MEMBERSHIPS:

Leeds Arts Council \$100.00  
Leeds Historical Society 25.00  
Friends of the Library 20.00  
Leeds Chamber of Commerce 75.00

DONATIONS/AWARDS:

Leeds Jane Culbreth Library 50.00  
Leeds Primary School Library 50.00  
Leeds Elementary School Library 50.00  
Leeds Middle School Library 50.00  
Leeds High School Library 50.00  
Heifer International 100.00  
Leeds Middle School Essay Contest 75.00

## BYLAWS OF WOMAN'S LITERARY CLUB OF LEEDS

(Revised February 13, 2018)

## ARTICLE I

Section 1. All dues shall be \$40 per year, payable by the September meeting.

Section 2. A person elected to membership in the first half of the year shall pay the regular dues, but, if elected in the last half of the year, she shall pay \$20.

Section 3. Each year every member is expected to serve as a hostess or co-hostess for a meeting.

Section 4. Members are requested to notify the hostess if unable to attend a meeting.

Section 5. A canceled meeting automatically relieves the hostess and program leader.

Section 6. The Treasurer shall notify the members who have failed to pay their dues by the April meeting.

## ARTICLE II

Section 1. The regular term of office for all officers shall begin after installation in May.

Section 2. Officer's duties are those applicable to the office as prescribed by the governing documents of the club, federation, and parliamentary authority adopted.

Duties include:

President: Serve as the administrative and presiding officer: prepare an agenda and preside at all meetings, appoint all committees, serve as ex-officio member on all committees (except the nominating committee), without vote except in the case of a tie; and shall represent the club at federated meetings.

Vice President: Be responsible for programs, preside in the absence of the president.

Recording Secretary: Record the proceedings of the meetings and provide a copy to the president prior to the next meeting, keep on file committee reports, the official membership roll, conduct the general correspondence for the club, prepare the annual historian's report, and keep a copy of the governing documents.

Treasurer: Handle the funds, provide monthly reports and an annual report.

Historian: Prepare a written report of the club's yearly activities to be presented at the annual meeting and filed with the recording secretary.

Parliamentarian: Serve as the consultant on parliamentary issues and questions.

Section 3. The President shall appoint standing committees subject to the approval of the Executive Board and be ex-Officio of the same without the right to vote, except in the case of a tie.

Section 4. The Recording Secretary and Treasurer shall make a report at the Annual Meeting.

Section 5. Memorials, in the amount of \$50, will be made to a member's designated church, organization, or charity in the death of a member's immediate family (husband, child, grandchild or parent). In the event of other bereavements, cards will be sent by the Cards and Memorials Committee.

Section 6. Cards will be sent in the event of a member's illness.

Section 7. Names of deceased members will be placed by the President in the Third District Memorial Book. A memorial in the amount of \$50 will be made to a designated church, organization, or charity, and the member's family notified. A resolution from the club will also be given to the immediate family.

Section 8. The parliamentary authority of the club shall be the latest edition of Robert's Rules of Order, Newly Revised.

**File Attachments for Item:**

4. Budget Amendment - Leeds Arts Council - Annual Funding Request - \$10,000.00



City of Leeds  
Civic Appropriation Application

PART I. APPLICANT INFORMATION

Name/Agency: Leeds Arts Council

Funding Request: \$10,000

Mailing Address: 8140 Parkway Dr, Leeds, AL 35094

Physical Address: 8140 Parkway Dr, Leeds, AL 35094

Phone: 2056991892 Email: leedsartscouncil@gmail.com

Website: leedsartscouncil.org

63-1080635

EIN (Federal Tax ID Number): \_\_\_\_\_

Nov 15th 2021

Date Application Completed and Turned In: \_\_\_\_\_

Executive Director: \_\_\_\_\_

Chairman of the Board/President Name: Amanda Rae Trott

Year Organization Founded: 1985 / gained 501(c)(3) status in 1993.

Check Which Best Applies to Your Request:

Arts & Culture

City Wide Community Enhancement

Economic Development

Human Services

**A. ORGANIZATIONAL SUMMARY/PURPOSE OF GRANT****1. In the space below, provide your organization's Mission Statement.**

We strive to build and maintain, through a non-profit plan, a program for the advancement of the arts. We wish to cultivate an interest in the arts and to provide an opportunity and place for participation in the arts for the community. ❖

**2. Organization Description. Provide an overall description of your organization. (100 word maximum)**

Our hope is to foster and encourage public appreciation for the arts and teaching of art, drama, theatre, music history, and art appreciation. We provide the space for this to happen.

**3. Describe your program or project and the goals of the program or project. Include information on outreach initiatives and information on partnerships with other organizations that will enhance or expand the program or project. (100 word maximum)**

We intend on encouraging more involvement in the community by re-establishing our music, art, and theatre shows after a complete pause for the whole of 2020. We are in DESPERATE need a new roof and to upgrade our sound system! The new roof estimate is 28K

**4. Please clearly show all in-kind matches to your agency or organization. Please list the donor and describe the in-kind match.****5. Please clearly list any cash matches to your organization.**

**PART II: NEED & IMPACT**

- 1. In the space below, describe why your project or program is needed. Why will funding this program be a success to the organization's theory of change. Cite Sources and Evidence. Explain how it is not duplicated by other agencies or the City of Leeds.(500 word maximum)

Our project is needed because we are the only establishment in town providing a space to display art, music, theatre, comedy and a wide range of other artistic endeavours. We also provide summer music camps and acting classes for children. This is a community space that is invaluable to the city of Leeds. In addition we hope we will draw people to the downtown area of Leeds and show exactly how much culture and arts our city has to offer!

- 2. In the space provided, list the expected outcomes for the project/program that you are hoping to fund. (250 word maximum)

The Leeds Arts council is prioritizing funding to nurture and heal our community through the arts; to keep the doors of our arts and cultural institutions open; to protect jobs in the creative field; and to preserve our cultural heritage, our stories, and our culture bearers.

- 3. Explain why you believe the City of Leeds needs to fund this program or project. (100 word maximum)

Nationally, the nonprofit arts and culture industry generated \$166.3 billion of economic activity during 2015—\$63.8 billion in spending by arts and cultural organizations and an additional \$102.5 billion in event-related expenditures by their audiences. This activity supported 4.6 million jobs and generated \$27.5 billion in revenue to local, state, and federal governments (a yield well beyond their collective \$5 billion in arts allocations). The Arts & Economic Prosperity 5 study shows conclusively that, locally as well as nationally, the arts mean business!

**Part III. ADMINISTRATION AND BUDGET**

**Budget and Budget Narrative**

- A. Complete the following using your most recent IRS 990 Attachment 3 of financial statements.

- 1. Total Agency Revenues \$ \$41030 \_\_\_\_\_
- 2. Total Agency Expenses \$ \$71007 \_\_\_\_\_
- 3. Grant Request as a percentage of the Total Agency Revenue \$ 24% \_\_\_\_\_

- B. Explain how requested funds will be spent. In case of partial funding, how will the budget be modified? (100 word maximum)**

Our new roof is going to be \$28,800 - we also are planning to upgrade our sound system which could cost us \$10,000 easily.

- C. Describe the effectiveness of your fundraising efforts and address how your organization is working to increase its earned income. (250 word maximum)**

We continually work towards increasing membership and attendance at every show and play that we put on.

- D. How will the success of the program/project be defined and measured? Describe your evaluation method and who will determine if the program/project was a success? (250 word maximum)**

The success of events we put on will be a cornerstone of tourism for Leeds. We hope to draw people from the Bucces/Barber area into downtown Leeds to see all of the arts and culture our city has to provide.

- E. Please list the names, qualifications and experience of your staff, especially as regards the program/project you wish to fund.**

Amanda Trott - President of the Board of Directors has been a musician and songwriter for 20 years and has been instrumental in putting on festivals throughout the country as well as helping with the music portion of Birmingham's Art Walk.

**APPLICATION CHECKLIST**

- \_\_\_\_ **Completed Application (6 total. 1 original + 5 copies)**
- \_\_\_\_ **Attachment 1: Articles of Incorporation**
- \_\_\_\_ **Attachment 2: Current Certificate of Good Standing from the Secretary of State**
- \_\_\_\_ **Attachment 3: Letter Demonstrating non-profit 501©(3) Status of the Federal Tax Code**
- \_\_\_\_ **Attachment 4: List of the Agency's Board of Directors**
- \_\_\_\_ **Attachment 5: Budget for the Program that the City is being requested to fund.**
- \_\_\_\_ **Attachment 6: Annual Budget Adopted by the Board of Directors**
- \_\_\_\_ **Attachment 7: Financial Statement (Audit or IRS Form 990) for agencies with annual budgets of \$25,000 or more.**
- \_\_\_\_ **Attachment 8: Bylaws of the Agency**
- \_\_\_\_ **Attachment 9: Statement Indicating if City Funding will be used to Match Federal, State of Foundation Grant**
- \_\_\_\_ **Attachment 10: A signed statement certifying that all information is correct to the best of your knowledge.**

Leeds Arts Council 2022 Budget				
REVENUE		EXPENSES		
Donations	\$ 800.00	Advertising and PR		\$ 135.00
Concessions	\$ 700.00	Building Manenance		\$ 350.00
Fundraising Income	\$ 7,500.00	Computer Expenses		\$ 375.00
		Concession Expenses		\$ 400.00
City Grant	\$ 10,000.00	Dues and Subscriptions		\$ 100.00
Interest	\$ 30.00	Fundraising Expense		\$ 500.00
Membership	\$ 4,500.00			
Miscellaneous		Insurance		\$ 8,000.00
Commission Art	\$ 150.00	Miscellaneous		
Acting Classes	\$ 50.00	Kitchen/Paper Products		\$ 350.00
		Registration Fee		\$ 25.00
Program Revenue				
Spring Play	\$ 800.00	Office Expense		\$ 700.00
Summer Workshop	\$ 7,500.00	PO Box Rental		\$ 66.00
Summer Musical	\$ 8,000.00	Postage		\$ 55.00
		UTILITIES, Spectrum, Sewer		
Fall Show	\$ 1,000.00	Water, Electric, Gas		\$ 10,000.00
		Program Expense		
	\$ 41,030.00	Spring Play		\$ 800.00
		Concert		\$ 500.00
		Summer Workshop		\$ 5,500.00
		Summer Musical		\$ 6,000.00
		Fall Show		\$ 500.00
		Repairs & Maintenance Bldg		\$ 2,500.00
		Repairs & Maint. Equipment		
		Sound System Rebuilt		\$ 5,000.00
		Security		\$ 351.00
		Sub-Total		\$ 42,207.00
		New Roof - Best Estimate		\$ 28,800.00
		Total Expenses		\$ 71,007.00