



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

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

October 21, 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 October 07, 2024

REPORTS OF OFFICERS:

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

PUBLIC HEARING

- [5.](#) Consider the Determination of Certain Conditions to be a Public Nuisance at 7092 Mountain View Lane

OLD BUSINESS:

NEW BUSINESS:

6. Executive Session
- [7.](#) Resolution R21-002232: Consider Declaring Certain Conditions to be a Public Nuisance at 7092 Mountain View Lane
- [8.](#) Resolution 2024-10-06: Consider Purchase Approval for Liquid Spring Suspension System for City Ambulance
- [9.](#) Resolution 2024-10-07: Consider Charity Bingo Application for Vann's at 1615 Ashville Road
- [10.](#) Resolution 2024-10-08: Consider an Appeal of Occupational Tax Delinquency Determination

- [11.](#) Resolution 2024-10-09: Consider Approval of 2025 Severe Weather Preparedness Sales Tax Holiday
- [12.](#) Resolution 2024-10-10: Consider Authorization and Approval of St Clair Ambulance Agreement

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 October 07, 2024



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

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

October 07, 2024 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 6:03 pm.

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

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

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor David Miller

CUTOFF FOR PUBLIC COMMENT SIGN-UP

APPROVE COUNCIL MINUTES

1. Minutes from September 16, 2024

Motion to approve Minutes from Sept 16, 2024 made by Council member Turner, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce. Voting Abstaining: Council member Washington

REPORTS OF OFFICERS:

2. Mayor David Miller
Staff Reports are in Council packet.
3. City Administrator Watson
Absent
4. Police Chief Irwin (Sergeant at Arms)

Chief Irwin expressed his appreciation for the support for last week's National Night Out.

OLD BUSINESS:

There was none.

NEW BUSINESS:

5. Resolution 2024-10-01: Consider Acceptance of Jefferson County Grant Proceeds in support of the City of Leeds Senior Citizen Programs
 Motion to approve Resolution 2024-10-01 made by Council member Ragland-Pierce, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

6. Resolution 2024-10-02: Consider Agreement for Municipal Inmate Housing with St Clair County
 Motion to approve Resolution 2024-10-02 made by Council member Dutton, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

7. Resolution 2024-10-03: Consider Approval of Cost of Living Adjustments for all City Employees
 Motion to approve Resolution 2024-10-03 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 Latta, Council member Ragland-Pierce

8. Resolution 2024-10-04: Consider Adoption and Ratification of June 2024 City Expenditures/Payables
 Motion to approve Resolution 2024-10-04 made by Council member Dutton, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

9. Resolution 2024-10-05: Consider Declaring surplus property and authorizing its sale/disposal for the Public Works Department
 Motion to approve Resolution 2024-10-05 made by Council member Dutton, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

10. Ordinance 2024-10-01: Consider Adjustments to the City's Fine and Fee Schedule
 Motion for Unanimous Consent to consider Ordinance 2024-10-01 made by Council member Dutton, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce
 Motion to approve Ordinance 2024-10-01 made by Council member Dutton, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

PUBLIC COMMENTS

Ms Tena Payne, 1337 Montevallo Road, addressed the Council concerning her recent audit by Avenu Insights and Analytics.

ADJOURNMENT

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

The meeting adjourned at 6:17 pm.

David Miller, Mayor

Attest:

Toushi Artbitelle, City Clerk

File Attachments for Item:

2. Mayor David Miller

Other Reports

**Leeds Main Street
City Appropriations Account - Last Month
September 2024**

	Account	Date	Transaction type	Num	Name	Memo/Description	Cleared	Amount
LMS City Appropriations Checking	Beginning Balance							
	LMS City Appropriations Checking	09/03/2024	Expense		Google Voice	Monthly Google Voice Service	Cleared	-\$ 4.79
	LMS City Appropriations Checking	09/09/2024	Expense		GoDaddy	Website Domain- 3 Year ownership	Cleared	-\$ 66.51
	LMS City Appropriations Checking	09/09/2024	Expense		Characters for Hire	Mistletoe on Main- Victorian Carolers	Cleared	-\$ 1,875.00
	LMS City Appropriations Checking	09/10/2024	Expense		Run Sign Up	Test for 5k	Cleared	-\$ 41.07
	LMS City Appropriations Checking	09/10/2024	Expense		Exon Mobile	Ice	Cleared	-\$ 4.93
	LMS City Appropriations Checking	09/10/2024	Expense		Exon Mobile	Working Board Meeting	Cleared	-\$ 7.55
	LMS City Appropriations Checking	09/11/2024	Expense		Sweet Spun Cotton	Cotton Candy Deposit: Mistletoe on Main	Cleared	-\$ 577.50
	LMS City Appropriations Checking	09/12/2024	Expense		TMobile	Wifi needed for 2nd floor of chamber	Cleared	-\$ 53.50
	LMS City Appropriations Checking	09/16/2024	Expense		Giverrang Gift Card Program	Downtown Gift Card	Cleared	-\$ 27.00
	LMS City Appropriations Checking	09/16/2024	Check	5024	John Harris dba Harris Carriage	Horse and Carriage for Mistletoe on Main	Cleared	-\$ 2,880.00
	LMS City Appropriations Checking	09/16/2024	Expense		LIINKS	Signed POS Recurring Purchase LIINKS_PREMIUM BROOKLYN Terminal ID: 7SHLL9OT Seri	Cleared	-\$ 4.00
	LMS City Appropriations Checking	09/16/2024	Transfer			TRANSFER from House Tourism Grant	Cleared	\$ 2,900.00
	LMS City Appropriations Checking	09/17/2024	Expense		PDF Filler	Annual PDF Filler Membership	Cleared	-\$ 144.00
	LMS City Appropriations Checking	09/17/2024	Check	5025	Kelly Landscaping Architects	Parkway Alley- 3D Renderings	Cleared	-\$ 1,198.00
	LMS City Appropriations Checking	09/18/2024	Expense		First Priority of Alabama	Nonprofit Sector Yearly Meeting	Cleared	-\$ 10.00
	LMS City Appropriations Checking	09/19/2024	Expense		Shell	ice	Cleared	-\$ 10.85
	LMS City Appropriations Checking	09/23/2024	Expense		Coterie Insurance	Coterie	Cleared	-\$ 78.31
	LMS City Appropriations Checking	09/23/2024	Expense		Kevin Shaw	DJ for Fall Festival: Deposit	Cleared	-\$ 150.00
	LMS City Appropriations Checking	09/26/2024	Expense		Wal-Mart	Fall Festival	Cleared	-\$ 42.58
	LMS City Appropriations Checking	09/26/2024	Expense		Guerrero	Working Lunch: Design Committee	Cleared	-\$ 103.88
	LMS City Appropriations Checking	09/27/2024	Expense		canva	Canva Yearly Fee	Cleared	-\$ 120.00
	LMS City Appropriations Checking	09/27/2024	Deposit		The Pants Store - Michael Gee	Pants Store: Skate Helper Sponsor for Ice Rink	Cleared	\$ 343.25
	LMS City Appropriations Checking	09/30/2024	Expense		Publix	Flowers and Card for Yellowhammer's Opening	Cleared	-\$ 39.58
	LMS City Appropriations Checking	09/30/2024	Expense		Great American	Great American Insurance	Cleared	-\$ 155.25
Total for LMS City Appropriations Checking								-\$ 4,351.05

Cash Basis Sunday, October 06, 2024 01:29 PM GMTZ



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

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

9297Business Checking

Summary of Activity Since Your Last Statement

Balance Forward From	09/01/2024	12,380.96	Images Enclosed.....	2
2 Deposits/Credits.....		3,243.25 +	Minimum Balance.....	8,001.49
22 Withdrawals/Debits.....		7,594.30 -	Average Balance.....	9,793.88
Ending Balance As Of	09/30/2024	8,029.91	Average Available Balance.....	9,793.88

OTHER CREDITS

DATE	AMOUNT	DESCRIPTION
09/16/2024	2,900.00	EFT/ACH Credit Internet transfer from checking 049
09/27/2024	343.25	Ach deposit VENMO CASHOUT

CHECKS

CHECK NO	DATE	AMOUNT	CHECK NO	DATE	AMOUNT
5024	09/16/2024	2,880.00	5025	09/17/2024	1,198.00
* - denotes missing check number in sequence					

OTHER DEBITS


DATE	AMOUNT	DESCRIPTION
09/03/2024	4.79	Debit Card Transaction GOOGLE *SVCSleeds mains 650-253-0000 Terminal ID: 00361235 Serial #: 000766867
09/09/2024	66.51	Debit Card Transaction DNH*GODADDY#3255878888 TEMPE Terminal ID: 29283001 Serial #: 000772652
09/09/2024	1,875.00	Debit Card Transaction SQ *CHARACTERS FOR HIR gosq.com Terminal ID: 00372041 Serial #: 000743289
09/10/2024	4.93	Debit Card Transaction EXXON LEEDS COOSA MART LEEDS Terminal ID: 00010001 Serial #: 000802226
09/10/2024	7.55	Debit Card Transaction MR TACO TRUCK BIRMINGHAM Terminal ID: 77919377 Serial #: 000497093
09/10/2024	41.07	Debit Card Transaction SignUp *CityOfValor5K 8883851360 Terminal ID: 99999999 Serial #: 000613028
09/11/2024	577.50	Debit Card Transaction SQ *SWEET SPUN COTTON gosq.com Terminal ID: 00372040 Serial #: 000497753
09/12/2024	53.50	Debit Card Transaction

OTHER DEBITS

DATE	AMOUNT	DESCRIPTION
09/16/2024	27.00	TMOBILE AUTO PAY BELLEVUE WA Terminal ID: 002 Serial #: 000168239 Debit Card Transaction
09/16/2024	4.00	GIVERRANG 860-5065822 Terminal ID: 00000001 Serial #: 000261995 Debit Card Transaction
09/17/2024	144.00	LIINKS_PREMIUM BROOKLYN Terminal ID: 7SHLL9OT Serial #: 000890273 Debit Card Transaction
09/18/2024	10.00	SupportPDFfiller.com 855-750-1663 Terminal ID: 99999999 Serial #: 000659303 Debit Card Transaction
09/19/2024	10.85	PP*FIRST PRIORITY OF A BIRMINGHAM Terminal ID: 6100 Serial #: 000549219 Debit Card Transaction
09/23/2024	150.00	SHELL OIL 12663434004 ODENVILLE Terminal ID: 00000001 Serial #: 000297878 Ach withdrawal
09/23/2024	78.31	VENMO PAYMENT Debit Card Transaction
09/26/2024	42.58	COTERIE INSURANCE CINCINNATI Terminal ID: EBLP2VM9 Serial #: 000688129 Debit Card Transaction
09/26/2024	103.88	WAL-MART #0562 LEEDS AL Terminal ID: 24056201 Serial #: 000402013 Debit Card Transaction
09/27/2024	120.00	GUERRERO MEXICAN GRILL LEEDS Terminal ID: 78590710 Serial #: 000973749 Debit Card Transaction
09/30/2024	39.58	CANVA* I04286-82317516 CAMDEN Terminal ID: RHM0EZQC Serial #: 000579363 Debit Card Transaction
09/30/2024	155.25	PUBLIX SUPER MARKETS MOODY AL Terminal ID: P1508102 Serial #: 000001283 Debit Card Transaction
		NNT GREATAMERICAN 3706 CINCINNATI OH Terminal ID: 05355604 Serial #: 000580637

DAILY BALANCE INFORMATION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/31/2024	12,380.96	09/12/2024	9,750.11	09/23/2024	8,147.95
09/03/2024	12,376.17	09/16/2024	9,739.11	09/26/2024	8,001.49
09/09/2024	10,434.66	09/17/2024	8,397.11	09/27/2024	8,224.74
09/10/2024	10,381.11	09/18/2024	8,387.11	09/30/2024	8,029.91
09/11/2024	9,803.61	09/19/2024	8,376.26		



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

DATE 9/11/24
 PAY TO THE ORDER OF John Harris / Harris Carriage \$ 2880.00
Two thousand eight hundred eighty 9/11/24 DOLLARS

MEMO MsHob m Main - Dec 13 4:00-6:00 [Signature]

#005024# 40622062794 [REDACTED] 9297#

09/16/2024 5024 \$2,880.00


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

DATE 9/11/24
 PAY TO THE ORDER OF Kelly Landscape Architect LLC \$ 1198.00
One thousand one hundred ninety eight 9/11/24 DOLLARS

MEMO Leeds Merchants Alley [Signature]

#005025# 40622062794 [REDACTED] 9297#

09/17/2024 5025 \$1,198.00

File Attachments for Item:

3. City Administrator Watson
Overtime Report

Department Hours- OT**From 10/01/24 to 10/14/24**

Department	OT	Totals
	229:51	229:51
ADM-1	8:34	8:34
CRT-11	7:33	7:33
DEV-50	0:36	0:36
FIRE1-26	41:00	41:00
LIB-70	2:00	2:00
POL-22	143:23	143:23
STR-80	26:45	26:45

File Attachments for Item:

5. Consider the Determination of Certain Conditions to be a Public Nuisance at 7092 Mountain View Lane

PUBLIC

NUSIANCE

7092 MOUNTAIN VIEW LN

2500312000017001

▶▶▶ Pull here to open

Pull here to open ▶▶▶

CITY OF LEEDS

17

BOX 5

DS AL 35094-0001



PITNEY BOWES

\$0.69

US POSTAGE

FIRST-CLASS

028W0002310943

2000440893

ZIP 35094

OCT 02 2024



Lisa J. Harris
Agent of Heirs of Jimmy Ray Harris
7092 Mtn. View Ln.
Leeds, AL 35094

City of Leeds, Alabama

Department of Development Services

1400 9th St. Leeds, AL 35094

205-699-2585 development@leedsalabama.gov

HARRIS LISA J AGENT OF THE HEIRS OF JIMMY RAY HARRIS
7092 MOUNTAIN VIEW LN
LEEDS, AL 35094-5700

Reference: 21-002232

Parcel ID: 2500312000017001

NOTICE AND ORDER TO ABATE

NOTICE IS HEREBY GIVEN THAT HARRIS LISA J AGENT OF THE HEIRS OF JIMMY RAY HARRIS is in violation of Chapter 32 of the City of Leeds, Municipal Code. The violation has been investigated, declared a public nuisance by the City Enforcement Officer and must be abated immediately.

The public nuisance is on property located at: 7092 MOUNTAIN VIEW LN LEEDS, AL 35094

YOU ARE HEREBY ORDERED TO ABATE SAID PUBLIC NUISANCE within ten (10) days consecutive calendar days from the issuance of this Order. The issuance date is specified below. You may abate the nuisance by REMOVE ITEMS IN VIOLATION OF ORD. 2016-02-04

Section: Sec 10-3(a) (8)

Description: International Property Maintenance Code

Corrective Action: Remove Offending Material 10 Days

Comments: Certain repairs and maintenance are required to ensure compliance with the 2015 International Property Maintenance Code (IPMC). These actions are necessary to meet the mandated standards for property safety, health, and overall upkeep as outlined in the IPMC regulations.

Section: Sec 32-3

Description: Inoperable/Unlicensed Vehicle

Corrective Action: Remove Offending Vehicles 10 Days

Comments: Inoperative or unlicensed motor vehicles, including trailers, recreational vehicles, or boats, may not be parked, left, or stored on any public street or on any lot, place, property, or premises within the city. Any inoperative motor vehicle kept in a residential district must be stored within a fully enclosed building or structure or be completely screened from public view. It is required to provide proof of the vehicle's operability with current registration or remove the vehicle from the property.

Section: Sec 32-76-b

Description: Excessive Plant Growth

Corrective Action: Remove Offending Material 10 Days

Comments: The growth of grass, weeds, and/or invasive plant species exceeds 12 inches in height. Please cut and maintain the grass, weeds, and invasive plant species, including those in easements and right of way.

Section: Sec 32-76-c

Description: Litter

Corrective Action: Remove Offending Material 10 Days

Comments: Please remove rubbish, refuse, waste material, garbage, dead animals or fowl, refuse, paper, glass, cans, bottles, trash, scrap metal, debris, household furniture, used motor vehicle tires, inoperable and unlicensed vehicles, kitchen or other household appliances, or any foreign substance of whatever kind and description, and whether or not it is of value including any materials within which water may accumulate or which may shield or encourage the growth of insects or rodents, or materials which generate obnoxious odors, or which offend the aesthetics of the community and thereby likely to cause a substantial diminution in the value of other property nearby.

If you fail to abate the public nuisance within ten (10) days, the City may order its abatement by public employees, private contractor, or other means, and the cost of said abatement may be levied and assessed against the property as a special assessment lien or billed directly to the property owner.

This Matter will be heard at a hearing before the City Council at 6pm on October 21, 2024 at the Leeds City Hall Annex located at 1412 9th St., Leeds, Alabama. The decision of the City Council on this Matter will be final and conclusive.

YOU HAVE THE RIGHT TO BE HEARD at the hearing identified above. You have the right to:

1. Be present at the hearing and to present your evidence against this Order in writing prior to the hearing;
2. Provide your written statement against the Order and to specify the reasons not to enforce the Order, containing your name, address and telephone number,

Submit your written statement & request to be heard to the following address within at least 24 hours prior to the subject hearing: **1400 9th St, Leeds, Alabama. (205) 699-2585**

In the event that the hearing results in confirmation of a public nuisance, the City will take the necessary steps to abate the nuisance and assess all costs against the subject property. The City also reserves the right to forward the matter to the Municipal Court for further enforcement actions pursuant to Chapter 32 of the City Code.

If you have any questions regarding this matter, you may direct them to the City Enforcement Officer issuing this Notice at the address or telephone number listed above.

Signed: _____
Enforcement Officer

ISSUANCE DATE: October 01, 2024













File Attachments for Item:

7. Resolution R21-002232: Consider Declaring Certain Conditions to be a Public Nuisance at 7092 Mountain View Lane

CITY OF LEEDS

RESOLUTION 21-002232

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

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

WHEREAS, employees or agents of the City of Leeds have identified certain conditions to be a nuisance in violation of the law as existing on certain property at 7092 MOUNTAIN VIEW LN LEEDS, AL 35094, Parcel ID: 2500312000017001 which is identified in Exhibit A attached hereto and incorporated herein (the "Property"); and

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

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

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

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

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

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

ADOPTED and APPROVED this the
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES _____

NAYS _____

ABSENT FROM
VOTING _____

ABSTAIN _____

Toushi Arbitelle,
CITY CLERK

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

Toushi Arbitelle, City Clerk

File Attachments for Item:

8. Resolution 2024-10-06: Consider Purchase Approval for Liquid Spring Suspension System for City Ambulance

RESOLUTION NO. 2024-10-06**AUTHORIZING THE PURCHASE OF LIQUID SPRING SUSPENSION SYSTEM FOR AMBULANCE**

WHEREAS, as a result of the Resolution 2021-07-02, the City authorized the purchase of an ambulance, and after close inspection the staff has identified a need to replace the leaf spring system with a liquid spring system to provide a safer experience for patients being transported; and

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

WHEREAS, the City Finance Committee has approved this request.

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

1. The Recitals above are true, correct, and included herein as if fully set forth.
2. The acquisition of the liquid spring system, as set forth on the attached estimate, not to exceed \$18,000.00, is hereby approved.
3. The source of these approved costs will be St Clair EMS funds.
4. The Mayor and staff shall have the full authority to do those things, perform those functions, make such decisions, and to sign necessary documentation in order to carry out and fully complete the actions so authorized herein.

APPROVED AND ADOPTED on the 21st day of October 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 21st day of October 2024.

Toushi Arbitelle, City Clerk



Southern Off Road Inc
 3347 Pelham Parkway
 Pelham, AL 35124
 (205) 685-1911
 sales@southernoffroad.com
 www.southernoffroad.com

Estimate #7007

Created: 10/9/2024 12:35 PM CDT
 Payment Term: On Receipt
 Service Writer: Scotty Lovelady

Leeds Fire Department
 Mobile: (205) 966-1481
 cparsons@leedsalabama.gov

2023 Ford F-350 Ambulance

Customer Comments

Quote Liquid Spring Suspension Conversion

Measure Vehicle

Measure vehicle before starting work.
 Center of hub to bottom of fender opening or Ground to bottom of fender opening

Description	Subtotal
1 Measure vehicle before starting work <i>Note: Measure vehicle before starting work.</i>	\$0.00
Total: \$0.00	

Liquid Spring Smart Suspension Rear Suspension Upgrade

Convert rear suspension to Liquid Spring Smart Suspension

Installation charges subject to change

If any components installed during the Ambulance upfit interfere or complicate the installation of the Liquid Spring upgrade additional charges will apply

Description	Price	QTY	HRS	Subtotal
1 Remove current rear suspension and install rear Liquid Spring suspension system			40	\$6,000.00
2 Liquid Spring Rear suspension system	\$10,660.00	1		\$10,660.00
3 Freight				\$350.00
Shop Supplies (4.5%): \$270.00				Total: \$17,280.00

Alignment | Dually

ALL WHEEL ALIGNMENT. SOME VEHICLES MAY REQUIRE ADDITIONAL PARTS/LABOR TO ALIGN PROPERLY (ADDITIONAL CHARGES MAY APPLY) -VEHICLE MUST BE FULLY EQUIPPED AT TIME OF ALIGNMENT (EX. EQUIPMENT, CAMPER SHELLS, TOOL BOXES IF LOADED, ETC) (ASK FOR DETAILS) -IF VEHICLE IS USED FOR TOWING PURPOSES WE HIGHLY RECOMMEND LOAD ASSIST FOR REAR SUSPENSION TO KEEP VEHICLE LEVEL WHILE TOWING, IF NOT THE ADDED REAR WEIGHT CAN EFFECT ALIGNMENT ADJUSTMENT AND CAUSE IRREGULAR TIRE WEAR AND/OR HANDLING CHARACTERISTICS

With the advances in modern automotive technology it may be necessary to recalibrate driver assist systems at an additional charge- ask for details. In some cases these recalibrations are only available through the vehicle dealer and are the customer's responsibility to have these systems properly calibrated after vehicle modifications

Description	HRS	Subtotal
1 Alignment Dually	2	\$300.00
		Total: \$300.00

Notes | Labor/Install Charges

Labor/install charges are approximate and subject to change. Labor charges are based on a vehicles with NO pre-existing damage,



Southern Off Road Inc
3347 Pelham Parkway
Pelham, AL 35124
(205) 685-1911
sales@southernoffroad.com
www.southernoffroad.com

Estimate #7007

Created: 10/9/2024 12:35 PM CDT

Payment Term: On Receipt

Service Writer: Scotty Lovelady

Notes | Labor/Install Charges

existing modifications, and/or worn parts that may complicate or prolong the installation/modifications. Additional labor charges will apply.

Wiring labor is based on a standard wiring procedure with light switches installed in an easily accessible location. Custom light triggering or switch mounting location will result in a greater labor charge.**

By clicking "Authorize" you have acknowledged you have read and understood these notes

Description

Subtotal

Total: \$0.00

Notes | Hold Harmless

ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT

I hereby acknowledge that I have chosen to install a lift kit, leveling kit and/or like accessories, tires, wheels etc to my vehicle. Therefore, the installation will modify the vehicle from its original factory condition. Vehicles with lift/leveling kits have unique handling characteristics because of the higher center of gravity and larger tires. The vehicle handles differently than a passenger vehicle both on and off road. Aggressive driving and/or direction change may cause rollover or loss of control. Avoid sharp turns or abrupt maneuvers.

I understand the risks involved in installation of products that will modify my vehicle from its factory condition. I understand that each and every modification involves the risk of injury and/or death and I agree to accept any and all risks associated with in including but not limited to property damage or loss, bodily injury or death. I understand there may be present and future, that may be made by me, my family, estate, heirs or assigns.

I agree to indemnify and hold harmless Southern Off Road Inc and Lovelady Automotive Service Center Inc, its officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from the installation of lift/leveling kit or accessories. In addition, I hereby voluntarily hold harmless Southern Off Road Inc and Lovelady Automotive Service Center Inc, its officers, employees, agents, volunteers and assigns both present and future, that may be made by me, my family estate, heirs or assigns.

I understand that this acknowledgement of risk and hold harmless is intended to be as broad and inclusive as permitted by laws of the State of Alabama.

I agree that this acknowledgment of risk and hold harmless if effective for as long as I own the vehicle and that I will disclose such risks to anyone who operates or takes possession of the vehicle.

I have been advised to return after 500 miles (or other specified time ____ miles) for routine inspection/re-torque. Failure to return for inspection/re-torque will result in void of all warranties.
500 Miles on Suspension Re-Torques -- 100 Miles on Wheel Re-Torques

I understand that modification of any part or component installed on my vehicle (including torsion bar adjustment) will result in void of all warranties

By clicking "Authorize" you have acknowledged that you have read and understood these notes

Description

Subtotal

Total: \$0.00

Notes | Vehicle not here for Estimate

Vehicle not present at the time of the Estimate/Quote. We do our best to gather as much information as possible from the customer however there are some variables that will remain unknown until the vehicle is physically here. We cannot be responsible for



Southern Off Road Inc
 3347 Pelham Parkway
 Pelham, AL 35124
 (205) 685-1911
 sales@southernoffroad.com
 www.southernoffroad.com

Estimate #7007

Created: 10/9/2024 12:35 PM CDT

Payment Term: On Receipt

Service Writer: Scotty Lovelady

Notes Vehicle not here for Estimate	
missing or incorrect information communicated to us by the customer. If you have any questions please ask!	
Description	Subtotal
	Total: \$0.00

Estimates provided are an approximation of timing and charges to you for the services requested. They are based on the anticipated work to be done. It is possible for unexpected complications to cause some deviation from the original quote. You hereby authorize the repair work described in this estimate to be done along with the procurement of the necessary material(s), including permission to operate the vehicle for on-road testing or inspection. If any additional repairs are required, we will prepare a revised work order providing the cost of additional parts and labor and total revised cost. All parts are new unless specified otherwise.

Deposits are non-refundable. No returns or refunds on special ordered items or electrical parts. There is no warranty for used parts or customer supplied parts.

You agree that we are not responsible for loss or damage to your vehicle, including loss of articles left in the vehicle, including, without limitation, in case of fire, theft, or any other cause(s) beyond our control.

Totals only include authorized services

Parts	\$10,660.00
Labor	\$6,300.00
Subtotal	\$17,310.00
Shop Supplies	\$270.00
Fees	\$350.00
Tax	\$0.00
Grand Total	\$17,580.00
Paid To Date	(\$0.00)

REMAINING BALANCE \$17,580.00

We are not responsible for any delays caused by unavailability of parts or delays in delivery of parts by the supplier or transporter. You have the right to know before authorizing any additional repairs what those repairs will be and what they will cost. If required repairs exceed the authorized estimated amount, we must obtain your approval to perform the repairs. We will keep you informed and perform only repairs authorized by you.

All old/removed parts will be disposed of if not picked up at time of vehicle pick up.
 All credit/debit card transaction are subject to a 3% processing fee.

Signature _____

File Attachments for Item:

9. Resolution 2024-10-07: Consider Charity Bingo Application for Vann's at 1615 Ashville Road

RESOLUTION NUMBER 2024-10-07**APPROVAL BINGO APPLICATION LOVE AND HOPE PAWS DOG RESCUE.****WITNESSETH:**

WHEREAS, Section 6-77 of Ordinance 2015-06-04 sets forth the requirements that applicants for a bingo license within the City; and

WHEREAS, the Love Hope and Paws Dog Rescue has recently made application for a bingo license within the city as required by the subject Ordinance with the location of said license being requested at 1621 Ashville Road, Leeds, AL, and

WHEREAS, the applicant is applying for the license subject to the waiver of certain ordinance requirements.

NOW THEREFORE, BE IT RESOLVED, BY THE LEEDS CITY COUNCIL, in regular session as follows:

1. The Recitals above are true and correct and hereby included herein as if fully set forth.
2. It is hereby determined that the applicant is in substantial compliance with the licensing requirements imposed by the State bingo statute, and to the extent that the application is deficient with the City Bingo Ordinance, such non-compliance is hereby waived, and the application is hereby approved subject to payment of requisite licensing fees and .
3. The actions to waive the subject license licensing requirements are hereby determined to provide significant public benefit to the City of Leeds and its citizens.
4. The Mayor and staff shall have the full authority to take such actions and execute the necessary documents for the purposes authorized herein.

ADOPTED and APPROVED this the 21st day of October 2024.

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

Toushi Arbitelle, City Clerk

As City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 21st day of October 2024.

Toushi Arbitelle, City Clerk

File Attachments for Item:

10. Resolution 2024-10-08: Consider an Appeal of Occupational Tax Delinquency Determination

RESOLUTION NO.: 2024-10-08**CONSIDERATION OF APPEAL OF OCCUPATIONAL TAX DELINQUENCY DETERMINATION**

WHEREAS, a delinquency notice was serviced on a certain taxpayer (702752) alleging that: a) they had failed to make timely payments to the City of Leeds of the required Occupational Tax pursuant to, without limitation, Ord. No. 2007-03-06, § 1, 3-5-2007 of the City Code of Ordinances; plus b) they had failed to obtain and pay for certain business licenses (the "Tax"); and

WHEREAS, the Taxpayer has requested that the determination of the tax delinquency be appealed to the City Council for reconsideration; and

WHEREAS, after a public hearing wherein the subject taxpayer presented their case for consideration and review of the facts and the materials so submitted by the taxpayer the Council is due to make a decision as to the extent, if any, that the tax is due to be waived.

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

1. After due consideration of the testimony of the taxpayer and examination of the facts and evidence offered by the petitioner in support of the request for reconsideration and tax delinquency waiver, the appeal for Occupational tax relief and business license fee waiver (Sept 2021-present), as submitted and requested by Taxpayer 702752, is hereby **approved denied with the following stipulations and requirements:**
2. That the Mayor, City staff and City attorneys shall have the full authority to do those things, to perform those functions, and to sign necessary documentation in order to carry out the actions so authorized herein.

Adopted and approved this the 21st day of October 2024

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

CITY CLERK

As the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 21st day of October 2024.

Toushi Arbitelle, City Clerk

October 14, 2024

City of Leeds
C/O City Attorney
1400 9th Street Suite 100
Leeds, AL 35094

RE: Appeal of Occupational Tax Decision
Business License Finding

To Whom It May Concern:

[REDACTED] would like to appeal the violation regarding delinquency of occupational tax and business license finding.

We respectfully request that you review our history with the city and allow us to contest these findings.

Best Regards
[REDACTED]

File Attachments for Item:

11. Resolution 2024-10-09: Consider Approval of 2025 Severe Weather Preparedness Sales Tax Holiday

RESOLUTION NO.: 2024-10-09**AUTHORIZATION TO EXEMPT CERTAIN “COVERED ITEMS” FROM MUNICIPAL SALES TAX DURING THE LAST FULL WEEKEND OF FEBRUARY 2025 GENERALLY KNOWN AS THE SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY**

WHEREAS, the State of Alabama has passed into law Act No. 2012-256, as amended, hereinafter referred to as “the Act,” creating a sales tax holiday for certain “covered items” related to severe weather preparedness; and

WHEREAS, the City Council of the City of Leeds, Alabama wishes to enact a sales tax holiday within the City for certain “covered items” related to severe weather preparedness. The sales tax holiday shall coincide with and parallel the terms and limitations of the Act, except that the time period shall only be as specified in Section 1 below and not for all years after that.

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

Section 1. Under the authority granted in Section 4 of the Act, there shall be a Severe Weather Preparedness Sales Tax Holiday commencing at 12:01 a.m. on the last Friday of February (February 21, 2025) and ending at midnight Sunday (February 23, 2025). During this time, the payment of the 4% sales tax collected by the City of Leeds will be exempted on the sale of certain covered items related to severe weather preparedness as defined in Section 1 of the Act.

Section 2. This resolution shall be subject to all terms, conditions, definitions, periods, and rules as provided by Act 2012-256, except that the time period shall only be as specified in Section 1 above and not for all years after that.

Section 3. The City Clerk is hereby authorized and directed to certify a copy of this Resolution under the seal of the City of Leeds, Alabama, and forward said certified copy to the Alabama Department of Revenue, to be recorded and posted on the Department website.

Section 4. This Resolution shall become effective as of the date of passage.

Adopted and approved this the 21st day of October 2024

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

CITY CLERK

As the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 21st day of October 2024.

Toushi Arbitelle, City Clerk
Danielle Filmore, Interim Acting City Clerk

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66 Sales Tax Holiday for Severe Weather Preparedness

(1) Beginning at 12:01 a.m. on Friday, July 6, 2012, and ending at twelve midnight on Sunday, July 8, 2012, a sales tax holiday is enacted pursuant to Act No. 2012-256, whereby no state sales or use tax is due on "covered items" as defined herein. For each year thereafter, the sales tax holiday begins at 12:01 a.m. on the Friday of the last full weekend in February and ends at twelve midnight the following Sunday. This sales tax holiday is referred to as the Severe Weather Preparedness Sales Tax Holiday.

(2) Pursuant to Act No. 2012-256, any county or municipality may, by resolution or ordinance adopted at least 14 days prior to July 6, 2012 and at least 30 days prior to the last full weekend of February in subsequent years, provide for the exemption of "covered items" from county or municipal sales or use taxes during the same time period, under the same terms, conditions, and definitions as provided in this rule for the state sales tax holiday. A county or municipality is prohibited from providing for a sales and use tax exemption during any period other than concurrently with a state sales tax holiday. A participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the 2012 holiday and at least 30 days prior to the holiday in subsequent years. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Sales Tax Holiday and issue a current publication of the list on its website.

(3) "Covered items" include the following selling for \$60 or less per item:

- (a) Any package of AAA-cell, AA-cell, C-cell, D-cell, 6-volt, or 9-volt batteries, excluding coin batteries and automobile and boat batteries;
- (b) Any cellular phone battery or cellular phone charger;
- (c) Any portable self-powered or battery-powered radio, two-way radio, weatherband radio, or NOAA weather radio;
- (d) Any portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks;
- (e) Any tarpaulin, plastic sheeting, plastic drop cloths or other flexible, waterproof sheeting;
- (f) Any ground anchor system, such as bungee cords or rope, or tie-down kit;
- (g) Any duct tape;
- (h) Any plywood, window film or other materials specifically designed to protect window openings;
- (i) Any non-electric food storage cooler or water storage container;

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

- (j) Any non-electric can opener;
- (k) Any artificial ice, blue ice, ice packs, or reusable ice;
- (l) Any self-contained first aid kit;
- (m) Any fire extinguisher, smoke detector or carbon monoxide detector; and,
- (n) Any gas or diesel fuel tank or container.

(4) "Covered items" also includes any portable generator and power cords used to provide light or communications or preserve food in the event of a power outage selling for \$1,000 or less per item.

(5) Covered items are exempt only if the individual item is priced at or below the established threshold for the exemption. Exemption for only a portion of an individual item is not allowed. The following example illustrates the application of the rule to the exemption:

(a) A customer purchases a generator for \$1800. Tax is due on the entire \$1800. The exemption does not apply to the first \$1000 of the price of a generator selling for more than \$1000.

(6) Splitting of items normally sold together. To qualify for the exemption, items normally sold in pairs shall not be separated, and articles that are normally sold as a single unit must continue to be sold in that manner.

(7) "Buy one, get one free" and other similar offers. If a dealer offers "buy one, get one free" or "two for the price of one" on covered items, the purchase shall qualify for the exemption when all other conditions of the exemption are met. However, if a dealer offers a "buy one, get one for a reduced price" the two prices cannot be averaged to qualify both items for the exemption.

(8) Discounts, coupons, and rebates. A discount by the seller reduces the sales price of the item and the discounted sales price determines whether the sales price is within the sales tax holiday price threshold. A coupon that reduces the sales price is treated as a discount if the seller is not reimbursed for the coupon amount by a third-party. If a discount applies to the total amount paid by a purchaser rather than to the sales price of a particular item and the purchaser has purchased both eligible property and taxable property, the seller should allocate the discount based on the total sales prices of the taxable property compared to the total sales prices of all property sold in that same transaction. The application of the exemption to discounts, coupons and rebates extended on a covered item during the exemption period is illustrated by the following examples:

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

(a) If a dealer offers to sell a portable radio with a sales price of \$70 at a discount of 20 percent at the time of sale, the exemption would apply because the actual sales price of the radio is \$56.

(b) If a dealer offers a reduction in sales price of \$100.00 through a store coupon for a portable generator with a sales price of \$1100.00, the exemption would apply to the purchase because the dealer's actual sales price to the customer is \$1000.00.

(c) If a customer gives to a dealer a manufacturer's coupon for \$100.00 for a portable generator with a sales price of \$1100.00, the exemption would not apply.

(d) Rebates generally occur after the sale, thus the amount of the rebate does not affect the sales price of the purchased item. For example, if a portable generator was purchased for \$1,100.00 with a manufacturer's rebate for \$100.00, the exemption would not apply because the sales price is in excess of \$1,000.00.

(9) Exchanges. The application of the exemption to an exchange of a covered item purchased during the exemption period is illustrated by the following examples:

(a) A customer purchases a covered item during the exemption period, but later exchanges the item for a similar item of a different size, color, or other feature at the same price and the original sale is not cancelled. No additional tax is due even though the exchange is made after the exemption period.

(b) A customer purchases a covered item during the exemption period. After the exemption period has ended, the customer returns the item and receives credit on the purchase of a different item and the original sale is cancelled. Sales tax is due on the total sales price of the newly purchased item.

(c) A customer purchases a covered item before the exemption period. During the exemption period the customer returns the item and receives credit on the purchase of a different covered item and the original sale is cancelled. Sales tax is not due on the sale of the new item if the new item is purchased during the exemption period.

(10) Layaway sales. A layaway sale is a transaction in which articles are set aside for future delivery to a purchaser who makes a deposit, agrees to pay the balance of the sales price over a period of time, and, at the end of the payment period, receives the merchandise. A sale of a covered item under a layaway sale will qualify for the exemption when final payment on the layaway order is made by, and the item is given to, the purchaser during the exemption period; or when title to the covered item transfers to the purchaser and delivery is made to the purchaser during the exemption period. A sale made by completion of transfer of title after the exemption period shall not qualify for the exemption.

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

(11) Rain checks. A rain check allows a customer to purchase an item at a certain price at a later time because the particular item was out of stock. Covered items purchased during the exemption period with the use of a rain check will qualify for the exemption regardless of when the rain check was issued. Issuance of a rain check during the exemption period will not qualify a covered item for the exemption if the item is actually purchased after the exemption period.

(12) Mail, telephone, e-mail, and Internet sales. The sale of a covered item qualifies for exemption when sold through the mail, telephone, e-mail or Internet when the item is paid for and delivered to the customer during the exemption period; or when title to the covered item transfers to the purchaser and delivery is made to the purchaser during the exemption period. Pursuant to Section 40-23-1(a)(5), the sale of an item is not closed or completed until the time and place where delivery occurs to the purchaser after the act of transportation ends and the item comes to rest in this state for use or consumption. Covered items that are pre-ordered and delivered to the customer during the exemption period qualify for the exemption.

(13) Gift certificates and gift cards. Covered items purchased during the exemption period using a gift certificate or gift card will qualify for the exemption, regardless of when the gift certificate or gift card was purchased. Covered items purchased after the exemption period using a gift certificate or gift card are taxable even if the gift certificate or gift card was purchased during the exemption period. A gift certificate or gift card cannot be used to reduce the selling price of a covered item in order for the item to qualify for the exemption.

(14) Returns. For a 60 day period immediately after the sales tax holiday exemption period, when a customer returns an item that would qualify for the exemption, no credit for or refund of sales tax shall be given unless the customer provides a receipt or invoice that shows tax was paid, or the seller has sufficient documentation to show that tax was paid on the specific item. This 60 day period is set solely for the purpose of designating a time period during which the customer must provide documentation that shows that sales tax was paid on returned merchandise. The 60 day period is not intended to change a seller's policy on the time period during which the seller will accept returns.

(15) Different time zones. The time zone of the purchaser's location determines the authorized time period for a sales tax holiday when the purchaser is located in one time zone and a seller is located in another.

(16) Records. The retailer is not required to obtain an exemption certificate on sales of covered items during the exemption period. However, the retailer's records should clearly identify the type of item sold, the date on which the item was sold, the sales price of all items and, if applicable, any tax charged.

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

(17) Reporting Exempt Sales. No special reporting procedures are necessary to report exempt sales on covered items made during the exemption period. Exempt sales are to be included in the Gross Sales Amount and in the Deductions amount reported on the state and local returns. Taxable sales and exempt transactions should be reported as currently required by law.

(18) Transportation Charges.

(a) Where delivery is made by common carrier or the U.S. Postal Service, the transportation charge, if billed as a separate item and paid directly or indirectly by the purchaser, is excluded from the sales price of the covered item. Transportation charges made by any other means are included as part of the sales price of the covered item, whether or not separately stated. Transportation charges are not separately stated if included with other charges and billed as "shipping and handling" or "postage and handling."

(b) "Shipping and handling" or "postage and handling" charges are included as part of the sales price of the covered item, whether or not separately stated. If multiple items are shipped on a single invoice, to determine if any covered items qualify for the exemption for purposes of determining a sales tax holiday price threshold, the shipping and handling charge or postage and handling charge must be proportionately allocated to each item ordered, and separately identified on the invoice.

(19) This rule shall become effective immediately.

(Sections 40-2A-7(a)(5), 40-23-31, 40-23-83, Code of Alabama 1975; Act 2012-256. Emergency Rule filed May 2, 2012, Permanent Rule effective September 13, 2012)

File Attachments for Item:

12. Resolution 2024-10-10: Consider Authorization and Approval of St Clair Ambulance Agreement

CITY OF LEEDS

RESOLUTION NO.: 2024-10-10

AUTHORIZING AND APPROVING THE CITY PARTICIPATION WITH ST. CLAIR COUNTY
IN REGARD TO ALS AMBULANCE EMERGENCY RESPONSE SERVICES

WHEREAS, Counties and municipalities in Alabama are authorized to provide services by and through joint agreements and cooperation; and

WHEREAS, the various entities within St. Clair County are joining forces with the St. Clair County 911 Board for the purpose of combating the deficiencies and fewer service providers in the ALS ambulatory service community by initiating a Request for Proposal (RFP) to the ambulatory community; and

WHEREAS, the Request for Proposals sets forth the general understanding and commitments by each governmental entity as a result of their participation in the subject RFP along with the requirements of those bidding entities; and

WHEREAS, the City participation identified by the RFP would serve a valid and legal public purpose thereby benefiting the citizens of the City of Leeds.

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

1. The Recitals above are true, correct, approved and included herein as if fully set forth.
2. The City hereby approves and otherwise authorizes the City's participation, as set forth within the attached RFP.
3. The Mayor and staff shall have the full authority to do those things, perform those functions, make such decisions, and to sign necessary documentation in order to carry out and fully complete the actions so authorized herein.

ADOPTED and APPROVED this the 21st day of October, 2024.

CITY OF LEEDS, ALABAMA:

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

TOUSHI ARBITELLE, CITY CLERK

In my capacity as City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 21st day of October, 2024.

Toushi Arbitelle, City Clerk

SECTION I

OVERVIEW

ST. CLAIR COUNTY / LEEDS

EMERGENCY AMBULANCE SERVICES

REQUEST FOR PROPOSAL

Section I – Overview

A. Overview for Request for Proposal (RFP)

The St. Clair County, Alabama 911 Board (sometimes referred to herein as the “Board”), hereby solicits proposals from experienced and qualified organizations that are currently providing Advanced Life Support (sometimes referred to herein as “ALS”) responses as of September 1, 2025 in St. Clair County, **or** that operate an ALS Ambulance emergency response service in a County or Counties adjoining St. Clair County with no fewer than six (6) ALS ambulances in operation 24/7/366 therein and upon provision of acceptable reference(s) from applicable servicing areas, **and** can otherwise satisfactorily and objectively evidence their ability to meet the obligations set forth herein and upon provision of acceptable reference(s) from applicable servicing areas. If a proposer intends to contract with a third-party to provide a portion of the services set forth herein, said contracts and agreements shall be provided along with the proposal. The proposal is for provision of emergency ambulance service to an exclusive ambulance zone defined as: all Emergency Service Number (ESN) Zones located within St. Clair County that are dispatched by St. Clair County E-911 Dispatch Center along with those dispatched to the City of Leeds, Alabama by Blount County E-911. St. Clair County is a county of an estimated population as of January 1, 2020 of 91,103 and Leeds has an estimated population of 12,324.¹

This procurement will establish a contract for emergency ambulance service including, but not limited to, all ambulance calls requiring lights and sirens, hereafter referred to as “Emergency calls.” Notification services will be provided by St. Clair E-911 Dispatch Center or Blount County E-911 Dispatch Center for Emergency calls within the City of Leeds, Alabama.

This procurement does not provide or contemplate coverage for non-emergency and scheduled calls for ambulance transportation where St. Clair E 911 Dispatch Center or Blount County E-911 is not called.

Proposers must meet all credentialing requirements and scope of service requirements as listed in Section II of the RFP. Each proposal will undergo significant scrutiny in these areas prior to processing the application for full consideration.

¹ There exists a portion of Leeds in St. Clair County thus, there is some overlap between these two figures.

The initial contract period will be for a term of two (2) years and may be extended by mutual agreement for up to two (2) additional terms each term being for a period of two (2) years (the “Term”). Notwithstanding anything herein including the imposition of other penalties, a lack of compliance with set forth standards and requirements may result in dismissal of the contractor with St. Clair County retaining operations for up to six months pursuant to the contract terms.

This is a performance-based contract agreement. Failure to perform during the term of the agreement may result in termination of the contract subject to the terms and conditions set forth herein.

B. RFP and Other Fees

This RFP requests no fees or subsidy from any governmental entity.

C. Timetable – the following events shall occur on or before the listed date.

Event

COG to provide RFP to E-911 Board to place out for Bid – **October 22, 2024**

Proposer’s Pre-bid Conference – **November 18, 2024 at 9:00 at St. Clair County Annex #1 (Administrative Center), 165 5th Ave., Ste. 100, Ashville, AL 35953.**

Proposers must appear at the Pre-Bid Conference in order to submit a Proposal which will be considered.

Proposals Due – **December 20, 2024 at 2:00 p.m.**

Review of Credentials / Proposals – **January 10, 2025**

Recommendations to the Board – **January 14, 2025**

Tentative Approval of Contractor – **January 14, 2025**

Approval of Contract by the Board – **January 28, 2025**

Implementation – **September 1, 2025**

D. Term of Contract / Renewal Provisions

Unless initiated earlier by mutual agreement, this contract shall commence at 12:01 a.m., September 1, 2025 and terminate at midnight August 31, 2027, unless extended, as provided for herein.

Any decision regarding possible renewal of this contract or any extension thereof shall be made at least six (6) months prior to the scheduled termination date, so that if no extension is approved, a new proposal process can be conducted on a schedule that will identify the new contractor. Should Contractor fail to provide notice of its intent not to renew on or before said time, said right to non-renew will be waived and the Board may determine if the Contract shall be renewed on or before the applicable anniversary date.

The purpose of this requirement is to allow reasonable time for both outgoing and incoming contractors to plan and execute an orderly transition, to allow the county and its new contractor to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, managed-care and DRG transport contracts, and other contracts previously serviced by the outgoing contractor.

It is understood that unforeseeable factors may affect the future operation of the contract. The factors may include health-care reform, ambulance-cost factor (i.e. transportation costs) and other elements of the economy which may substantially affect operations. The RFP describes documentation and request methodologies to allow for consideration of such issues to reflect the potential changing cost or revenue climate of this contract.

E. Minimum Requirements for Review

All proposals will be initially screened by the Contract Oversight Group (sometimes referred to herein as the “COG”) for completeness. Proposals that are not complete and/or do not meet the RFP requirements may be considered non-responsive and not given further consideration. The proposer who meets the requirements of the RFP and whose proposal in the judgment of the St. Clair Contract Oversight Group (COG) will best serve the Board, the citizens of St. Clair County and the City of Leeds, and who will best conduct response, care and transport EMS activities will be recommended to the Board by the COG. The Board is not bound by the COG recommendation and will either select a proposer or reject all proposals. A service contract will be offered to the selected proposer.²

F. Cost, Revenue and Charge Review

A portion of the selection process will be based on cost, revenue and charge considerations.

The ultimate objective of the review process is to define the provider who best meets the scope of service of the RFP and who is the best able to sustain and improve the service over the life of the contract. Patient charges are a major component of establishing and maintaining a stable and long-term ambulance

² The COG and the Board each reserve the right to waive any formality as required herein.

contract. Charges that are below the Medicare “prevailing” charges will be carefully scrutinized. Costs to the patients, as represented by patient charges, however, will remain a consideration within this framework.

G. Contract compliance

The contract awarded as a result of this solicitation will be monitored by the Contract Oversight Group (COG) with input from St. Clair Fire & EMS Association and the cities which are serviced by the contractor. The Board will meet regularly and consider the COG reports concerning the response time and other performance parameters of the contractor and review appropriate rate requests. The contractor will be required to have their chief operating officer, district manager or St Clair county manager, attend the monthly meetings of the St. Clair Fire & EMS Association and the COG.

H. Service EMS off-line Medical Director

The service must have a designated EMS off-line Medical Director to provide EMSP supervision, medical direction and oversight to the medical components of the ambulance service. Contractor will be responsible for adhering to the EMS off-line Medical Director’s policies and participating in the Medical Director’s audit process. The Medical Director shall serve as the physician supervisor of record for all pre-hospital EMS transport in St. Clair County and Leeds provided under the contract awarded by this RFP.

I. Confidentiality

St. Clair County, the City of Leeds, and/or the Board is subject to statutes relating to public records. The RFP herein designates that the following RFP materials shall be submitted in confidence and shall remain confidential and are exempt from disclosure to the extent allowed by law:

1. Historical financial information of the proposing firm or entity; and,
2. Material related to the background investigation of the proposing firm or entity conducted under the RFP process.

All pages contained in the above information shall be protected as “confidential.” Proposers who desire that additional information be treated as confidential must mark those pages as “confidential,” cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality.

All such requests will be evaluated by the COG and/or the Board. Should a legal challenge occur regarding a specific proposer’s request for confidentiality, it shall be the proposer’s responsibility to defend such challenges. The Board and the

COG reserve the right to disclose part or all of the information determined not to meet the confidentiality provisions of applicable statutes; to determine additional information which may be deemed confidential on an individual submittal basis; and/or, to determine additional confidential categories of information which would be applicable to all submittals.

SECTION II SCOPE OF SERVICE

Section II – Scope of Service

A. Ambulance Service Area

The response area to be served by the RFP is the “Service Area.”

B. Definition of the Service Area

The Service Area shall be all Emergency Service Number (ESN) Zones located within St. Clair County that are dispatched by St. Clair County E-911 Dispatch Center along with the City of Leeds which is dispatched by Blount County E-911.

C. Response Standards

1. General

It is the proposer’s sole responsibility to be familiar with the geographic considerations and response-time requirements of this solicitation. Response times shall be calculated from the moment the ambulance contractor receives the location of the call and the nature of the call, whether that information is received by voice or by automatic data transmission, until the time the contractor’s ambulance arrives on the scene with a fully equipped and staffed Advanced Life Support (ALS) ambulance. All response times are measured in seconds, not whole minutes. All emergency notification services and times will be provided and documented by applicable E 911 Dispatch Center as well as the contractor.

Monthly reports providing response times must be maintained electronically by the contractor and applicable E-911 Dispatch Center (“Dispatch Center”) and provided to the COG by the fifth of the subsequent month. Said reports shall be submitted in an Excel spread sheet in the format as requested by the COG (format to be provided to contractor at time of contract execution). These monthly reports shall be provided in such a manner that the E 911 Dispatch Center CAD number is a common data field in both reports (E 911 Dispatch Center reports and the contractor’s reports); also, patient or other private or law enforcement data shall not be present in either report. The minimum data fields in the reports which must be present unless the COG, contractor, and St. Clair E 911 Dispatch Center agree to a change in writing after the contract is awarded are:

1. Dispatch Center CAD number assigned at the beginning of the call in each of the St. Clair and contractor reports; and
2. Date and time of call dispatched by Dispatch Center to the contractor in the Dispatch Center report and date and time of call received from Dispatch Center by the contractor in the contractor’s report; and

3. Contractor's Run Number, Contractor's Unit Number
4. Primary Jurisdiction of the call and Address of the call.
5. Nature of the Call and Disposition of the Call
6. Date and time that contractor ambulance reported/communicated on the scene in each of the Dispatch Center and the contractor reports; and
7. Date and time of cancellation of the requested response if cancellation occurs in each of the Dispatch Center and contractor reports.
8. Calculated time in hours:minutes:seconds from time call received by contractor from dispatch center to time responding unit arrived on scene.
9. Calculated time in hours:minutes:seconds from time call received by contractor from dispatch center to time responding unit cancelled.

Dispatch Center reports for each call shall include: CAD #, date and time of dispatch to contractor, date and time contractor reports on scene, date and time call canceled if canceled.

Contractor report for each call shall include: CAD #, date and time call received from Dispatch Center, date and time call dispatched by the contractor, date and time of call cancellation if Dispatch Center cancels the call, date and time contractor ambulance arrival on scene, patient disposition.

The County is interested in providing prompt, effective ambulance services at a reasonable cost to the customer. Enhanced services above the standard of this RFP must include a separate cost estimate. Clinical and response-time performance shall not be sacrificed for financial gain.

2. Emergency Calls

Contractor must provide 24-hours, 366-day per year coverage for all requests for transport service dispatched within the Service Area for the term of the contract. Emergency for purpose of this RFP is defined as all requests receiving a response with lights and sirens for presumed life-threatening or non-life-threatening conditions ("Tier 1" calls) excluding those calls for services identified in Exhibit A ("Tier 2" calls) and those calls for which transport is not required ("Tier 3" calls); Tier 3 calls do not require Contractor response.

The contractor shall seek to provide response times of no greater than twenty (20) minutes and must guarantee a county wide response time of twenty minutes or

less for no less than ninety percent (90%) of the Tier 1 dispatched calls by Dispatch Center; no response time for any Dispatch Center dispatched Tier 1 calls shall exceed thirty (30) minutes.

The contractor shall seek to provide response times of no greater than thirty (30) minutes and must guarantee a county wide response time of thirty minutes or less for no less than ninety percent (90%) of the Tier 2 dispatched calls by Dispatch Center; no response time for any Dispatch Center dispatched Tier 2 calls shall exceed forty-five (45) minutes.

If any Fire / EMS coverage area is regularly being provided response times of greater than twenty (20) minutes for Tier 1 calls, the contractor the COG and a representative from said area shall meet to determine how to address said failure.

3. Dispatch Services

Ambulances available for dispatch must communicate with Dispatch Center via portable radio and advising of the particular unit responding, the location of the responding unit, the type of unit responding, and also notification of arrival on scene.

To the extent Contractor cannot provide the services as set forth herein, first responders (incident commander) on the scene may direct dispatch for alternative response options. Nothing related to the above shall abrogate the Contractor of its responsibilities set forth herein and/or the consequences of satisfying the same.

D. Penalties

1. Emergency Calls

For those months that the contractor fails to respond to ninety percent (90%) of all Tier 1 and / or Tier 2 calls within the time period specified in the standards, the contractor will review their response time plan to determine the causes of non-compliance and report such to the Contract Oversight Group (COG). For those months that the contractor fails to meet the Tier 1 and / or Tier 2 ninety percent (90%) threshold requirement within twenty (20) minutes standard, penalties will be assessed as per the Summary of Fines and Penalties table below.

For Tier 1 calls which fall greater than thirty (30 minutes) or forty-five (45) minutes respectfully and Tier 2 calls which fall greater than forty-five (45) minutes or one (1) hour respectively, fines will be assessed as per the Summary of Fines and Penalties table below.

Calls referred to another agency will be included as part of the response-time requirements of the contractor and a monthly report of such calls will be reported to the COG. The determination of the number of calls is: contractor was notified

by Dispatch Center with a request for an ambulance to respond to a scene in the Service Area and contractor's ambulance reached the scene as requested or was canceled by Dispatch Center.

Notwithstanding anything to the contrary herein and in strict addition to any other penalty described herein, this contract is a performance-based contract and failure to perform as required herein, falsification of records/documents, etc. may result in termination of the contract by the Board.

2. Upgrades, Downgrades, Canceled Responses and Breakdowns.

From time to time special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance and penalties will be as follows:

a. Upgrades

If an assignment is upgraded (made a higher priority) by Dispatch Center prior to arrival of an ALS ambulance unit on the scene, the contractor's compliance and penalties will be calculated from the time the emergency call was upgraded.

b. Downgrades

If a call is downgraded (from emergency to non-emergency) by Dispatch Center or based on information from a 7 – digit caller and, in accordance with County- approved dispatch protocols prior to arrival on the scene of the ALS ambulance unit, the contractor's compliance and penalties will be determined by the following:

- (1) If the event of downgrade occurs after the unit has exceeded the standard response time of twenty-minutes, said twenty-minute standard will apply and the response will be considered non-compliant; or,
- (2) If the event of downgrade occurs before the unit has exceeded the standard response time, the less stringent lower priority standard will apply.
- (3) If Dispatch Center downgrades a call, the maximum response time of thirty minutes will apply. However, the ambulance contractor will remain responsible for responding to such a downgraded call at the earliest possible time. For purpose of measuring contract compliance, each incident will be counted as one call dispatched only, no matter how many units respond to the incident.

c. Canceled Responses

If a call is canceled prior to the ALS ambulance unit arrival on the scene, the contractor's compliance and penalties will be calculated based on the elapsed time from receipt of call to the time the call was canceled.

d. Multiple Units / Break Downs

If multiple units are responding, then the additional unit's time is measured from the time the additional unit is requested until it arrives on scene. If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down in route to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives. If a unit breaks down on the way to the hospital with a patient loaded, the fine will be up to \$500. The COG in considering the application of a fine for ambulance breakdown will consider the vehicle maintenance records and may dismiss the fine based upon situations beyond the operators control such as wrecks, vehicle manufacturer recalls or known problem areas.

3. Waiver of Penalties / Grievances

The COG reserves the right to individually exclude calls from the response-time calculations or other penalties due to a lack of necessary information and/or circumstances occurring beyond the control of the Contractor, etc. In addition, the COG reserves the right to waive response-time penalties during the Initial Coverage Plan phase (first 3 months) if a contractor is selected other than one currently servicing the Service Area. Proposers shall specifically request such a waiver for consideration in the written Initial Coverage Plan, as detailed later in this RFP. A grievance procedure on penalty assessments will be developed prior to contract initiation. The proposer is encouraged to submit a suggested process, but is not required to do such to be compliant in the proposal process.

4. Other Response-Time Issues

Ambulance contractor will not be held responsible for response time performance on an emergency response outside the Service Area. However, the contractor shall use its best efforts in responding to mutual-aid calls out of the Service Area.

The response time established is expressed in terms of the maximum allowable for all of the Service Area under this proposal. Contract will be in fractal form of twenty minutes or less in ninety percent of the calls in the Service Area. Ambulance contractor will provide services not to exceed the thirty minute maximum allowable response time in the service area under this proposal and contract.

On scene times shall be established from Dispatch Center data or radio transmissions identifying the scene time or the contractor's response times as provided and accepted by the COG. If no on scene time is reported, the call will be counted as late for purposes of ninety percent on-time standard and subject to the penalty as deemed appropriate by the COG. Penalties for willfully falsifying at-scene times by contractor's field staff will be assessed at \$500 and by contractor's management staff will be \$1,000 for each incident. Any penalty assessed by the COG shall be paid in the manner and pursuant to an itemization as approved by the Board from time to time after recommendation from the COG, the St. Clair County Fire and EMS Association and other like organization for the purpose of enhancing the delivery of Emergency Medical Services in St. Clair County and the City of Leeds.

Notwithstanding anything to the contrary herein and in strict addition to any other penalty described herein, this contract is a performance-based contract and failure to perform as required herein, falsification of records/documents, etc. may result in termination of the contract by the Board.

Specific plans with regard to this standard must be provided in the response to the RFP.

The following table summarizes fines and penalties listed in this RFP.

Summary of Fines and Penalties

<u>Category</u>	<u>Charge</u>
1. Responses below standard fractile of twenty minutes ("Tier 1")	-First violative month of Term: Warning -Second violative month of Term: \$500 -Each violative month of Term thereafter: \$250 more than the previous violative month
2. Responses below standard fractile of thirty minutes ("Tier 2") in ninety percent of the calls.	-First violative month of Term: Warning -Second violative month of Term: \$250 -Each violative month of Term thereafter: \$250 more than the previous violative month

Category	Charge
3. Exceeds the maximum response time of thirty minutes (Tier 1 calls)	\$500.00 per call
4. Exceeds forty-five minutes (Tier 1 calls)	\$1000 per call
5. Exceeds forty-five minutes (Tier 2 calls)	\$250.00 per call
6. Exceeds one hour	\$500 per call
7. Willfully falsifying response data by: a. field staff b. management staff	\$500 per incident \$1,000 per incident
8. Breakdown of unit w/patient or insufficient/inoperable equipment on the ambulance.	Up to \$500 per incident

9. If a local agency paramedic is required to be placed on a BLS or AEMT truck for patient care purposes (per state EMS protocols and / or rules):

\$250 / call with money going
to agency placing medic on truck

E. Term and General Nature of Contract

This RFP contains language which uses the terms of proposer and contractor. Proposers should consider all contractor services as described as contract terms within the proposer's response to this RFP. A proposer when selected by the St Clair 911 Board will be offered a contract to provide ambulance service pursuant to the terms of its proposal submitted in response to this RFP and governing law for up to two (2) years with two (2) individual options to renew the contract for two (2) year periods after the initial two (2) year period under the following conditions:

1. Contractor has not provided notice of its intent not to renew at least six (6) months prior to conclusion of the Term; and,
2. The contractor has been in substantial compliance with the terms of the contract for the most recent two-year period of the contract.

F. Mutual Aid and Response

The contractor agrees to respond to all notifications by St. Clair (or Blount County) E 911 Dispatch Center within the Service Area.

Although the response to mutual aid requests will not be required by the contract, it is encouraged; should the delivery of mutual-aid services to a neighboring jurisdiction become excessive (e.g. in excess of one percent of the calls for that region absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the contractor's resources for emergency calls, the contractor shall inform the COG. The COG will then assess the situation and recommend to the contractor any action necessary to rectify the inequity.

Specific plans with regard to this standard must be provided in the response to the RFP.

G. Staffing Requirements

It is the intent of the COG and the Board to secure the highest level of emergency response services for the citizens of St. Clair County and the City of Leeds. Responses to 100 percent (100%) of Tier 1 calls within the Service Area shall be handled by an ALS ambulance with paramedic staffing. Paramedic staffing for an ALS transport may be established through the use of "sprint car" or "intercept."

All proposers shall include with their proposal a deployment plan indicating the method by which all emergency calls (Tier 1 calls and Tier 2 calls) will be answered within St. Clair County and the City of Leeds. The COG will review all deployment plans and evaluate the same as part of its review of proposals with the purpose of ensuring that the highest level of emergency response services be provided for the citizens of St. Clair County and the City of Leeds. The COG specifically reserves the right to reject any proposal which does not provide a deployment plan acceptable to the COG.

At any point during the term of the contract, should the COG, in its sole discretion, determine the quality of emergency response services has been adversely affected as a result of any actual deployment or deployment plan, the COG may immediately require the proposer / Contractor cease utilizing any, or a certain amount of, non-paramedic ALS ambulances regardless of the deployment plan submitted or approved prior thereto.

The COG is responsible for consideration of any personnel issue resulting from an interaction between the contractor's personnel and a customer inclusive of: patients, other responders, general public, hospital personnel, and any other affected parties. A plan is to be submitted which will demonstrate how the proposer will carry out any recommendation concerning personnel issues as recommended by the COG.

H. Driver Training Requirements

All ambulance personnel must complete a minimum of a 16-hour Emergency Vehicle Operations Course. This course must be repeated for a minimum of four hours every two years for all ambulance personnel.

Specific plans with regard to this standard must be provided in the response to the RFP.

I. Dispatch Requirements

The St. Clair (or Blount County) E 911 Dispatch Center will handle services for initial requests, notification and dispatching of Contractor and first-responder services.

Specific plans (primary and back up) with regard to how the contractor's dispatch center will receive and distribute calls for service to individual units, along with plans on how contractor ambulances will notify Dispatch Center of requirements of Section II (C)(3) of this RFP must be provided in the response to the RFP and must include A-Strip communications (or the then-current CAD to CAD communication system utilized by St. Clair County Dispatch Center). Location of contractor's dispatch center should be included in this plan.

J. Vehicle and Requirements

Proposers shall define the minimum number of ambulance vehicles believed to be necessary to fulfill this contract and provide defense for the same in response to this RFP. Vehicles to be initially used by the contractor shall be listed by year, type, and mileage. Each vehicle must meet Federal KKK-A-1822D standards or equivalent, at the time of original manufacture.

Each ambulance should have preventative maintenance records, as well as adhere to an approved preventative maintenance program. Preventative Maintenance Records of Contractor for each applicable unit shall be provided in the Contractor's proposal. The maintenance program shall be submitted with the RFP response. Each vehicle shall meet ambulance equipment standards of the State of Alabama. Proposers shall provide all of their own restocking of drugs, expendables and describe their proposed turnaround time for restocking a vehicle after calls. A plan is to be provided for the transfer of ventilator patients from the hospital in St. Clair County - said plan must include a ventilator exchange arrangement with the hospital.

ADPH/OEMS inspection and current good standing for each ambulance in service will be considered as meeting contract requirements for quality of ambulance units, except in the event that any ambulance arrives at the scene with insufficient equipment as required by ADPH Rules to treat the patient. Insufficient or inoperable equipment will be treated as a fineable offense. Determination of insufficient equipment will be based on field provider or hospital complaints.

Provider must also provide a plan to meet the needs of transfer of ventilator patients from St. Vincent's St. Clair Hospital (plan must include a ventilator exchange arrangement with the hospital).

K. Data Collection and Evaluation Requirements

The contractor shall be required to complete all forms and data reports required by the County, State, and BREMSS including but not limited to field-assessment forms, and standardized data. Specific plans with regard to this standard must be provided in the response to the RFP.

L. Communications Requirements

The EMS radio system to be used by the contractor must be a P-25 radio system, compatible with the AIRS System, and include ~~a-frequency~~ the primary talk groups used by the St. Clair and Blount County Dispatch Centers to communicate with ~~and is in the~~ St. Clair and City of Leeds Fire and EMS Services. ~~radio system.~~ The contractor shall assure that each ambulance used for response in the Service Area shall be equipped with appropriate emergency communication equipment (the "Radio Equipment") compatible with this radio system.

The Radio Equipment must meet the requirements provided herein as well as all other State requirement's including contact with ATCC, statewide EMS and Fire mutual aid frequencies and the transmission of twelve Lead ECG's.

Each ambulance must be equipped with Automated Vehicle Locator equipment and real time along with 60-day historical data shall be available to St. Clair and Blount County Dispatch Centers and COG members.

Contractor's dispatch must maintain A-Strip communications (or the then-current CAD to CAD communication system utilized by St. Clair County Dispatch Center).

It is understood that the rural nature of portions of St. Clair County makes radio communications limited in some locations and the proposer shall provide a plan for such incidents.

Appropriate and professional radio communications are required of contractor personnel.

Each ambulance shall be equipped with a GPS directional device with current mapping software. Proposers shall provide a plan noting the device to be used and applicable mapping software. Further, proposers shall describe their method of

educating personnel on roads within the County, the hospitals transported to as well as a method to avert main impediments to travel as they occur.

Specific plans with regard to this standard must be provided in the response to the RFP.

M. Mass-Casualty Incident (MCI) Response

The contractor shall be required to provide a mechanism for immediate recall of staff for units during mass-casualty Incidents (MCI), times of peak overload, or widespread disaster situations. The proposers plan should include the ability of the contractor to page and alert off-duty personnel. Contractor shall be familiar with the BREMSS MCI plan and their responsibility under it. The contractor's county manager or shift supervisor must respond to all MCI to function as the transport officer or other such duties as assigned by the Incident Commander.

Specific plans with regard to this standard must be provided in the response to the RFP.

N. Financial Requirements

The Board expects proposers to establish, in their responses to the RFP, that proposers have a firm financial commitment and a recent financial history to support and maintain:

1. Sufficient financial capacity to commence or continue all services listed in the RFP on or before September 1, 2025 and
2. Sufficient financial resources to continue if applicable and maintain all services for at least the primary contract period of two years.

It is incumbent upon the proposer to include sufficient information within the proposal package to allow reviewers to determine that the proposer:

1. Understands and documents all costs which will be associated with the contract
2. Has documented and supported all revenue sources associated with the proposal/contract, and;
3. Has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the contract.

Documents and required budget material requested to respond to this RFP are intended to assist with this determination. Failure to provide these documents, in the detail or at the level of documentation required, and to meet the levels of

independent verification of financial information requested, will reduce the credibility of the proposal and may result in disqualification or non-selection.

In addition to the financial documentation discussed, the Board is requiring the submission of a financial plan to allow the Board to operate the contract for up to a six-month period should a default and takeover occur. Any legal limitation or inability to meet the standards set forth herein must be addressed by proposers and disclosed in the proposer's response to this RFP. If not so addressed, said limitation or inability shall be deemed waived by the contractor and may not be raised as a defense to performance.

Upon award of a contract, the contractor shall charge only the charges authorized therein. Adjustment to the charges shall be authorized annually based on changes in the Medical Consumer Price Index or other index of the proposers choosing approved by the COG and other factors as stipulated in this RFP. No rate adjustment will be considered for the first year of the contract term. The COG must approve all changes to the rate structure based on substantial documentation of need submitted by contractor. All documentation shall be provided based on a format supplied by the COG.

Proposers may be allowed alternatives to traditional fee-for-service arrangement on a case by case basis as long as the Contractor is not shifting additional costs to other patients or their payers. Any form of captivation agreement with managed care organization must demonstrate to the COG's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third-party payers in the in the area. No alternative pricing proposals will be allowed for the first year of the contract.

Specific plans and documentation with regard to this standard must be provided in the response to the RFP.

O. Other Requirements

1. "Move Up and Cover" Requirements

The contractor shall agree to respond in a "move up and cover" capacity if so directed by Dispatch Center because of unusual situations (MCI, Floods, and Weather Emergencies). Specific plans with regard to this standard must be provided in the response to the RFP.

2. Regional MDAP Plan and Policy Requirements

Contractor must comply with the provisions as specified in the BREMSS MDAP Plan approved by the State Committee of Public Health. This plan, the RFP itself, coupled with the State of Alabama's EMS policy and procedures and other "governing law" defines the policy requirements of this contract. The contractor

must carry all drugs as authorized by the ADPH/OEMST, including optional drugs. Contractor can petition the COG to remove this requirement for each drug/procedure declared optional by ADPH Rules or protocols.

Specific plans with regard to this standard must be provided in the response to the RFP.

3. First Responder / PSAP Training and Coordination

First responder agencies are an integral part of a quality EMS system and the contractor will be expected to document their experience and future program to coordinate with first responder agencies. The contractor must integrate their service with existing first responder, Dispatch Center and allied agencies. Regular training programs provided by the contractor and scheduled coordination meetings with these agencies are required for rural first responders and may be offered to urban responders. Based on this assessment and approval by St. Clair County Fire and EMS Association of a training plan, training programs must be provided and must orient to the needs' assessment and be directed towards assisting first responders in meeting medical continuing education standards. Contractor must agree to participate in training on mass-casualty incidents. All training shall be consistent with BREMSS medical control policies.

Specific plans with regard to coordination and training must be provided in the response to the RFP.

4. Implementation Schedule and Requirements

The Contractor must be able to meet all minimum requirements of this RFP and do so within deadline established.

Specific plans with regard to this standard must be provided in the response to the RFP.

5. Supervision Requirement

Contractor will be responsible for an organized field supervisory personnel (e.g. field training officers, field supervisors) system to include a formal evaluation of all field personnel every six months for the first year of employment and annually thereafter. The supervisory personnel shall be in sufficient numbers to provide field evaluation and job supervision. The contractor will be required to have their Chief Operating Officer, District Manager or St Clair County Manager, attend the monthly meetings of the St. Clair Fire & EMS Association and the COG.

Contractor shall provide, at a minimum, one (1) field supervisor (not located on a transport vehicle) available in the Service Area 24 hours a day. The supervisor

shall be dedicated solely to the Service Area and shall act as a liaison to dispatch and related public-safety agencies.

Typical duties shall include, but not be limited to automatic response to:

- (a) Incidents requiring three or more ALS-unit response;
- (b) Mass-casualty or disaster incidents;
- (c) Hazardous materials incidents involving patient care; and,
- (d) Life-threatening incidents in immediate areas of supervisor at time of dispatch.

Specific plans with regard to this standard must be provided in the response to the RFP.

6. Safety and Risk Program

Proposers shall provide a safety and risk management program which shall at a minimum include:

- a. A safety manual that insures compliance with OSHA requirements.
- b. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk; protect themselves from danger; and preserve themselves from loss.
- c. A training program for all managers and supervisors to ensure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- d. An employee of the contractor must be responsible for the safety and risk program and they must have received formal training on risk and loss issues.
- e. The safety and risk program starts in the employment application phase and must include the following:
 - (1) An employment physical exam; and
 - (2) Physical capacities evaluation.
- f. A driver-safety program that meets or exceeds any state requirements.

- g. A continuing education program for all employees on safety and health issues that is scheduled no less than quarterly.
- h. A safety committee that meets monthly and involves no less than four employees and is representative of all contractor departments.

Specific plans with regard to this standard must be provided in the response to the RFP.

7. Support to Search and Rescue and Fire Responses.

The contractor shall agree to respond to Fire Department and Law Enforcement requests for assistance including search and rescue operations, fires, or other operations with a high degree of risk. Contractor will respond with a fully staffed ambulance to each working structure fire in the Ambulance Service Area or as requested by dispatch. The ambulance shall be considered available to respond to other emergency calls *if released by the Incident Commander at the incident / operation.*

Specific plans with regard to this standard must be provided in the response to the RFP.

8. Public Information/Education Component

N/A

9. Hazardous Material Incident and NIMS Compliance Education

Contractor will participate in multi-agency and hazardous material drills and exercises as requested. All personnel of the contractor must be NIMS education compliant based on the most current requirements including NIMS 100, 200 and 700 for all line personnel and NIMS 300 and 400 for County Manager and all supervisors. Documentation of compliance training and drill participation shall be submitted to the COG in January of each year or upon request.

A plan is to be submitted by the proposer for this educational and monitoring requirement as response to the RFP.

10. EMS Education Requirements

The contractor will agree to participate in EMS education required for effective delivery of emergency medical care under this contract. Such requirements include EMT-Intermediate-Advanced, and Paramedic initial and continuing education programs and disaster drills, even if the students are not employees of Contractor. Contractor shall establish reasonable standards for ride-alongs and other EMS system training opportunities as approved by the COG.

Specific plans with regard to this standard must be provided in the response to the RFP.

11. Helicopter Air Ambulance Services

Integration of Air Ambulance with ground transport is necessary. A plan is to be provided which defines when and how air transport will be used.

12. Subcontracts / Legal Entity

A single contractor is required for this agreement. If a proposer intends to utilize third-party's to provide any services described herein or to assist the proposer with any ancillary requirements such as billing or vehicle maintenance, the proposal must include the contracts for review and approval by the COG prior to implementation thereof.

The proposer and each subcontractor shall provide complete financial records as stipulated in this RFP. The contractor and each subcontractor shall also remain fully responsible and liable for all action as they relate to this contract.

13. Performance Guarantee, charges, history, inspection

- A. Proposer must as part of its proposal provide a plan which assures St. Clair County, the City of Leeds, and the Board of continued ambulance services as described herein to the standard described above for a period of six (6) months should the contractor fail, or have its contract terminated, for any reason prior to the conclusion of any given contract term or renewal thereof. Proposers may use performance bond, lock box-escrow funds, three-way equipment lease, or any alternative, to guarantee the above. Said continuation of services shall be at no additional cost to the County or the Board. Proposers are encouraged to be creative in the design of this plan so the guarantee is met at the lowest cost with the least interference with the contractor's operation.
- B. Proposers must include listing of all proposed charges. Charges as agreed to in the contract will be reviewed annually and approved by the COG. The contract will allow for automatic rate increases based on Medicare allowable increases and Health/ Medical Index increases. If the proposer wishes automatic increases based on any other index, this should be proposed.
- C. Proposal must include a history of the operation of the proposer and, if proposer is a corporation, identification of its directors. History must include immediate two year past financial data as well as a listing of all complaints and the disposition of those complaints.

Specific plans with regard to the above must be provided in the response to the RFP.

CONTRACT OVERSIGHT GROUP

1. Purpose: The Contract Oversight Group is responsible for the development and recommendation of a Request for Proposal for delivery of ambulance services and its associated functions to the St. CLAIR 911 BOARD and to provide a recommended contractor based upon the evaluation of such proposals received by the Board. The Contract Oversight Group (COG) is then responsible for the day-to-day oversight and review of the St. Clair Ambulance Contract awarded as a result of said RFP process, its standards of performance and the contractor's compliance therewith. Any complaints raised concerning the ambulance contract or ambulance contractor are the responsibility of the COG. The COG is appointed by and is solely responsible to the St. Clair County 911 Board.

Membership:

- St. Clair Fire and EMS Association – Two members
- St. Vincent's St. Clair Hospital One member either the ED Medical Director or ED Nurse Manager or appointee
- St. Clair E 911 Dispatch Center - One Member
- Public One Member (chosen by the Board)
- Representative of each incorporated city participating in the St. Clair Ambulance contract along with one representative from the City of Leeds.

3. Meetings / Report: The COG will meet regularly to review all performance standards.

4. The St. Clair County 911 Board shall have the right and obligation to change, add and/or remove members for the COG. In addition, the Board shall appoint the

Chair/Facilitator who will serve as a non -voting member and may be from the existing COG membership or from another area.