



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

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

October 20, 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. Police Chief Irwin (Sergeant at Arms)

OLD BUSINESS:

NEW BUSINESS:

- [6.](#) Resolution 2025-10-01 (Carried over from the cancelled meeting - October 6, 2025): Consider Acceptance of Jefferson County Grant Proceeds in support of the City of Leeds Senior Citizen Programs
- [7.](#) Resolution 2025-10-02 (Carried over from the cancelled meeting - October 6, 2025): Amend Resolution 2025-03-01 Approving Jefferson County Grant Agreement for CDBG funds for Senior Center Improvements
- [8.](#) Resolution 2025-10-03 (Carried over from the cancelled meeting - October 6, 2025): Consider funding request from Leeds Arts Council Project
- [9.](#) Resolution 2025-10-04 (Carried over from the cancelled meeting - October 6, 2025): Consider Treasuries Account
- [10.](#) Resolution 2025-10-05: Consider Awarding the City Downtown Sidewalk Construction Bid
- [11.](#) Resolution 2025-10-06: Consider FY2026 Civic Appropriation for Main Street Leeds
- [12.](#) Resolution 2025-10-07: Consider offer to purchase real property from Leeds Water Works Board

[13.](#) Resolution 2025-10-08: Consider 12-month Waste Management Contract Extension

[14.](#) Resolution 2025-10-09: Consider Upgrades to Moton Park Playground

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:

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.

David Miller, Mayor

Attest:

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

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 Eddie W. Moore was duly elected to the office of Mayor for the City of Leeds, Alabama, for the term commencing on the first Monday of November 2025.

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

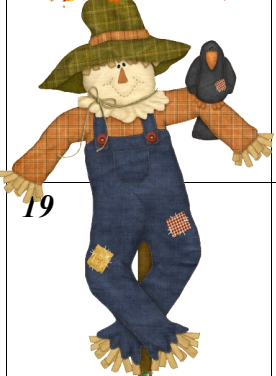
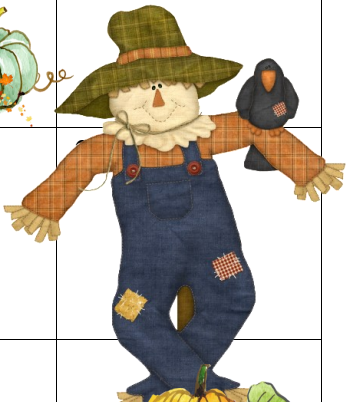
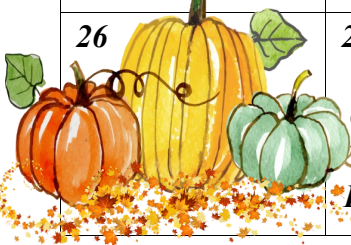
205.699.0910

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:

6. Resolution 2025-10-01 (Carried over from the cancelled meeting - October 6, 2025):
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 20th 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 20th day of October 2025

Toushi Arbitelle, City Clerk

File Attachments for Item:

7. Resolution 2025-10-02 (Carried over from the cancelled meeting - October 6, 2025): 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 20th 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 20th day of October 2025

Toushi Arbitelle, City Clerk

File Attachments for Item:

8. Resolution 2025-10-03 (Carried over from the cancelled meeting - October 6, 2025):
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 20th 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 20th day of October, 2025.

Toushi Arbitelle, CITY CLERK

File Attachments for Item:

9. Resolution 2025-10-04 (Carried over from the cancelled meeting - October 6, 2025):
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 20th 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 20th day of October, 2025.

Toushi Arbitelle, CITY CLERK

File Attachments for Item:

10. Resolution 2025-10-05: Consider Awarding the City Downtown Sidewalk Construction Bid

City of Leeds

RESOLUTION NO.: 2025-10-05

Awarding the Bid for the City Downtown Sidewalk Construction

WHEREAS, the City Council, by and through Goodwin Mills & Cawood previously advertised invitations to bid in regard to the City downtown sidewalk construction; and

WHEREAS, the City did in fact receive multiple bids in response and as a result of the advertised Invitation to Bid; and

WHEREAS, from the bids received, as identified by the attached engineer recommendation letter (see Exhibit A), and the City Council may now award the bid to one of the contractors identified and based on the information provided.

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 project for the construction of downtown sidewalk, traffic control structures, street lighting, is hereby awarded to Bulls Construction Group, LLC in the bid amount of \$3,183,106.21, as presented in the subject response as set forth and attached hereto, subject to:
 - a. The full execution of the necessary Agreement; and
 - b. Compliance and in accordance with all terms and conditions of the Bid Documents.
3. The Mayor, 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 BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA on this 20th 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 20th day of October, 2025.

Toushi Arbitelle, City Clerk

City of Leeds
1404 9th Street
Leeds, AL 35094

(205)-699-2585
development@leedsalabama.gov
www.leedsalabama.org



David Miller, Mayor

COUNCIL MEMBERS

Kenneth Washington – District 1
Eric G. Turner – District 2
Johnny G. Dutton – District 3
Angie Latta – District 4
Devoris Ragland-Pierce – District 5

October 15, 2025

TRANSMITTED VIA EMAIL

Mr. Jonathan Johnson
Local Transportation Construction Manager
Alabama Department of Transportation
East Central Region, Birmingham Area
P.O. Box 2745
Birmingham, Alabama 35202
Email: johnsonjon@dot.state.al.us

RE: DOWNTOWN STREETScape IMPROVEMENTS ALONG SR-4 (US-78 / PARKWAY DRIVE) AND SR-25 (US-411 / 9TH STREET) IN LEEDS FOR THE CITY OF LEEDS
ALDOT PROJECT NO: TAPAA-TA22(911)
GMC PROJECT NO: TBHM220018

Dear Mr. Johnson:

The following bids for the referenced project were received at 10:00 AM on October 7, 2025. The three lowest bidders were:

TAPAA-TA22(911)	Bulls Construction Group, LLC	Gillespie Construction, LLC	Alabama Grading & Excavation, LLC
Bid Amount	\$3,183,106.21	\$3,328,609.25	\$4,987,179.00

The low bidder was Bulls Construction Group, LLC from Birmingham, AL. Goodwyn Mills Cawood, LLC has reviewed all bids and recommends award of the contract to Bulls Construction Group, LLC in their Bid amount of **\$3,183,106.21**. A Bid Tabulation is attached for your review and further use.

We are respectfully requesting concurrence for this award.

Should you have any questions, please call.

Sincerely,

David Miller, Mayor

Attachment(s)

xc: Richard Topping, ALDOT
Keith Strickland, GMC
Jeff Fennell, GMC

TABULATION OF BIDS
DOWNTOWN STREETScape IMPROVEMENTS ALONG SR-4 (US-78 / PARKWAY DRIVE) AND SR-25 (US-411 / 9TH STREET) IN LEEDS
FOR THE CITY OF LEEDS, ALABAMA
ALDOT PROJECT NO. TAPAA-TA22(911)
GMC PROJECT NO. TBHM220018
BID OPENING: TUESDAY, OCTOBER 7, 2025

					BULLS CONSTRUCTION GROUP, LLC BIRMINGHAM, AL		GILLESPIE CONSTRUCTION, LLC JASPER, AL		ALABAMA GRADING & EXCAVATION, LLC GASDEN, AL	
LINE NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1	206C-000	REMOVING CONCRETE SIDEWALK	2,379	SQ YD	\$ 15.00	\$ 35,685.00	\$ 18.00	\$ 42,822.00	\$ 60.00	\$ 142,740.00
2	206C-001	REMOVING CONCRETE PAVEMENT	44	SQ YD	\$ 30.00	\$ 1,320.00	\$ 20.00	\$ 880.00	\$ 110.00	\$ 4,840.00
3	206C-010	REMOVING CONCRETE DRIVEWAY	102	SQ YD	\$ 15.00	\$ 1,530.00	\$ 20.00	\$ 2,040.00	\$ 70.00	\$ 7,140.00
4	206C-021	REMOVING CONCRETE STEPS	61	SQ YD	\$ 25.00	\$ 1,525.00	\$ 25.00	\$ 1,525.00	\$ 125.00	\$ 7,625.00
5	206C-027	REMOVING BRICK PAVEMENT	273	SQ YD	\$ 20.00	\$ 5,460.00	\$ 20.00	\$ 5,460.00	\$ 100.00	\$ 27,300.00
6	206D-003	REMOVING CURB AND GUTTER	2,869	LIN FT	\$ 20.00	\$ 57,380.00	\$ 15.00	\$ 43,035.00	\$ 45.00	\$ 129,105.00
7	206E-001	REMOVING INLETS	2	EACH	\$ 2,000.00	\$ 4,000.00	\$ 750.00	\$ 1,500.00	\$ 3,000.00	\$ 6,000.00
8	206E-036	REMOVING BRICK PLANTER	1	EACH	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
9	206E-042	REMOVING INLETS (PARTIAL)	2	EACH	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00
10	210A-000	UNCLASSIFIED EXCAVATION	850	CU YD	\$ 40.00	\$ 34,000.00	\$ 40.00	\$ 34,000.00	\$ 95.00	\$ 80,750.00
11	210D-021	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A4 OR BETTER)	100	CU YD	\$ 40.00	\$ 4,000.00	\$ 50.00	\$ 5,000.00	\$ 105.00	\$ 10,500.00
12	214A-000	STRUCTURE EXCAVATION	34	CU YD	\$ 100.00	\$ 3,400.00	\$ 55.00	\$ 1,870.00	\$ 110.00	\$ 3,740.00
13	214B-001	FOUNDATION BACKFILL, COMMERCIAL	29	CU YD	\$ 50.00	\$ 1,450.00	\$ 95.00	\$ 2,755.00	\$ 500.00	\$ 14,500.00
14	305A-052	SELECTED MATERIALS, SECTION 820, LOCAL SAND OR SAND-GRAVEL, FOR MISCELLANEOUS USE	338	CU YD	\$ 84.00	\$ 28,392.00	\$ 60.00	\$ 20,280.00	\$ 100.00	\$ 33,800.00
15	305B-077	CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE	1,324	TON	\$ 60.00	\$ 79,440.00	\$ 55.00	\$ 72,820.00	\$ 150.00	\$ 198,600.00
16	405A-000	TACK COAT *NON-PARTICIPATING*	177	GALLON	\$ 8.00	\$ 1,416.00	\$ 4.25	\$ 752.25	\$ 8.00	\$ 1,416.00
17	408B-001	MICRO-MILLING EXISTING PAVEMENT(APPROXIMATELY 1.10" THRU 2.00" THICK) *NON-PARTICIPATING*	1,683	SQ YD	\$ 9.30	\$ 15,651.90	\$ 7.00	\$ 11,781.00	\$ 9.00	\$ 15,147.00
18	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D *NON-PARTICIPATING*	146	TON	\$ 210.00	\$ 30,660.00	\$ 187.00	\$ 27,302.00	\$ 225.00	\$ 32,850.00
19	424A-363	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	146	TON	\$ 291.00	\$ 42,486.00	\$ 275.00	\$ 40,150.00	\$ 495.00	\$ 72,270.00

					BULLS CONSTRUCTION GROUP, LLC BIRMINGHAM, AL		GILLESPIE CONSTRUCTION, LLC JASPER, AL		ALABAMA GRADING & EXCAVATION, LLC GASDEN, AL	
LINE NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
20	517D-001	ALUMINUM SIDEWALK HANDRAIL	373	LIN FT	\$ 249.91	\$ 93,216.43	\$ 268.00	\$ 99,964.00	\$ 550.00	\$ 205,150.00
21	529A-011	RETAINING WALL(CAST IN PLACE)	501	SQ FT	\$ 125.00	\$ 62,625.00	\$ 100.00	\$ 50,100.00	\$ 325.00	\$ 162,825.00
22	533A-855	12" STORM SEWER PIPE	52	LIN FT	\$ 100.00	\$ 5,200.00	\$ 125.00	\$ 6,500.00	\$ 125.00	\$ 6,500.00
23	539A-007	18 INCH TRENCH DRAIN	406	LIN FT	\$ 275.00	\$ 111,650.00	\$ 300.00	\$ 121,800.00	\$ 750.00	\$ 304,500.00
24	600A-000	MOBILIZATION	1	LS	\$ 80,453.27	\$ 80,453.27	\$ 175,000.00	\$ 175,000.00	\$ 310,000.00	\$ 310,000.00
25	606A-016	4" UNDERDRAIN PIPE	100	LIN FT	\$ 15.00	\$ 1,500.00	\$ 35.00	\$ 3,500.00	\$ 50.00	\$ 5,000.00
26	610D-003	FILTER BLANKET, GEOTEXTILE	100	SQ YD	\$ 4.00	\$ 400.00	\$ 10.00	\$ 1,000.00	\$ 15.00	\$ 1,500.00
27	613F-000	BRICK PAVING	7,545	SQ FT	\$ 20.00	\$ 150,900.00	\$ 28.00	\$ 211,260.00	\$ 40.00	\$ 301,800.00
28	618A-000	CONCRETE SIDEWALK, 4" THICK	2,893	SQ YD	\$ 80.00	\$ 231,440.00	\$ 97.00	\$ 280,621.00	\$ 112.00	\$ 324,016.00
29	618B-006	CONCRETE DRIVEWAY, 8" THICK (INCLUDES WIRE MESH)	1,959	SQ YD	\$ 85.00	\$ 166,515.00	\$ 125.00	\$ 244,875.00	\$ 165.00	\$ 323,235.00
30	618C-001	DETECTABLE WARNING SURFACE	452	SQ FT	\$ 45.00	\$ 20,340.00	\$ 45.00	\$ 20,340.00	\$ 190.00	\$ 85,880.00
31	618D-000	CURB RAMP	214	SQ YD	\$ 350.00	\$ 74,900.00	\$ 350.00	\$ 74,900.00	\$ 395.00	\$ 84,530.00
32	620A-000	MINOR STRUCTURE CONCRETE	9	CU YD	\$ 1,000.00	\$ 9,000.00	\$ 1,000.00	\$ 9,000.00	\$ 2,000.00	\$ 18,000.00
33	621C-076	INLETS, TYPE E (MODIFIED)	3	EACH	\$ 7,000.00	\$ 21,000.00	\$ 8,500.00	\$ 25,500.00	\$ 14,500.00	\$ 43,500.00
34	621C-109	INLETS, TYPE PD	1	EACH	\$ 9,000.00	\$ 9,000.00	\$ 11,000.00	\$ 11,000.00	\$ 14,500.00	\$ 14,500.00
35	621E-004	MANHOLES, TYPE L OR M (STORM)	2	EACH	\$ 8,500.00	\$ 17,000.00	\$ 7,500.00	\$ 15,000.00	\$ 3,500.00	\$ 7,000.00
36	623B-120	CONCRETE CURB, (TYPE SPECIAL)	31	LIN FT	\$ 60.00	\$ 1,860.00	\$ 250.00	\$ 7,750.00	\$ 70.00	\$ 2,170.00
37	623B-121	CONCRETE CURB, TYPE A (MODIFIED)	116	LIN FT	\$ 60.00	\$ 6,960.00	\$ 50.00	\$ 5,800.00	\$ 55.00	\$ 6,380.00
38	623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	3,618	LIN FT	\$ 38.00	\$ 137,484.00	\$ 38.00	\$ 137,484.00	\$ 52.00	\$ 188,136.00
39	641R-510	3/4 INCH WATER METER AND BOX RESET	36	EACH	\$ 2,072.00	\$ 74,592.00	\$ 500.00	\$ 18,000.00	\$ 1,000.00	\$ 36,000.00
40	641S-500	VALVE BOX RESET	6	EACH	\$ 280.00	\$ 1,680.00	\$ 100.00	\$ 600.00	\$ 500.00	\$ 3,000.00
41	654A-007	SOLID SODDING (TIFWAY 419 HYBRID BERMUDA, CYNADON HYBRID 'TIFWAY 419')	271	SQ YD	\$ 14.00	\$ 3,794.00	\$ 11.00	\$ 2,981.00	\$ 50.00	\$ 13,550.00
42	660A-000	PLANT TOPSOIL	163	CU YD	\$ 50.00	\$ 8,150.00	\$ 42.00	\$ 6,846.00	\$ 150.00	\$ 24,450.00

					BULLS CONSTRUCTION GROUP, LLC BIRMINGHAM, AL		GILLESPIE CONSTRUCTION, LLC JASPER, AL		ALABAMA GRADING & EXCAVATION, LLC GASDEN, AL	
LINE NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
43	660B-001	VINES, TRACHELOSPERMUM ASIATICUM (ASIATIC JASMINE)	1,006	EACH	\$ 16.15	\$ 16,246.90	\$ 7.00	\$ 7,042.00	\$ 5.00	\$ 5,030.00
44	660C-048	SHRUBS, ILEX VOMITORIA NANA (DWARF YAUPON HOLLY)	54	EACH	\$ 46.25	\$ 2,497.50	\$ 25.00	\$ 1,350.00	\$ 50.00	\$ 2,700.00
45	660C-087	SHRUBS, NASSELLA TENUISSIMA (MEXICAN FEATHER GRASS)	3,574	EACH	\$ 4.51	\$ 16,118.74	\$ 6.00	\$ 21,444.00	\$ 30.00	\$ 107,220.00
46	660C-195	SHRUBS, MUHLENBERGIA CAPILLARIS (PINK MUHLY GRASS)	229	EACH	\$ 46.25	\$ 10,591.25	\$ 29.00	\$ 6,641.00	\$ 30.00	\$ 6,870.00
47	660D-221	TREES, ULMUS AMERICANA 'PRINCETON' PRINCETON ELM	52	EACH	\$ 968.00	\$ 50,336.00	\$ 395.00	\$ 20,540.00	\$ 300.00	\$ 15,600.00
48	660K-000	PINESTRAW MULCH	88	BALE	\$ 21.00	\$ 1,848.00	\$ 28.00	\$ 2,464.00	\$ 50.00	\$ 4,400.00
49	665A-000	TEMPORARY SEEDING	1	ACRE	\$ 647.00	\$ 647.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00
50	665B-001	TEMPORARY MULCHING	1	TON	\$ 746.00	\$ 746.00	\$ 500.00	\$ 500.00	\$ 3,800.00	\$ 3,800.00
51	665E-000	POLYETHYLENE	250	SQ YD	\$ 3.00	\$ 750.00	\$ 1.00	\$ 250.00	\$ 6.00	\$ 1,500.00
52	665G-000	SAND BAGS	100	EACH	\$ 5.15	\$ 515.00	\$ 5.00	\$ 500.00	\$ 10.00	\$ 1,000.00
53	665J-002	SILT FENCE	500	LIN FT	\$ 5.50	\$ 2,750.00	\$ 6.00	\$ 3,000.00	\$ 10.00	\$ 5,000.00
54	665O-001	SILT FENCE REMOVAL	500	LIN FT	\$ 2.15	\$ 1,075.00	\$ 1.00	\$ 500.00	\$ 1.00	\$ 500.00
55	665P-005	INLET PROTECTION, STAGE 3 OR 4	11	EACH	\$ 80.00	\$ 880.00	\$ 350.00	\$ 3,850.00	\$ 750.00	\$ 8,250.00
56	665Q-002	WATTLE	50	LIN FT	\$ 9.63	\$ 481.50	\$ 15.00	\$ 750.00	\$ 15.00	\$ 750.00
57	674A-000	CONSTRUCTION SAFETY FENCE	750	LIN FT	\$ 5.00	\$ 3,750.00	\$ 4.00	\$ 3,000.00	\$ 10.00	\$ 7,500.00
58	680A-001	GEOMETRIC CONTROLS	1	LS	\$ 88,981.20	\$ 88,981.20	\$ 0.00	\$ 0.00	\$ 140,000.00	\$ 140,000.00
59	701A-231	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	1	MILE	\$ 16,948.00	\$ 16,948.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00
60	701G-263	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	588	LIN FT	\$ 2.15	\$ 1,264.20	\$ 1.25	\$ 735.00	\$ 10.50	\$ 6,174.00
61	703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	770	SQ FT	\$ 5.35	\$ 4,119.50	\$ 7.00	\$ 5,390.00	\$ 35.20	\$ 27,104.00
62	703H-000	SPECIALTY TRAFFIC CONTROL MARKINGS	24	SQ FT	\$ 53.50	\$ 1,284.00	\$ 75.00	\$ 1,800.00	\$ 100.00	\$ 2,400.00
63	710B-021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR STEEL)	238	LIN FT	\$ 26.75	\$ 6,366.50	\$ 35.00	\$ 8,330.00	\$ 31.00	\$ 7,378.00
64	729C-200	NETWORK DEVICE, CELLULAR MODEM	1	EACH	\$ 10,700.00	\$ 10,700.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
65	730A-000	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (SR-4 (US-78/PARKWAY DRIVE) AT 8TH STREET)	1	LS	\$ 9,095.00	\$ 9,095.00	\$ 9,300.00	\$ 9,300.00	\$ 9,000.00	\$ 9,000.00

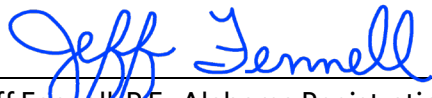
					BULLS CONSTRUCTION GROUP, LLC BIRMINGHAM, AL		GILLESPIE CONSTRUCTION, LLC JASPER, AL		ALABAMA GRADING & EXCAVATION, LLC GASDEN, AL	
LINE NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
66	730A-001	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (SR-4 (US-78/PARKWAY DRIVE) AT 9TH STREET)	1	LS	\$ 9,095.00	\$ 9,095.00	\$ 9,300.00	\$ 9,300.00	\$ 9,000.00	\$ 9,000.00
67	730C-000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (SR-4 (US-78/PARKWAY DRIVE) AT 8TH STREET)	1	LS	\$ 19,260.00	\$ 19,260.00	\$ 19,800.00	\$ 19,800.00	\$ 19,000.00	\$ 19,000.00
68	730C-001	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (SR-4 (US-78/PARKWAY DRIVE) AT 9TH STREET)	1	LS	\$ 19,260.00	\$ 19,260.00	\$ 19,800.00	\$ 19,800.00	\$ 19,000.00	\$ 19,000.00
69	730E-000	METAL TRAFFIC SIGNAL POLE FOUNDATION	5	EACH	\$ 16,050.00	\$ 80,250.00	\$ 16,500.00	\$ 82,500.00	\$ 16,000.00	\$ 80,000.00
70	730F-000	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM ASSEMBLY	2	EACH	\$ 29,960.00	\$ 59,920.00	\$ 30,500.00	\$ 61,000.00	\$ 28,500.00	\$ 57,000.00
71	730F-001	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM ASSEMBLY AND 35 FT MAST ARM ASSEMBLY	1	EACH	\$ 39,866.00	\$ 39,866.00	\$ 42,000.00	\$ 42,000.00	\$ 38,258.00	\$ 38,258.00
72	730F-002	METAL TRAFFIC SIGNAL POLE WITH 30 FT MAST ARM ASSEMBLY AND 45 FT MAST ARM ASSEMBLY	1	EACH	\$ 40,660.00	\$ 40,660.00	\$ 42,000.00	\$ 42,000.00	\$ 38,500.00	\$ 38,500.00
73	730F-003	METAL TRAFFIC SIGNAL POLE WITH 35 FT MAST ARM ASSEMBLY AND 40 FT MAST ARM ASSEMBLY	1	EACH	\$ 41,730.00	\$ 41,730.00	\$ 43,000.00	\$ 43,000.00	\$ 39,500.00	\$ 39,500.00
74	730K-002	TRAFFIC SIGNAL JUNCTION BOX TYPE S2	9	EACH	\$ 2,675.00	\$ 24,075.00	\$ 2,900.00	\$ 26,100.00	\$ 2,750.00	\$ 24,750.00
75	730L-003	1", NON-METALLIC, CONDUIT	75	LIN FT	\$ 10.70	\$ 802.50	\$ 12.00	\$ 900.00	\$ 12.00	\$ 900.00
76	730L-005	2", NON-METALLIC, CONDUIT	1,020	LIN FT	\$ 12.84	\$ 13,096.80	\$ 14.00	\$ 14,280.00	\$ 15.00	\$ 15,300.00
77	730N-000	LUMINAIRE EXTENSION ASSEMBLY,	5	EACH	\$ 4,066.00	\$ 20,330.00	\$ 4,200.00	\$ 21,000.00	\$ 4,000.00	\$ 20,000.00
78	730P-022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	16	EACH	\$ 1,712.00	\$ 27,392.00	\$ 1,750.00	\$ 28,000.00	\$ 1,750.00	\$ 28,000.00
79	730P-100	PEDESTRIAN SIGNAL HEAD, TYPE LED	5	EACH	\$ 1,070.00	\$ 5,350.00	\$ 1,100.00	\$ 5,500.00	\$ 1,100.00	\$ 5,500.00
80	730Q-001	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON	5	EACH	\$ 1,070.00	\$ 5,350.00	\$ 1,100.00	\$ 5,500.00	\$ 1,100.00	\$ 5,500.00
81	730R-041	CONTROLLER ASSEMBLY, TYPE NEMA, 16 CHANNELS	2	EACH	\$ 33,170.00	\$ 66,340.00	\$ 33,000.00	\$ 66,000.00	\$ 32,000.00	\$ 64,000.00
82	730T-010	ELECTRICAL POWER SERVICE ASSEMBLY WITH WOOD POLE	2	EACH	\$ 6,206.00	\$ 12,412.00	\$ 6,500.00	\$ 13,000.00	\$ 6,000.00	\$ 12,000.00
83	730U-015	VIDEO DETECTION SYSTEM (SR-4 (US-78/PARKWAY DRIVE) AT 8TH STREET)	1	LS	\$ 41,195.00	\$ 41,195.00	\$ 42,000.00	\$ 42,000.00	\$ 40,000.00	\$ 40,000.00
84	730U-016	VIDEO DETECTION SYSTEM (SR-4 (US-78/PARKWAY DRIVE) AT 9TH STREET)	1	LS	\$ 41,195.00	\$ 41,195.00	\$ 42,000.00	\$ 42,000.00	\$ 40,000.00	\$ 40,000.00
85	730Y-620	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 8TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
86	730Y-621	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 8TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
87	730Y-622	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 8TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
88	730Y-623	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 8TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00

					BULLS CONSTRUCTION GROUP, LLC BIRMINGHAM, AL		GILLESPIE CONSTRUCTION, LLC JASPER, AL		ALABAMA GRADING & EXCAVATION, LLC GASDEN, AL	
LINE NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
89	730Y-624	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 8TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
90	730Y-625	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 8TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
91	730Y-626	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 9TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
92	730Y-627	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 9TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
93	730Y-628	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 9TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
94	730Y-629	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 9TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
95	730Y-630	FURNISHING AND INSTALLING PEDESTAL POLE AND FOUNDATION WITH PEDESTRIAN SIGNAL FEATURES (SR-4 (US-78/PARKWAY DRIVE) AT 9TH STREET)	1	LS	\$ 8,560.00	\$ 8,560.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00
96	740B-000	CONSTRUCTION SIGNS	170	SQ FT	\$ 7.50	\$ 1,275.00	\$ 20.00	\$ 3,400.00	\$ 25.00	\$ 4,250.00
97	740D-000	CHANNELIZING DRUMS	50	EACH	\$ 28.00	\$ 1,400.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00
98	740E-000	CONES (36 INCHES HIGH)	50	EACH	\$ 25.00	\$ 1,250.00	\$ 50.00	\$ 2,500.00	\$ 30.00	\$ 1,500.00
99	740F-002	BARRICADES, TYPE III	4	EACH	\$ 235.00	\$ 940.00	\$ 300.00	\$ 1,200.00	\$ 500.00	\$ 2,000.00
100	745A-000	UNIFORMED POLICE OFFICER	16	HOURL	\$ 53.00	\$ 848.00	\$ 75.00	\$ 1,200.00	\$ 150.00	\$ 2,400.00
101	750Z-300	DECORATIVE LIGHTING	1	LS	\$ 498,750.00	\$ 498,750.00	\$ 522,500.00	\$ 522,500.00	\$ 495,000.00	\$ 495,000.00
102	756A-028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	690	LIN FT	\$ 133.75	\$ 92,287.50	\$ 135.00	\$ 93,150.00	\$ 130.00	\$ 89,700.00
103	787A-000	IRRIGATION SYSTEM	1	LS	\$ 35,669.52	\$ 35,669.52	\$ 57,000.00	\$ 57,000.00	\$ 70,000.00	\$ 70,000.00
TOTAL BASE BID					\$3,183,106.21		\$3,328,609.25		\$4,987,179.00	

Unit Price not extended accurately.

Total price was not added accurately.

To the best of our knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations.



Jeff Fennell, P.E., Alabama Registration No. 25074

File Attachments for Item:

11. Resolution 2025-10-06: Consider FY2026 Civic Appropriation for Main Street Leeds

**CITY OF LEEDS
RESOLUTION NO: 2025-10-06**

AUTHORIZATION TO APPROPRIATE FUNDS - LEEDS MAIN STREET PROGRAM

WHEREAS, the City Council previously authorized via budget approval and the appropriation of funds to the Main Street Leeds Program subject to various conditions; and

WHEREAS, the Finance Committee recommends that the October installment of the 2025-26 fiscal year appropriation be approved and disbursed.

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

1. The Recitals set forth above are hereby found and declared to be true and correct.
2. The appropriation of \$50,000.00 and October installment of \$12,500.00 to the City Mainstreet organization, are hereby approved.
3. The actions so authorized herein have been considered, discussed and are determined to provide a true public benefit.
4. The Mayor and staff are hereby authorized and empowered to immediately take any and all such further actions necessary, required, or convenient to effectuate the intent and authorizations provided within this Resolution.

APPROVED AND ADOPTED on this 20th day of October 2025.

CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES:

NAYS:

ABSENT FROM VOTING:

ABSTAIN:

CITY CLERK

In 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 20th day of October 2025.

Toushi Arbitelle, City Clerk

File Attachments for Item:

12. Resolution 2025-10-07: Consider offer to purchase real property from Leeds Water Works Board

CITY OF LEEDS

RESOLUTION NO.: 2025-10-07

CONSIDER OFFER TO PURCHASE REAL PROPERTY

WHEREAS, the Council previously approved and made lawful sale of that certain parcel of real estate located adjacent to the Leeds City Hall building on 9th Street as surplus real property in 2020; and

WHEREAS, the City Council previously acknowledged and approved the building footprint and plat of the purchased space and the City Planning and Zoning Commission approved the subject plat; and

WHEREAS, the City Council has now received an offer from the Leeds Water Works Board to purchase the subject real property for the price of \$192,000.00.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEEDS, AL as follows:

1. The Recitals above are true and correct and included herein this resolution as if fully set forth.
2. The offer in relation to the repurchase of the subject building located adjacent to the City Hall Annex with an address of 1408 9TH ST AL 35094 with parcel ID number of 25 00 21 1 027 008.000 ("Property) is hereby approved in a manner as shown within the attached survey and plat attached hereto as Exhibit A & B as if fully set forth.
3. The Mayor, City staff and City Attorneys are hereby authorized to take all necessary actions and to execute the necessary documentation on behalf of the City in order to complete the actions herein authorized.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA on this 20th 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 20th day of October 2025

Toushi Arbitell, City Clerk

EXHIBIT A – Building Footprint

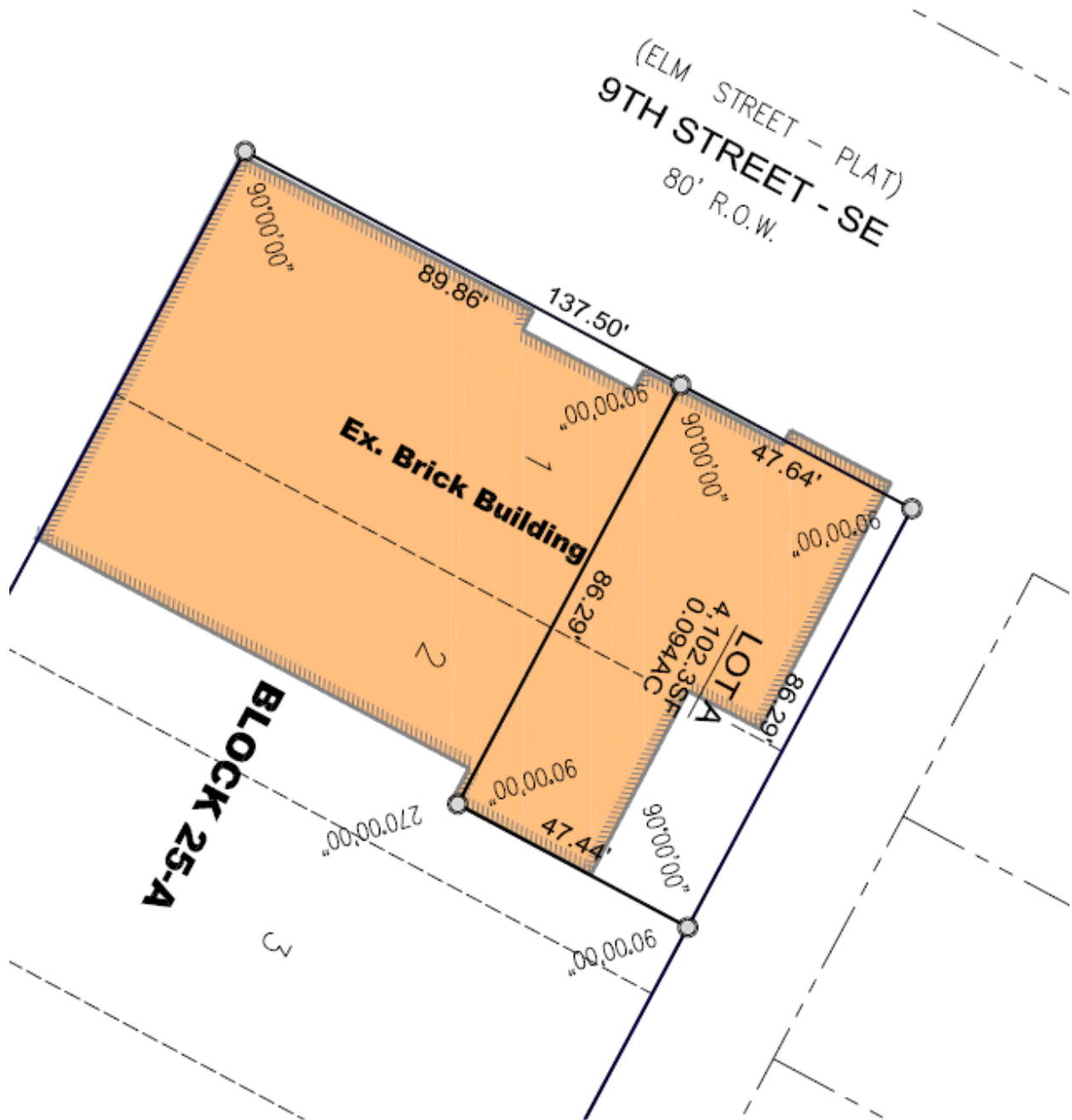


EXHIBIT B - PLAT



Board Meeting Minutes September 25, 2025

In attendance: Michael Hall, Chairman, Sabrina Rose, Vice Chairman, Joe White, Secretary, Bill Morris, General Manager, Cliff Price, Board Attorney.

- 1) Invocation by Bill Morris
- 2) Minutes from August 14, 2025 – Mr. White moved to approve minutes from August 14th meeting. Mr. Hall seconded the motion. Approved unanimously.
- 3) Consider Bids on Pressure Wash Clearwell at Well 5 – ADEM Recommendation at inspection – Mr. White moved to accept bid from Perfection Improvements at \$5,275.00. Mrs. Rose seconded the motion. Other bid Hydropower \$6,019.97. Approved unanimously.
- 4) Consider Bids on Driveway Replacement at Racetrac Main Break – DOT Specs. Mr. White moved to accept bid from Buford Concrete at \$6,900.00. Mr. Hall seconded the motion. Other bids Dorsett Concrete \$7,450.00 and O'Cet Construction \$10,200.00. Approved unanimously.
- 5) Consider 4 Portolets Station Restrooms for Leeds Main Street event at \$1,500.00 – Mr. Hall moved to supply the Portolets for Leeds Main Street event at \$1,500.00. Mr. White seconded the motion. Approved unanimously.
- 6) Consider CD renewal – Mr. White moved to renew Metro Bank CD's with Metro Bank at 4.1% for 11 months. Mr. Hall seconded the motion. Approved unanimously.
- 7) Discussed Cost to Process Billing.
- 8) Discuss Selling 9th Street Building – Mr. White moved that we sell the 9th Street Building for \$192,000.00. Mr. Hall seconded the motion. Attorney Cliff Price to send letter to the City of Leeds. Approved unanimously.
- 9) Insurance/Aflac – No Action.
- 10) Budget/Rate Increase Proposal – No action. Discussed rate increase and Fire hydrant increase.
- 11) Consider Advertising for R. R. Moton/Leeds High School Alumni Dat at \$750.00 – Mr. White moved to advertise for the Alumni Day for \$750.00 Mrs. Rose Seconded the motion. Approved unanimously.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made effective this _____ day of _____, 2025, by and between The Water Works Board of the City of Leeds, and Alabama nonprofit corporation, referred to herein as "Seller", and The City of Leeds, an Alabama municipal corporation, its heirs and assigns, referred to herein whether one or more as "Purchaser".

WHEREAS, Seller is the owner of certain property located in Jefferson County, Alabama, described as a building located adjacent to the City Hall Annex with an address of 1408 9TH ST Leeds, AL 35094 with parcel ID number of 25 00 21 1 027 008.000 referenced to herein as the "Property", and as shown on Exhibit "A".

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, the parties agree as follows:

1. Purchase of Property. At the closing, Seller shall sell and convey and Purchaser shall purchase the Property, pursuant to the terms and conditions set forth herein. As used herein, the term "Property" shall be deemed to include:
 - A) fee simple title to the real property described as Exhibit A and all buildings and improvements located thereon;
 - B) all fixtures and equipment located on or about the Property or used in conjunction therewith, including, but not limited to, all heating, lighting, plumbing, electrical and air conditioning fixtures and equipment;
 - C) Access to appurtenant easements, alleys, and rights-of-way, whether or not of record, abutting, adjacent to, contiguous or adjoining the Property;
 - D) Considering that the Property is connected by a single wall from the adjacent property(ies) and also shares a single roofline, a prorata share of the building's shared exterior including, the roofline, awnings, & party walls.

2. Purchase Price. The purchase price for the Property is One Hundred Ninety-Two Thousand and 00/100 Dollars (\$192,000.00) plus costs hereinafter referred to as ("Purchase Price") payable as follows:
 - A) Earnest Money of \$0.00.
 - B) Cash upon closing of \$192,000.00.
 - C) Subject to the other costs, credits, prorations and adjustments provided herein.

3. Right of Access and Inspection. Purchaser and its agents and designees shall be entitled to reasonable access to the Property for the purpose of conducting inspections and surveys thereof. Seller shall furnish Purchaser with any existing surveys that are in Seller's possession, if any. Purchaser shall be entitled to undertake complete inspections of the Property and any buildings or structures located thereon, including the undertaking of soil and water testing and other such tests and inspections as are required to complete an "environmental assessment" of the Property. All such surveys, inspections and tests shall be undertaken at Purchaser's expense, except as may be otherwise agreed upon by the parties in writing, and only in such manner as to cause no physical damage or injury to the Property. Seller shall receive a copy of all surveys, soil, and water tests and any and all environmental assessment reports performed by Purchaser.

Initials: SP

4. Proof of Title. The premium for a title insurance policy, if any, shall be paid by Purchaser. It is the duty of the Purchaser, if they so choose, to obtain a title policy within twenty (20) days from the date of this agreement, from a title insurance company of the Purchaser's choosing, hereinafter referred to as ("Title Company"), to issue to Purchaser at the time of closing, its standard ALTA owner's title insurance policy in the amount of the Purchase Price, insuring fee simple title to the Property to be in good and marketable condition, free and clear of all liens and encumbrances, subject to easements of record and use restrictions that do not unreasonably interfere with Purchaser's proposed use of the Property. Purchaser shall have ten (10) days from receipt of the commitment to review it and advise Seller of any objections to the title to the Property. If Purchaser has not furnished Seller with written objections within the aforementioned time period, Purchaser shall be deemed to have accepted title in the condition shown in the commitment. If Purchaser does furnish objections or notice of objections to title, Seller shall diligently undertake such actions as are reasonably necessary to cure any defects of title, and the Closing Date shall be extended, if required, until such cure is affected. If any defects in title cannot be cured to the reasonable satisfaction of Purchaser and Title Company, Purchaser shall be entitled to terminate this Agreement, and notwithstanding any other provision in this Agreement to the contrary, Purchaser shall be entitled to the refund of its Earnest Money, if any.
5. Seller's Warranties. Seller represents, warrants and covenants to Purchaser the following:
- A) Seller represents and warrants to the best of its knowledge that, as of the Closing Date, no hazardous substances, as defined by applicable federal or state laws and regulations, have been generated, released, stored or deposited over, beneath or on the Property by Seller, its employees or agents, or to the best of Seller's knowledge, by Seller's predecessors in interest in the Property or any other person.
 - B) Seller makes no representations or warranties in regard to asbestos existing within or on the improvements currently situated on the Property.
 - C) Except as has been disclosed to Purchaser, there is no assessment presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the Property. Further, to the best of Seller's knowledge, there are no public improvements which have been ordered to be made or which have not heretofore been completed, assessed and paid for.
 - D) In the event any claim is made by any party for the payment of any amount due for the furnishing of labor and/or materials to the Property at the direction of the Seller or its agents prior to the Closing Date, or in the event any lien is filed against the Property subsequent to closing as a result of such furnishing of labor and/or materials at the direction of Seller or Seller's agents prior to closing. Seller shall immediately discharge any such lien either by payment of the indebtedness due or by filing of a bond (as provided by statute) as security therefor. Purchaser shall have no responsibility with respect to any such claim or lien and Sellers shall indemnify and hold Purchaser harmless with respect thereto.
 - E) The Property is within a Flood Zone C or better and not within a federal, state, or local wetlands area,
 - F) The Property has no written or verbal leases in place on the land or the improvements on or associated with the Property.
 - G) Neither the execution and delivery of this Agreement or the Seller's performance

Initials: SN

- hereof are restricted by or violate any contractual or other obligations of the Seller.
- H) This Agreement and all closing documents to be executed by Seller and delivered to Purchaser pursuant to this Agreement are, or at the closing will be, duly authorized, executed and delivered by Seller and are or will be legal, valid, and binding obligations of the Seller.
- I) All representations and warranties made by Seller herein shall merge and terminate upon the closing of this transaction and may not be relied upon or enforceable by Purchaser after the date of closing.
6. Purchaser's Warranties. Purchaser represents, warrants and covenants to Seller the following:
- A) Neither the execution and delivery of this Agreement or the Purchaser's performance hereof are restricted by or violate any contractual or other obligations of the Purchaser.
- B) This Agreement and all closing documents to be executed by Purchaser and delivered to Seller pursuant to this Agreement are, or at the closing will be, duly authorized, executed and delivered by Purchaser and are or will be legal, valid, and binding obligations of the Purchaser.
- C) All agreements, actions and authorizations of the Purchaser in regard to this Agreement are, or at the closing will be, legal valid and binding on the Purchaser and may be relied upon by the Seller.
7. Purchaser's Conditions Precedent. Anything contained in this Agreement to contrary notwithstanding, the binding effect of this Agreement upon Purchaser is conditioned upon the conditions set forth in this paragraph having been satisfied to the Purchaser's reasonable satisfaction prior to Closing. Purchaser shall diligently attempt to satisfy the conditions by the aforementioned date. If they are not so satisfied, Purchaser shall be entitled to either terminate this Agreement and be released from further liability hereunder. In any event, Purchaser shall furnish written notice to Seller of its election under this paragraph by the expiration of the aforementioned time period, as the same may have been extended. In the event of termination of this Agreement pursuant to this paragraph, Purchaser's Earnest Money shall be refunded to it, if any. The conditions are as follows:
- A) Purchaser shall have received and is satisfied with the results of inspections and/or tests conducted in accordance with provisions above.
- B) Purchaser has obtained a title insurance commitment described above and is satisfied with the same, or has waived same by opting to not obtain a title policy. Completion of Closing shall indicate a complete waiver of any defects or title issues.
- C) Purchaser is satisfied with the condition of any survey furnished to or obtained by it, if any.
- D) All representations, warranties and covenants of the Seller herein are determined to be true and correct.
8. Additional Provisions. Any additional provisions set forth on the attached exhibits, and initialed by all parties, if any, are hereby made a part of this contract.

Initials: SR

9. Closing. Closing shall take place at Kracke & Price, 7900 Parkway Drive, Leeds, Alabama, 35094, or other location as agreed by the Parties. Subject to the prorations and adjustments detailed below, the Purchaser will be responsible for all of all other costs of closing this transaction. The sale contemplated herein shall be closed at such time and place as the parties shall agree, with the closing to occur prior to _____ ("Closing Date"), subject, however, to possible extension as provided in paragraphs herein. Actual Closing shall indicate full agreement, actual approval of both parties to all Closing conditions as set forth herein this Agreement.
10. Exclusive Possession. Exclusive sole possession of the Property shall be given to Purchaser at the time of closing.
11. Prorations and Adjustments. The following items shall be prorated and adjusted between Seller and Purchaser:
 - A) None.
12. Closing Documents. At the Closing, Seller shall execute and deliver to Purchaser (as required) and Purchaser shall execute and deliver to Seller (as required) the following documents:
 - A) Seller shall execute and deliver to Purchaser an owners' affidavit or other similar instrument in a form reasonably satisfactory to Purchaser and the title insurance company, if any.
 - B) Seller shall execute and deliver to Purchaser a warranty deed.
 - C) Seller shall provide Purchaser with all information required by the Internal Revenue Service for IRS form 1099.
 - D) Purchaser shall deliver the net Purchase Price for the Property by means of an official bank check, wire transfer or equivalent, subject to prorations, adjustments, and credits as provided for herein, if any.
 - E) The parties shall also execute and/or deliver to each other such other documents as may be reasonably required to effect the intended purposes of this Agreement.
13. Earnest Money. The parties agree that this agreement shall be binding between them, and that Purchaser shall pay to the Seller, ZERO and 00/100 Dollars (\$0.00), "Earnest Money", evidencing Purchaser's good faith.
14. Miscellaneous. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

This Agreement was negotiated in the State of Alabama and shall be governed by and consumed according to the laws of the State of Alabama. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Buyer. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.
15. Assignment. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives, heirs and

Initials: SR

assigns. The parties agree that this contract may not be assigned without the express written consent of the Seller; said consent shall not be unreasonably withheld.

16. Confidentiality. The Seller and the Purchaser agree that all terms, agreements, contracts, and conditions of said agreement shall be remain confidential and shall not be shared to the extent allowed by law.

17. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Seller: Bill Morris
8651 Thornton Avenue
Leeds, AL 35094

With a Copy to: Kracke & Price
7900 Parkway Drive
Leeds, AL 35094

If to Purchaser: City Clerk's Office
1400 9th Street
Leeds, AL 35094

or to such other addresses as the parties may designate in writing.

18. Closing Date. Purchasers agree and are willing to close this transaction as soon as due diligence is performed. The Purchaser also shall inspect property prior to closing.
19. Attorney's Fee. Purchaser hereby agrees to pay all attorney fees associated with this transaction upon invoice therefore prior to or at Closing.
20. Closing Fees. Notwithstanding any other provision or statement made herein to the contrary, Purchaser hereby agrees to pay the total cost of Title Policy, if any, real estate fees, legal fees, recording costs, deed taxes, closing agent fees, and all other closing cost, including proration of the property taxes which will be at the cost of the Purchaser.
21. SUBJECT PROPERTY IS SOLD AS IS, WHERE IS, WITH ALL FAULTS.
22. Survey. The seller shall supply a survey to the buyer if readily available; however, any survey demanded by the Purchaser shall be provided and/or paid for by the Seller.

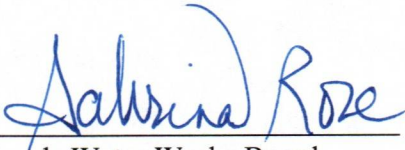
Initials: me

23. Entire Agreement. This contract constitutes the entire agreement between Purchaser and Seller regarding the property, and supersedes all prior discussion, negotiation and agreements between purchaser and seller, whether oral or written. Neither Purchaser nor Seller shall be bound by understanding, agreement, promise or representation concerning this property, unless expressed or implied in this contract.

This is a legally binding Contract. If you do not understand the legal effect of any part of this contract, seek legal advice prior to signing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated above.

SELLER:



Leeds Water Works Board
Vice Chairman

PURCHASER:

The City of Leeds

Initials:  _____

File Attachments for Item:

13. Resolution 2025-10-08: Consider 12-month Waste Management Contract Extension

CITY OF LEEDS

RESOLUTION NO.: 2025-10-08

APPROVAL OF THE RENEWAL/EXTENSION OF THE FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION & DISPOSAL SERVICES WITH WASTE MANAGEMENT

WHEREAS, the City of Leeds (the “City”) entered into a Franchise Agreement for Solid Waste Collection and Disposal Services (the “Agreement”) with Waste Management (the “Franchisee”) with a term ending on or about July 30, 2025; and

WHEREAS, the Agreement permits the City to extend the term for additional one-year periods under the same terms and conditions; and

WHEREAS, the City finds that extending the Agreement on substantially the same terms and conditions serves the public interest and the good of the City.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference as if fully set forth.
2. The Extension Agreement—in substantially the form attached hereto as Attachment A—is hereby approved for twelve (12) months, beginning on August 1, 2025, and ending on July 30, 2025, subject to final review by the City Attorney.
3. The Extension Agreement is determined to serve a public good and is hereby approved.
4. The Mayor and City staff are authorized to take all actions and execute all documents necessary to implement this Resolution.

Adopted and approved this the 20th day of August, 2025.

AYES: ____

NAYS: ____

ABSENT FROM VOTING: ____

ABSTAIN: ____

CITY OF LEEDS, ALABAMA

David Miller, Mayor

Date

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 20th day of October 2025

Toushi Arbitelle, City Clerk

Attachment A

AGREEMENT FOR FRANCHISE AGREEMENT EXTENSION

TO PROVIDE CITY SOLID WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT is made and entered into by and between the CITY OF LEEDS, ALABAMA (the "City"), and WASTE MANAGEMENT (the "Franchisee").

WHEREAS, on or about _____, the City entered into a Franchise Agreement with Franchisee for City solid waste collection and disposal services, with an original term ending on or about _____; and

WHEREAS, the City and Franchisee desire to extend the 20__ Agreement, as amended, according to its current terms and conditions, for an additional period of twelve (12) months.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. The Franchise Agreement is hereby extended for an additional period beginning _____, 20__, and ending _____, 20__, and shall continue under the same terms and conditions as the existing Franchise Agreement, as amended.
2. All other provisions of the Franchise Agreement remain in full force and effect.

DONE and ENTERED into this the __ day of _____, 20__.

CITY OF LEEDS, ALABAMA

ATTEST:

David Miller, Mayor

Toushi Arbitelle, City Clerk

FRANCHISEE: WASTE MANAGEMENT

ATTEST:

Authorized Representative

Title: _____

File Attachments for Item:

14. Resolution 2025-10-09: Consider Upgrades to Moton Park Playground

CITY OF LEEDS

RESOLUTION NO. 2025-10-09

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AND SAFETY SURFACING FOR MOTON PARK (OPTION 1 OR OPTION 2), SUBJECT TO STATE BID LAW COMPLIANCE

WHEREAS, the City of Leeds operates and maintains parks and recreational areas for the benefit of the public; and

WHEREAS, the City desires to improve the Moton Park playground and has received vendor proposals from GameTime (c/o Struthers Recreation, LLC) for two alternatives: Option 1 in the amount of \$200,626.67 (Quote #107228-01-01, dated Oct. 1, 2025) and Option 2 in the amount of \$162,986.58 (Quote #107228-01-02, dated Oct. 1, 2025), each covering specified equipment, surfacing, and installation as itemized in the quotes.

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

1. Approval of Moton Park Playground Project. The Council approves the Moton Park playground improvements and authorizes the procurement and installation of either Option 1 or Option 2, as described in the vendor quotes from GameTime (c/o Struthers Recreation, LLC).

2. Selection and Amount. The Council selects (check one):

☐ Option 1 – City of Leeds – Moton Park – Option 1, \$200,626.67 (Quote #107228-01-01, 10/01/2025).

☐ Option 2 – City of Leeds – Moton Park – Option 2, \$162,986.58 (Quote #107228-01-02, 10/01/2025).

3. Compliance With Law. The purchase authorized herein is subject to full compliance with Alabama State Bid Law and other applicable purchasing requirements.

4. Authorization to Execute. The Mayor, City Staff, and City Attorney are authorized and directed to take all actions necessary to implement this Resolution, including executing purchase documents, acceptance pages, color selections, and related agreements; issuing or approving a purchase order; and signing any required documentation to secure the pricing reflected in the selected option.

5. Budget & Accounting. The Finance Department is authorized to make the necessary budget adjustments and encumbrances to fund the selected option in the amount approved above, together with any required shipping, fees, and contingencies consistent with the attached quote terms.

APPROVED AND ADOPTED this 20th day of October 2025.

AYES: ____

NAYS: ____

ABSENT: ____

ABSTAIN: ____

David Miller, Mayor

ATTEST:

Toushi Arbitelle, City Clerk

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 20th day of October 2025

Toushi Arbitelle, City Clerk

Attachments (by reference):

- City of Leeds – Moton Park – Option 1 (Quote #107228-01-01, 10/01/2025).
- City of Leeds – Moton Park – Option 2 (Quote #107228-01-02, 10/01/2025).



Conceptual Rendering
Actual Colors May Vary



Struthers Recreation
220 Applegate Trace
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Moton Park
Proposed Play Area





Conceptual Rendering
Actual Colors May Vary



Struthers Recreation
220 Applegate Trace
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Moton Park
Proposed Play Area





Conceptual Rendering
Actual Colors May Vary



Struthers Recreation
220 Applegate Trace
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Moton Park
Proposed Play Area





Struthers Recreation
220 Applegate Trace
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Moton Park
Proposed Play Area





3D Architectural Rendering
Actual Colors May Vary



Struthers Recreation
220 Applegate Trace
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Moton Park
Proposed Play Area





Conceptual Rendering
Actual Colors May Vary



Struthers Recreation
220 Applegate Trace
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Moton Park
Proposed Play Area

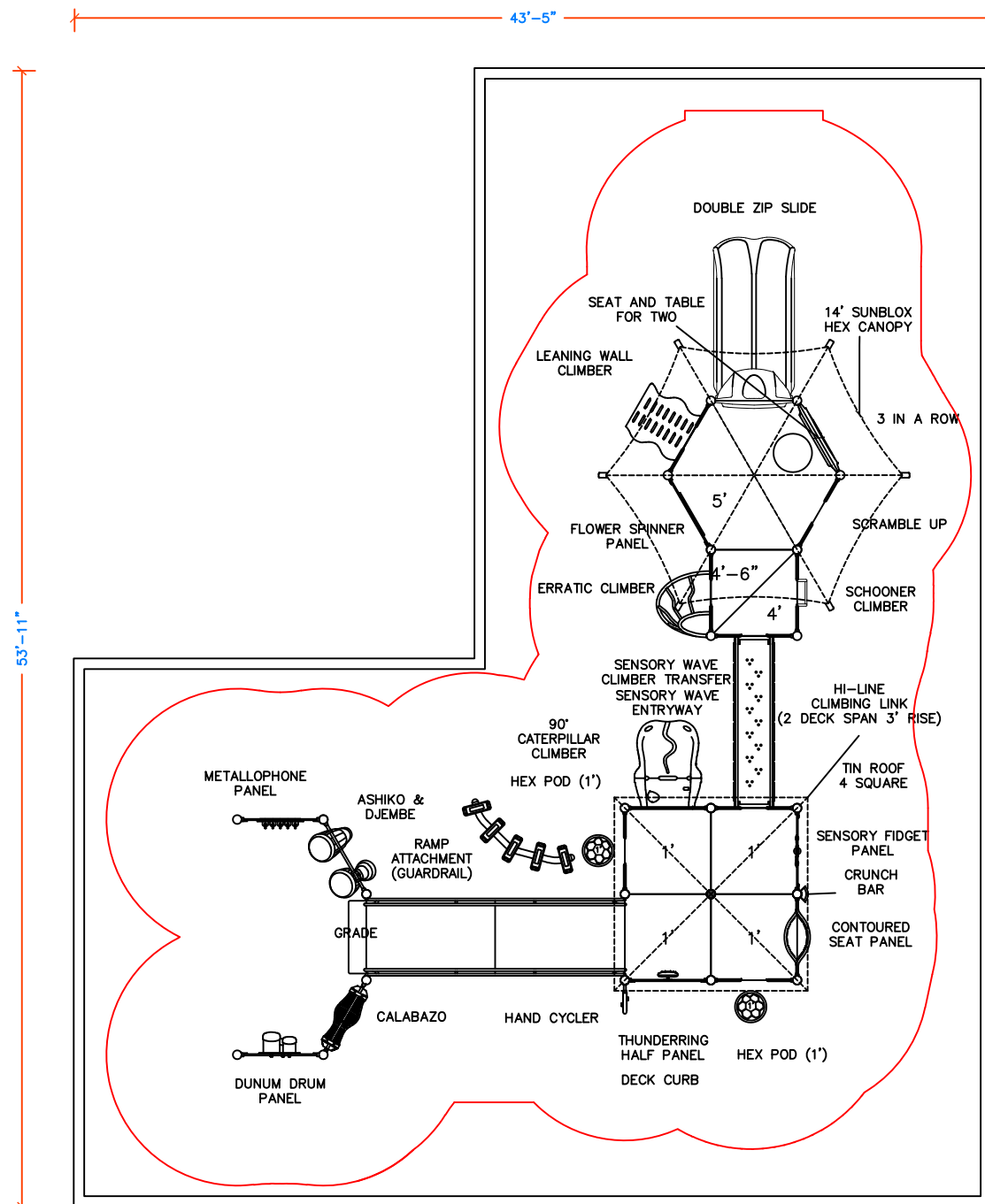




PO BOX 1178, PELHAM, AL 35124
P 205.663.5058 | T 800.221.8869
F 205.663.5012
STRUTHERSRECREATION.COM

This Unit includes play events and routes of travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

IMPORTANT
Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall height as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487, and Canadian Standard CAN/CSA-Z-614



AREA TO CONTAIN POURED IN
PLACE RUBBER SAFETY
SURFACING

**MOTON PARK
AREA 1**
Proposed Playground
PROJECT MANAGER
BLAKE STRUTHERS

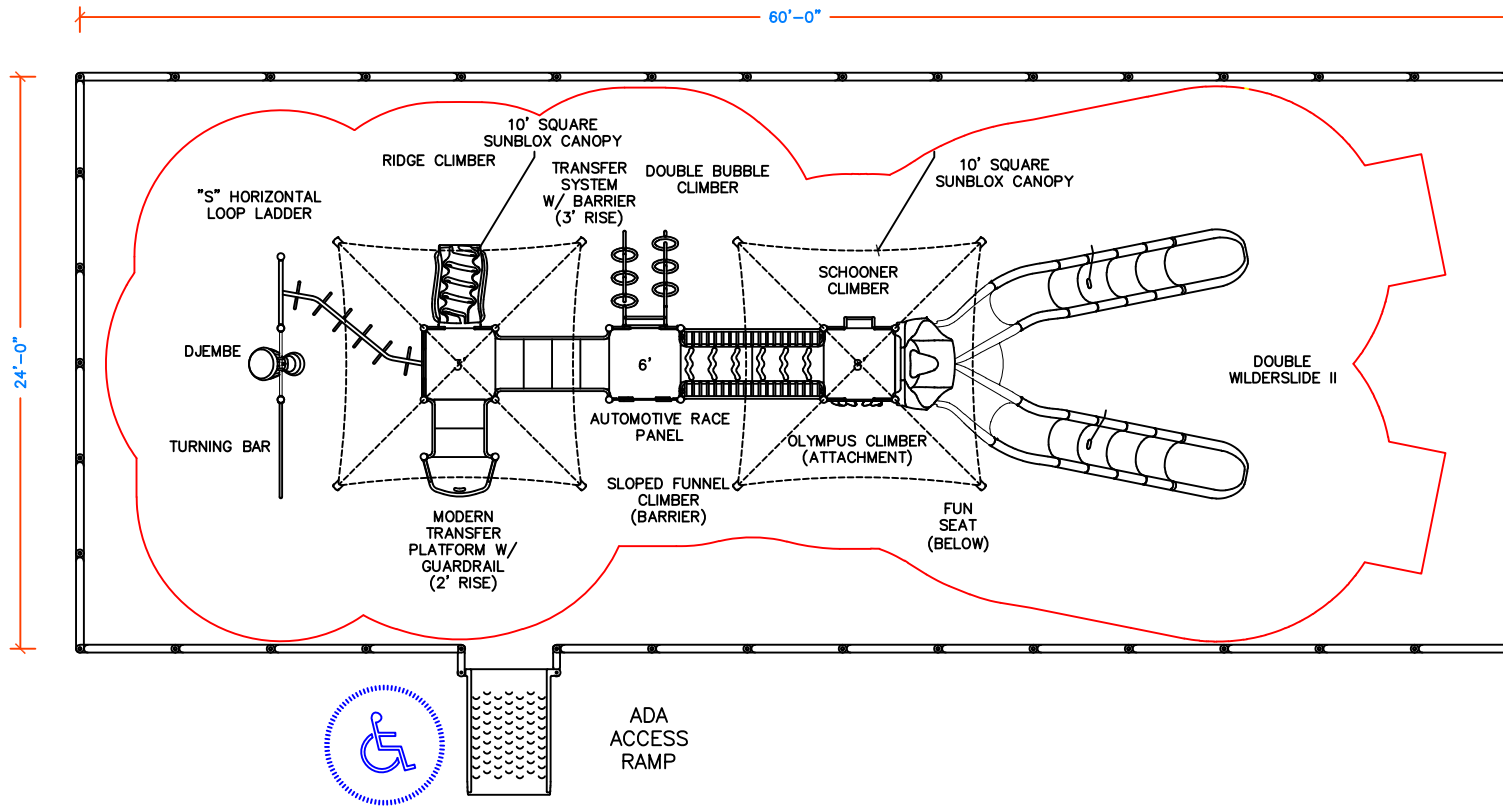
REVISIONS	
AGE GROUP	5-12
LxW	54 x 44
DRAWN BY	R. GULLEDGE
DATE	09.29.25
DWG NAME	107228 - A1
SCALE	NTS



PO BOX 1178, PELHAM, AL 35124
P 205.663.5058 | T 800.221.8869
F 205.663.5012
STRUTHERSRECREATION.COM

This Unit includes play events and routes of travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

IMPORTANT
Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall height as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487, and Canadian Standard CAN/CSA-Z-614



**MOTON PARK
AREA 2**
Proposed Playground

BLAKE STRUTHERS
PROJECT MANAGER

PROJECT

REVISIONS

AGE GROUP

5-12

LxW

60 x 24

DRAWN BY

R. GULLEDGE

DATE

09.29.25

DWG NAME

107228 - A1.2

SCALE

NTS

AREA TO CONTAIN ENGINEERED
WOOD FIBER SAFETY SURFACING



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

Option 1 10/01/2025
Quote #
107228-01-01

City of Leeds - Moton Park - Grant Option 1

City of Leeds
Attn: Keith Hager
1633 Moton Street
Leeds, AL 35094
United States
Phone: 205-229-1738
keith_hager@mac.com

Ship to Zip 35094

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	RDU	GameTime - 107228 - D1 Custom Play Structure	\$115,105.00	\$115,105.00
1	PIP	GT-Impax - 1,721 sqft of Poured in Place Rubber Safety Surfacing - Installed- 2.25" depth for 5' fall height, 50/50 color black mix, standard color, includes 4" stone sub-base.	\$49,924.36	\$49,924.36
1	RDU	GameTime - 107228 - D2 Custom Play Structure	\$68,421.00	\$68,421.00
1	EWFC	EWFC - 72 CY of Engineered Wood Fiber Safety Surfacing	\$1,509.33	\$1,509.33
41	APS12	APS - 12" Playground Border w/Surfacing Guide and Spike	\$36.00	\$1,476.00
1	APSR	APS - ADA Half Ramp	\$485.00	\$485.00
1	INSTALL	Struthers Recreation - Installation of Play Equipment, Border, and Safety Surfacing	\$30,420.00	\$30,420.00
			Sub Total	\$267,432.77
			Discount	(\$77,290.44)
			Material Surcharge	\$5,509.46
			Freight	\$4,974.88
			Total	\$200,626.67

Pricing reflects GameTime's 2025 **Matching Funds Grant - Credit Terms**.
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 21st 2025, otherwise pricing will be subject to change.
- Orders must be deliverable by December 31st, 2025.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH October 21 2025 OR UNTIL EXHAUSTION OF FUNDS.
- To place an order, you must provide all of the items listed below:
 - Signed PO or executed contract with GameTime listed as the Vendor
 - Fully executed acceptance page, signed by an authorized purchaser
 - Color selections for all equipment and surfacing (if applicable)
 - Sales tax exemption form

City of Leeds - Moton Park - Grant Option 1

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

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

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at \$1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc be completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Rylie Gulledge

City of Leeds - Moton Park - Grant Option 1

Acceptance of quotation:

MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)

SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **\$200,626.67**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or

Custom Color Selections from www.gametime.com/colors :

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____



Conceptual Rendering
Actual Colors May Vary



Struthers Recreation
220 Applegate Trace
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Moton Park
Proposed Play Area





Conceptual Rendering
Actual Colors May Vary



Struthers Recreation
220 Applegate Trace
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Moton Park
Proposed Play Area





Conceptual Rendering
Actual Colors May Vary



Struthers Recreation
220 Applegate Trace
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Moton Park
Proposed Play Area





Struthers Recreation
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PO Box 1178
Pelham, Alabama 35124
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Project

Moton Park
Proposed Play Area

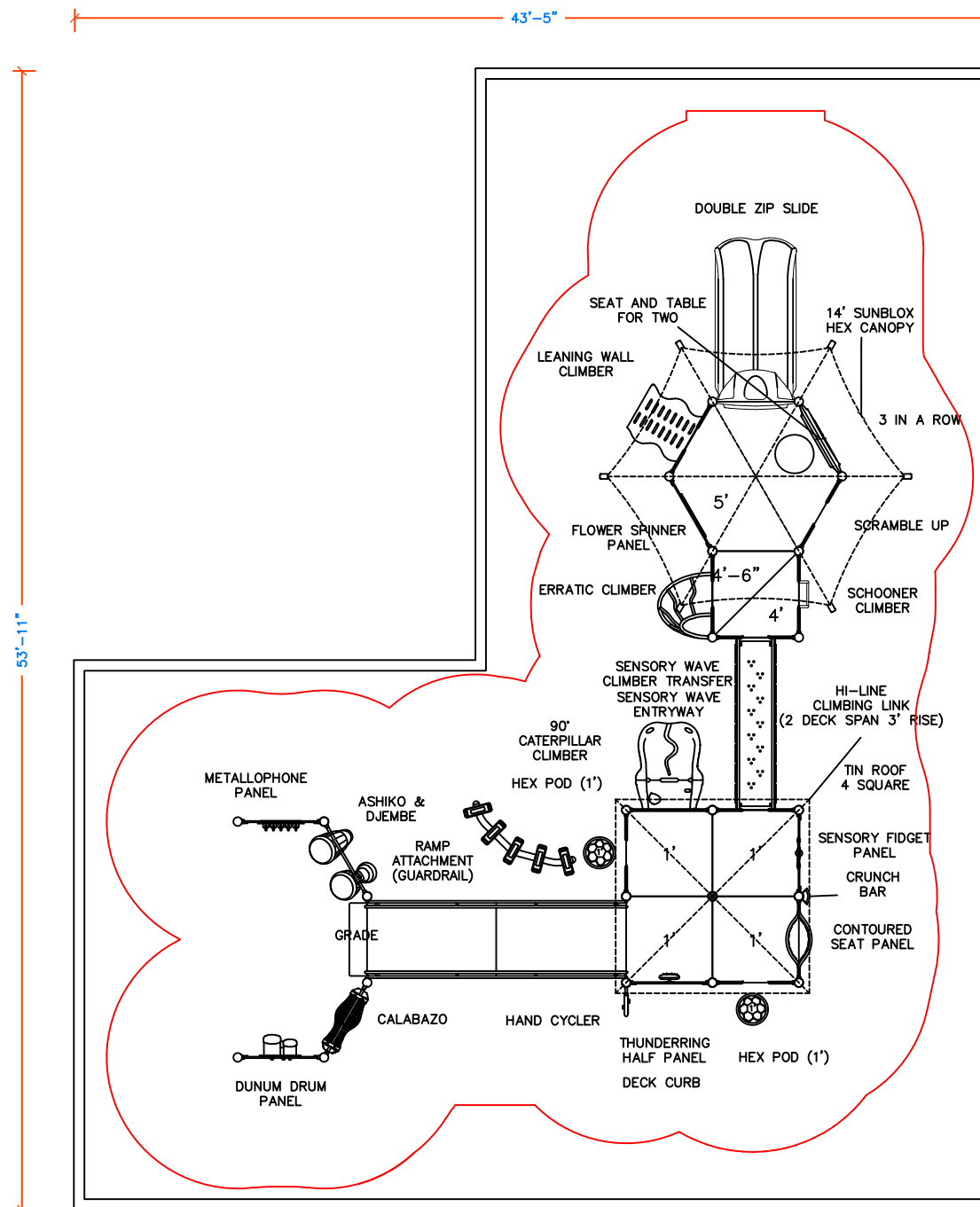




PO BOX 1178, PELHAM, AL 35124
P 205.663.5058 | T 800.221.8869
F 205.663.5012
STRUTHERSRECREATION.COM

This Unit includes play events and routes of travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

IMPORTANT
Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall height as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487, and Canadian Standard CAN/CSA-Z-614



AREA TO CONTAIN POURED IN PLACE RUBBER SAFETY SURFACING

MOTON PARK
AREA 1
Proposed Playground
PROJECT MANAGER
BLAKE STRUTHERS

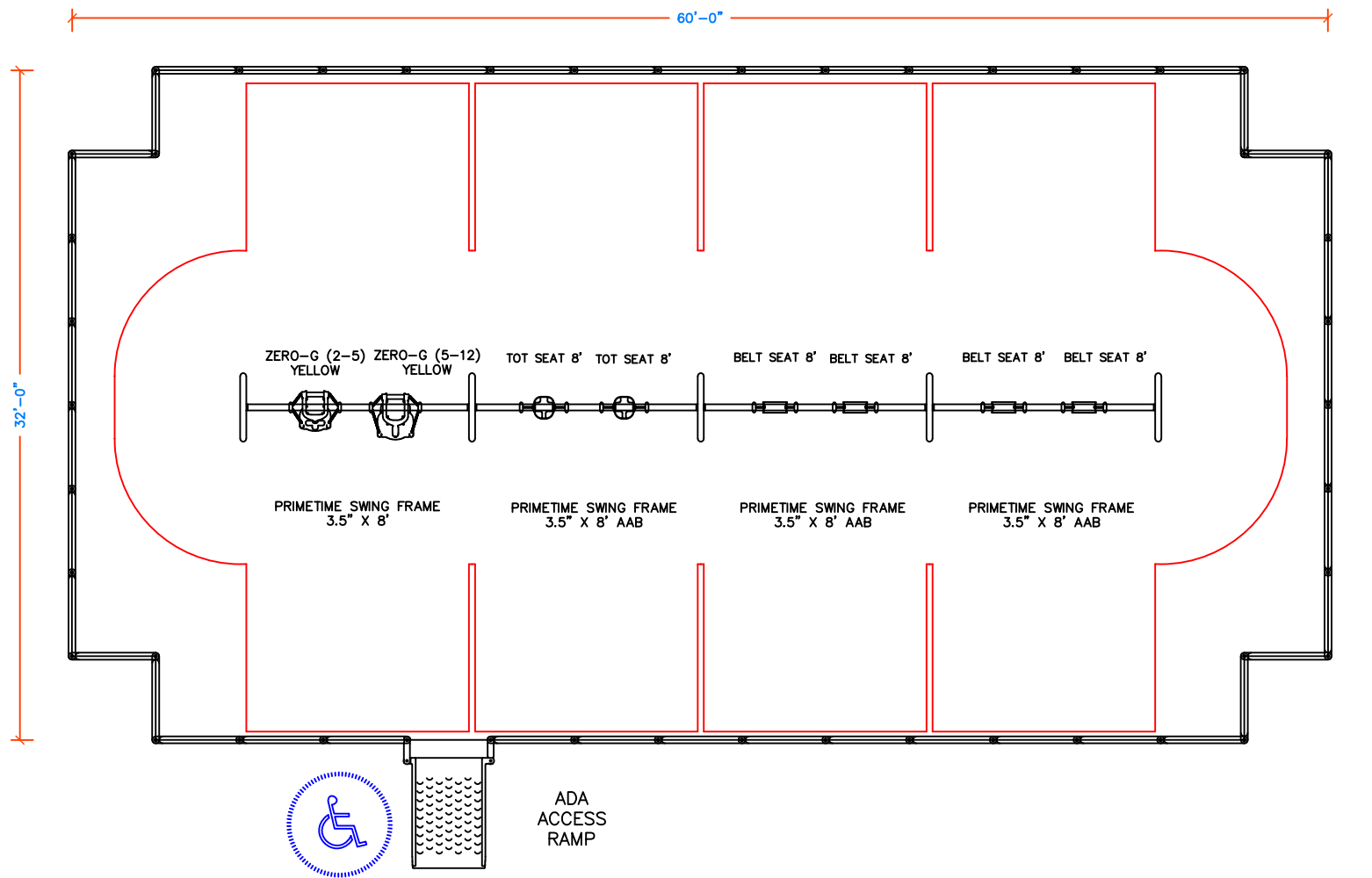
REVISIONS	
AGE GROUP	5-12
LxW	54 x 44
DRAWN BY	R. GULLEDGE
DATE	09.29.25
DWG NAME	107228 - A1
SCALE	NTS



PO BOX 1178, PELHAM, AL 35124
P 205.663.5058 | T 800.221.8869
F 205.663.5012
STRUTHERSRECREATION.COM

This Unit includes play events and routes of travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

IMPORTANT
Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall height as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487, and Canadian Standard CAN/CSA-Z-614



AREA TO CONTAIN ENGINEERED
WOOD FIBER SAFETY SURFACING

**MOTON PARK
AREA 2**
Proposed Playground

BLAKE STRUTHERS

PROJECT

PROJECT MANAGER

REVISIONS

AGE GROUP

5-12

LxW

60 x 30

DRAWN BY

R. GULLEDGE

DATE

09.29.25

DWG NAME

107228 - D2.2

SCALE

NTS



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

Option 2 10/01/2025
Quote #
107228-01-02

City of Leeds - Moton Park - Grant Option 2

City of Leeds
Attn: Keith Hager
1633 Moton Street
Leeds, AL 35094
United States
Phone: 205-229-1738
keith_hager@mac.com

Ship to Zip 35094

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	RDU	GameTime - 107228 - D1 Custom Play Structure	\$115,105.00	\$115,105.00
1	PIP	GT-Impax - 1,721 sqft of Poured in Place Rubber Safety Surfacing - Installed- 2.25" depth for 5' fall height, 50/50 color black mix, standard color, includes 4" stone sub-base.	\$49,924.36	\$49,924.36
1	5316	GameTime - 8' Primetime Swing Frame	\$2,361.00	\$2,361.00
3	5317	GameTime - 8' Primetime Swing Add-A-Bay	\$1,631.00	\$4,893.00
1	5375	GameTime - Zero-G (2-5) Yellow 8' Height	\$901.00	\$901.00
1	5376	GameTime - Zero-G (5-12) Yellow 8' Height	\$989.00	\$989.00
2	5293	GameTime - Enclosed Tot Seat for 8' Toprail	\$424.00	\$848.00
4	5287	GameTime - Belt Seat for 8' Toprail	\$286.00	\$1,144.00
1	EWf-C	EWf - 90 CY of Engineered Wood Fiber Safety Surfacing	\$1,860.00	\$1,860.00
45	APS12	APS - 12" Playground Border w/Surfacing Guide and Spike	\$36.00	\$1,620.00
1	APSR	APS - ADA Half Ramp	\$485.00	\$485.00
1	INSTALL	Struthers Recreation - Installation of Play Equipment, Border, and Safety Surfacing	\$25,220.00	\$25,220.00
			Sub Total	\$205,442.44
			Discount	(\$50,336.39)
			Material Surcharge	\$3,835.46
			Freight	\$4,045.07
			Total	\$162,986.58

Pricing reflects GameTime's 2025 **Matching Funds Grant - Credit Terms**.
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 21st 2025, otherwise pricing will be subject to change.
- Orders must be deliverable by December 31st, 2025.
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- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH October 21 2025 OR UNTIL EXHAUSTION OF FUNDS.
- To place an order, you must provide all of the items listed below:
 - Signed PO or executed contract with GameTime listed as the Vendor
 - Fully executed acceptance page, signed by an authorized purchaser
 - Color selections for all equipment and surfacing (if applicable)
 - Sales tax exemption form

City of Leeds - Moton Park - Grant Option 2

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

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

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at \$1,500 each occurrence.

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Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc be completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Rylie Gulledge

City of Leeds - Moton Park - Grant Option 2

Acceptance of quotation:

MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)

SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **\$162,986.58**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or

Custom Color Selections from www.gametime.com/colors :

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____