



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

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

August 19, 2024 @ 6:00 PM

To view this meeting online:

<https://meet.goto.com/CityofLeeds>

[Public Participation Sign-up](#)

CALL COUNCIL MEETING TO ORDER

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

CUTOFF FOR PUBLIC COMMENT SIGN-UP

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

APPROVE COUNCIL MINUTES

- [1.](#) Minutes from August 05, 2024

REPORTS OF OFFICERS:

- [2.](#) Mayor David Miller
 - Staff Reports
 - Other Reports
- [3.](#) City Administrator Watson
 - Overtime Report
4. City Clerk Arbitelle
5. Police Chief Irwin (Sergeant at Arms)

OLD BUSINESS:

NEW BUSINESS:

- [6.](#) Ordinance 2024-08-01: Consider Amending and Supplementing Section 12-44 of the City Code of Ordinances for ABC Licensing Distance
- [7.](#) Resolution 2024-08-08: Consider Leeds Water Works Board Appointment (Position 1)
- [8.](#) Resolution 2024-08-09: Approval and Authorization of Professional Grant Consulting Services related to a Federal Bridge Investment Program for Lane Drive Bridge
- [9.](#) Resolution 2024-08-10: Consider Added Employee Financial Benefits and Banking Programs
- [10.](#) Resolution 2024-08-11: Consider Approval of Technology Service and Equipment Agreement with Alabama Power and Axon Enterprise for Public Safety Cameras
- [11.](#) Resolution 2024-08-12: Consider Approving waiver of permit fees for a Church Service Project

- [12.](#) Resolution 2024-08-13: Amending R2021-07-07 and Authorizing updated City Employee Credit Card Policy
- [13.](#) Resolution 2024-08-14: Consider ALDOT agreement for street lighting maintenance @ Parkway Drive and Interstate 20 Exit 140

PUBLIC COMMENTS

All comments are to be limited to 2 minutes

ADJOURNMENT

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

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

[Public Participation Sign-Up](#)

QR code to sign up



File Attachments for Item:

1. Minutes from August 05, 2024



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

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

August 05, 2024 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 6:02 pm.

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

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

ABSENT

Council member Angie Latta

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor David Miller

CUTOFF FOR PUBLIC COMMENT SIGN-UP

APPROVE COUNCIL MINUTES

1. Minutes from June 17, 2024

Motion to approve Minutes from June 17, 2024 made by Council member Turner, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

2. Minutes from June 26, 2024

Motion to approve Minutes from June 26, 2024 made by Council member Turner, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

3. Minutes from July 15, 2024

Motion to approve Minutes from July 15, 2024 made by Council member Turner, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

REPORTS OF OFFICERS:

4. Mayor David Miller
Mayor Miller updated the public on the splash pad's early closing. During the off-season, it will undergo a complete renovation.
5. City Administrator Watson
No report
6. City Clerk Arbitelle
No report
7. Police Chief Irwin
Chief Irwin reminded everyone that school traffic starts back on August 7th. They will have extra officers at the Primary and Elementary Schools. Ms. Ragland-Pierce asked about the National Night Out on August 6th. Chief Irwin stated that they will host National Night Out on October 1st.
8. Fire Chief Parsons
No report
9. Court Magistrate Roberts
No report
10. Superintendent Williams
No report
11. Public Works Director Warren
No report
12. Social Services Director Bryan
No report

PUBLIC HEARING

13. Consider Determination of Certain Conditions to be an Unsafe Building at 7092 Mountain View Lane
Mr. Roy Davis, occupant—7092 Mountain View Lane. Mr. Davis stated the property had been tied up in Probate for three years. Mr. Williams described the condition of the house and property. His office has tried several times to meet with Mr. Davis, but this has been unsuccessful. The Police Department trespassed on the occupants after the unsafe building notification was posted in May. No one else spoke on this item. The item was referred to the Council.
14. Consider Determination of Certain Conditions to be an Unsafe Building at 1295 Katherine Street
Mr. Williams described the condition of the house. He stated the new owners have obtained permits to renovate the burned house. He recommends a 60-day extension to finish the project. No one else spoke on this item. The item was referred to the Council.
Public Hearing closed at 6:13 pm.

OLD BUSINESS:

There was none.

NEW BUSINESS:

15. Resolution 21-002232: Consider Declaring Certain Conditions to be an Unsafe Building at 7092 Mountain View Lane

Motion to approve Resolution 21-002232 made by Council member Dutton, Seconded by Council member Turner. Mr. Washington questioned the Probate Court issue. City Attorney Scott Barnett stated that it doesn't change anything. There is still the same responsibility for the property. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

16. Resolution 24-000048: Consider Declaring Certain Conditions to be an Unsafe Building at 1295 Katherine Street

Motion to approve Resolution 24-000048 with a 60-day extension made by Council member Turner, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

17. Resolution 2024-08-01: Consider Adoption and Ratification of May 2024 City Expenditures/Payables

Motion to approve Resolution 2024-08-01 made by Council member Dutton, Seconded by Council member Washington. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

18. Resolution 2024-08-02: Cancel the Regularly Scheduled Meeting of September 03, 2024

Motion to approve Resolution 2024-08-02 made by Council member Ragland-Pierce, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

19. Resolution 2024-08-03: Consider Approval of 2025 Council Meeting Calendar

Motion to approve Resolution 2024-08-03 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

20. Resolution 2024-08-04: Consider Declaring surplus property and authorizing its sale for the Public Works Department

Motion to approve Resolution 2024-08-04 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

21. Resolution 2024-08-05: Accept the Traffic Signal Bid for I-20 Eastbound Ramps

Motion to approve Resolution 2024-08-05 made by Council member Dutton, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

22. Resolution 2024-08-06: Consider Authorizing Purchase of Public Safety Software

Motion to approve Resolution 2024-08-06 made by Council member Dutton, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

23. Resolution 2024-08-07: Consider Authorization of City IT Management and Cyber Security Services Proposal

Motion to approve Resolution 2024-08-07 made by Council member Dutton, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce

PUBLIC COMMENTS

Ms. Channon Edwards, 1247 Katherine Street, reported that American Legion 107 is now under investigation for illegal gambling.

Mr. James Carroll, 9041 Bush Avenue, received a letter from the City regarding the required distance to a church and/or public library. There was discussion about re-writing the City's ordinance.

Mr. John Bryant, 7716 Pine Avenue, questioned the enforcement notice he received regarding his work on his residence. The Mayor questioned Mr. Williams about its status. Mr. Williams checked Citizenserve and explained the reasons behind the notice.

ADJOURNMENT

Mayor Miller asked for a motion to adjourn. Council member Turner made a motion to adjourn.

The meeting adjourned at 6:51 pm.

David Miller, Mayor

Attest:

Toushi Artbitelle, City Clerk

File Attachments for Item:

2. Mayor David Miller

Staff Reports

Other Reports

PUBLIC WORKS DEPARTMENT

August 5, 2024, thru August 15, 2024

1. Cleaned out the upstairs room at the Civic Center, Moved files from room at the splash pad into the empty upstairs room at the Magistrates Office
2. Disassembled old furniture at City Hall and assembled new furniture, moved 2 offices from City Hall to Annex.
3. Watered all downtown flowers (beds and flowerpots)
4. Cleaned all City Buildings
5. Took in, crushed and baled 10 bales of cardboard, crushed 7 large garbage bags of soda & beer cans to take to Angler Recycling to sell for the library, handled 2 dumpsters full of paper & plastic for recycling.
6. 2 Limb Trucks picked up and took to the dump **121.95** tons of bulk waste (see Martha for the list of streets picked up these 2 weeks)
7. Used the Street Sweeper to sweep 6th St, 3rd Ave, & 5th St, 9th, 8th St, & Farley Ave, Whitmire St, Ashville Rd & Greenhaven Way, Carolyn St, Parkway Dr, Whitmire St, Ashville Rd, Carolyn.
8. Used Bush Hog and Side Arm to cut brush on side of road at Hwy 78 & Carolyn, The Heights, Rex Lake Rd (By Barbers), Interstate (by Buc-ee's)
9. Cut and weeded grass at Downtown Green Space, Parking Lot on 7th St, Ditch on 10th and Side Trak, Ditch on Thomas Ave, Ditch on 11th Ct, Parnell Dr, Lewis Ave, Ditch on Ciscero Davis Ave.
10. Fixed Potholes on Edwards Ave, Davis & Cogbill Streets, corner of Franklin & Gray Streets, Woodruff Parkway from beginning to end, Phillips Cir, Palmer Dr, Clairmont Cir, Lane Dr, Greenwood Lane, St Paul St, Jardin Cir, Laurent Dr, Henry Ellen (still in progress)
11. Cleaned drains at Cahaba & Albany, Corner of Alan St and Linden,
12. 8/15/2024 after hours assisted Police & Fire departments on Hwy 119, put out barricades and directed traffic due to live power pole being down.



MILLENNIAL BANK

7924 Parkway Dr. • Leeds, AL 35094
205-702-2265

Page Number
Date:
Account Number:
Enclosures

1 of 3

07-31-24

5

MAIN STREET LEEDS
CITY APPROPRIATION ACCOUNT
1408 9TH STREET
LEEDS, AL 35094

Business Checking

Summary of Activity Since Your Last Statement

Balance Forward From	07/01/2024	3,913.31	Images Enclosed.....	5
6 Deposits/Credits.....		25,417.53 +	Minimum Balance.....	1,694.80
19 Withdrawals/Debits.....		15,399.95 -	Average Balance.....	5,599.41
Ending Balance As Of	07/31/2024	13,930.89	Average Available Balance.....	5,599.41

DEPOSITS

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
07/24/2024	269.73	Regular Deposit	07/24/2024	12,500.00	Regular Deposit

OTHER CREDITS

DATE	AMOUNT	DESCRIPTION
07/01/2024	12,600.00	EFT/ACH Credit FROM CHECKING [REDACTED]
07/29/2024	47.59	Debit Card Transaction COTERIE INSURANCE CINCINNATI Terminal ID: EBLP2VM9 Serial #: 000502432
07/30/2024	0.02	Ach deposit PAYPAL ACCTVERIFY
07/30/2024	0.19	Ach deposit PAYPAL ACCTVERIFY

CHECKS

CHECK NO	DATE	AMOUNT	CHECK NO	DATE	AMOUNT
5015	07/01/2024	12,500.00	5017	07/08/2024	300.00
5016	07/10/2024	580.48			

* - denotes missing check number in sequence

OTHER DEBITS

DATE	AMOUNT	DESCRIPTION
07/01/2024	52.33	Debit Card Transaction NNT GREATAMERICAN 6320 CINCINNATI OH Terminal ID: 05355604 Serial #: 000512939
07/03/2024	248.40	Debit Card Transaction SQSP* INV139294077 NEW YORK Terminal ID: DFVC97PR Serial #: 000455184
07/11/2024	269.73	Debit Card Transaction AMAZON PAYMENTS SEATTLE WA Terminal ID: 00000000 Serial #: 000269958
07/12/2024	370.34	Debit Card Transaction FSP*A-Z BOUNCE HOUSE MONTGOMERY

OTHER DEBITS

DATE	AMOUNT	DESCRIPTION
07/15/2024	50.91	Terminal ID: 99999999 Serial #: 000433202 Debit Card Transaction NNT GREATAMERICAN 7606 CINCINNATI OH
07/15/2024	223.18	Terminal ID: 05355604 Serial #: 000392424 Debit Card Transaction LOWES #01737* LEEDS
07/15/2024	4.00	Terminal ID: 00169825 Serial #: 000914067 Debit Card Transaction LINKS_PREMIUM BROOKLYN
07/19/2024	30.00	Terminal ID: 7SHLL90T Serial #: 000919233 Debit Card Transaction SQ *LEEDS AREA CHAMBER LEEDS AL
07/19/2024	55.00	Terminal ID: 77827301 Serial #: 000629128 Debit Card Transaction SQUAREUP.COM LEEDS AL
07/19/2024	55.83	Terminal ID: 77827301 Serial #: 000608270 Debit Card Transaction COTERIE INSURANCE CINCINNATI
07/22/2024	78.31	Terminal ID: EBLP2VM9 Serial #: 000492827 Debit Card Transaction COTERIE INSURANCE CINCINNATI
07/25/2024	235.98	Terminal ID: EBLP2VM9 Serial #: 000624957 Debit Card Transaction GLOSS* POSH SALON SPA MOODY
07/25/2024	199.00	Terminal ID: WBSQSGLU Serial #: 000088052 Debit Card Transaction GRANTWATCH.COM BOYNTON BEACH
07/26/2024	75.00	Terminal ID: VTJBORZ9 Serial #: 000826542 Ach withdrawal VENMO PAYMENT
07/26/2024	71.25	Debit Card Transaction AMAZON.COM SEATTLE WA
07/30/2024	0.21	Terminal ID: 00000101 Serial #: 000690458 Ach withdrawal PAYPAL ACCTVERIFY

DAILY BALANCE INFORMATION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/30/2024	3,913.31	07/11/2024	2,562.37	07/24/2024	14,464.53
07/01/2024	3,960.98	07/12/2024	2,192.03	07/25/2024	14,029.55
07/03/2024	3,712.58	07/15/2024	1,913.94	07/26/2024	13,883.30
07/08/2024	3,412.58	07/19/2024	1,773.11	07/29/2024	13,930.89
07/10/2024	2,832.10	07/22/2024	1,694.80	07/30/2024	13,930.89

MILLENNIAL BANK **CHECKING DEPOSIT**

DATE 7/24/24 ☒ CASH ☐ 1906 269.73

NAME Leeds Main Street City Appropriation

ACCOUNT NUMBER [REDACTED] NET DEPOSIT \$ 269.73

* 50 2 206 2794 *

07/24/2024 \$269.73

LEEDS MAIN STREET Main Street Leeds City Appropriation Account 7901 Parkway Drive Leeds, AL 35094 www.LeedsMainStreet.com

Millennial Bank 7901 Parkway Drive Leeds, AL 35094

DATE 7/24/24

Deposit Ticket PLEASE REMIT ADDITIONAL CHECKS ON REVERSE SIDE

CURRENCY 12,500.00

CASH 12,500.00

CHECKS 12,500.00

\$ 12,500.00

* 50 2 206 2794 *

07/24/2024 \$12,500.00

LEEDS MAIN STREET Main Street Leeds City Appropriation Account 7901 Parkway Drive Leeds, AL 35094 www.LeedsMainStreet.com

Millennial Bank 7901 Parkway Drive Leeds, AL 35094

DATE 6/27/24

PAY TO THE ORDER OF MARINE FATCH \$12,500

twelve thousand 500 hundred and 00/100 DOLLARS

MEMO Yellowknife Antique Mural

* 50 50 15 006 2206 2794 *

07/01/2024 5015 \$12,500.00

LEEDS MAIN STREET Main Street Leeds City Appropriation Account 7901 Parkway Drive Leeds, AL 35094 www.LeedsMainStreet.com

Millennial Bank 7901 Parkway Drive Leeds, AL 35094

DATE 6/27/24

PAY TO THE ORDER OF PICK DIETRICH \$580.48

five hundred eighty and 48/100 DOLLARS

MEMO Garage Materials

* 50 50 16 006 2206 2794 *

07/10/2024 5016 \$580.48

LEEDS MAIN STREET Main Street Leeds City Appropriation Account 7901 Parkway Drive Leeds, AL 35094 www.LeedsMainStreet.com

Millennial Bank 7901 Parkway Drive Leeds, AL 35094

DATE 7/1/24

PAY TO THE ORDER OF MAGAN DOCKERY \$300

three hundred and 00/100 DOLLARS

MEMO white

* 50 50 17 006 2206 2794 *

07/08/2024 5017 \$300.00

Leeds Main Street
City Appropriations Account - Last Month
 July 2024

Account	Date	Transaction type Num	Name	Memo/Description	Cleared	Amount
LMS City Appropriations Checking						
Beginning Balance						
LMS City Appropriations Checking	07/01/2024	Transfer		EFT/ACH DEBIT TO CHECKING	Cleared	\$12,600.0
LMS City Appropriations Checking	07/01/2024	Expense	Great American	Signed POS One-Time Purchase NNT GREATAMERICAN 6320 CINCINNATI OH Terminal ID:	Cleared	-\$ 52.3
LMS City Appropriations Checking	07/03/2024	Expense	Square Space	Yearly Square Space Fee per Matgan Dockery for Website Design	Cleared	-\$ 248.4
LMS City Appropriations Checking	07/08/2024	Check	5017 Maegan Dockery	See Attached Invoice and Check for website design	Cleared	-\$ 300.0
LMS City Appropriations Checking	07/10/2024	Check	5016 Rick Deltrich	REGULAR CHECK #5016- Gazebo Construction	Cleared	-\$ 580.4
LMS City Appropriations Checking	07/11/2024	Expense	Amazon	Chess: Reimbursement Coming from Linda Miller/ Library Board	Cleared	-\$ 269.7
LMS City Appropriations Checking	07/12/2024	Expense	Bounce House Contact- Susan	Signed POS One-Time Purchase FSP'A-Z BOUNCE HOUSE MONTGOMERY Terminal ID: 99999	Cleared	-\$ 370.3
LMS City Appropriations Checking	07/15/2024	Expense		Misting Tent for All Events	Cleared	-\$ 223.1
LMS City Appropriations Checking	07/15/2024	Expense	Great American	Signed POS One-Time Purchase NNT GREATAMERICAN 7606 CINCINNATI OH Terminal ID:	Cleared	-\$ 50.9
LMS City Appropriations Checking	07/15/2024	Expense	LIINKS	Signed POS Recurring Purchase LIINKS_PREMIUM BROOKLYN Terminal ID: 7SHLL90T Seri	Cleared	-\$ 4.0
LMS City Appropriations Checking	07/19/2024	Expense	LB Studios	LB Studios Photos for Website	Cleared	-\$ 55.0
LMS City Appropriations Checking	07/19/2024	Expense	Leeds Area Chamber	July Chamber Lunch	Cleared	-\$ 30.0
LMS City Appropriations Checking	07/19/2024	Expense	Coterie Insurance	Signed POS One-Time Purchase COTERIE INSURANCE CINCINNATI Terminal ID: EBLP2VM9	Cleared	-\$ 55.8
LMS City Appropriations Checking	07/22/2024	Expense	Coterie Insurance	Signed POS One-Time Purchase COTERIE INSURANCE CINCINNATI Terminal ID: EBLP2VM9	Cleared	-\$ 73.3
LMS City Appropriations Checking	07/24/2024	Deposit	City of Leeds	Quarterly Contribution	Cleared	\$12,500.0
LMS City Appropriations Checking	07/24/2024	Deposit	Friends of Leeds Public Library, Inc	Friends of the Library Reimbursement for Chess Pieces	Cleared	\$ 269.7
LMS City Appropriations Checking	07/25/2024	Expense	Posh	Signed POS One-Time Purchase GLOSS* POSH SALON SPA MOODY Terminal ID: WBSQSGLU	Cleared	-\$ 235.9
LMS City Appropriations Checking	07/25/2024	Expense	Grantwatch	Annual Fee	Cleared	-\$ 199.0
LMS City Appropriations Checking	07/26/2024	Expense	Leeds Quarterback Club	Sponsoring Hole at Golf Tournament- ED Discretionary- ACH WITHDRAWAL SEC CODE: WEB Trace Number: XXXXXXXX4573139 ID: XXXXXX0027483 KRISTY BIDDLE VENMO PAYMENT	Cleared	-\$ 75.0
LMS City Appropriations Checking	07/28/2024	Expense	Amazon	Printer Ink	Cleared	-\$ 71.2
Total for LMS City Appropriations Checking						\$22,469.91

Tuesday, August 06, 2024 01:49 PM GMTZ

File Attachments for Item:

3. City Administrator Watson
Overtime Report

Department Hours- OT**From 07/23/24 to 08/05/24**

Department	OT	COM	Totals
	110:43	42:00	152:43

ADM-1	5:58	42:00	47:58
CRT-11	0:28		0:28
DEV-50	0:42		0:42
FIRE1-26	8:00		8:00
FIRE2-26	3:00		3:00
LIB-70	3:53		3:53
POL-22	66:42		66:42
STR-80	22:00		22:00

File Attachments for Item:

6. Ordinance 2024-08-01: Consider Amending and Supplementing Section 12-44 of the City Code of Ordinances for ABC Licensing Distance

ORDINANCE NUMBER 2024-08-01

AMENDING AND SUPPLEMENTING SECTION 12-44 OF THE CITY CODE – ABC LICENSE - DISTANCE LIMITATIONS

WHEREAS, the City of Leeds is generally authorized by, without limitation, Sections 11-51-90, Section 28-3A-11 Code of Alabama 1975, to approve, to levy and collect license fees, and to license retailers, importers, manufacturers and wholesalers of liquor, table wine and beer; and

WHEREAS, the City has pursuant to its general police powers, previously adopted laws and regulations in order to protect the health, safety, morals, welfare, well-being and comfort of their inhabitants and the public at large in regard to the such licensing and location of retailers, importers, manufacturer and wholesalers of liquor, table wine and beer; and

WHEREAS, changes in the density, layout, demographics, makeup, and characteristics of the City may necessitate that some Distance and location limitations currently in place be relaxed and/or updated to reflect such changes.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA, as follows:

1. That Chapter 12, Article 12, Section 12-44 (E) of the City Code of Ordinances be amended or supplemented as follows:

“E. *Schedule "E"—Beer, wine and liquor.*

9. “Application and approval procedures:

- c. All applicants for initial licenses shall publish notice of the filing of the application and of the date and time set for the hearing thereof, for two consecutive weeks, and the applicant shall present proof of publication to the city council at the time set for the hearing of same. A copy of such notice shall be posted at the City Hall, the City public library, and shall be presented to the City Clerk to be posted on the City public website. The notice to be published by the applicant shall be on a form as shall be made available in the office of the city clerk.
- d. No license will be issued until a properly noticed hearing has been held and the application has been approved by the city council.

10. All establishments licensed to sell alcoholic beverages of any type by the City Council shall also comply with all requirements and regulations of the ABC board, the state, Jefferson County, St. Clair County, or Shelby County, depending on business location.

11. Distance limitations.

- a. Lounge retail liquor, club retail liquor, restaurant retail liquor. Excepting only a showing of extreme hardship (financial hardship alone shall be insufficient), applications shall not be approved by the city council where the building or structure from which the applicant proposes to sell liquor is within 100 feet from the property line of any property on which there is located a church, elementary school, junior high school, middle school, high school, vocational school or public library.
- b. Retail table wine on or off premises. Excepting only a showing of extreme hardship (financial hardship alone shall be insufficient), applications shall not be approved by the city council where the building or structure from which the applicant proposes to sell wine is within 100 feet from the property line of any property on which there is located a church, elementary school, junior high school, middle school, high school, vocational school or public library.

- c. Retail beer on or off premises. Excepting only a showing of extreme hardship (financial hardship alone shall be insufficient), applications shall not be approved by the city council where the building or structure from which the applicant proposes to sell beer is within 100 feet from the property line of any property on which there is located a church, elementary school, junior high school, middle school, high school, vocational school or library.
 - d. Notwithstanding anything written herein this Section 12-44 to the contrary, any Distance limitations established herein this Section shall not apply to applications for licensing or the location of retailers, importers, manufacturer and wholesalers of liquor, table wine and beer within an "Entertainment District" as established by the City Council and as authorized pursuant to Section 28-3A-17.1, Code of Alabama 1975, as amended."
2. The provisions of this ordinance are severable. If any provision, section or portion is held by a court of competent jurisdiction to be invalid or unconstitutional, it shall not affect the validity or constitutionality of the remaining provisions.
 3. This ordinance shall be effective on the day following its publication according to law.
 4. All ordinances or parts of ordinances in conflict with the provision contained herein including, without limitation, Ordinance 2016-11-01, are hereby repealed only to the extent of said conflict.

ADOPTED and APPROVED this the 19th day of August, 2024.

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 Ordinance was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 19th day of August 2024.

Toushi Arbitelle, City Clerk

File Attachments for Item:

7. Resolution 2024-08-08: Consider Leeds Water Works Board Appointment (Position 1)

**CITY OF LEEDS
RESOLUTION NO.: 2024-08-08**

APPOINTMENT OF MEMBERS TO THE LEEDS WATER WORKS BOARD

WHEREAS, in accordance with the Code of Alabama, 1975 § 11-50-234, the City Council is authorized to appoint members to the Leeds Water Works Board to fill available vacancies; and

WHEREAS, the City Council is desirous of making the necessary appointments of a citizen to the Leeds Water Works Board to fill a vacancy in position number 1 which expired in 2023; and

WHEREAS, the current Board consists of the following positions and appointees:

APPOINTEE	POSITION #	EXPIRATION OF TERM
Cary Kennedy	1	March 2023
Michael Hall	2	March 2024
Eddie Moore	3	March 2025

WHEREAS, City Council has received several qualified applications to be appointed to said Board, and the Council also considers reappointments as may be applicable.

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 following named individual is hereby nominated and appointed to serve on the Leeds Water Works Board place number 1:

APPOINTEE	EXPIRATION OF TERM
	March 2029

- C. The Clerk is hereby directed to notify the above-named persons of their re-appointment/appointment and to further notify the respective board of said appointment.
- D. All resolutions, or parts of resolutions of the City of Leeds, Alabama, in conflict with this Resolution are hereby repealed to the extent of such conflict.
- E. The Mayor 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.

AUTHORIZED AND APPROVED this 19th day of August 2024

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

ATTEST:

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 19th day of August 2024.

Toushi Arbitelle, City Clerk


Sabrina Rose Request for Appointment to City Board - LWVB

Sabrina Rose [REDACTED]

Wed 12/28/2022 7:01 PM

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

Cc: Sabrina Rose [REDACTED]

 2 attachments (134 KB)

Sabrina Rose City of Leeds Request For Appointment LWVB.pdf; Sabrina Rose Civic and Professional Activities.pdf;

Greetings Mayor Miller and City Council,

Please find attached my application for consideration for Appointment to City Board - Leeds Water Works Board LWVB and the civic and professional activities that give me an opportunity to showcase my gifts while serving.

It would be a great honor and a pleasure to represent Leeds and each of you and serve on the Leeds Water Works Board. My goal would be to continue the long tradition of dedication and service to the City of Leeds citizens and unified collaborations with the Mayor, City Council and LWVB members. Considering me brings a young vigor with a heart to serve and a love of Leeds representing six generations of my family that call Leeds home. Given the opportunity I would graciously serve at the pleasure of the Mayor and City Council. Thank you for the opportunity to serve.

Unified Leadership that Listens.

Respectfully Submitted,
Sabrina Rose

City of Leeds, Alabama

NOMINATION AND/OR REQUEST FOR APPOINTMENT TO CITY BOARD/COMMISSION (Please Print)

1.	Board(s) for which nomination is to be:	Leeds Water Works Board LWWB		
2.	Name of Nominee:	Sabrina Rose		
3.	Address:	[REDACTED]		
4.	Mailing Address (if Different)	Same		
5.	Phone Number	[REDACTED]	Hm.	Wk.
6.	Place of Employment	Self Employed Real Estate Agent		
7.	Education	Bachelor's Degree		
8.	Civic and Professional Activities	See Attached		
9.	List of City Boards Presently Serving on	None		
10.	List City Boards Previously Served on	Parks & Recreation Board		
11.	Areas of Special Interest and/or Concerns	Economic Development, Environment, Water Quality and Education		
12.	Nomination Submitted by	Sabrina Rose		

Please forward this form to the City Clerk's Office at 1400 9th St., Leeds, AL 35094, 205-699-0900 or , no later than the Tuesday before the City Council meeting on the following Monday at which this nomination is to be considered. If there are no vacancies on a board(s)/commission(s) requested, your application will be kept on file for later consideration.

FOR OFFICE USE ONLY

Date Application Submitted: _____ Received by: _____

Appointed to: _____ Date of Appointment: _____ Term Expires: _____
Reason for Vacancy: (select one of the following)

New Board: _____ Incumbent Resigned: _____ Other: _____

If the position is to fill an expired/resignation term of a member, please list the name of the former member:

Sabrina Rose

[REDACTED]
Leeds, Alabama 35094
[REDACTED]
[REDACTED]

Civic Activities

RR Moton National Alumni Association lifetime member 2007-Present
RR Moton National Alumni Association **Legacy** (Descendants of Moton) Visionary of this committee and first chairperson 2007-Present
RR Moton National Alumni Association Chairperson Reunion planning committee 2019- Present
PFC INC National Planning Convocation Committee 2015- Present
PFC INC Sergeant of Ecclesial 2018-Present
PFC INC Education Chairperson 2018-Present
RR Moton National Alumni Association Chaplain and executive board member 2021-Present
National Day of Prayer Task Force - City Coordinator/Leeds Alabama 2022-Present
Colonel Robert L. Howard State Veterans Home Volunteer 2022-Present

Professional Activities

Birmingham Association of Realtors 2007-2011 and 2019-Present
Alabama Association of Realtors 2007-2011 and 2019-Present
National Association of Realtors 2007-2011 and 2019-Present
AEA part time organizer events in Jefferson and St Clair County 2019-Present
eXp Realty LLC Certified Mentor 2021-Present

CITY OF LEEDS, ALABAMA

NOMINATION AND/OR REQUEST APPLICATIONS
FOR
APPOINTMENT TO CITY BOARDS

1. Board(s) for which nomination is to be Leeds Water Works Board
2. Name of Nominee Carla "Crickett" Ford
3. Address [REDACTED] Leeds, AL 35094
4. Mailing Address (if different) _____
5. Phone [REDACTED] (hm.) _____ (wk.) _____
6. Place of Employment Retired
7. Education High School Graduate
8. Civic and Professional Activities Treasurer of the Board for Leeds Water
26yrs
9. List of City Boards Presently Serving On none
10. List City Boards Previously Served On none
11. Areas of Special Interest and/or Concerns Providing a safe environment for
City of Leeds & residents
12. Nomination Submitted By Crickett Ford

Please forward this form to the City Clerk's office, 8373 1st Avenue SE, Leeds 35094, 699-2585 or 699-6558 (fax), no later than the Tuesday prior to the City Council meeting for which this nomination is to be considered. If there are no vacancies on board(s) requested, your form will be kept on file to be considered at a later date.

FOR OFFICE USE ONLY

Date Application Submitted: ____/____/____

Appointed to _____ Date of Appointment _____ Term Expires _____

Reason for vacancy of position (select one of the following):

New Board _____ Original Member Resigned _____ Other _____
(list name of former member)

If the position is to fill an expired term of a member, please list the name of the former member _____

110102akd

RECEIVED

FEB 23 REC'D

CITY OF LEEDS

CITY OF LEEDS, ALABAMA

NOMINATION AND/OR REQUEST APPLICATIONS FOR APPOINTMENT TO CITY BOARDS

1. Board(s) for which nomination is to be Leeds Water Works Board
2. Name of Nominee Cary Lane Kennedy
3. Address [REDACTED], Leeds, AL 35094
4. Mailing Address (if different) SAME
5. Phone Number [REDACTED] (hm.) [REDACTED] (wk.)
6. Place of Employment Self-Employed
7. Education Yes
8. Civic and Professional Activities Leeds Quarterback Club, Leeds Athletic Boosters, Leeds Historical Commission, Founding Member of Leeds City School System, Mainstreet Leeds
9. List of City Boards Presently Serving On Leeds Water Works Board, Leeds Housing Authority Board
10. List City Boards Previously Served On Leeds City Council (2 terms)
11. Areas of Special Interest and/or Concerns Maintaining the quality of life for all citizens of the City of Leeds
12. Nomination Submitted By Eric Turner

****PLEASE SEE REVERSE FOR MORE INFORMATION CONCERNING THIS NOMINATION****

Please forward this form to the City Clerk's office, 8373 1st Avenue SE, Leeds 35094, 699-2585 or 699-6558 (fax), no later than the Tuesday prior to the City Council meeting for which this nomination is to be considered. If there are no vacancies on board(s) requested, your form will be kept on file to be considered at a later date.

FOR OFFICE USE ONLY

Date Application Submitted: ____/____/____

Appointed to _____ Date of Appointment _____ Term Expires _____

Reason for vacancy of position (select one of the following):

New Board _____ Original Member Resigned _____ Other _____
(list name of former member)

If the position is to fill an expired term of a member, please list the name of the former member _____

110102akd

[illegible]

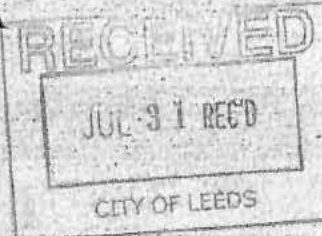
- Served on City Council from 2000 to 2008, during that tenure City Council:
 - Reversed the City's habitual debt crisis;
 - Formed the Leeds City School System;
 - Brought Bass Pro Shops to Leeds;
 - Brought the Shops of Grand River to Leeds; and
 - Positioned the City's finances for future growth.

- Served on Leeds Housing Authority Board from 2016-present, during that tenure the Housing Authority Board:
 - Remodeled and upgraded all of the units to provide better quality of life for the residents; and
 - Thwarted an outside-influenced plan to turn over control of the Leeds Housing Authority to an outside firm. Said plan would have incurred \$17.9 million of debt over the next 40 years. The Board, with the help of the current City Attorneys, reduced to a simple loan of \$2.5 million at 2% interest over 20 years, preventing the outsourcing of the management of the housing authority's properties.

- Served on the Leeds Water Works Board since 2017. While on the Board, along with other Water Board members:
 - Prevented an attorney and a Mobile bond broker from receiving almost \$800,000 in fees to refinance the Board's debt at a higher interest rate and longer term.
 - Prevented the extortion of the Board, regarding the only hometown bank in Leeds.
 - Prevented the purchase of unnecessary equipment for the profit of a few.
 - Prevented unnecessary and unwarranted fees regarding the purchase of part of the Alabama Power building.

CITY OF LEEDS, ALABAMA

NOMINATION AND/OR REQUEST APPLICATIONS
FOR
APPOINTMENT TO CITY BOARDS



1. Board(s) for which nomination is to be WATER BOARD
2. Name of Nominee JOE WHITE
3. Address [REDACTED] Leeds, AL 35094
4. Mailing Address (if different) [REDACTED] Leeds, AL 35094
5. Phone Number [REDACTED] (hm.) [REDACTED] (wk.)
6. Place of Employment CUNNING WHITE COMPANY
7. Education B.S. ACCOUNTING / FINANCE - UAB
8. Civic and Professional Activities PAST PRESIDENT HOME BUILDERS ASSOCIATION
BOARD MEMBER SHELBY COUNTY ZBA
9. List of City Boards Presently Serving On HOUSING AUTHORITY PBHA BOARD
10. List City Boards Previously Served On —
11. Areas of Special Interest and/or Concerns my background in construction
and finance would be an asset
to the water board,
12. Nomination Submitted By JOE WHITE

Please forward this form to the City Clerk's office, 8373 1st Avenue SE, Leeds 35094, 699-2585 or 699-6558 (fax), no later than the Tuesday prior to the City Council meeting for which this nomination is to be considered. If there are no vacancies on board(s) requested, your form will be kept on file to be considered at a later date.

FOR OFFICE USE ONLY

Date Application Submitted: 07 / 31 / 2024

Appointed to _____ Date of Appointment _____ Term Expires _____

Reason for vacancy of position (select one of the following):

New Board _____ Original Member Resigned _____ Other _____
(list name of former member)

If the position is to fill an expired term of a member, please list the name of the former member _____



File Attachments for Item:

8. Resolution 2024-08-09: Approval and Authorization of Professional Grant Consulting Services related to a Federal Bridge Investment Program for Lane Drive Bridge

**CITY OF LEEDS
RESOLUTION NO.: 2024-08-09**

IN REGARDS TO THE APPROVAL AND AUTHORIZATION OF PROFESSIONAL GRANT CONSULTING SERVICES – BRIDGE INVESTMENT PROGRAM.

WHEREAS, Gresham Smith is a professional company providing specialized architectural, engineering and design consulting services and also developing and submitting grant applications for public infrastructure projects; and

WHEREAS, considering the custom nature of the services, there are limited firms that are capable of performing said services, and Gresham Smith provided the attached proposal related to the City’s Lane Drive bridge replacement project; and,

WHEREAS, the City has determined that the given the custom and professional nature, the complexity of the service and the limited number of providers performing the service, that the service is determined to be exempt from the necessity of bidding.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Recitals above are true, correct and included herein as if fully set forth.
2. Gresham Smith service proposal is hereby approved subject to the terms and conditions identified within the attachment.
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 Agreement.
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 19th day of August 2024

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 19th day of August 2024.

Toushi Arbitelle, CITY CLERK



July 30, 2024

Brad Watson
City Administrator
City of Leeds
1404 9th Street
Leeds, Alabama 35094

Subject: Bridge Investment Program (BIP) – FY2025 Bridge Construction
Grant Application
Lane Drive Bridge Replacement

Dear Mr. Watson:

Gresham Smith is pleased to submit this proposal for engineering consulting services to prepare a grant application for the FHWA Bridge Investment Program (BIP), Bridge Construction Grant for FY 2025 as described in the Notice of Funding Opportunity (NOFO) for FY 2023-2026

Scope of Services

Gresham Smith's scope of services for this project is included in Attachment A of this proposal.

Project Budget

Based on the task budget prepared by GRESHAM SMITH, the above tasks shall be compensated at a **lump sum fee of \$58,000**, which includes all labor and expenses.

Excluded/Optional Services – These services are not included in our basic scope of services, but can be completed if requested by the City.

1. Inputting the Grant Application information into the Grants.gov portal. If this service is needed.
2. Application for other grants (Rebuild Alabama Annual Grant Program, etc.)

We will gladly do so for the hourly rates provided below, plus travel costs.

- Principal Transportation Engineer.....\$251.00
- Senior Traffic Engineer.....\$238.00
- Transportation Engineer.....\$155.00

Genuine Ingenuity

2222 Arlington Avenue
Suite 202
Birmingham, AL 35205
205.298.9200
GreshamSmith.com

**Agreement**

This proposal and the attached *General Provisions of Architect-Engineer Agreement for Professional Services* shall serve as our agreement for this project. If this proposal satisfactorily sets forth your understanding of the arrangement between GRESHAM SMITH (Consultant) and The City of Leeds (Client), **please sign in the space provided below and return one copy (by email) to GRESHAM SMITH.**

We look forward to working with you as your consultant. If you have any questions or would like to change the scope of services, please contact me at your earliest convenience. Thank you for this opportunity to be of service.

Sincerely,
Gresham Smith

Blair Perry, PE
Alabama State Transportation Leader

Accepted: City of Leeds

By: _____

Title: _____

Date: _____

Greg Dawkins, P.E.
Senior Traffic Engineer

Attachments – *General Provisions of Architect-Engineer Agreement for Professional Services* Attachments
Client's Preliminary Site Plan

SCOPE OF WORK

FY 2025 Bridge Investment Program, Planning and Bridge Project Grants

Gresham Smith shall prepare the necessary applications to the U.S. DOT for project funding assistance in accordance with the criteria in the Notice of Funding Opportunity (NOFO) for the U.S. DOT's Fiscal Year FY 2025 Bridge Investment Program (BIP), Bridge Construction Grants.

ITEMS/SERVICES TO BE PROVIDED BY GRESHAM SMITH:

All tasks defined below are in reference to the following grant application(s):

Fiscal Year (FY) 2025 Bridge Investment Program, Planning and Bridge Construction Grant

1. PROJECT MANAGEMENT AND COORDINATION WITH CITY

This task includes project management, administrative and accounting activities for the project. Gresham Smith shall facilitate meetings and/or interviews with representatives of the City of Leeds (The City) and other project stakeholders as required to complete the analysis and prepare the proposed grant application.

Task 1 Deliverables: Meeting agendas and notes if applicable.

2. DEVELOP PROJECT NARRATIVE AND BENEFIT/COST ANALYSIS

This task shall include research, project definition, coordination with key project stakeholders, revision of existing project narratives or development of new project narratives, and preparing a benefit/cost analysis (BCA) for the proposed bridge construction project. The deliverables prepared under this task shall meet the format and content criteria established in the NOFO for the grant listed above.

TASK 2.1 – Conduct research and gather supporting data.

Gresham Smith shall review available and pertinent information related to the grant listed above and the proposed project – e.g., grant application criteria, project reports, feasibility studies, safety data, pavement management data, engineering plans and estimates – as may be accessible from the City, ALDOT, U.S. DOT and other sources, including the RPCGB APPLE Lane Drive Bridge Replacement Feasibility Study.

TASK 2.2 – Develop the project's goals and objectives, statement of work, schedule and budget.

Gresham Smith shall collaborate with representatives of the City and other stakeholders to confirm the scope, goals, objectives and expected outcomes of the proposed project. Gresham Smith shall assist the City in developing goals, objectives, statements of work, schedules and budgets for the project.

TASK 2.3 – Confirm the project's responsiveness

Gresham Smith shall screen the proposed projects against the program criteria for the grant listed above, considering such factors as project readiness, funding sources and long-term outcomes. Based on this review, Gresham Smith shall develop a new descriptive narrative or revise an existing narratives to demonstrate the project's alignment with the current criteria.

TASK 2.4 – Assist the City and other stakeholders with obtaining letters of support.

Attachment A

Gresham Smith shall assist the City and other stakeholders with efforts to solicit and obtain new endorsement letters from key public officials and potential private partners with a stake in the project's implementation and success. These letters will be included with the grant application on the project's website.

TASK 2.5 – Develop Benefit-Cost Analysis (BCA) information.

Gresham Smith shall organize the information obtained in preceding subtasks as needed to provide an analysis of monetized benefits and costs over the facility's life cycle, both "with" and "without" the project. This effort shall involve a comparison of upfront project costs versus expected benefits such as travel time savings, fuel savings, environmental benefits, safety benefits, reduced maintenance cost and other benefit types as outlined in the current BCA guidance available from the U.S. DOT.

TASK 2.6 – Develop supporting maps, figures and tables.

Gresham Smith shall revise and/or develop maps, figures and tables as required to clearly communicate and effectively summarize the important details of the proposed project. Based on the findings from preceding subtasks, additional graphical information shall be developed as determined by Gresham Smith and approved by the City Project Manager or designee.

TASK 2.7 – Layout, format and QA/QC the draft Project Narrative documents.

Based on information developed in the preceding subtasks, Gresham Smith shall prepare the Draft Project Narrative documents for the project which meet the requirements established in the NOFO for the grant listed above.

TASK 2.8 – Create and maintain project application websites.

Gresham Smith shall create, maintain and update a project website with current information and copies of supporting information, such as letters of support, as they are received.

Task 2 Deliverables: Draft Project Narratives, Benefit/Cost Analysis, draft grant application, project website and other supporting information.

3. FINALIZE AND SUBMIT GRANT APPLICATION DOCUMENTS

TASK 3.1 – Review and revise applications based on the City and other stakeholder comments.

Gresham Smith shall address comments received from the City and other stakeholders on each of the Task 2 deliverables.

TASK 3.2 – Compile final application package.

Gresham Smith shall assemble a final grant application package for the project, including the Applications for Federal Assistance (SF-424s), Project Narratives and any other needed supporting documents.

TASK 3.3 – Coordinate final application reviews and submittals by the City.

Gresham Smith shall provide the information needed to assist with the City's submission of the online submittal of the grant listed above application package by the City through the source identified in the NOFO for the grant listed above by the established U.S. DOT deadline for the grant(s) listed above.

TASK 3.4 – Assist the City in responding to U.S. DOT requests for additional information after the submission of the application package.

Attachment A

Gresham Smith shall assist with the City's response to any U.S. DOT requests for additional information on any of the previously submitted applications as needed.

Task 3 Deliverables: Final application assembly and submittal assistance for the complete grant application package.

GRESHAM SMITH

Exhibit A - General Provisions

ARTICLE 1. GENERAL

These General Provisions (2 pages) are incorporated as an integral part of the letter Agreement to which they are attached between GRESHAM SMITH, a Tennessee general partnership, their officers, directors, partners, employees, and consultants, herein referred to as GRESHAM SMITH, and the CLIENT (OWNER of the Project addressed in such letter Agreement), wherein the CLIENT engages GRESHAM SMITH to provide certain architectural and/or engineering professional services on a Project.

As used herein, the term "this Agreement" refers to and includes (1) the GRESHAM SMITH proposal Letter, which becomes the Letter Agreement upon its written acceptance by the CLIENT, (2) these General Provisions and (3) any attached Exhibits, as if they were one document. In event that these General Provisions conflict with the proposal letter or exhibits, the proposal letter and its exhibits shall govern.

ARTICLE 2. SCOPE LIMITATION

The parties expressly agree that the scope of this Project is limited and does not include the preparation of professionally endorsed design documents, including signed and sealed, or construction documents.

ARTICLE 3. COMPENSATION TO GRESHAM SMITH

A. Compensation to GRESHAM SMITH for professional services described in this Agreement shall be on a Lump Sum basis and/or an Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for GRESHAM SMITH's services shall apply to all parts of a work scope where GRESHAM SMITH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments within 30 days of date of invoice based on the percentage of completion of the services.

2. An Hourly Rate method of payment for GRESHAM SMITH's services shall apply to all or parts of a work scope where GRESHAM SMITH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, GRESHAM SMITH shall be paid for the actual hours worked on the Project by its technical personnel times an hourly billing rate established for each employee. A rate schedule shall be furnished by GRESHAM SMITH to CLIENT upon request. The CLIENT shall make monthly payments within 30 days of the invoice date based on the amount of work completed.

B. In addition to the foregoing, GRESHAM SMITH shall be reimbursed charges for the following Expenses when incurred in the performance of the work: travel, lodging and subsistence; outside professional and technical services and agency fees with cost defined as the amount billed GRESHAM SMITH plus 10%; and identifiable charges for reproduction and reprographics, and delivery costs.

C. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1.5% per month. In addition, GRESHAM SMITH may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until GRESHAM SMITH has been paid in full. The CLIENT additionally agrees to pay all attorney fees, collection

fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

ARTICLE 4. ADDITIONAL SERVICES

GRESHAM SMITH will provide additional services when requested by the CLIENT on a Lump Sum basis as mutually agreed by the CLIENT and GRESHAM SMITH or, in the absence thereof, on an hourly basis, either according to the Hourly Rate Schedule included in this Agreement or, in the absence thereof, at GRESHAM SMITH's then current standard hourly billing rates. Directed changes to services previously performed will be considered Additional Services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon 7 days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to GRESHAM SMITH.

In the event of a reduction in scope of the Project work, GRESHAM SMITH shall be paid for the services performed and expenses incurred on the Project work thus reduced and for all completed and abandoned services, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 6. INSTRUMENTS OF SERVICE

Documents, including those in electronic form, prepared by GRESHAM SMITH are Instruments of Service. GRESHAM SMITH shall be deemed the author and owner of the respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any reuse without verification or adaptation by GRESHAM SMITH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to GRESHAM SMITH. In this regard, the CLIENT will indemnify and hold harmless GRESHAM SMITH from any and all suits or claims of third parties arising out of such reuse, including legal expenses, which is not specifically verified, adapted or authorized by GRESHAM SMITH in writing.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit GRESHAM SMITH to perform the services required under this Agreement, the CLIENT shall provide, in proper time and sequence, the following at no expense to GRESHAM SMITH.

1. All necessary information regarding CLIENT requirements as necessary for orderly progress of the services.

2. Designate in writing, one person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, approve changes, interpret and define CLIENT'S requirements with respect to GRESHAM SMITH's services.

3. Give prompt written notice to GRESHAM SMITH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GRESHAM SMITH's services or any defect in the work of GRESHAM SMITH.

4. Furnish such services, materials, record drawings, specifications or data as may be set forth in the Letter Agreement

GRESHAM SMITH
Exhibit A - General Provisions

or any Exhibits attached hereto and provide access to and make all provisions for entrance upon property as required for GRESHAM SMITH to perform its services.

B. GRESHAM SMITH shall be entitled to rely on the accuracy and completeness of all information furnished by the CLIENT. If GRESHAM SMITH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, GRESHAM SMITH shall promptly notify the CLIENT.

ARTICLE 8. OPINIONS OF PROBABLE COST

Opinions of probable project cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are made on the basis of GRESHAM SMITH's experience and represent GRESHAM SMITH's judgment as an experienced design professional. It is recognized, however, that GRESHAM SMITH does not have control over the cost of labor, material, equipment or services furnished by others, or over market conditions or others' methods of determining prices.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

The Scope of Work under this Agreement does not include construction phase services and the CLIENT acknowledges that should such services be required by GRESHAM SMITH, those services will be performed under a separate design agreement.

ARTICLE 10. STANDARD OF CARE

In providing services under this Agreement, GRESHAM SMITH will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Gresham Smith makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

ARTICLE 11. LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of GRESHAM SMITH and GRESHAM SMITH's officers, directors, partners, employees, and GRESHAM SMITH's Consultants to CLIENT and anyone claiming by, through or under CLIENT for claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the professional services provided under this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, breach of contract, or warranty (express or implied) of GRESHAM SMITH or GRESHAM SMITH's officers, directors, partners, employees, or GRESHAM SMITH's Consultants, shall not exceed the total amount of \$50,000.

ARTICLE 12. INSURANCE

GRESHAM SMITH maintains insurance coverage including Workers Compensation Insurance, Employers' Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. Certificates of Insurance will be furnished upon CLIENT's annual written request. GRESHAM SMITH shall maintain Professional Liability coverage for the period of one (1) year following submission of final deliverables.

ARTICLE 13. DISPUTE RESOLUTION

In an effort to resolve conflicts that arise during the performance of services under this Agreement, the CLIENT and GRESHAM SMITH agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise.

ARTICLE 14. INDEMNIFICATION

Each party agrees, to the fullest extent permitted by law, to indemnify and hold harmless the other party and its officers, directors, employees and consultants, against damages, liabilities or costs, including reasonable attorneys' fees and other legal costs, to the extent caused by the indemnifying party's negligent acts, errors or omissions and those of its consultants or anyone for whom it is legally liable. The parties expressly agree that this indemnity provision does not include, and in no event shall either party be required to assume under this indemnity provision or otherwise, any obligation or duty to defend the other party against any claims, causes of action, demands, or lawsuits in connection with matters encompassed by this indemnity provision.

ARTICLE 15. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to consultants normally contemplated by GRESHAM SMITH shall not be considered an assignment for purposes of this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or GRESHAM SMITH.

ARTICLE 16. CONTROLLING LAW

This Agreement shall be governed by the laws of the State in which the Project is located.

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File Attachments for Item:

9. Resolution 2024-08-10: Consider Added Employee Financial Benefits and Banking Programs

**CITY OF LEEDS
RESOLUTION NO.: 2024-08-10**

APPROVAL OF ADDED EMPLOYEE FINANCIAL BENEFITS PROGRAM

WHEREAS, the Finance Committee has considered a proposal by PNC Bank to provide banking services in support of various City employee financial benefit programs; and

WHEREAS, the City Council is desirous of approving the PNC Bank proposal as recommended by the Finance Committee and implementing all of said voluntary programs for the benefit of all City employees.

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 attached program proposals are hereby approved, and PNC Bank is hereby authorized to make said programs available to the City employees.
- C. The Mayor, City staff and 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.

AUTHORIZED AND APPROVED this 19th day of August 2024

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

ATTEST:

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 19th day of August 2024.

Toushi Arbitelle, City Clerk

Marquetta Willis

Payroll Coordinator
City of Leeds
1400 9th Street
Leeds, AL 35094

Dear Marquetta,

On behalf of PNC, we are pleased to provide a Proposal for:

- **Health Savings Account (HSA)**
- **Flexible Spending Account (FSA)**
- **Dependent Care Reimbursement Account (DCRA)**
- **Limited Purposed Flexible Spending Account (LPFSA)**
- **Lifestyle Spending Account (LSA)**

This administrative services proposal represents an opportunity to expand the mutually beneficial relationship between City of Leeds and PNC. We thank you for your consideration of PNC.

It is important to choose a Consumer Driven Healthcare (CDH) and tax advantaged account provider with a long-term commitment. PNC has evidenced its commitment to this industry, and unlike many providers, our commitment is backed by the strength, stability and financial experience of the 5th largest commercial bank in the United States.

The City of Leeds and your employees can benefit from our comprehensive CDH solution. Highlights of our solutions include:

- Intuitive platform and mobile app designed specifically for benefit spending accounts
- Easy employer implementation and administration
- Comprehensive in-person, virtual or digital educational options for your employees
- Knowledgeable customer service and support
- Demonstrated success with group level implementations and program transfers

Thank you for the opportunity to present this proposal. Throughout the relationship, we will work hard to earn your trust and meet your expectations. Please do not hesitate to contact me with questions or to discuss next steps.

Sincerely,

Chelsea Burke

Chelsea Burke
AVP, Financial Wellness Consultant
Organizational Financial Wellness
O. 216.222.5349
C. 205.566.5347
chelsea.burke@pnc.com

Executive Summary

Promoting a Culture of Well-Being

Organizations like yours tell us they're working hard to deliver comprehensive healthcare benefits to employees and their families. But with the pressure to promote a healthy workforce while controlling healthcare costs, this goal is getting more difficult to achieve.



With PNC, you'll gain greater visibility into your programs, while helping your employees make informed decisions to improve their health and financial well-being.

It's important that you use this opportunity to rethink your existing programs to make sure you're using an industry-leading solution. Otherwise, you'll struggle to adequately engage and empower employees to plan for their future financial needs and may even expose your organization to higher costs and dissatisfied employees.

Improve Employee Engagement and Gain Insights into Your Diverse Population

A successful CDH program, for example requires that you look beyond simply providing your employees with access to an online portal and mobile app. It's important that you also provide them with the latest industry innovations and decision support tools designed to assist your employees with making smarter healthcare decisions.



Empower employees to make informed healthcare choices with decision support tools and a fully integrated experience.

When you work with PNC, you'll gain deeper insights about your employees, while providing them with an exceptional digital experience. As an industry thought leader, we'll be your advisor to drive future enhancements.

The PNC Difference

Helping your employees to achieve health and financial success largely depends on your ability to deliver a truly innovative benefits solution. With PNC as your administrator, you'll receive:

- **Robust reporting that provides valuable and important data points** — you'll gain real-time insights to better understand member behavior, characteristics and trends so you can drive the strategic direction of your programs. We provide benchmark analysis and measurements against our portfolio and, when possible, across the industry.
- **Targeted communications help you send the right message to the right employees** — with data-driven communication strategies, you'll have the tools and insights to deliver your message to the right people at the right time. We can work with you to create meaningful, sophisticated communications targeted to the different populations that make up your employee base.
- **A focus on building stakeholder engagement** — we've developed support materials and a simple user interface with your members' needs in mind. Our intuitive self-service account management platform, mobile app, educational videos and automated alerts put information and tools in the hands of your employees to help them track and manage their healthcare costs.

Teaming with You for Success

Our goal is to help you educate, engage and empower your employees so you can achieve your strategic objectives. At PNC, we have helped thousands of clients improve their Consumer Driven Healthcare (account) administration, promote better financial planning to their employees and gain valuable insights. We can help you as well. By working with PNC, you'll see that:



Our top priority is to deliver an exceptional experience to your employees. PNC's comprehensive online portal design delivers easy account management on one platform, with one PNC-issued debit card for all accounts.



Our drive to innovate sets us apart, and we'll continue to differentiate our solution. For example, we introduced additional decision support tools to help your employees make more informed healthcare decisions. Noting that our mobile users access their accounts twice as often as desktop users, we've also enhanced our mobile app to help improve the overall quality of the experience.



We bring knowledge and experience for your advantage. The PNC BeneFit Plus team brings more than 15 years of experience working with employers, healthcare providers and payers.



We blend our financial experience with deep technical know-how and an understanding of a complex healthcare marketplace. PNC is focused on this industry, and unlike many account-based program administrators, our programs are backed by the strength and stability of the fifth largest bank in the United States.

We hope to work with you so we can transform the spending account experience for employees and their families. We look forward to discussing further how PNC can team with you to provide an innovative benefits solution that promotes a culture of health and financial well-being.

PNC BeneFit Plus CDH Proposal (as applicable)					
Fee Components	HSA	Standalone FSA, DCRA, or QTA	Standalone HRA	Lifestyle Spending Account (LSA)	Bundled (2+ Accounts Per Employee)
Setup / Implementation Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly Administrative Fee	\$2.50	\$3.50	\$3.50	\$3.50	\$3.95
Minimum Monthly Fee (Applies to all account types except HSA)	\$50.00				
Annual Maintenance Fee	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Annual Renewal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Termination Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Account Closing Fee (HSA)	\$0.00	N/A	N/A	N/A	N/A
Debit Card Issuance Fee	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Debit Card - Replacement of Lost or Stolen Card Fee	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Debit Card - Additional Cards for Dependents	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Check Request Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly electronic statements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mailed Paper Monthly Statements (Participant election)	\$1.50	N/A	N/A	N/A	N/A
Other Services - Nonsufficient Funds (NSF) Fee	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Other Services - Excess Contribution Distribution Fee	\$0.00	N/A	N/A	N/A	N/A
Other Services - Stop Payment Fee	\$0.00	N/A	N/A	N/A	N/A
Other Services - 1099 or 5498 Form Fee	\$0.00	N/A	N/A	N/A	N/A
Other Services - Returned Check Fee	\$0.00	N/A	N/A	N/A	N/A
Other Services - Duplicate copy of Tax Document	\$0.00	N/A	N/A	N/A	N/A
Discrimination Testing	N/A	\$200	N/A	N/A	\$200
Other HSA Administrative Fee Questions					
1. Is the monthly maintenance fee waived if the accountholder maintains a minimum balance level?	Yes, the HSA monthly administrative fee is waived if the average daily balance in the Cash Account exceeds \$5,000				
2. What is the fee for HSA Investors?	<p>PNC BeneFit Plus offers a low cost option for employees to grow their account. Our HSA investment options are load-waived mutual funds; any transactions fees charged by the fund are waived.</p> <p>An annual administrative charge of 0.45% of investment balances is applied and assessed quarterly (0.1125%).</p> <p>Any 12b-1 fees paid by the mutual fund companies are automatically reinvested into the HSA investor's position and serves as an offset against the annual PNC investment administrative fee.</p>				

Legal Legends:

PNC Bank proposes to use its standard documentation for these Services (including a business associate addendum) and is written for the specific Services that are the subject of the RFP. PNC Bank would consider any requested changes to this documentation, including requests to include specific terms from the RFP, and work to negotiate a mutually acceptable agreement. To the extent that the provisions of the RFP are inconsistent with our standard documents, our standard documents will govern.

This Proposal is delivered by PNC Bank, N.A. on the condition that it be kept confidential and not be shown to, or discussed with, any third party, including any financial institution (other than on a confidential or need-to-know basis with the recipient's directors, officers, employees, counsel and other advisors, or as required by law), or used other than for the purpose of evaluating this Proposal, without PNC Bank's prior written approval.

This Proposal is not a contract, a commitment to lend, an offer to enter into a contract or an offer to lend and does not obligate either party to negotiate or enter into any contract in connection with the Services described in this Proposal. Any commitment to lend will be subject to credit approval and any binding agreement to accept or provide the Services will be subject to the parties entering a written agreement that will contain terms that are acceptable to the parties. PNC Bank reserves the right to change, alter, eliminate or withdraw all or portions of this Proposal for the Services or to choose not to provide some or all of the Services. The organization to which this Proposal is addressed is responsible for all costs associated with its evaluation and due diligence efforts to review this Proposal.

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Marquetta Willis

Payroll Coordinator
City of Leeds
1400 9th Street
Leeds, AL 35094

Dear Marquetta,

On behalf of PNC, we are pleased to provide a Proposal for PNC Student Debt Solution, powered by Candidly™, which represents an opportunity to expand the long-standing, mutually beneficial relationship between City of Leeds and PNC. We thank you for your consideration of PNC.

It is important to choose a student debt benefit provider with a long-term commitment. PNC has evidenced its commitment to the financial wellness industry and our commitment is backed by the strength, stability and financial experience of the 6th largest commercial bank in the United States.

The City of Leeds and your employees may benefit from our holistic platform that could help your employees reduce the impact of their student loans on their current financial well-being and may also make you stand out as an employer. Highlights of our solution include:

- A high-quality, digital platform that is easy to use
- Platform powered by an industry-leader, Candidly™, who has demonstrated success in delivering real relief and impact to their users
- Intuitive employer dashboard that provides engagement insights across your employee base to evaluate the effectiveness of your program
- Comprehensive program that supports your employees through the full lifecycle of education expenses
- No matter the lending institution or the terms of the loan, we provide options ranging from identifying forgiveness and refinancing to helping borrowers better manage their repayment schedule
- A modular platform that can be configured with the most relevant solutions for your employees
- Knowledgeable customer service and support through the Help Center, by email, chat, or phone

Thank you for the opportunity to present this proposal. We will work hard to earn your trust, provide best-in-class solutions for City of Leeds and exceed your expectations throughout the relationship. Please do not hesitate to contact me with questions or to discuss next steps.

Sincerely,

Chelsea Burke

Chelsea Burke
AVP, Financial Wellness Consultant
Organizational Financial Wellness
O. 216.222.5349
C. 205.566.5347
chelsea.burke@pnc.com

Executive Summary

Promote a Culture of Well-Being

Organizations like yours tell us they're working hard to deliver comprehensive financial wellness benefits to employees and their families. But with the pressure to promote a financially healthy workforce while employees are faced with the growing burden of student debt, this goal is getting more difficult to achieve as traditional financial wellness benefits fall short in today's workplace.

Amid a rapidly changing and competitive employment market, companies are exploring differentiated benefit offerings to attract and retain talent. With the Federal Reserve estimating that 50% of employees between the ages of 22 and 44 carry some amount of student loan debt¹, student debt benefits are growing in popularity among financial wellness incentives. Studies show that employees who use student debt management tools are more likely to show strengthened engagement in their jobs, have an increased rate of retention and are less likely to experience burnout.²



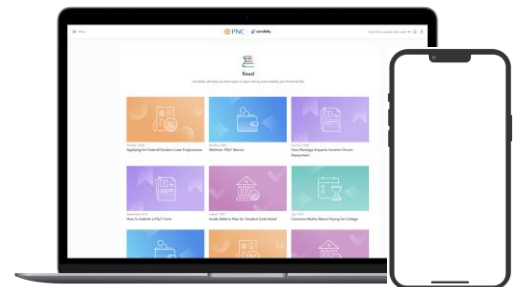
With PNC, you could stand out as an employer with our Student Debt Solution program, while helping your employees realize immediate savings today and accelerating their journey to a financially resilient tomorrow.

Given the ubiquity of student debt, it's important that you use this opportunity to rethink your existing financial wellness offerings to make sure you're providing a wholistic benefit package. Otherwise, you'll struggle to adequately engage and empower employees to plan for their future financial needs and may even expose your organization to higher costs and dissatisfied employees.

Improve Employee Engagement and Retention

Cultivating an engaged, loyal workplace culture starts with benefits that bring real wellness within reach – for everyone. You can shift employees' focus from their own financial stress to how your company helps them achieve financial success by offering PNC Student Debt Solution.

By providing a student debt benefit, your company's commitment to workplace wellness is put in action, and in doing so, demonstrates the cultural values today's job seekers appreciate most. Our solution supports the student loan journey from start to finish, and that means you can win employees' loyalty for the long haul.³ Now, it's important to take the next step. With the right solution, you'll drive deeper engagement and build a standard practice of financial well-being and responsibility around education costs.



Empower employees to make informed choices on their student loans with decision support tools and a fully integrated experience.

A successful student debt benefit program, for example, requires that you look beyond simply providing your employees refinancing options. It's important that you also provide them with the latest industry innovations, such as resources and decision support tools designed to assist individuals and their families in planning, borrowing, repaying and saving so that education can move them forward – not hold them back. When you work with PNC, you'll gain deeper insights about your employees, while providing them with an exceptional digital experience.

The PNC Difference

Empowering your employees to achieve financial success largely depends on your ability to deliver a truly innovative benefits solution. With PNC Student Debt Solution you'll receive:

- **Mature understanding and tenure in the complex student debt marketplace with industry-leader, Candidly™** — whose mission is to unlock student debt savings to empower hard-working individuals to go beyond debt and into financial wellness. Candidly partners with leading employers, 401(k) and 403(b) recordkeepers, financial institutions and more to offer solutions for those planning for college, repaying student debt or saving for the future.
- **An Employer Dashboard that provides engagement insights across your employee base** – to evaluate the effectiveness of your program, you can see the impact over time and by pre-specified fields, such as Tenure, Salary, or Department. You'll gain visibility into activation rates and into all employees filterable by pre-set field, such as Department or by Date. With the Employer Contributions capability, you'll get monthly match statements with the amounts and timing and also have the ability to see past monthly statements.
- **Targeted communications help you send the right message to the right employees** — with data-driven communication strategies, Candidly™ will provide you a marcomms toolkit for your approval to engage employees. After initial launch, communications will target the disengaged to nurture unregistered plan participants, maximize participation through logic-based drip campaigns, and celebrate participant progress, in partnership with you.
- **Education cost planning, repayment, and guidance tools for your employees** — your employees can plan for, identify funding, and optimize repayment strategies for student loans while taking next best actions to maximize financial resilience, through retirement savings, investments or a rainy day fund. With the Candidly Core offering, your employees can see a real-time roll up of all their student loans in one place, bridge the knowledge gap with easy-to-understand articles and guides, potentially shave years off their loans with cashback from everyday purchases, and much more!
- **Streamlined Public Service Loan Forgiveness (PSLF) Experience** – for your employees and you. Low application rates and even lower approval rates have kept PSLF out of reach for too long. With PNC Student Debt Solution, you'll gain at-a-glance tracing and smart automation for employees' PSLF applications. Your employees will be able to request employment certification with a single click and get automated recertification reminders, and also be able to switch to a PSLF-qualifying repayment.

Teaming with You for Success

Our goal is to help you educate, engage and empower your employees so you can achieve your strategic objectives. At PNC, we are committed to helping our clients discover and/or improve their student debt employee benefit, promote better financial planning to their employees and gain valuable insights. We can help you as well. By working with PNC, you'll see that:



Our top priority is to deliver an exceptional experience to your employees. PNC Student Debt Solution online portal design delivers easy student debt management guidance and tools on one platform, no matter the lending institution or terms of the loan.



Our drive to innovate has made us an industry leader, and we'll continue to differentiate our solution. Our comprehensive platform, powered by Candidly™, leverages logic-based technology to guide users to actions that transform outcomes. With a flexible program design, you can configure the modules to the most relevant solutions for your employees.



We bring knowledge and experience for your advantage. Historically, student debt hasn't gone anywhere but up, and we are here to support your employees through the full financial journey of education. In an ever-changing and complicated market, the PNC Student Debt Solution team and Candidly are dedicated to remaining relevant and meeting the critical needs of borrowers while making you stand out as an employer.

We hope to work with you so we can transform the full lifecycle of education expenses experience for your employees and their families. We look forward to discussing how PNC can team with you to provide an innovative benefits solution that promotes a culture of financial well-being.

Pricing:

PNC Student Debt Solution Proposal	
Candidly Core	
Annual Cost*	\$3,456
One-Time Implementation Fee	\$300
Optional Premium Services	
Coaching Annual Cost*	\$576
Employer Contributions Annual Cost*	\$288

- **Annual Cost** – The annual cost listed above is billed monthly. The monthly cost is broken down to Per Employee (i.e., Per-Employee Per-Month, or “PEPM”) and the number of PEPM shall be determined on an annual basis. The fees listed above will not be adjusted (up or down) based on expansion or contractions of the number of platform access employees during an annual period
- **Implementation Fee** – One-time fee for admin training, employee onboarding, live education/webinar, and integration into existing payroll, HRIS and intranet
- **Coaching** – Unlimited meetings with Candidly's Certified Student Loan Coaches
- **Employer Contributions** – Student loan payment set up, facilitation of contributions, and reporting

Miscellaneous Legal Issues:

PNC Bank provides standard documentation for these services that are the subject of the RFP (including, if applicable, a business associate addendum). To the extent that the provisions of the RFP are inconsistent with our standard documents, our standard documents will govern.

This Proposal is delivered by PNC Bank, N.A. on the condition that it be kept confidential and not be shown to, or discussed with, any third party, including any financial institution (other than on a confidential or need-to-know basis with the recipient's directors, officers, employees, counsel and other advisors, or as required by law), or used other than for the purpose of evaluating this Proposal, without PNC Bank's prior written approval.

This Proposal is not a contract, a commitment to lend, an offer to enter into a contract or an offer to lend and does not obligate either party to negotiate or enter into any contract in connection with the services described in this Proposal. Any commitment to lend will be subject to credit approval and any binding agreement to accept or provide the services will be subject to the parties entering a written agreement that will contain terms that are acceptable to the parties. PNC Bank reserves the right to change, alter, eliminate or withdraw all or portions of this Proposal for the services or to choose not to provide some or all of the services. The organization to which this Proposal is addressed is responsible for all costs associated with its evaluation and due diligence efforts to review this Proposal.

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* Annual Cost presented in this proposal is an estimate. Actual pricing may vary.

1 <https://educationdata.org/student-loan-debt-statistics>

2 MetLife's 19th Annual U.S. Employee Benefit Trends Study 2021

3 <https://www.shrm.org/resourcesandtools/hr-topics/benefits/pages/employers-explore-repaying-student-loan-debt.aspx/>

PNC BENEFIT PLUS

Lifestyle Spending Accounts for Your Employees



80%

of employees say they would stay longer with an employer that offered more financial wellness benefits.¹

Organizations are focused on providing employees with meaningful benefits that encourage healthy habits, overall well-being and employee satisfaction. Lifestyle Spending Accounts (LSAs) offer a customizable option to help attract, retain and engage your diverse workforce.

How It Works

PNC BeneFit Plus LSAs allow you to offer a post-tax,² employer-funded program for life expenses that help promote physical, financial and emotional wellness. You can help optimize your budget dollars by defining who is eligible, how much they can receive and what expenses may be covered.

Benefits for employers

- Help improve employee retention and engagement
- LSAs can be integrated with other spending account programs
- Help maximize your benefits budget by retaining unused funds

Benefits for employees

- Achieving personal lifestyle and wellness goals
- Convenient online and mobile³ account experience
- Greater work-life balance



50 PNC BeneFit Plus Lifestyle Spending Account

Tailored Expense Lists

LSAs give you options to help meet the unique needs of your employees, organization and overall benefits program.

POTENTIALLY ELIGIBLE EXPENSES



Emotional

- Non-medical counseling services
- Retreats (e.g., leadership, spiritual)
- Camping supplies
- Meditation and personal development classes (e.g., art, cooking)
- Annual park passes, hunting and fishing licenses



Physical

- Gym, health club, spa and fitness studio memberships
- Fitness classes and lessons, personal trainer, fitness trackers
- Athletic and exercise equipment
- Entry fees (e.g., marathon) and passes (e.g., ski, golf)



Financial

- Home purchase expense reimbursement
- Financial planning services and financial education
- Identity theft services
- Pet insurance premiums



LEARN MORE

PNC offers a full suite of tax-advantaged accounts, including Health Savings Accounts (HSAs), Flexible Spending Accounts (FSAs), Health Reimbursement Arrangements (HRAs), Qualified Transportation Accounts (QTAs) and Lifestyle Spending Accounts (LSAs). For more information, please contact your PNC Financial Wellness Consultant or visit pnc.com/pncbenefitplus.

¹ "Financial Wellness in the Workplace Report 2023: What U.S. Employees Want (and Need)," PNC Bank. Link here: <https://www.pnc.com/en/corporate-and-institutional/organizational-financial-wellness/financial-wellness-in-the-workplace-report.html>

² PNC does not provide legal, tax or accounting advice. Consult your tax advisor about tax benefits applicable to Lifestyle Spending Accounts.

³ A supported mobile device is needed to use mobile banking. Standard message and data rates may apply.

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Banking and lending products and services, bank deposit products and treasury management services for clients and/or customers are provided by PNC Bank, National Association, a wholly-owned subsidiary of PNC and **Member FDIC**.

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OFW PDF 1123-035-2368305

File Attachments for Item:

10. Resolution 2024-08-11: Consider Approval of Technology Service and Equipment Agreement with Alabama Power and Axon Enterprise for Public Safety Cameras

**CITY OF LEEDS
RESOLUTION NO.: 2024-08-11**

**APPROVAL OF ALABAMA POWER SERVICE AND AXON ENTERPRISE EQUIPMENT
AGREEMENT FOR PUBLIC SAFETY CAMERAS**

WHEREAS, the Finance Committee recommends and approves the attached letter proposal from Alabama Power to provide flock cameras, associated equipment, and ongoing data services for said cameras; and

WHEREAS, considering the custom nature of the services and the sensitive nature of the security plans and infrastructure, the services are exempt from bid requirements (Al Code 41-16-51(a)(15)); and,

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Recitals above are true, correct and included herein as if fully set forth.
2. The Axon licensing agreement and Alabama Power service proposal for flock cameras (LPR) is hereby approved subject to the terms and conditions identified within the attachment.
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 services Agreement.
4. City Staff shall adjust the City budget in such a manner as to allow for the use of confiscated funds, not to exceed \$117,302.56 for the purpose of paying service costs.
5. 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 19th day of August 2024

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 19th day of August 2024.

Toushi Arbitelle, CITY CLERK



August 12, 2024

City of Leeds
1040 Park Drive
Leeds, AL 35094

Thank you for allowing Alabama Power Company the opportunity to provide a proposal for a license plate recognition camera installation for the City of Leeds.

With this surveillance installation, Alabama Power Company will provide the following:

- 16 – Flock 5MP HD License Plate Recognition (LPR) cameras and all associated networking equipment
- 4 – Black, direct-buried pole
- 7 – Break-away poles
- Dedicated 4G LTE network backhaul connection and hardware
- Cameras run license plates through NCIC database
- All required license fees and monthly subscription fees for 16 cameras using Flock's LPR platform with standard 30-day storage

Standard Operating Agreement: 24 month agreement, automatically renews for 24 months after month 24, service price is fixed. Alabama Power retains ownership of the camera system, the City of Leeds Police Department retains ownership of all data collected. All support and maintenance to operate the surveillance system is included. No prepayment required for installation. However, there is a \$1,900.00 **upfront** charge for each break-away pole. Using the Flock Safety Dashboard, all of Leeds Police Department's images will be stored in the cloud server and will be accessible by approved personnel via any internet enabled web browser or mobile device. The Leeds Police Department will have full access to all images of their location and at their discretion.

***Estimated Monthly Service Amount = \$4,333.44 plus \$13,300.00 upfront for break-away poles**

Total Cost of \$117,302.56

This estimate is valid for **60 days**

If you have any questions at all, please do not hesitate to give me a call or email.

Sincerely,

A handwritten signature in black ink that reads "Jonathan Bozeman".

Jonathan Bozeman
205-484-5036

Alabama Power Company
Public Safety Manager

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



Q-587612-45491.675SB

Issued: 07/13/2024

Quote Expiration: 08/16/2024

Estimated Contract Start Date: 09/01/2024

Account Number: 513532

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
LEEDS POLICE DEPT. - AL 1040 Park Dr Leeds, AL 35094-1896 USA	LEEDS POLICE DEPT. - AL 1400 9th St Leeds AL 35094-2207 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Spencer Bassett Phone: Email: sbassett@axon.com Fax:	Paul Irwin Phone: (205) 689-2581 Email: pirwin@leedsalabama.gov Fax:

Quote Summary

Program Length	53 Months
TOTAL COST	\$85,481.00
ESTIMATED TOTAL W/ TAX	\$85,481.00

Discount Summary

Average Savings Per Year	\$513.06
TOTAL SAVINGS	\$2,266.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$85,481.00	\$0.00	\$85,481.00
Total	\$85,481.00	\$0.00	\$85,481.00

Quote Unbundled Price: \$87,747.00
 Quote List Price: \$87,747.00
 Quote Subtotal: \$85,481.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
80402	AXON RESPOND - LICENSE - FLEET 3	20	53		\$16.72	\$16.72	\$17,723.20	\$0.00	\$17,723.20
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	53		\$63.23	\$61.09	\$64,757.80	\$0.00	\$64,757.80
A la Carte Services									
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$85,481.00	\$0.00	\$85,481.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	09/01/2024	01/31/2029
A la Carte	80402	AXON RESPOND - LICENSE - FLEET 3	20	09/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1040 Park Dr	Leeds	AL	35094-1896	USA

Payment Details

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$3,000.00	\$0.00	\$3,000.00
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	\$64,757.80	\$0.00	\$64,757.80
Year 1	80402	AXON RESPOND - LICENSE - FLEET 3	20	\$17,723.20	\$0.00	\$17,723.20
Total				\$85,481.00	\$0.00	\$85,481.00

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

7/18/2024



File Attachments for Item:

11. Resolution 2024-08-12: Consider Approving waiver of permit fees for a Church Service Project

RESOLUTION NO. 2024-08-12**APPROVING THE WAIVER OF CITY PERMIT FEES – CHURCH SERVICE PROJECT**

WHEREAS, the Church of the Highlands, an Alabama non-profit corporation, is the applicant for a permit allowing various activities related to a general maintenance service project that they are performing within the City of Leeds at 1318 Gary Alan Trace and

WHEREAS, the applicant for the subject permit is asking for a one-time waiver of the requisite permit fee in an amount not to exceed \$100.00 and

WHEREAS, by waiving the subject permit fee, the City will create a public benefit by adding value to the surrounding property by allowing the permit fees to be instead utilized on the project.

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. A public purpose and benefit are hereby recognized and acknowledged by the actions taken herein, and the permit fee applicable to the maintenance service project being performed on property located at 1318 Gary Alan Trace, 35004 in Leeds, is hereby waived. This waiver only applies to the subject permit fee and does not otherwise waive any applicable ordinance, rule, or regulation.
3. The Mayor and City 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.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Leeds, Alabama, on this the 19th day of August 2024.

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 19th day of August 2024.

Toushi Arbitelle

File Attachments for Item:

12. Resolution 2024-08-13: Amending R2021-07-07 and Authorizing updated City Employee Credit Card Policy

RESOLUTION NO. 2024-08-13

A RESOLUTION AMENDING RESOLUTION 2020-01-10 AUTHORIZING THE USE OF MUNICIPAL CREDIT CARDS BY CERTAIN OFFICERS AND EMPLOYEES OF THE CITY OF LEEDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA, WHILE IN REGULAR SESSION ON AUGUST 19TH, 2024, as follows:

Section 1. That Resolution No. 2020-01-10, authorizing the Use of Municipal Credit Cards by certain officers and employees of the City of Leeds, be and is hereby amended by adding certain positions and amounts.

Section 2. That, except as otherwise directed by the City Council hereafter, credit cards issued by Servis1st to the City of Leeds shall be held and usable only by the following City employees:

Position	Limit
Magistrate #3	\$2,500.00

With the written approval of the Mayor or City Administrator, or in their absence, the City Clerk, a credit card held and usable by one of the individuals named above may be assigned for temporary use to another employee subject to all terms and limitations of this resolution.

Section 3. The job position named above of the City of Leeds is hereby authorized by the City Council of the City of Leeds to be added to the list of employees authorized to incur charges on such credit cards for (a) the purchase of goods and services for the account of the City in connection with the performance of his or her duties incidental to the management or control of the affairs of the City, (b) out-of-town travel specifically authorized in advance by the Council, or (c) out-of-town travel otherwise required in the performance of his or her duties incidental to the management or control of the affairs of the City. Unless authorized by the Council, no employee shall utilize such credit cards to incur charges above the stated limits for purchasing goods and services.

Section 4. Any employee utilizing such credit cards to incur charges file an itemized statement and explanation of all charges incurred.

Section 5. Any officer or employee utilizing such credit cards to incur charges in connection with out-of-town travel shall, upon his or her return, file an itemized statement and explanation of all charges incurred in the manner described in the *Code of Alabama 1975, Section 36-7-4*.

Section 6. That upon submission for payment by the City Council after audit and certification by the City Clerk as provided in *Code of Alabama 1975, Section 11-43-101*, no credit card charges shall be paid utilizing the funds of the City treasury incurred in nonconformity with this or any other authorizing resolution of the City Council. To the extent that charges are determined by the City Council to have been incurred other than in conformity with this or any other authorizing resolution of the City Council, the employee responsible for the incurring of such charges shall pay such charges personally. The Council may direct that such charges be deducted from any sum then or in the future owed by the city to such employee.

Section 7. For purchases and expenditures on behalf of the City, all such purchases and expenditures shall conform with all the City's written purchasing policies and procedures.

Section 8. That this Resolution shall become effective upon its adoption.

ADOPTED this 19th day of August 2024.

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 19th day of August 2024.

Toushi Arbitelle

File Attachments for Item:

13. Resolution 2024-08-14: Consider ALDOT agreement for street lighting maintenance @ Parkway Drive and Interstate 20 Exit 140

RESOLUTION NO 2024-08-14

WHEREAS, The Alabama Department of Transportation (“ALDOT”) has requested the City of Leeds, Alabama, to execute a permit (agreement) for the removal, equipment upgrade, operation, and maintenance of streetlights at the following intersections:

US-78/Parkway Drive at Interstate 20
(Exit 140)

WHEREAS, the City Council has considered ALDOT's request to authorize the Mayor and staff to agree to permit the installation of the traffic signals as identified hereinabove.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leeds, Alabama, at a regular meeting, duly assembled, a quorum being present, as follows:

1. The Mayor and Staff are hereby authorized to execute the permit (Exhibit A) with the Alabama Department of Transportation to permit the following:
 - a. The removal, equipment upgrade, operation, and maintenance of street lighting at the following intersections:

US-78/Parkway Drive at
Interstate 20 (Exit 140)
2. The Mayor and Staff are authorized to execute any documents necessary to permit the construction of the traffic signals provided above as required by the Alabama Department of Transportation.
3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Leeds, Alabama.

ADOPTED and APPROVED this the 19th day of August 2024.

CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ATTEST:

ABSTAIN:

TOUSHI ARBITELLE, CITY CLERK

STATE OF ALABAMA) JEFFERSON COUNTY)

I, the undersigned City Clerk of the City of Leeds, do hereby certify that the preceding Resolution No.2024-08-14 is a true and correct copy of the resolution passed by the City Council of said City at a regular meeting, a quorum being present, on 19th day of August 2024.

This is given under my hand and the corporate seal of the City of Leeds, this 19th day of August 2024.

City Clerk

Master Contract for Lighting Services - Illumination (Governmental)

TERMS and CONDITIONS

1. **Lighting Services Agreement.** This Master Contract for Lighting Services – Illumination (Governmental) (“**Agreement**”) entered into as of the date of the last signature below (the “**Effective Date**”) establishes the agreed terms and conditions upon which Alabama Power Company (“**APC**”) will upgrade the existing interstate lights on Interstate 20 exit 140 currently serving the City of Leeds (“**Customer**”) (the “**I-20 Exit 140 Interstate Lighting Upgrade**”) commencing upon the completion of the Interstate Lighting System upgrade. This Agreement shall apply to the “**Selected Components**” described in the attached Components Exhibit and any additional Components Exhibit(s) executed after the Effective Date of this Agreement. All capitalized terms defined in this Agreement are incorporated in and made a part of the Components Exhibit and any additional executed Components Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Components Exhibit attached hereto.

Under this Agreement, APC: (i) will provide lighting service (“**Lighting Service**”) and where APC deems necessary, related electric service (“**Electric Service**”) (“**Lighting Service**” and “**Electric Service**” shall be collectively referred to as “**Service**”) to Customer for the Selected Components referenced in the Components Exhibit and any additional Components exhibit(s) executed for use for the streetlight areas identified jointly by APC and the Customer under the I-20 Exit 140 Interstate Lighting Upgrade (the “**Premises**”); (ii) may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the “**APC Assets**”) as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service; and (iii) conduct all other APC Activity (defined below).

2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property, or assets of any kind. APC retains the sole and exclusive right, title, and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. Customer acknowledges that the APC Assets, even if attached to Customer's real property, always will remain the exclusive personal property of APC and that APC may remove the APC Assets when this Agreement ends. For the avoidance of doubt, Customer's poles (such as Customer's traffic signal poles) are designated as real property as pertaining to this Agreement. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the APC Assets and agrees that APC may record those documents. **APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors and not on any statements or representations (written or oral) of APC or any of its representatives and agents.**
3. **Term.** The initial term for the Agreement shall be for sixty (60) months, calculated from the start date of the first monthly billing period (the “**Initial Term**”). After the Initial Term, this Agreement automatically renews on a month-to-month basis (the “**Renewal Term(s)**”) and collectively with the Initial Term, the “**Term**”) until terminated by either party by providing written notice of intent to terminate to the other party at least thirty (30) days before the desired termination date.

The Monthly Service Cost for the I-20 Exit 140 Interstate Lighting Upgrade set forth in the attached Components Exhibit and any additional Components Exhibit(s) executed after the Effective Date of this Agreement for the I-20 Exit 140 Interstate Lighting Upgrade shall be valid through the Initial Term of the Agreement as noted above. After the Initial Term, APC reserves the right to revise the Monthly Service Cost in the event APC incurs an increase in the cost of ownership or maintenance. APC will provide notice to Customer in accordance with Section 16 prior to any such revision.

4. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the “**Commission**”) at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations, and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules will be provided by APC upon Customer's request and are available for viewing on APC's website <http://www.alabamapower.com>.
5. **Payment.** APC will invoice Customer for the Service per the terms stated in the Components Exhibit and this Agreement and APC's right to revise the Monthly Service Cost pursuant to Section 3. Customer agrees to pay the monthly amount billed before Customer's next bill is issued by APC. If a balance is outstanding by the next bill date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the monthly bill in order to continue service.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the “**APC Activity**”). Customer represents that it has the right to permit APC to provide the Service and perform the APC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity and Service.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this service. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the installation of APC Assets at the premises (including trenching), Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC Activity related to the installation and connection of APC Assets can commence will allow Customer to perform any part of the Installation (including trenching) subject to the following: (1) Customer provides request to APC; (2) Customer warrants that Customer's work will meet APC's specifications and timing; and (3) Customer acknowledges it is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or delay.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Components Exhibit include no allowance for any subsurface rock, wetland, underground

stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("**Unforeseen Condition**"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of APC Asset modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

8. **APC Asset Protection and Damage.** After Installation and throughout the Term, in the event of any work or digging near the APC Asset, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to Alabama 811; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the APC Assets caused by anyone other than APC (or an APC contractor or representative).
9. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling 1-888-430-5787 to report the issue or by reporting the issue online at (<http://www.alabamapower.com>).
10. **Disclaimer: Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Asset, the Service may not follow IESNA guidelines. "IESNA" shall mean Illuminating Engineering Society of North America. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Service, the APC Activity or this Agreement, or arising from damage, hindrance, or delay involving the Service, the APC Activity or this Agreement, whether or not reasonable, foreseeable, contemplated, or (avoidable). Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.**
11. **Vandalism.** During the Term, Customer will be responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
12. **Liability.** Each party shall be responsible for its own representations, acts, and omissions. It is understood and agreed that neither party to this Agreement shall be liable for any misrepresentations, negligent or wrongful acts, either of commission or omission, chargeable to the other arising out of and/or involving this Agreement, the Equipment, or the Premises.
13. **Default.** Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
14. **Immigration Law Compliance.** (a) APC represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"). (b) APC represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that APC is enrolled in the E-Verify program. During the performance of this Agreement, APC shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) APC agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for APC on the project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. APC represents and warrants that APC shall not hire, retain or contract with any subcontractor to work on the project in Alabama which APC knows is not in compliance with the Act. (d) By signing the agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
15. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement (including the Monthly Service Cost) by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

IN WITNESS WHEREOF, APC and Customer have caused this Master Agreement to be executed by their authorized representatives.

City of Leeds

By: Brod Watson

Name: Brod Watson

Date: 4-11-24

Alabama Power Company

By: _____

Name: _____

Date: _____



COMPONENTS EXHIBIT

Alabama Power Company ("APC") and the City of Leeds ("Customer") agree that the Master Contract for Lighting Services – Illumination (Governmental) ("Agreement") dated as of the Effective Date (as defined in the Agreement) shall apply to each of the selected LED fixture type identified below. This Components Exhibit to the Agreement is entered into as of the date of the last signature below.

CUSTOMER OWNED INTERSTATE LIGHTING

Selected Components Information				
	Component Description	Monthly Service Cost (see Note 1)	Estimated Regulated Cost (see Note 2)	Total Monthly Cost
1	LED Cobra Head – 34,000 - 54,000 Initial Lumens	\$38.19	\$7.43	\$45.62

Note 1: The Monthly Service Cost shall be valid through the Initial Term of the Agreement and shall be applicable to the I-20 Exit 140 Interstate Lighting Upgrade and any additional new interstate fixtures identified jointly as part of the I-20 Exit 140 Interstate Lighting Upgrade through the Initial Term of the Agreement as noted in Section 3. For Components installed on Customer owned poles, APC is only responsible for maintaining the APC Assets. Customer is responsible for all poles, wire and necessary equipment serving the fixture.

Note 2: The Estimated Regulated Cost is subject to change at any time if a comparable Selected Component with a different wattage meeting the lumens range is selected.

Note 3: Unmetered service on customer owned poles – APC will maintain light fixture and photocell – Customer still responsible for maintenance on poles and underground infrastructure

IN WITNESS WHEREOF, APC and Customer have caused this Components Exhibit to be executed by their authorized representatives.

City of Leeds

By: Brad Watson

Name: Brad Watson

Date: 6-1-24

Alabama Power Company

By: _____

Name: _____

Date: _____