



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

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

October 06, 2025 @ 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 September 15, 2025
- [2.](#) Minutes from September 30, 2025 (Canvass Election)
- [3.](#) Minutes from September 30, 2025 (Called Meeting)

REPORTS OF OFFICERS:

- [4.](#) Mayor David Miller
Staff Reports
- [5.](#) City Administrator Brad Watson
Overtime Reports
6. Police Chief Irwin (Sergeant at Arms)

OLD BUSINESS:

NEW BUSINESS:

- [7.](#) Resolution 2025-10-01: Consider Acceptance of Jefferson County Grant Proceeds in support of the City of Leeds Senior Citizen Programs
- [8.](#) Resolution 2025-10-02: Amend Resolution 2025-03-01 Approving Jefferson County Grant Agreement for CDBG funds for Senior Center Improvements
- [9.](#) Resolution 2025-10-03: Consider funding request from Leeds Arts Council Project
- [10.](#) Resolution 2025-10-04: Consider Treasuries Account

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 September 15, 2025



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

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

September 15, 2025 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

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

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

Mayor David Miller
Council member Kenneth Washington
Council member Eric Turner
Council member Johnny Dutton
Council member 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 July 21, 2025

Motion to approve Minutes from July 21, 2025 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

2. Minutes from September 02, 2025

Motion to approve Minutes from September 02, 2025 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

REPORTS OF OFFICERS:

3. Mayor David Miller

Mayor Miller announced today's pickleball court ribbon-cutting. Mayor Miller reported on the sidewalk project money being released which means it will be announced for bidding soon.

4. City Administrator Brad Watson

Absent

5. Police Chief Irwin (Sergeant at Arms)

No Report

PUBLIC HEARING

6. Consider Ordinance to Levy Local Excise Tax and Require Business Licenses for Sale of Vape Products

No one from public responded. The item was referred to Council for a vote.

Public Hearing closed at 6:10 pm.

OLD BUSINESS:

There was none.

NEW BUSINESS:

7. Resolution 2025-09-02: Appointments to the Leeds Redevelopment Authority and Historical Preservation Commission
Motion to table Resolution 2025-09-02 until the new administration takes office made by Council member Turner, seconded by Council member Latta. Voting Yea: Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce. Voting Nay: Mayor Miller.
8. Resolution 2025-09-03: Appointments to the Board of Trustees of the Leeds Jane Culbreath Library
Motion to table Resolution 2025-09-03 until the new administration takes office made by Council member Turner, seconded by Council member Latta. Voting Yea: Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce. Voting Nay: Mayor Miller.
9. Resolution 2025-09-04: Appointments to the Leeds Board of Zoning Adjustments
Motion to table Resolution 2025-09-04 until the new administration takes office made by Council member Turner, seconded by Council member Latta. Voting Yea: Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce. Voting Nay: Mayor Miller.
10. Resolution 2025-09-05: Agreement with Jefferson County for Senior Center Improvements
Motion to approve Resolution 2025-09-05 made by Council member Washington, 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
11. Resolution 2025-09-06: Consider using Cemetery Funds to Purchase Cemetery Lot
Motion to approve Resolution 2025-09-06 made by Council member Washington, 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
12. Resolution 2025-09-07: Amend Resolution 2025-07-06 Appointing Election Officers for the 2025 Municipal Runoff Election

Motion to approve Resolution 2025-09-07 made by Council member Washington, 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

13. Ordinance 2025-09-01: Consider Ordinance to Levy Local Excise Tax and Require Business Licenses for Sale of Vape Products

Motion for Unanimous Consent to consider Ordinance 2025-09-01 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

Motion to approve Ordinance 2025-09-01 was made by Council member Washington and seconded by Council member Ragland-Pierce.

Motion to amend Ordinance 2025-09-01 to remove Police Jurisdiction reference made by Council member Washington, seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Ragland-Pierce. Voting Nay: Latta

PUBLIC COMMENTS

Mr. Judd Moore, 7360 Mountain View Lane, addressed the Council concerning the development near the Cahaba River, which is adding more debt and a 30-year tax abatement.

Mr. Mark Musgrove, 524 Forest Drive, addressed the Council concerning the BZA appointments and the need for them to be educated on the process.

Ms. Holley Pugh, 1723 Morgan Street, addressed the Council concerning storage units on Parkway Drive, which have ruined her business.

Ms. Joanne Boyd, 567 Forest Drive, addressed the Council regarding the rush to approve new appointments and projects, the education process for BZA appointments, and the Cahaba River Society's stance on development.

Council member Eric Turner addressed the Council and reported that the Leeds Redevelopment Authority is unaware of the development details.

Council member Angie Latta addressed the Council and stated that the new administration should get instructions on responsibilities.

ADJOURNMENT

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

The meeting adjourned at 6:43 pm.

Attest:

David Miller, Mayor

Toushi Arbitelle, City Clerk

File Attachments for Item:

2. Minutes from September 30, 2025 (Canvass Election)



CITY OF LEEDS, ALABAMA

CANVASS COUNCIL MEETING MINUTES

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

September 30, 2025 @ 12:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 12:01 pm.

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

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

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor David Miller

CUTOFF FOR PUBLIC COMMENT SIGN-UP

NEW BUSINESS:

1. Resolution 2025-09-08: Canvassing 2025 Municipal Runoff Election Results

The single provisional ballot from the St. Clair County Board of Registrars was marked "do not count" and returned to the St. Clair County Provisional Ballot box. The provisional ballots marked as "ok to count" from the Jefferson County Board of Registrars were opened and added to the election results. The provisional ballots marked as "do not count" were returned to the Jefferson County Provisional Ballot Box. There were none for Shelby County. Two votes for Eddie W. Moore and one vote for Kenneth Washington were added to the final count.

Motion to approve Resolution 2025-09-08 made by Council member Washington, 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

- 2. Certification of 2025 Municipal Runoff Election - Mayor**
- 3. Certification of 2025 Municipal Runoff Election - District 1**

The official canvass of the votes cast in the municipal runoff election held in the City of Leeds, Alabama, on September 23, 2025, shows that Sabrina Rose was duly elected to the office of Councilwoman for City Council—District One (1), of the City of Leeds, Alabama, for the term commencing on the first Monday of November 2025.

PUBLIC COMMENTS

No one signed up to speak.

ADJOURNMENT

Mayor Miller adjourned the meeting at 12:07 pm

David Miller, Mayor

Attest:

Toushi Arbitelle, City Clerk

File Attachments for Item:

3. Minutes from September 30, 2025 (Called Meeting)



CITY OF LEEDS, ALABAMA

CALLED COUNCIL MEETING MINUTES

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

September 30, 2025 @ 12:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 12:07 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

CUTOFF FOR PUBLIC COMMENT SIGN-UP

APPROVE COUNCIL MINUTES

Will be reviewed at the next regular scheduled meeting.

REPORTS OF OFFICERS:

1. Mayor David Miller
No report
2. City Administrator Brad Watson
Absent
3. Police Chief Irwin (Sergeant at Arms)
No report

PUBLIC HEARING

4. R25-09-08 To consider an ABC license application by Brews and Brews Holdings LLC., DBA: Rails and Ales - 1210 6th St, 35094 - On and Off Premise (040)
No members of the public spoke during the comment period. The item was referred to the Council for consideration.

OLD BUSINESS:

There was none.

NEW BUSINESS:

5. R25-09-09 To consider an ABC license application by Brews and Brews Holdings LLC., DBA: Rails and Ales - 1210 6th St, 35094 - On and Off Premise (040)

Motion to approve Resolution 2025-09-09 made by Council member Turner, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

PUBLIC COMMENTS

No one signed up to speak.

ADJOURNMENT

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

The meeting adjourned at 12:09 pm.

David Miller, Mayor

Attest:

Toushi Arbitelle, City Clerk

File Attachments for Item:

4. Mayor David Miller

Staff Reports

Leeds Senior Center Newsletter

October, 2025

The Center is a great environment of which to be a part. This brief newsletter is a handy reminder of our regularly scheduled activities with some specific events noted.

If you are checking us out for the first time, specific details include:

- The Center is open Monday thru Thursday, 10:00 am to 2:00 pm
- Lunch is served at 11:30 each day, and the cost is \$2 per person. **An RSVP for lunch is required 24 hours in advance**
- All activities at the Center are meant to be fun, enjoyable and optional
- Regular Activities include - Exercise on Mondays and Wednesdays at 10:45; Bible study at 12:15 on Mondays; Refresher Class for Line Dancing on Tuesdays at 9:00 a.m., and Line Dancing on Wednesdays at 12:15
- Tuesday is game day - favorites include Dominos, Skip Bo, Sequence, Phase 10 and Rummikub
- On Thursdays we have Art & Leisure. Art (painting and crafts) and games are on the schedule
- **October 7 and 14 - Refresher Class for Line Dancing at 9:00 a.m.**
- **October 9 - Art with Leslie - there is a cost and RSVP is required**
- **October 13 - The Center is Closed for the Columbus Day Holiday**
- **October 14 - Lunch Out on the Town - place to be determined**
- **October 21 - Field Trip to Orbix Glass Blowing in Ft Payne**
- **October 23 - Art with Leslie - there is a cost and RSVP is required**
- **October 28 - We celebrate October Birthdays. RSVP is required**
- **October 31 - City Wide Trick or Treat**
- The telephone number for the Center is **205.699.0910**
- If you are joining us at the Center for the first time, please call 24 hours in advance to reserve a spot for lunch - **205.699.0910**

See you at the Center.

Audrey



October 2025~ Senior Center

Monday ~ Thursday, 10:00 am to 2:00 pm

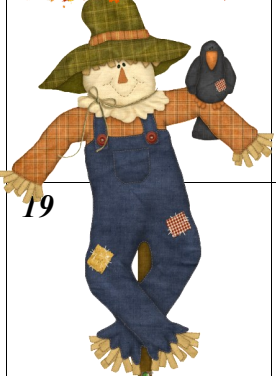
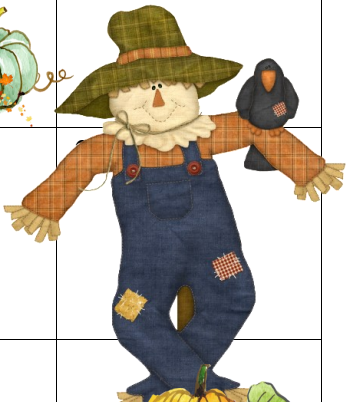
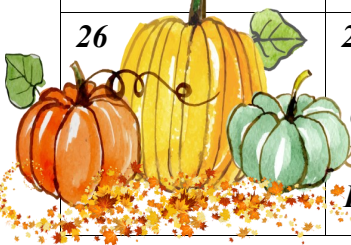
205.699.0910

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15	2 Game Day~ Lunch (\$2) RSVP required	3 	4 
5 	6 Exercise 10:45 Lunch (\$2) Bible Study @ 12:15	7 Refresher Line Dancing @ 9:00 Game Day~ Lunch (\$2)	8 Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15	9 Art with Leslie RSVP Required Games Lunch (\$2)	10 	11 Little Shop of Horrors 7:00 p.m. LAC
12 	13 Center Closed ~ Columbus Day Holiday	14 Refresher Line Dancing @ 9:00 Lunch Out on the Town	15 Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15	16 Game Day~ Lunch (\$2)	17 	18 
19 	20 Exercise 10:45 Lunch (\$2) Bible Study @ 12:15	21 Center Closed ~ Out of Town Field Trip	22 Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15	23 Art with Leslie RSVP Required Games Lunch (\$2)	24 	25 
26 	27 Exercise 10:45 Lunch (\$2) Bible Study @ 12:15	28  Birthday Celebration	29 Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15	30 Game Day~ Lunch (\$2)	31 City Wide Trick or Treat 3:00 p.m. Downtown	

October 2025~ Menu

Lunch served at 11:30 ~ \$2 per person

205.699.0910

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 <i>Pot Roast Mashed Potatoes Roasted Carrots Pecan Pie</i>	2 <i>Turkey Sandwich Chips Fresh Fruit</i>	3 	4 
5 	6 <i>Smoked Chicken Brussel Sprouts Mashed Potatoes Fresh Fruit</i>	7 <i>Ham Sandwich Chips Brownie</i>	8 <i>Grilled Chicken Buttered Rice Asparagus Banana Pudding</i>	9 <i>Pulled Pork Baked Beans Strawberry Cake</i>	10	11
19 	13 <i>Center Closed ~ Columbus Day Holiday</i>	14 <i>Lunch out on the Town</i>	15 <i>Meatloaf Mashed Potatoes Spinach Bread Pudding</i>	16 <i>Baked Potato Pulled Pork Broccoli Blondies</i>	17 	18 
26 	20 <i>Turkey Tetrzzini Squash Broccoli Brownies</i>	21 <i>Center Closed ~ Out of Town Field Trip</i>	22 <i>Swedish Meatballs Egg Noodles Broccoli Cass. Baked Apples</i>	23 <i>It's a Surprise!!</i>	24	
	27 <i>Chicken Picatta Cheese Tortellini Squash Cass. Peanut Butter Pie</i>	28  <i>Birthday Celebration</i>	29 <i>Cheese Steak Baked Beans Mac & Cheese Pecan Pie</i>	30 <i>Turkey Sandwich Chips Fresh Fruit</i>	31  <i>City Wide Trick or Treat 3:00 p.m. Downtown</i>	

File Attachments for Item:

5. City Administrator Brad Watson

Overtime Reports

Department Hours- OT**From 09/02/25 to 09/15/25**

Department	OT	FDC	Totals
	170:11	68:00	238:11
ADM-1	2:40		2:40
CRT-11	4:11		4:11
FIRE1-26	47:34	50:00	97:34
FIRE2-26	4:00	18:00	22:00
LIB-70	1:00		1:00
POL-22	54:24		54:24
STR-80	56:22		56:22

Department Hours- OT**From 09/16/25 to 09/29/25**

Department	OT	FDC	Totals
	187:55	4:30	192:25

ADM-1	4:57		4:57
CRT-11	2:24		2:24
FIRE1-26	39:05	4:30	43:35
FIRE2-26	2:00		2:00
LIB-70	2:30		2:30
POL-22	48:26		48:26
STR-80	88:33		88:33

File Attachments for Item:

7. Resolution 2025-10-01: Consider Acceptance of Jefferson County Grant Proceeds in support of the City of Leeds Senior Citizen Programs

**CITY OF LEEDS
RESOLUTION NO.: 2025-10-01**

ACCEPTANCE OF JEFFERSON COUNTY GRANT PROCEEDS IN SUPPORT OF THE CITY OF LEEDS SENIOR CITIZEN PROGRAMS.

WHEREAS, Jefferson County has appropriated funds to each of the senior citizen programs throughout Jefferson County; and

WHEREAS, as a result of said appropriation the City has been granted \$20,000.00 for the benefit of its senior programs; and

WHEREAS, the City Council must in turn approve the subject grant agreement in support of said funding.

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

1. The above Recitals are true and correct and included herein this Resolution of the City Council as if fully set forth.
2. The attached Jefferson County Community Grant Agreement is hereby approved in full in support of the City of Leeds Senior Citizen Program.
3. The Mayor and staff are hereby authorized to take all necessary actions and execute the necessary documentation in order to complete the actions so authorized.

ADOPTED and APPROVED this the 6th day of October 2025.

CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

Toushi Arbitelle, CITY CLERK

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 6th day of October 2025

Toushi Arbitelle, City Clerk

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, The Jefferson County Commission as part of its Fiscal Year 2026 budget process resolved to appropriate funds for the general support of senior centers located within Jefferson County; and

WHEREAS, the City of Leeds, Alabama (“Leeds”) applied for a grant of funds in the amount of \$20,000.00 for the Leeds Senior Center; and

WHEREAS, the City of Leeds is a municipality located within Jefferson County, Alabama which seeks funding for the operation of the Leeds Senior Center; and

WHEREAS, the Jefferson County Commission has recommended funding of \$20,000 to the City of Leeds, and the grant of such funds serves as good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2026.
2. The County shall pay the city of Leeds a lump sum payment of \$20,000.00 upon execution of this agreement.
3. The City of Leeds shall use the public funds for the operation of the Leeds Senior Center.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. The City of Leeds shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits as provided in the attached Exhibit A (Use of Funds Report) no later than sixty (60) days following the expenditures or by September 30, 2026, whichever shall occur first.

5. The City of Leeds shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the city of Leeds for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The City of Leeds representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The City of Leeds representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither the City of Leeds nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with

any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, the city of Leeds shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Date

James A. Stephens, President
Jefferson County Commission

CITY OF LEEDS, ALABAMA

Date

David Miller, Mayor

EXHIBIT A

USE OF FUNDS REPORT

I, _____, in my capacity as the _____ (Title) of The City of **Leeds**, a municipality located within Jefferson County (hereinafter “Grantee”), do hereby certify to the JEFFERSON COUNTY COMMISSION, a political subdivision of the State of Alabama (the “County”), in accordance with the provisions of the Grant Agreement dated _____, 2025, by and between the Grantee and the County, as follows:

1. This report is being delivered with respect to the requirements of the grant agreement referenced above within sixty (60) days following the expenditures or by September 30, 2026.
2. The funds in the amount of \$_____, was utilized for the specific purpose authorized in the grant agreement and for no other purpose.
3. In accordance with the terms of the agreement, Grantee has all appropriate financial records, including invoices, canceled checks, cash receipts and all other supporting documents related to the funding expenditures and shall provide them upon request.
4. Grantee will continue to maintain the supporting documentation for three years as required.

IN WITNESS HEREOF, the undersigned has executed and delivered to the County this Use of Funds Report this ____ day of _____, 2026.

By: _____
Its: _____

Email report as follows:

Finance Department of Jefferson County

Email: grantreports@jccal.org

Copy to:

Jefferson County Department of Community Services

Email: seniorcenter@jccal.org

County Manager

Email: county_manager@jccal.org

File Attachments for Item:

8. Resolution 2025-10-02: Amend Resolution 2025-03-01 Approving Jefferson County Grant Agreement for CDBG funds for Senior Center Improvements

**CITY OF LEEDS
RESOLUTION NO.: 2025-10-02**

REVISE R2025-03-01: APPROVAL OF JEFFERSON COUNTY CDBG AGREEMENT IN SUPPORT OF THE CITY OF LEEDS SENIOR CITIZEN PROGRAMS AND FACILITY.

WHEREAS, Jefferson County has appropriated funds to each of the senior citizen programs throughout Jefferson County; and

WHEREAS, once again the Jefferson County Commission has agreed to support the City Senior Services program by granting funds to the City to be applied to the renovation efforts of the Civic Center which houses the Senior Programs; and

WHEREAS, the City Council must in turn approve the subject grant agreement in support of said funding.

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

1. The above Recitals are true and correct and included herein this Resolution of the City Council as if fully set forth.
2. The attached revised Jefferson County CDBG Agreement is hereby approved in full in support of the City of Leeds Senior Citizen Program in substantially the same form as attached hereto.
3. The Mayor and staff are hereby authorized to take all necessary actions and execute the necessary documentation in order to complete the actions so authorized.

ADOPTED and APPROVED this the 6th day of October 2025.

CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

Toushi Arbitelle, CITY CLERK

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 6th day of October 2025

Toushi Arbitelle, City Clerk

AGREEMENT BETWEEN
JEFFERSON COUNTY, ALABAMA
AND
CITY OF LEEDS

STATE OF ALABAMA)
JEFFERSON COUNTY)

PART I: PROJECT CONTRACT AGREEMENT

This Agreement is entered into upon execution by the Jefferson County Commission as noted by the Minute Clerk stamp, by and between Jefferson County, Alabama, which will be represented by its Office of Community Services, hereinafter called the COUNTY, and the CITY OF LEEDS, hereinafter called the ENTITY.

WHEREAS, the COUNTY and the ENTITY desire to enter into an Agreement that provides for the Leeds Senior Center Improvement Project (C024-03A-M04-LSC) through the use of Federal Community Development Block Grant (CDBG) Funds, and hereby agree as follows:

W I T N E S S E T H:

FIRST: The ENTITY agrees to only use the CDBG funds for the Leeds Senior Center Improvement Project and designate CDBG-funded parking for the sole use of the Senior Center located at 1000 Park Drive, Leeds, 35094, Jefferson County, Alabama.

SECOND: It is agreed that the COUNTY shall conduct a fair and competitive bidding program in accordance with the 41-16-50, 1975 Code of Alabama, and shall select a competent Contractor to construct the improvements specified at Paragraph FIRST. The COUNTY further agrees to incur all costs related to advertisement of competitive bids. The COUNTY reserves the right to accept or reject any and all bids, or to modify the scope of work

THIRD: It is agreed that any project activities undertaken under the provisions of this Agreement may be suspended or terminated by the COUNTY if the ENTITY refuses to accept any additional conditions that may be imposed by HUD or if the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 is suspended or terminated. It is also agreed that if the ENTITY shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the ENTITY shall violate any of the covenants, agreements, or stipulations of this Contract; the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the ENTITY of such termination and specifying the effective date of such termination.

FOURTH: The COUNTY'S agreement to construct certain plans set out in the scope of work referenced herein shall terminate upon completion and final acceptance of the work performed

by the architect firm and Contractor. All other obligations contained in this Agreement shall not expire until five (5) years after the approved date that Jefferson County ceases to function as an entitlement under the U.S. Department of Housing and Urban Development. The ENTITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this Agreement.

FIFTH: The ENTITY shall attend any and all inspections relating to the project or provide written, binding authorization for a representative to act on their behalf. As part of the final inspection, the ENTITY shall enumerate deficiencies requiring corrective action for the COUNTY to review and include, as applicable, in the final punch list for the contractor. Upon completion and satisfaction of all identified corrective actions requested by the Entity (if any), the ENTITY shall certify in writing to the COUNTY final acceptance of the job. The ENTITY's failure or refusal to certify in writing to the COUNTY final acceptance of the job as outlined above will result in all funds relating to the project becoming immediately repayable to the COUNTY. The ownership of the construction under this Agreement shall at all times be with the ENTITY its successors and assigns; furthermore, all maintenance of said improvements shall also be with the ENTITY its successors and assigns. The ENTITY agrees to maintain the community center/storm shelter constructed at a level equal to that of other areas of the ENTITY and use the improvements exclusively as a community center/storm shelter until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the improvements exclusively as community center/storm shelter will be an automatic breach of this agreement and the ENTITY shall reimburse the COUNTY for all construction costs. This stipulation is to expire upon the termination of this contract as stated in paragraph FOURTH.

SIXTH: The ENTITY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SEVENTH: The ENTITY agrees to indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the ENTITY under this Agreement. Provided, however, this Paragraph EIGHTH shall not be interpreted to require the ENTITY to indemnify, hold harmless, and defend the COUNTY from any such injury, damage, or death caused by any negligence or breach of contract of or by the COUNTY.

EIGHTH: If the Agreement is terminated by the COUNTY as provided herein, the ENTITY shall have no claim of payment or claim of benefit for any project activities undertaken under this

Agreement, which according to the original plans and specifications has been dropped or suspended.

NINETH: The ENTITY agrees that any and all questions, comments, or other communication, concerning the contractor, whether written or oral, related to the progress of work, the quality of work, the scope of work, or other aspects of the construction or design phases, will be directed to the COUNTY specifically the Office of Community Services.

TENTH: The ENTITY agrees that if there is a change in use of the property, the ENTITY may retain the property if the COUNTY is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, and construction of, the property.

ELEVENTH: Insurance

The ENTITY is responsible for all policy premiums and deductibles.

The ENTITY shall furnish the COUNTY with a certificate of insurance as required by this Agreement. A person authorized by the insurer to bind coverage on its behalf must sign the certificate.

Liability Insurance

The ENTITY shall provide proof of general liability insurance in an amount acceptable to the COUNTY throughout the term of the Project. The COUNTY must be listed as an additional insured.

TWELTH: Part II of this Agreement is attached hereto and incorporated by reference into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly-authorized officials, this agreement on the date written above.

JEFFERSON COUNTY, ALABAMA

ATTEST:

BY: _____
President
Jefferson County Commission

ATTEST:

BY: _____
Mayor

PART II: TERMS AND CONDITIONS

1. Federal Regulations

The Project covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383). The Project construction is subject to all applicable Federal laws and regulations.

2. Provisions of Law, Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

3. Definitions

As used herein the following words and terms shall have the meanings hereby ascribed to them:

- (a) "Area" means the jurisdictional limits of Jefferson County, Alabama.
- (b) "Consortium" means the group of municipalities which have entered into a cooperation agreement with Jefferson County Commission for the Community Development Block Grant Program.
- (c) "County" means Jefferson County, Alabama.
- (d) "ENTITY" means a city, community, public agency or other business entity entering into the Contract, or Agreement with Jefferson County, Alabama, to do such work as specified within Part I of said Contract or Agreement.
- (e) "Government" means the Federal government of the United States of America.
- (f) "HUD," "FEMA" or "the Department" means the U.S. Department of Housing and Urban Development and Federal Emergency Management Agency.
- (g) "Project" means a collection of work elements and activities to be undertaken as a part of the Program as set forth in Part I of this Contract or agreement.
- (h) Where the Project is to be carried out for an identified Neighborhood Strategy Area, Neighborhood Revitalization Area, or a Neighborhood Rehabilitation Area, "Project Area" shall be the boundaries of that area as defined by the County and included in its Statement of Objectives and Projected Use of Funds.

Where the Project is to be carried out for an entire municipality, "Project Area" means the corporate

limits to the municipality. For other projects not fitting the above categories, "Project Area" means the specific census tract or census tracts within which said Project is located.

- (i) "Program" means the Jefferson County Community Development Program operated under the provisions of the U.S. Department of Housing and Urban Development regulations and the Housing and Community Development Act of 1974, as amended.
- (j) "The Secretary" means the office of the Secretary of the U.S. Department of Housing and Urban Development.
- (k) "Subcontractor" means the person, firm or corporation entering into a subcontract with the ENTITY to perform wholly or in part such work as specified in said subcontract.

4. Suspension of Work

Should the County be prevented or enjoined from proceeding with work either before or after the start of construction by reason of litigation or other reason beyond the control of the County, the ENTITY shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay, with such determination to be set forth in writing.

5. Compliance with Section 3 of the Housing and Urban Development Act of 1968.

The work to be performed under this Contract is a Project assisted under a Program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project Area and contracts for work in connection with the projects be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

A. The ENTITY shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- (a) The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or FEMA-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Agreement agree to comply with HUD'S regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment

that would prevent them from complying with the part 135 regulations.

- (c) The ENTITY agrees to send to each labor organization or representative of workers with which the ENTITY has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the ENTITY's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The ENTITY agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The ENTITY will not subcontract with any subcontractor where the ENTITY has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The ENTITY will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the ENTITY's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

6. Discrimination Prohibited

- (a) No person in the United States shall, on the ground of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subject to

discrimination under any program or activity made possible by or resulting from this contract. The ENTITY will comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964. Should any real property or structure thereon be provided or improved with the aid of Federal financial assistance extended to the contractor, this paragraph shall be binding for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

(b) The ENTITY shall administer all programs, responsibilities and activities relating to housing and community development in a manner to affirmatively further fair housing, so as to comply with Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974 and HUD Regulations issued pursuant thereto at 24CFR570.601, and Executive Order 11063, which governs equal opportunity in housing.

(c) The ENTITY shall maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in or benefited from activities funded under this agreement.

(d) The ENTITY certifies and covenants that it does not nor will not maintain or provide for any segregated facility under its control, and that it does not nor will not permit any of its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

7. Maintenance of Effort (Generally Applicable to Public Agencies)

Payment by the County shall be conditioned upon the maintenance during the period of this agreement by the ENTITY of a level of aggregate expenditures for activities similar to those being paid under this contract, which is not less than the level of aggregate expenditures for such activities prior to the execution of this Contract.

8. Control of Assets

The ENTITY shall maintain effective control over and accountability for all property and other assets that are provided for by this agreement. The ENTITY shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Financial Management and Reporting:

The ENTITY hereby certifies that it will comply with the regulations, policies, guidelines, and requirements of Federal Management Circular A-87 and "Common Rule" 24 CRF Part 85, as they relate to the acceptance and use of federally funded renovations under this program. Assurance is also given that the ENTITY will faithfully carry out the managerial activities necessary to ensure accountability for assets obtained through and in compliance with the pertinent federal regulations to this end.

9. Procurement Standards

- (a) The ENTITY shall maintain a code of standards of conduct which shall govern the performance of its officers, employees, or agent in contracting with and expending Federal grant funds. Local government officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or potential Contractors.
- (b) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.

10. Retention of Records

All records maintained by the ENTITY that pertain to this agreement shall be retained for a period of five years after final settlement or such longer period as the County or the U.S. Department of Housing and Urban Development may require in specific cases.

11. Reports and Information

The ENTITY, at such times as the County may require, shall furnish such statements, records, data, and information, as may be requested pertaining to matters covered by this agreement.

12. Audit Requirements

At any time during normal business hours and as often as the County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives deem necessary, they shall have access to all accounts, records, reports, files and other papers or property of the ENTITY pertaining to funds provided under this Contract for the purpose of making surveys, inspections, audits, examinations, excerpts, and transcripts.

13. National Environmental Policy Act of 1969

The ENTITY'S chief executive officer acknowledges that the President of the Jefferson County Commission has assumed the status of a responsible Federal official under NEPA, and consents to assist the President of the Commission in accepting Federal courts for the purpose of discharging of his enforcement responsibilities as such an official.

14. Compliance with Air and Water Acts

- (a) The ENTITY stipulates that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (b) The ENTITY agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act as amended (33 USC 1318) relating to inspection, monitoring, entry,

reports, and information, as well as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- (c) The ENTITY further stipulates that as a condition for the execution of this contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, and EPA, indicating that a facility utilized or to be utilized for this contract is under consideration to be listed on the EPA list of Violating Facilities.
- (d) And, the ENTITY further agrees that they will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every non-exempt contract, or subcontract and will take such action as the Government may direct as means of enforcing such provision.

In no event shall any amount of the funds provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act. Executive Order 11128 provides guidelines relating to prevention, control, and abatement of water pollution which are to be followed and utilized by the ENTITY.

15. Flood Insurance

(a) This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and the National Flood Insurance Act of 1968, as amended (42 USC 4001), et. seq. The County is participating in the National Flood Insurance Program; therefore, contracts for acquisition, clearance, construction, or other purposes, as defined in Section 3(a) of P.O. 93-234, in areas identified by the Secretary as having special flood hazards are subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said public law. The ENTITY'S responsibilities for evaluation of flood hazards are provided in Executive Order 11296. (b) Every contract or subcontract for the sale, lease or other transfer of land acquired, cleared, or improved in whole or in part with Community Development Block Grant funds, shall contain, if such land is located in an area having special flood hazards, the flood provisions:

- (1) The transferee and its successors, or assigns, are hereby obligated to obtain and maintain, during the ownership of land acquired, cleared, or improved under this Contract, now and at some date in the future, such flood insurance as required with respect to Federal financial assistance for acquisition or construction purposes under Section 102 (a) of the Flood Disaster Protection Act of 1973.
- (2) The obligation shall be binding on the transferee and its successors, or assigns, notwithstanding the fact that the construction, rehabilitation, or other renovations on the land is not itself funded with assistance under the Community Development Block Grant Program or under this Contract.

16. Interest of Public Officials and Kickbacks

- (a) Interest of a Member of or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

(b) Interest of Members of the Local Government

No member, officer, or employee of the County or the ENTITY or its designees or agents, no member of the governing body of the County or the ENTITY, and no other public official of the County or the ENTITY who exercises any functions or responsibilities with respect to the Program and Projects during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Jefferson County Community Development Program.

(c) Interest of Contractor and Employees

The ENTITY covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in this Contract. The ENTITY further covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The ENTITY further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the ENTITY or his employees must be disclosed to the County. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low-income residents of the area.

(d) Provisions of the Hatch Act

Neither the funds provided by this Contract, nor the personnel employed in the administration of the agreed upon work shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, U.S. Code.

- (e) The ENTITY agrees to incorporate in full the provision of paragraphs (a) through (e) of this section in every contract or subcontract for construction, rehabilitation, supplies and professional services which is in any way entered into with respect to this Contract.

17. Prohibition Against Payments of Bonus or Commission

Funds provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining from the County or the U.S. Department of Housing and Urban Development of this or future contracts, or any other approval or concurrence of said agencies that may be required under this Contract, Title I of the Housing and Community Development Act of 1974, or the Department regulations with respect thereto; provided, however, that reasonable fees or

bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Contract costs.

18. Subcontract Approval

The ENTITY shall submit for the County's review and approval, a copy of all contracts and subcontracts the ENTITY may desire to let for any portion of the work set forth and required by this Contract. The County shall have the right to approve or disapprove of said contracts or proposed Subcontractors where the County deems that they are not in compliance with the intent of provisions made by this Contract or other Program policies, regulations, guidelines, and requirements. The ENTITY agrees that the County shall approve of said Contract or Subcontracts prior to the execution of the contract or subcontract document, and that said document will contain an appropriate space for the County to acknowledge its approval. Any objection shall be expressed in writing by the County within ten (10) days after receipt.

19. Acquisition and Relocation

(a) In acquiring real property in connection with the Community Development Block Grant Program, the ENTITY will be guided to the extent permitted under State law, by the real property acquisition policies set out under Section 301, of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the provisions of Section 302 thereof, and HUD Regulations issued pursuant thereto at 24 CFR 42, Sub-part D.

(b) The ENTITY will provide fair and reasonable relocation payments, assistance, and services in accordance with Sections 202 through 205 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Sub-parts B and C of 24 CFR 42, and HUD Handbook 1371.1 (revised), to or for families, individuals, partnerships, corporations, or associations displaced as a result of any acquisition of real property assisted under the project.

20. Assignability

The ENTITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the County thereto.

21. Regulations Pursuant to so-called "Anti-Kickback Act"

The ENTITY shall comply with the applicable regulations herein incorporated by reference of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be

responsible for the submission of affidavits required by Subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

22. Copyrights

If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorize the use of all copyrighted material and all material which can be copyrighted resulting from the agreement.

23. Discovery and Invention

Any discovery or invention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

24. Energy Efficiency

The ENTITY shall know and follow the mandatory standards and policies relating to energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94-163).

25. Termination of Agreement

Termination of Agreement for Cause – If through any cause, the ENTITY shall fail to fulfill in timely and proper manner his obligations under this Agreement or if the ENTITY shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the ENTITY of such termination or suspension and specifying the effective date thereof, at least thirty (30) days before such effective date.

Notwithstanding the above, the ENTITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the ENTITY and the COUNTY may withhold any payments to the ENTITY for the purpose of set off until such time as the exact amount of damage due the COUNTY from the ENTITY is determined.

Termination for Convenience – Upon seven days written notice to the ENTITY, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, the consultants/contractor shall be paid (without duplication of any items):

For completed and acceptable work executed in accordance with this Agreement prior to the

effective date of termination, including fair and reasonable sums for overhead and profit on such work;

For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Agreement in connection with uncompleted work, plus fair and reasonable sums of overhead and profit on such expenses; and for reasonable expenses directly attributable to termination.

ENTITY shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

26. ENTITY shall comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance appropriate.
27. ENTITY shall comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.
28. ENTITY will not enter into any contract with any party, which is debarred or Suspended from participating in federal assistance programs.
29. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

30. **ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION**

08-4

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name:

Address:

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability, or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

Date

Signature

Title

File Attachments for Item:

9. Resolution 2025-10-03: Consider funding request from Leeds Arts Council Project

RESOLUTION NO. 2025-10-03***A RESOLUTION AUTHORIZING A DONATION TO THE LEEDS ARTS COUNCIL FOR FLOORING REPLACEMENT***

WHEREAS, the Leeds Arts Council is a nonprofit corporation organized under the laws of Alabama and recognized as a 501(c)(3) organization, which provides cultural, artistic, and educational programming for the benefit of the citizens of Leeds and the surrounding community; and

WHEREAS, the City of Leeds recognizes the important role played by the Leeds Arts Council in promoting arts, culture, education, and community engagement for the citizens of Leeds and the surrounding area; and

WHEREAS, the Leeds Arts Council building, which serves as a hub for cultural and educational programming, currently has flooring that is approximately twenty-five (25) years old and has reached the end of its useful life, showing significant wear and tear; and

WHEREAS, the Leeds Arts Council has submitted a proposal outlining the need to replace the existing flooring with new Luxury Vinyl Plank (LVP), a durable and aesthetically pleasing option well-suited for high-traffic community facilities; and

WHEREAS, the total estimated cost of the flooring replacement project is Seven Thousand Two Hundred Fifty Dollars (\$7,250.00), consisting entirely of materials, with labor to be donated by the Leeds Arts Council staff and volunteers; and

WHEREAS, although the Leeds Arts Council building is not owned by the City of Leeds, the City Council finds that supporting the Leeds Arts Council through a donation for this project will serve a valid and valuable public purpose by enhancing access to arts and cultural programming for the citizens of Leeds; and

WHEREAS, Alabama Code §11-47-9 authorizes municipalities to appropriate money to nonprofit organizations when such appropriations are for the purpose of promoting the public interest.

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

1. That the City of Leeds hereby approves a donation in the amount of Seven Thousand Two Hundred Fifty Dollars (\$7,250.00) to the Leeds Arts Council for the purchase of materials necessary to replace the flooring at its facility.
2. That the Mayor is authorized and directed to take all necessary steps to effectuate this donation.
3. That this donation is made solely to support the public interest served by the Leeds Arts Council, and does not imply any ownership interest by the City in the building or facility.
4. EFFECTIVE DATE: This Resolution shall become effective immediately upon its adoption.

Adopted and approved this the 6th day of October, 2025.

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

Toushi Arbitelle, CITY CLERK

As the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 6th day of October, 2025.

Toushi Arbitelle, CITY CLERK

Proposal to Replace Flooring at Leeds Arts Council

To: David Miller

From: Brandi McClaran, Leeds Arts Council President

Date: August 22, 2025

Subject: Proposal for the Replacement of Flooring

Project Overview

This proposal outlines the need and estimated costs for replacing the flooring at the Leeds Arts Council building. The current flooring is approximately 25 years old and has reached the end of its useful life, showing significant wear and tear. Replacing it with new Luxury Vinyl Plank (LVP) flooring will provide a durable, modern, and aesthetically pleasing surface that will enhance the space for patrons for many years to come.

Proposed Materials and Costs

The following materials are required for the complete replacement of the flooring, covering an area of approximately 1,750 square feet.

- **1/4" Plywood:** Required to create a smooth, stable subfloor for the new LVP.
 - **Estimated Cost:** \$1,500
- **LVP Flooring:** A high-quality, durable, and easy-to-maintain flooring option that is ideal for high-traffic areas.
 - **Quantity:** 1,750 square feet
 - **Cost per Square Foot:** \$3.00
 - **Estimated Total Cost:** \$5,250
- **Additional Materials:** Includes all necessary supplies such as nails, glue, and new molding to finish the installation.
 - **Estimated Cost:** \$500

Labor

The Leeds Arts Council staff and volunteers will be responsible for the installation of the new flooring. This internal labor will eliminate the need for an external contractor, resulting in significant savings on labor costs.

Total Estimated Project Cost

The total estimated cost for the flooring replacement project is **\$7,250**. This figure is for materials only, as the labor will be provided in-house.

Summary of Costs:

Item	Estimated Cost
Plywood	\$1,500
LVP Flooring	\$5,250
Additional Materials	\$500
Total	\$7,250

Next Steps

We are confident that this investment will greatly improve the building's functionality and appearance.

Thank you so much for all your support for Leeds Arts Council!

File Attachments for Item:

10. Resolution 2025-10-04: Consider Treasuries Account

RESOLUTION NO. 2025-10-04

A RESOLUTION TO RESTRICT FUNDS IN THE CITY OF LEEDS U.S. TREASURIES ACCOUNT

WHEREAS, the City of Leeds, Alabama, is committed to promoting public safety, prudent financial stewardship, and the responsible management of public funds in a manner that ensures both the protection of its citizens and the long-term fiscal health of the City;

WHEREAS, the City of Leeds, Alabama, maintains an investment account in U.S. Treasuries, held in trust at the Bank of New York Mellon;

WHEREAS, the City Council deems it necessary and appropriate to formally restrict the use of such funds to ensure financial responsibility and to safeguard against the diversion of said funds for operational purposes;

WHEREAS, the City has previously authorized and ordered the purchase of a new Sutphen Monarch Extreme Duty Pumper fire truck at a purchase price of One Million One Hundred Two Thousand Thirty-Seven Dollars and Seventy-Two Cents (\$1,102,037.72), which is expected to be delivered during the next fiscal year;

WHEREAS, the City has outstanding bond indebtedness that becomes callable during fiscal years 2028–2029, and it is in the best financial interest of the City to provide for the payoff of such indebtedness when eligible;

WHEREAS, the City Council finds that dedicating all residual funds in the U.S. Treasuries account, together with earnings thereon, to the payoff of certain City bond debt will maximize fiscal efficiency, reduce long-term obligations, and strengthen the overall financial stability of the City;

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

1. **RESTRICTED USE OF FUNDS:** All funds currently held, and all future proceeds realized, in the City of Leeds' U.S. Treasuries account, held in trust at the Bank of New York Mellon, are hereby restricted in their use solely and exclusively for the following purposes:
 - a. Payment of \$1,102,037.72 for the Sutphen Monarch Extreme Duty Pumper fire truck already ordered and scheduled for delivery in the next fiscal year; and
 - b. Application of all remaining funds in the account, together with any earnings thereon, to the redemption and payoff of certain City bond debt callable during fiscal years 2028–2029.
2. **PROHIBITED USE OF FUNDS:** The funds restricted under this Resolution shall not be used for the servicing of debt, general operations, or any other purpose not expressly stated herein.
3. **IMPLEMENTATION:** The Mayor, City Clerk, and staff are hereby authorized and directed to implement the provisions of this Resolution, and to ensure that appropriate accounting controls are established to maintain compliance with this restriction.
4. **EFFECTIVE DATE:** This Resolution shall become effective immediately upon its adoption.

Adopted and approved this the 6th day of October, 2025.

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

Toushi Arbitelle, CITY CLERK

As the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 6th day of October, 2025.

Toushi Arbitelle, CITY CLERK