



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

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

October 03, 2022 @ 6:00 PM

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 sign-up on the provided computer(s).

PUBLIC HEARING

- [1.](#) Consider Determination of Certain Conditions to be an Unsafe Building at 2260 Saddle Trail

APPROVE COUNCIL MINUTES

- [2.](#) Minutes from September 06, 2022

REPORTS OF OFFICERS:

3. Mayor's Report: Mayor David Miller
4. Police Department: Chief Irwin
5. Fire Department: Chief Parsons
6. Municipal Court: Magistrate Roberts
- [7.](#) Development Services Department: City Administrator Watson
Over-time Report
8. Public Works Department: Public Works Director Warren
- [9.](#) Social Services Department: Director Bryan
October 2022 Calendars

OLD BUSINESS:

10. R2022-09-07: Leeds Water Works property and the City of Leeds

NEW BUSINESS:

- [11.](#) Resolution 22-001655: Consider Declaring Certain Conditions to be an Unsafe Building at 2260 Saddle Trail
- [12.](#) Resolution 2022-10-01: Consider Approval of Fiscal Year 2022-2023 City Budget
- [13.](#) Resolution 2022-10-02: Consider Lease Renewal of meeting space at the Civic Center

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:
<https://www.cognitoforms.com/CityOfLeeds1/PublicParticipationSpeakersSignUpSheet>

QR code to sign up



File Attachments for Item:

1. Consider Determination of Certain Conditions to be an Unsafe Building at 2260 Saddle Trail

UNSAFE

BUILDING

2260 Saddle Trail

2400111000007000

THIS STRUCTURE IS CONSIDERED TO BE AN

UNSAFE BUILDING

**THE USE OR OCCUPATION OF THIS
BUILDING FOR ANY PURPOSE IS
PROHIBITED AND UNLAWFUL**

PURSUANT TO CITY OF LEEDS ORD 2010-10-04

Date: August 10, 2022

Address: 2260 SADDLE TRL

BUILDING OFFICIAL
1404 9TH ST
LEEDS, AL 35094

THIS BUILDING IS UNSAFE

**THE OCCUPATION OF THIS BUILDING OR REMOVAL OF THIS NOTICE
SHALL CONSTITUTE A MISDEMEANOR PURSUANT TO CITY OF LEEDS
ORDINANCE 2010-10-04**

NOTICE TO VACATE AND REPAIR UNSAFE BUILDING

To: MCLENDON CRAIG W
2260 SADDLE TRL
LEEDS, AL 35173

Date of Notice: 08/10/2022

RE: 2260 SADDLE TRL LEEDS, AL 35173

Legal Description: 2004 OWNER CHG & H/E SEE ADJ PAR 24-11-4-2-4

THIS BUILDING IS UNSAFE, AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED AND IS ORDER TO BE DEMOLISHED BY THE BUILDING INSPECTOR OF THE CITY OF LEEDS

The above described building or structure, or parts of buildings and structures, party walls and foundations has been declared unsafe by the Building Inspector of the City of Leeds to the extent of being a public nuisance, which render this building or structure unsafe pursuant to the terms of the *Unsafe Building Ordinance of the City of Leeds*.

This is being served upon you to give you notice to:

1. Repair and/or rehabilitate the unsafe building, OR
2. Demolish the same within a reasonable time not less than 45 days from the date of this notice, OR
3. Suffer the building or structure to be demolished by the municipality and the cost thereof assessed against the Property.

Because of the unsafe nature of this building or structure, the problem must either be remedied/repared or the will take those actions necessary to protect the public. The premises must be vacated immediately from the date this notice was served upon you. All required permits for repair must be secured and demolition must be completed within 45 days from the date this notice was served upon you. If the actions required by this notice are not commenced within or completed by the time specified, the city may affect repairs to the building. The Cost of the repair shall be performed by the City and the cost thereof assessed against the property. The Building Inspector may cause the work to be done and all costs incurred will be charged against the property or the owner of record.

RIGHT TO HEARING:

You have the right to request a hearing by filing a written request before the City Council of the City of Leeds, together with any objection to the findings by the City Officials that such building is unsafe. This filing shall hold in abeyance any action by the City until a final determination is made. This hearing shall be held on 10/03/2022 at 6:00 PM in the Civic Center Meeting Room – Leed City Hall Annex - 1412 9th St, Leeds AL 35094.

NO HEARING REQUESTED:

If no request for hearing is made after thirty (30) days from this notice, then the decision of the City Council of the City of Leeds shall be final.

APPEAL FROM DECISION:

Any person aggrieved by the decision of the city council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Jefferson County, AL, Birmingham Division. You must file with the Clerk of Court notice of the appeal and bond for security of costs in the form and in the amount approved by the Circuit Clerk. The Clerk will serve a copy of the notice of appeal on the clerk of the municipality and the appeal will be docketed in the court and will be a preferred case therein. Take Note that any trials WILL BE HELD WITHOUT JURY with respect to the determination of the City Council that the building or structure is unsafe to the extent that it is a public nuisance.

Brad Watson
Zoning Administrator
City of Leeds
1404 9th St
Leeds, AL 35094



Document:

Date Taken:09/27/2022

Address:2260 SADDLE TRL

Taken by:Glenn Williams

Case Number:22-001655



Document:

Date Taken:09/27/2022

Address:2260 SADDLE TRL

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Document:

Date Taken:09/27/2022

Address:2260 SADDLE TRL

Taken by:Glenn Williams

Case Number:22-001655

File Attachments for Item:

2. Minutes from September 06, 2022



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

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

September 19, 2022 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 6:00 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

ABSENT

Council member Devoris Ragland-Pierce

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor David Miller

CUTOFF FOR PUBLIC COMMENT SIGN-UP

PUBLIC HEARING

1. Consider Determination of Certain Conditions to be a Public Nuisance at 1326 Beech Street
Ms. Donna Smith, 1326 Beech Street, addressed Council regarding both 1326 Beech Street and 1332 Beech Street. Her deceased family members owned the properties. Her attorney, Richard Bates, was held up in court. Inspector Glen Williams gave his report to Council and recommends an architect to submit a plan for repairs or the structures removed. Mr. Brunson knows her attorney and will contact him. The items were referred to Council.
2. Consider Determination of Certain Conditions to be an Unsafe Building at 1326 Beech Street
Discussion was combined with item 1.
3. Consider Determination of Certain Conditions to be a Public Nuisance at 1332 Beech Street
Discussion was combined with item 1.
4. Consider Determination of Certain Conditions to be an Unsafe Building at 1332 Beech Street
Discussion was combined with item 1.
5. Consider Determination of Certain Conditions to be a Public Nuisance at 8412 Thornton Avenue

No one was present. There was no public comment. Item was referred to Council.

6. Consider Determination of Certain Conditions to be an Unsafe Building at 8412 Thornton Avenue

No one was present. There was no public comment. Item was referred to Council.

Public Hearing closed at 6:08 pm.

APPROVE COUNCIL MINUTES

7. Minutes from September 06, 2022

Motion to approve minutes from September 06, 2022 made by Council member Dutton, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta

REPORTS OF OFFICERS:

8. Mayor's Report: Mayor David Miller

9. Police Department: Chief Irwin

Chief Irwin emailed monthly reports to Council. He reminded Council that National Night Out will be Tuesday, October 4th at Leeds Memorial Park from 5:00 pm to 8:00 pm. He added that citizens need to be careful giving out personal information over the phone to scam artists. D.A.R.E. graduation will be in November.

10. Fire Department: Chief Parsons

Chief Parsons reported that the City's ISO (Insurance Services Office) rating has not change. It remains at a "3". The Fire Department has been awarded a grant to purchase special washers/dryers for turnout gear. He stated that they've completed driver training of the new truck at The Shops of Grand River.

11. Municipal Court: Magistrate Roberts

Ms. Roberts informed the Council that she and her staff will be attending the annual Court conference from Wednesday to Sunday.

12. Development Services Department: City Administrator Watson

Mr. Watson was absent. Mr. Williams had no report.

13. Public Works Department: Public Works Director Warren

Mr. Warren was absent. Ms. Ports had no report.

14. Social Services Department: Director Bryan

Ms. Bryan stated that their numbers are increasing at the new temporary location.

OLD BUSINESS:

15. Resolution 2022-08-05: Consider an Agreement with Regional Planning Commission to develop a Comprehensive Plan Update

Council member Turner stated that he did some research and is willing to support the resolution now.

Motion to approve Resolution 2022-08-05 made by Council member Dutton, Seconded by Council member Washington. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta.

16. Resolution 2022-09-01: Consider Adoption and Ratification of Monthly (January 2022 - August 2022) City Expenditures/Payables

Council member Turner stated he has reviewed the expenditures and is good to approve this resolution. Mayor Miller added that the Finance Committee had approved expenditures along the way too.

Motion to approve Resolution 2022-09-01 made by Council member Dutton, Seconded by Council member Washington. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta.

NEW BUSINESS:

17. Resolution 22-001562: Consider Declaring Certain Conditions to be a Public Nuisance at 1326 Beech Street

Items 17, 18, 19 and 20 were combined into one motion.

Motion to approve Resolutions 22-001562 (Public Nuisance and Unsafe Building) and 22-001561 (Public Nuisance and Unsafe Building) made by Council member Washington, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta.

Mr. Washington and Mr. Williams discussed an extension to bring a plan for permitting. City Attorney Johnny Brunson asks to table for 30 days extension for ownership verification with her attorney. There could be an action in Probate Court regarding the property ownership change.

Mr. Washington withdraws his motion and makes a new motion.

Motion to table Resolutions 22-001562 (Public Nuisance and Unsafe Building) and 22-001561 (Public Nuisance and Unsafe Building) for 30 days to hear back from City Attorney made by Council member Washington, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta.

18. Resolution 22-001562: Consider Declaring Certain Conditions to be an Unsafe Building at 1326 Beech Street

Discussion was combined with item 17.

19. Resolution 22-001561: Consider Declaring Certain Conditions to be a Public Nuisance at 1332 Beech Street

Discussion was combined with item 17.

20. Resolution 22-001561: Consider Declaring Certain Conditions to be an Unsafe Building at 1332 Beech Street

Discussion was combined with item 17.

21. Resolution 21-001317: Consider Declaring Certain Conditions to be a Public Nuisance at 8412 Thornton Avenue

Items 21 and 22 were combined into one motion.

Motion to approve Resolution 21-001317 (Public Nuisance and Unsafe Building) made by Council member Washington, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta

22. Resolution 21-001317: Consider Declaring Certain Conditions to be an Unsafe Building at 8412 Thornton Avenue

Discussion was combined with item 21.

23. Resolution 2022-09-03: Consider an Appropriation to Leeds Arts Council Inc

Motion to approve Resolution 2022-09-03, Resolution 2022-09-04 and Resolution 2022-09-05 made by Council member Dutton, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta.

24. Resolution 2022-09-04: Consider an Appropriation to Woman's Literary Club of Leeds

Discussion was combined with item 23.

25. Resolution 2022-09-05: Consider an Appropriation to Leeds High School Band Boosters

Discussion was combined with item 23.

26. Resolution 2022-09-06: Consider an Appropriation to Leeds Main Street

Resolution 2022-09-06 includes Recitals that are slightly different and caveats pertaining to Personnel Board of Jefferson County contract approval and a one-time appropriation of \$50,000 payable as follows: \$10,000 following receipt of a finding from the PBJC and \$10,000 quarterly after submission of written reports to the City Finance Committee providing detailed explanations of exactly how the appropriated public funds have been utilized to date during the prior quarterly period during the 2022-2023 fiscal year.

Motion to approve Resolution 2022-09-06 made by Council member Dutton. Mr. Turner made a Second with an amendment that Item 5 of the Resolution be removed.

Mr. Dutton amended his motion to include the removal of Item 5 from Resolution 2022-09-06, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta.

27. Discussion Topic - Council member Turner: Leeds Water Works property and the City of Leeds

Council member Turner wants to discuss the wall one more time since the Leeds Water Works Board owns half the wall and maintains that they were not contacted.

Motion to remove the wall between Leeds Water Works property and the City of Leeds made by Council member Turner, Seconded by Council member Washington. Mayor Miller stated that he has appointed an outside engineer to do research on what would be appropriate given the size of the Annex building. Mr. Brunson added that a subdivision case was done in 2020 to split that part of the Annex to the Leeds Water Works Board.

Motion to amend pending resolution to include that if report states no sprinkler is required then the wall will be torn down by Council member Turner, Seconded by Council member Washington. Mayor Miller stated that he has appointed an outside engineer to do research on what would be appropriate given the size of the Annex building. Mr. Brunson added that a subdivision case was done in 2020 to split that part of the Annex to the Leeds Water Works

Board. Mr. Cary Kennedy and Mr. Eddie Moore, Leeds Water Works Board members, spoke of their Mr. Dutton asked if a door could be put in to allow access to the Annex bathrooms.

Motion to amend pending resolution to table until the next Council meeting to allow for a meeting between Mayor and Leeds Water Works Board, Seconded by Council member Washington. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta.

Council member Turner asked on behalf of the Knights of Columbus about the number of available bathrooms after the Civic Center renovation. Also, he asked if the toddler play area would be built back at Memorial Park. He asked for clarification of the Downtown Entertainment District.

PUBLIC COMMENTS

All comments are to be limited to 2 minutes

Mr. Trygve Arnesen, 1809 Clarke Circle, asked about final topcoat in his subdivision since the developer has passed away.

Mr. Walter Oden, 1059 Kings Forest Drive, asked about his neighbor's variance approval for honey bees on August 23, 2022. City Attorney Scott Barnett explained that he is beyond his time to file for an appeal.

Ms. Demetrice Oden, 1059 Kings Forest Drive, recounted her attempt to file an appeal for the variance in which she had the certified mail variance notice in hand both at City Hall on September 06, 2022 and at tonight's Council meeting. City Attorney Scott Barnett explained that Council does not have authority. An appeal should have been filed within 15 days of the August 23, 2022 meeting at Jefferson County Circuit Clerk's office.

Mr. James Carroll, 9041 Bush Avenue, asked about his permit status for The Office Lounge (8040 Parkway Drive).

Ms. Amber Vines, Main Street Leeds Executive Director, thanked the Council for their appropriation and help with Personnel Board of Jefferson County. She reminded Council of tomorrow's Vision meeting with Main Street Alabama staff.

ADJOURNMENT

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

The meeting adjourned at 7:54 pm.

David Miller, Mayor

Attest:

Toushi Artbitelle, City Clerk

File Attachments for Item:

7. Development Services Department: City Administrator Watson
Over-time Report

Department Hours- OT

From 09/06/22 to 09/19/22

Department	OT	FDC	Totals
	162:14	6:30	168:44
ADM-1	6:58		6:58
CRT-11	0:32		0:32
DEV-50	3:10		3:10
FIRE1-26	90:00	6:30	96:30
FIRE2-26	4:00		4:00
POL-22	39:41		39:41
STR-80	17:53		17:53

File Attachments for Item:

9. Social Services Department: Director Bryan
October 2022 Calendars

Leeds Senior Center Newsletter

October, 2022



Welcome to the Leeds Senior Center!

October is here, and the Seniors continue to meet for all activities at the City Hall Annex, while renovation is taking place at the Civic Center. The address is 1412 9th Street. Do not let this temporary relocation keep you from checking out our Senior Activities Program. It's a great group of which to be a part. Specific details include:

- The Center (at the Annex) 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. **While we remain at our temporary location, 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 led by Paul Zuckerman on Mondays and Wednesdays at 10:45; Bible study led by Pastor Chuck Kakul on Mondays at 12:15; and Line Dancing on Wednesdays at 12:15
- Tuesday is game day - favorites include Dominos, Phase 10, Sequence and BUNCO, and we've added Skip Bo and Chinese Checkers
- On Thursdays we have Art & Leisure. Art (painting and crafts), and games are on the schedule. **An RSVP for activities and lunch is always required on Thursdays**
- **We will be going to see *Arsenic & Old Lace* at the Leeds Art Center on Friday, October 7. Tickets are \$15**
- **Our Birthday Celebration this month is October 27. RSVP is required**
- **The Senior Center will be handing out candy to Trick or Treaters on Monday, October 31, in downtown Leeds**
- The telephone number for the Center is **205.699.0910**
- If you are joining us at the Center for the first time, please make sure your name is on the lunch list or call the Center at **205.699.0910** to let us know you're on the way

See you at the Center.

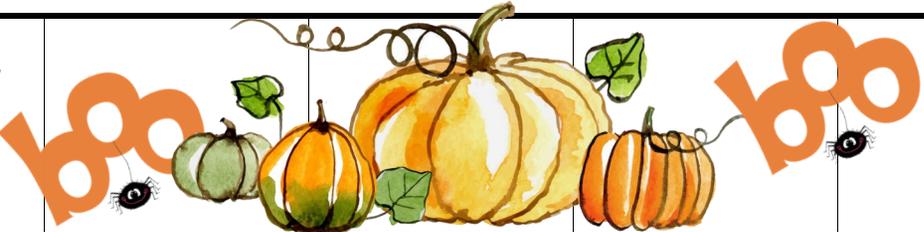
Audrey



October 2022~ Senior Center

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

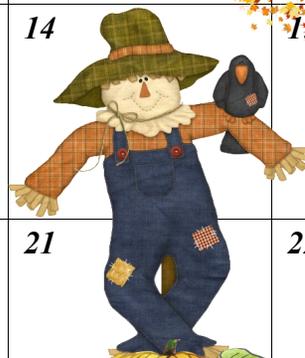
205.699.0910

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						
2	3 <i>Exercise 10:45 Lunch (\$2) Bible Study</i>	4 <i>Game Day~ Lunch (\$2)</i>	5 <i>Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15</i>	6 <i>Art & Leisure Viva Health Lunch (\$2) RSVP required</i>	7 <i>Arsenic & Old Lace 7:00 pm Tickets - \$15 Leeds Arts Council</i>	8
	10 <i>Center Closed Columbus Day Holiday</i>	11 <i>Game Day~ Lunch (\$2)</i>	12 <i>Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15</i>	13 <i>Art & Leisure Lunch (\$2) RSVP required</i>		15
	17 <i>Exercise 10:45 Lunch (\$2) Bible Study</i>	18 <i>Game Day~ Lunch (\$2)</i>	19 <i>Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15</i>	20 <i>Field Trip Day</i>		22 
	24 <i>Regular Schedule</i> 	25 <i>Game Day~ Lunch (\$2)</i>	26 <i>Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15</i>	27  <i>Birthday Celebration</i>		30 <i>**City of Leeds Trick or Treat Monday, October 31 3 pm to 5 pm**</i>

October 2022~ Menu

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

205.699.0910

Sun	Mon	Tue	Wed	Thu	Fri	Sat
 						
2	3 <i>Sloppy Joes Potatoes & Gravy Coleslaw Cookies</i>	4 <i>Chicken Salad Fruit Salad Pimento Cheese Apple Cobbler</i>	5 <i>Fr Onion Chicken Egg Noodles Broccoli Cass. Fresh Fruit</i>	6 <i>Pulled Chicken Baked Potatoes Chocolate Cake</i>	7 <i>Arsenic & Old Lace 7:00 pm Tickets - \$15 Leeds Arts Council</i>	8
	10 <i>Center Closed Columbus Day Holiday</i>	11 <i>Hamburgers Chips Strawberry Cake</i>	12 <i>Pulled Chicken Baked Potatoes Dump Cake</i>	13 <i>Sub Sandwich Chips Goopy Cake</i>		15
16 	17 <i>Pulled Pork Coleslaw Roasted Potatoes Key Lime Pie</i>	18 <i>Potato Soup Salad Rolls Bread Pudding</i>	19 <i>Pork Loin Potatoes Au Gratin Baked Apples Apple Cobbler</i>	20 <i>Field Trip Day</i>	21 	22 
23 	24 <i>Hamburgers Collard Greens Blackeye Peas Banana Pudding</i>	25 <i>Pulled Chicken Baked Potatoes Chocolate Cake</i>	26 <i>Shells/Meat Sauce Broccoli Corn Strawberry Trifle</i>	27  <i>Birthday Celebration</i>	28	** Mon., Oct. 31 Menu <i>H/M Chicken Potatoes/Gravy Fried Apples Cookies **</i>

File Attachments for Item:

11. Resolution 22-001655: Consider Declaring Certain Conditions to be an Unsafe Building at 2260 Saddle Trail

RESOLUTION #22-001655
RESOLUTION DETERMINING STRUCTURE TO BE UNSAFE AND AUTHORIZING AND DIRECTING ITS DEMOLITION

Record Owner: MCLENDON CRAIG W

Property: 2260 SADDLE TRL

Tax ID: 2400111000007000

CITY OF LEEDS, ALABAMA

WHEREAS, Brad Watson Building Inspector of City of Leeds, is and has been designated by the Mayor of the City of Leeds as the "appropriate city official" (the "Official"), under Alabama Code §§ 11-53B-1 to 11-53B-16 (the "Act").

WHEREAS, pursuant to the Act, the Official determined the structure (the "Structure"), which was located at the address listed above in the City of Leeds (the "Property"), to be unsafe to the extent that it constitutes a public nuisance;

WHEREAS, the Official gave the person(s), who is the record owner(s) of the Property, and any applicable mortgagees of record, proper notice to remedy the unsafe condition of the Structure within 45 days, and a copy of such notice was properly posted at the Structure;

WHEREAS, after a public hearing held on October 03, 2022, the matter came before the Council for a determination of whether the Structure was unsafe to the extent that it constitutes a public nuisance and whether to order its demolition;

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

1. All of the Whereas Clauses set forth above are incorporated herein be reference.
2. The Structure is declared unsafe to the extent that it constitutes a public nuisance.
3. The demolition of the Structure is ordered after the time for appeal to the circuit court has expired. The Official is hereby authorized to have the structure demolished in compliance with state law at such time and to sell or otherwise dispose of all salvaged material from the Structure.

ADOPTED and APPROVED this 10/03/2022.

CITY OF LEEDS, ALABAMA:

 DAVID MILLER, MAYOR

 DATE

ATTEST:

 CITY CLERK

In my capacity as City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on 10/03/2022.

 Toushi Arbitelle, City Clerk

File Attachments for Item:

12. Resolution 2022-10-01: Consider Approval of Fiscal Year 2022-2023 City Budget

RESOLUTION NO.: 2022-10-01

RESOLUTION IN ADOPTION OF THE CITY 2022-2023 ANNUAL BUDGET

WHEREAS, it is required that the City Council adopt a budget on an annual basis; and

WHEREAS, the new budget for the current fiscal year has been reviewed by staff and the Finance Committee and has now been forwarded to the full City Council for consideration and is due to be approved.

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

1. The Recitals above are true, correct and included herein as if fully set forth.
2. The attached FY 2022-2023 City budget is hereby approved as presented.
3. The Mayor and staff shall have the full authority to do those things, perform those functions, make such decisions, and to sign necessary documentation in order to carry out and fully complete the actions so authorized herein.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Leeds, Alabama on this the 3rd day of October, 2022.

AYES:	_____
NAYS:	_____
ABSENT FROM VOTING:	_____
ABSTAIN:	_____

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

City Clerk

In my capacity as the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 3rd day of October, 2022.

Toushi Arbitelle, City Clerk

CITY OF LEEDS

FY 2023

BUDGET

GENERAL FUND - PAGE 2

DEBT SERVICE - PAGE 12

GAS TAX - PAGE 13

City of Leeds - General Fund			
Budget: FY2023			
October 2022 - September 2023			
	Total		
	2022-23		
Income			
01-3000 Admin			
01-3001 Sales Tax	15,000,000.00		
01-3002 Sellers Use Tax	966,341.00		
01-3003 Simplified Sellers Use Tx	675,000.00		
01-3004 Consumer Use Tax	370,000.00		
01-3006 Audit Revenues			
01-3010 Business License	1,900,000.00		
01-3012 Excise Tax	50,000.00		
01-3014 Production Privilege	300.00		
01-3020 Tobacco Tax	89,019.34		
01-3030 Ad Valorem	1,260,000.00		
01-3038 Road Tax Distribution	110,000.00		
01-3040 Auto & Boat Sales/Use Tax	73,577.02		
01-3050 Manuf Homes Tax - St Clair	307.25		
01-3070 Wine & Beer Tax	60,000.00		
01-3078 Liquor Tax	73,000.00		
01-3080 Rental Lease Tax	210,000.00		
01-3090 Lodging Tax	245,000.00		
01-3099 Lockbox Occ 01-3099 Lockbox Occ			
01-3104 Alabama Trust Fund Rev	102,220.00		
01-3112 Franchise Fee - Utility	220,000.00		
01-3116 Payments In Lieu Tax			
01-3120 Recycling Center Proceeds	737.00		
01-3400 Contractual Buc-ee's Donation	25,000.00		
01-3506 Restitution (Rec'd From Court)			
01-3508 Magistrate Training Rev - Rec'd From Court	1,905.00		
01-3512 Court Monthly Report Fees	250,000.00		
01-3900 Retiree Insurance Premiums	25,000.00		
01-3904 Interest Earned	25,000.00		
01-3907 American Rescue Plan			
01-3997 Misc Fees			
Total 01-3000 Admin	21,732,406.61		
11-3000 Court			
11-3504 Court Fines & Forfeitures	445,000.00		
Total 11-3000 Court	445,000.00		
12-3000 Cemetery			
12-3300 Cemetery Lot Sales			
12-3302 Cemetery-Gen Fund Open/Close	20,000.00		
12-3304 Cemetery Monuments			

12-3904 Cemetery-Interest Earned	775.00		
Total 12-3000 Cemetery	20,775.00		
14-3000 TIF District			
14-3106 DO NOT USE- TIF District Revenue	450,000.00		
Total 14-3000 TIF District	450,000.00		
16-3000 Social Services Revenues			
16-3112 Social Services-Revenue	19,500.00		
Total 16-3000 Social Services Revenues	19,500.00		
19-3000 City Projects/Grants			
19-3126 Grant Funds Received			
Total 19-3000 City Projects/Grants	0.00		
22-3000 Police			
22-3550 Police Report Fees	9,000.00		
22-3552 Police Confiscated Funds			
22-3998 Police-Misc Revenues	0.00		
Total 22-3000 Police	9,000.00		
26-3000 Fire			
26-3998 Fire - St Clair Fire Co Fire Tax	75,000.00		
26-3999 Fire-Misc Fees			
Total 26-3000 Fire	75,000.00		
40-3000 Parks			
40-3400 Parks-Rental	5,000.00		
Total 40-3000 Parks	5,000.00		
50-3000 Development			
50-3202 Development-Building Permits	175,000.00		
50-3204 Development-Electrical Permits	50,000.00		
50-3206 Development-Plumbing Permits	20,000.00		
50-3207 Development-Gas Permit	4,300.00		
50-3208 Development-Mechanical Permits	30,000.00		
50-3209 Development-Sign Permit	1,500.00		
50-3210 Development-Yard Sale Permits	1,500.00		
50-3211 Development-Demolition Permit	400.00		
50-3212 Development-Land Disturbance Permits	8,400.00		
50-3214 Development-Zoning Fee	300.00		
50-3215 Development- Roof Permit	3,400.00		
50-3216 Development-Variance Fee	2,000.00		
50-3220 Development-Assessment Letter Fee	8,400.00		
50-3222 Development-Street Cut - Utilities	800.00		
50-3299 Development-Misc Permit Fee	17,000.00		
50-3999 Development-Misc Revenues	140.00		
Total 50-3000 Development	323,140.00		
51-3000 Storm Water			
51-3218 Jeff Co - Storm Water Revenue	89,000.00		
51-3219 St. Clair Storm Water Revenue	21,500.00		
Total 51-3000 Storm Water	110,500.00		
83-3000 Solid Waste			
83-3855 Solid Waste Franchise Fee	40,000.00		

83-3856 Solid Waste-Trash And Limb Fee Revenue	225,000.00		
83-3999 Solid Waste-Misc & Other Revenue			
Total 83-3000 Solid Waste	265,000.00		
DO NOT USE-Sales			
Total Income	23,455,321.61		
Gross Profit	23,455,321.61		
Expenses			
01-4000 Admin Exp			
01-4001 Salaries & Wages	299,000.00		
01-4002 Payroll Taxes	22,200.00		
01-4004 Admin Health Insurance	65,000.00		
01-4005 Retiree Health Insurance Prem.	35,000.00		
01-4006 Retirement	27,750.00		
01-4014 Other Benefits			
01-4015 Admin-Admin-EE Life & Disability Ins	3,000.00		
01-XXXX - Admin - Overtime	8,970.00		
01-4018 Employment Expense	3,000.00		
01-4100 Insurance - General	600,000.00		
01-4110 Workers Comp Insurance	175,000.00		
01-4112 Jeff Co Personnel Board	100,000.00		
01-4200 Electrical Utilities	20,000.00		
01-4201 Internet	100,000.00		
01-4202 Telephone	3,500.00		
01-4203 Cell / Wireless Services	3,700.00		
01-4204 Gas Utilities	1,500.00		
01-4206 Water Utilities	1,500.00		
01-4208 Sewer Utilities	1,500.00		
01-4212 Storm Water Fee	30.00		
01-4300 Office Supplies	2,500.00		
01-4302 Over Under Cash Account	100.00		
01-4304 Copier & Printer Mtc	1,500.00		
01-4306 Department Supplies	7,000.00		
01-4308 PR Advertising	800.00		
01-4310 Legal Notices	1,500.00		
01-4312 Printing	575.00		
01-4314 Subscriptions	40,000.00		
01-4316 Dues & Fees	92,000.00		
01-4320 Postage	6,000.00		
01-4322 Computer Support	6,250.00		
01-4324 Computer Software	20,000.00		
01-4326 Computer Hardware	50,000.00		
01-4328 Server Support	190,000.00		
01-4330 Education & Training	10,000.00		
01-4332 Travel	500.00		
01-4400 Contract Services	170,000.00		
01-4402 Attorney/Legal	233,870.00		

01-4404 Auditing/Accounting	125,000.00		
01-4406 Engineering Services	5,000.00		
01-4500 Repair & Maint Auto	1,500.00		
01-4508 Repair & MTC - General	21,000.00		
01-4520 Fuel Expense - Auto	1,300.00		
01-4600 CARES Act Expenditures			
01-4702 Economic Redevelopment	23,000.00		
01-4710 Misc Refund	500.00		
01-4716 Sales Tax Rebates	1,300,000.00		
01-4999 Transfer Out - Debt Service	5,500,000.00		479846.7
01-5011 City Prosecutor	43,000.00		
01-5012 Appeals	24,000.00		
01-6004 Service Charges	1,800.00		
01-6704 Asset Purchase	60,000.00		
01-7720 772 Grant Agreement	0.00		
01-8000 Budget Amendments	0.00		
Total 01-4000 Admin Exp	9,400,375.00		
10-4000 Mayor			
10-4100 Mayoral Discretionary Funds- Non-Budgeted			
10-4203 Mayor-Cell/Wireless Services	2,500.00		
10-4300 Mayor-Office Supplies	750.00		
10-4326 Mayor-Computer Hardware	500.00		
10-4332 Mayor-Travel	1,000.00		
10-4412 Mayor-Public Relations	37,000.00		
10-4444 Rep Drake			
10-6702 Mayor-City Projects	8,000.00		
Total 10-4000 Mayor	49,750.00		
11-4000 Court Exp			
11-4001 Court-Salaries & Wages	251,000.00		
11-4002 Court-Payroll Taxes	27,000.00		
11-4004 Court-Health Insurance	5,000.00		
11-4006 Court-Retirement	47,000.00		
11-4015 Court-EE Life & Disability Ins	1,000.00		
11-XXXX Court - Overtime	7,530.00		
11-4200 Court-Electrical Utilities	11,000.00		
11-4202 Court-Telephone Expense	1,800.00		
11-4203 Court-Cell / Wireless Services	2,000.00		
11-4204 Court-Gas Utilities	750.00		
11-4206 Court-Water Utilities	700.00		
11-4208 Court-Sewer Utilities	900.00		
11-4300 Court-Office Supplies	1,400.00		
11-4304 Court-Copier & Printer Mtc	5,000.00		
11-4306 Court-Department Supplies	2,600.00		
11-4312 Court-Printing	2,300.00		
11-4314 Court-Subscriptions	2,900.00		
11-4316 Court-Dues & Fees	4,200.00		

11-4324 Court-Computer Software	2,500.00		
11-4326 Court-Computer Hardware	3,000.00		
11-4330 Court-Education & Training	8,500.00		
11-4332 Court-Travel	1,000.00		
11-4400 Court-Contract Services	4,800.00		
11-4500 Court-Repair & Maint Auto	21,000.00		
11-4508 Court-Repair & MTC - Buildings	2,000.00		
11-4520 Court-Fuel Expense - Auto	1,150.00		
11-5000 Court-Govt Agencies Monthly Report Fees	165,000.00		
11-5002 Court-Restitution	7,700.00		
11-5004 Court-Court Bond Disposition	0.00		
11-5008 Court-Magistrate Training	2,000.00		
11-5010 Court-Municipal Judge	36,000.00		
11-5060 Court-Driving School Expenses	6,000.00		
11-6998 Court to Court Transfer	115,000.00		
11-6999 Court to GF Transfer	125,000.00		
11-8000 Budget Amendments			
Total 11-4000 Court Exp	867,200.00		
12-4000 Cemetery Exp			
12-4206 Cemetery-Water Utilities	1,200.00		
12-4306 Cemetery-Department Supplies	1,000.00		
12-4400 Cemetery-Contract Services	45,000.00		
Total 12-4000 Cemetery Exp	47,200.00		
13-4000 Council			
13-4001 Council-Salaries & Wages	28,000.00		
13-4002 Council-Payroll Taxes	8,000.00		
13-4203 Cell / Wireless Services-Council	4,000.00		
13-4316 Council-Dues & Fees	500.00		
13-4412 Council-Community Programs	3,000.00		
Total 13-4000 Council	43,500.00		
16-4000 Social Services			
16-4001 Social Services-Salaries & Wages	74,200.00		
16-4002 Payroll Taxes	5,000.00		
16-4004 Social Services-Health Insurance	10,000.00		
16-4006 Social Services Retirement	9,000.00		
16-4015 Social Services-EE Life & Disability Ins	2,000.00		
16-XXXX - Social Services - Overtime	2,226.00		
16-4202 Telephone	500.00		
16-4203 Cell / Wireless Services	6,000.00		
16-4306 Social Services-Department Supplies	6,000.00		
16-4400 Social Services-Contract Services	50,000.00		
Total 16-4000 Social Services	162,700.00		
19-4000 City Projects			
19-XXXX Main Street	50,000.00		
19-4400 RDA -Civic Appropriation	129,500.00		
19-6102 Parks & Paving-City Projects	1,000,000.00		

19-6304 Hwy 78/Pres St-Engineering	100,000.00		
19-6305 Hwy 78/Pres St-Construction Match	829,846.00		
19-6701 Downtown Revitalization (ALDOT Sidewalk)	500,000.00		
19-6702 City Projects	0.00		
Total 19-4000 City Projects	2,609,346.00		
22-4000 Police Exp			
22-4001 Police-Salaries & Wages	2,246,625.31		
22-4002 Police-Payroll Taxes	147,630.00		
22-4004 Police-Health Insurance	450,000.00		
22-4006 Police-Retirement	375,000.00		
22-XXXX - Police - Overtime	67,398.76		
22-4012 Police-Uniforms	28,000.00		
22-4014 Police-Other Benefits	11,520.00		
22-4015 Police-EE Life & Disability Ins	10,000.00		
22-4018 Police-Employment Expense	1,500.00		
22-4101 Police-Insurance - Deductible	10,000.00		
22-4200 Police-Electrical Utilities	15,000.00		
22-4202 Police-Telephone	7,000.00		
22-4203 Police-Cell / Wireless Services	22,000.00		
22-4204 Police-Gas Utilities	1,000.00		
22-4206 Police-Water Utilities	500.00		
22-4208 Police-Sewer Utilities	900.00		
22-4300 Police-Office Supplies	30,000.00		
22-4304 Police-Copier & Printer Mtc	900.00		
22-4306 Police-Department Supplies	5,250.00		
22-4312 Police-Printing	300.00		
22-4314 Police-Subscriptions	24,000.00		
22-4316 Police-Dues & Fees	45,000.00		
22-4324 Police-Computer Software	5,000.00		
22-4326 Police-Computer Hardware	5,000.00		
22-4330 Police-Education & Training	15,000.00		
22-4332 Police-Travel	1,500.00		
22-4400 Police-Contract Services	40,000.00		
22-4412 Police-Community Program	5,000.00		
22-4420 Police-Jail Expense	50,000.00		
22-4422 Police-Juvenile Detention Service	20,000.00		
22-4500 Police-Repair & Maint Auto	160,000.00		
22-4508 Police-Repair & MTC - Buildings	15,000.00		
22-4509 Police-Canine	500.00		
22-4514 Police-Firing Range	7,500.00		
22-4520 Police-Fuel Expense - Auto	120,000.00		
22-4600 Police-Purchases from Confiscated Funds			
22-4601 Police-Investigations Expense			
22-6702 Police-City Projects			
22-6704 Police-Asset Purchase	80,000.00		

22-8000 Budget Amendments			
Total 22-4000 Police Exp	4,024,024.07		
26-4000 Fire Exp			
26-4001 Fire-Salaries & Wages	1,953,896.00		
26-4002 Fire-Payroll Taxes	152,998.00		
26-4004 Fire-Health Insurance	425,000.00		
26-4006 Fire-Retirement	390,000.00		
26-XXXX - Fire - Overtime	58,616.88		
26-4012 Fire-Uniforms	50,000.00		
26-4015 Fire-EE Life & Disability Ins	15,000.00		
26-4018 Fire-Employment Expense	3,000.00		
26-4200 Fire-Electrical Utilities	21,000.00		
26-4202 Fire-Cell / Wireless Services	9,000.00		
26-4203 Fire-Telephone	1,750.00		
26-4204 Fire-Gas Utilities	15,000.00		
26-4206 Fire-Water Utilities	2,700.00		
26-4208 Fire-Sewer Utilites	1,500.00		
26-4300 Fire-Office Supplies	600.00		
26-4306 Fire-Department Supplies	14,000.00		
26-4312 Fire-Printing	500.00		
26-4316 Fire-Dues & Fees	7,100.00		
26-4320 Fire-Postage			
26-4324 Fire-Computer Software	39,668.00		
26-4326 Fire-Computer Hardware	5,000.00		
26-4330 Fire-Education & Training	31,000.00		
26-4332 Fire-Travel	1,000.00		
26-4400 Fire-Contract Services	8,150.00		
26-4412 Fire-Community Programs	4,000.00		
26-4500 Fire-Repair & Maint Auto	55,000.00		
26-4508 Fire-Repair & MTC - Building	8,000.00		
26-4512 Fire-Repair & MTC - Comm Radio			
26-4514 Fire-Repair & MTC-General	3,100.00		
26-4520 Fire-Fuel Expense - Auto	35,000.00		
26-4530 Fire-Department Tools	6,000.00		
26-4540 Fire-Medical Supplies	35,000.00		
26-4602 Fire-Rent - Fire Hydrants	24,000.00		
26-4700 Fire-Council approval			
26-6704 Fire-Asset Purchase			
26-8000 Budget Amendments	0.00		
Total 26-4000 Fire Exp	3,317,962.00		
33-4000 Depot			
33-4200 Depot-Electrical Utilities	3,100.00		
33-4206 Depot-Water Utilities	250.00		
33-4508 Depot-Repair & MTC - Building	11,500.00		
33-8000 Budget Amendments			
Total 33-4000 Depot	14,850.00		
34-4000 Visitor's Center			

34-4200 Visitor's Center-Electrical Utilities	1,500.00		
34-4202 Visitor's Center-Internet	1,200.00		
34-4204 Visitor's Center-Gas Utilities	1,400.00		
34-4206 Visitor's Center-Water Utilities	250.00		
34-4208 Visitor's Center-Sewer Utilities	500.00		
34-4400 Visitor's Center-Contract Services	1,000.00		
34-4508 Visitor's Center-Repair & MTC - Building	2,500.00		
Total 34-4000 Visitor's Center	8,350.00		
40-4000 Parks Exp			
40-4006 Parks-Retirement			
40-4200 Parks-Electrical Utilities	70,000.00		
40-4202 Parks-Cell / Wireless Services	1,500.00		
40-4204 Parks-Gas Utilities	3,500.00		
40-4206 Parks-Water Utilites	8,000.00		
40-4208 Parks-Sewer Utilites	1,500.00		
40-4306 Parks-Department Supplies	6,000.00		
40-4400 Parks-Contract Services	13,000.00		
40-4412 Parks-Community Programs	50,000.00		
40-4414 Parks-Downtown Beautification	15,000.00		
40-4416 Parks-Tree Commission	2,000.00		
40-4508 Parks-Repair & MTC - Building	25,000.00		
40-4514 Parks-Repair & MTC - General	8,000.00		
40-4516 Parks-Repair & MTC - Grounds	30,000.00		
40-6710 Parks - Emergency / Disaster	20,000.00		
40-8000 Budget Amendments	0.00		
Total 40-4000 Parks Exp	253,500.00		
50-4000 Development Exp			
50-4001 Development-Salaries & Wages	249,000.00		
50-4002 Development-Payroll Taxes	25,000.00		
50-4004 Development-Health Insurance	38,000.00		
50-4006 Development-Retirement	36,000.00		
50-4012 Development-Uniforms	1,000.00		
50-4015 Development-Ee Life & Disability Ins	0.00		
50-4018 Development-Employment Expense	100.00		
50-XXXX - Deveopment - Overtime	7,470.00		
50-4101 Development-Insurance - Deductible	5,000.00		
50-4131 Development-Const. Ind. Craft Train	3,000.00		
50-4200 Development-Electrical Utilities	2,500.00		
50-4202 Development-Telephone	2,000.00		
50-4203 Development-Cell / Wireless Services	4,000.00		
50-4206 Development-Water Utilities	300.00		
50-4208 Development-Sewer Utilities	500.00		
50-4300 Development-Office Supplies	4,000.00		
50-4303 Development-Copier & Printer Mtc	1,000.00		
50-4306 Development-Department Supplies	2,500.00		
50-4316 Development-Dues & Fees	1,000.00		
50-4324 Development-Computer Software	13,500.00		

50-4326 Development-Computer Hardware	15,000.00		
50-4330 Development-Education & Training	30,000.00		
50-4332 Development-Travel	2,500.00		
50-4400 Development-Contract Services	1,000.00		
50-4406 Development-Engineer Services	85,000.00		
50-4412 Development-Community Programs	50,000.00		
50-4500 Development-Repair & Maint Auto	30,000.00		
50-4520 Development-Fuel Expense - Auto	3,500.00		
50-6500 Development-Taxes & Recording Fees	2,700.00		
Total 50-4000 Development Exp	608,100.00		
51-4000 Storm Water Exp			
51-4318 Storm Water - Dues & Fees-Govt	0.00		
51-4330 Storm Water - Educ & Training			
51-4400 Storm Water - Contract Svcs	25,000.00		
51-4412 Storm Water - Community Programs	110,000.00		
51-4530 Storm Water - Dept Tools			
Total 51-4000 Storm Water Exp	135,000.00		
70-4000 Library			
70-4001 Library-Salaries & Wages	189,200.00		
70-4002 Library-Payroll Taxes	19,000.00		
70-4004 Library-Health Insurance	50,000.00		
70-4006 Library-Retirement	37,000.00		
70-4015 Library-Ee Life & Disability Ins	200.00		
70-XXXX - Library - Overtime	5,676.00		
70-4200 Library-Electrical Utilities	9,500.00		
70-4202 Library-Telephone	5,800.00		
70-4203 Library-Cell / Wireless Services	850.00		
70-4204 Library-Gas Utilities	2,000.00		
70-4206 Library-Water Utilities	450.00		
70-4208 Library-Sewer Utilities	1,500.00		
70-4300 Library-Office Supplies	2,000.00		
70-4306 Library-Department Supplies	2,000.00		
70-4308 Library-Pr Advertising	7,500.00		
70-4314 Library-Subscriptions	1,000.00		
70-4316 Library-Dues & Fees	1,400.00		
70-4326 Library-Computer Hardware	400.00		
70-4330 Library-Education & Training	1,500.00		
70-4332 Library-Travel	800.00		
70-4350 Library-Books - Juvenile	4,500.00		
70-4352 Library-Books - Adult	5,800.00		
70-4354 Library-Audio/Video	10,000.00		
70-4356 Library-Jeff Co Library System	40,000.00		
70-4400 Library-Contract Services	800.00		
70-4508 Library-Repair & MTC	2,200.00		
70-4600 Library-Rent - Building	12,000.00		
70-8000 Budget Amendments			
Total 70-4000 Library	413,076.00		

80-4000 Streets			
80-4001 Streets-Salaries & Wages	425,000.00		
80-4002 Streets-Payroll Taxes	46,620.00		
80-4004 Streets-Health Insurance	135,000.00		
80-4006 Streets-Retirement	81,000.00		
80-4012 Streets-Uniforms	5,000.00		
80-4015 Streets-Ee Life & Disability Ins	4,000.00		
80-4018 Streets-Employment Expense	25,000.00		
80-XXXX - Streets Overtime	12,750.00		
80-4101 Streets-Insurance Deductible	5,000.00		
80-4200 Streets-Electrical Utilities	165,000.00		
80-4202 Streets-Telephone	2,000.00		
80-4203 Streets-Cell / Wireless Services	1,300.00		
80-4204 Streets-Gas Utilities	5,000.00		
80-4206 Streets-Water Utilities	1,250.00		
80-4208 Streets-Sewer Utilities	1,000.00		
80-4304 Streets-Copier & Printer Mtc	250.00		
80-4306 Streets-Department Supplies	25,000.00		
80-4314 Streets-Subscriptions			
80-4400 Streets-Contract Services	275,000.00		
80-4406 Streets-Engineering Services	45,000.00		
80-4500 Streets-Repair & Maint Auto	15,000.00		
80-4502 Streets-Repair & MTC - Road Heavy	550.00		
80-4508 Streets-Repair & MTC - Building	10,000.00		
80-4510 Streets-Repair & MTC - Streets			
80-4516 Streets-Repair & MTC - Grounds	3,000.00		
80-4520 Streets-Fuel Expense - Auto	20,000.00		
80-4530 Streets-Department Tools	4,000.00		
80-4604 Streets-Equipment Rent/Lease	3,000.00		
80-6702 Streets-City Projects	50,000.00		
80-6704 Streets-Asset Purchase	50,000.00		
80-8000 Budget Amendments			
Total 80-4000 Streets	1,402,970.00		
83-4000 Solid Waste Exp			
83-4210 Solid Waste-Disposal Fee	65,000.00		
83-4300 Solid Waste-Department Supplies	900.00		
83-4502 Solid Waste-Repair & MTC -Auto	1,000.00		
83-4520 Solid Waste-Fuel Expense-Solid Waste	30,000.00		
83-4522 Solid Waste-Fuel Expense			
Total 83-4000 Solid Waste Exp	96,900.00		
Total Expenses	23,454,803.07		
Net Operating Income	518.54		

City of Leeds - Debt Service		
FY 2022 - OCT 22 - SEPT 23		
October 2022 - September 2023		
	Total	
	Actual	
Income		
09-3008 OCCUPATIONAL TAX		1,837,563.00
09-3399 GF to Debit Service Transfer		5,500,000.00
09-3904 INTEREST EARNED		5,043.78
09-3906 PEBA reimbursement (deleted)		
09-3906 PEBA REIMBURSEMENT (SCHOOL)		407,615.64
14-3106 TIF District Revenue		
Total Income	\$	7,750,222.42
Gross Profit	\$	7,750,222.42
Expenses		
09-1392 2015 PEBA		416,486.51
09-1393 2016 PEBA		313,746.76
09-1394 2017 PEBA		2,357,785.13
09-4400 Tax Collection Fees		3,509.64
09-4710 REFUND & SHORTFALL		686,926.42
09-4716 2018 GENERAL OBLIGATION SERIES		859,901.71
09-4800 Service Charge		274.78
09-6100 BOND FEES		5,500.00
09-6200 2017-A GENERAL OBLIGATION SERIES		277,606.96
09-6400 2020A GO WARRANTS		93,419.76
09-6401 2020B GO WARRANTS		1,704,302.18
09-6402 2020C GO WARRANTS		184,182.60
09-6500 2021A GO Warrants		25,832.46
09-6501 2021B GO Warrants		77,102.52
19-6507 2017 GO SCHOOL SERIES		598,674.86
40-6300 2017-B PARKS (MEMORIAL)		144,970.13
Total Expenses	\$	7,750,222.42
Net Operating Income	\$	0.00
Net Income	\$	0.00
Tuesday, Sep 27, 2022 05:41:45 AM GMT-7 - Accrual Basis		

City of Leeds - Gas Tax	
FY 2023 - OCT 22 -SEPT 23 - Proposed	
October 2022 - September 2023	
	Total
Income	
04-3000 Four Cent Revenue	
04-3800 GAS TAX	120,957.91
04-3904 INTEREST EARNED	291.99
Total 04-3000 Four Cent Revenue	\$ 121,249.90
07-3000 Seven Cent Revenue	
07-3800 7 CENT GAS TAX	113,085.84
07-3801 JEFF CO ROAD TAX	253,178.44
07-3850 Rebuild Alabama	98,860.78
07-3904 7 CT INTEREST EARNED	1,043.06
Total 07-3000 Seven Cent Revenue	\$ 466,168.12
Total Income	\$ 587,418.02
Gross Profit	\$ 587,418.02
Expenses	
04-4000 Four Cent Expenses	443.14
04-6702 CITY PROJECTS	120,000.00
Total 04-4000 Four Cent Expenses	\$ 120,443.14
07-4000 Seven Cent Expenses	0.00
07-4200 ELECTRICAL UTILITIES	
07-4400 CONTRACT SERVICES	90.84
07-4510 7 CT RPR & MTC - STREETS	460,000.00
07-4514 RPR & MTC - GENERAL	
Total 07-4000 Seven Cent Expenses	\$ 460,090.84
Total Expenses	\$ 580,533.98
Net Operating Income	\$ 6,884.04
Net Income	\$ 6,884.04
Monday, Sep 26, 2022 11:04:10 AM GMT-7 - Accrual Basis	

File Attachments for Item:

13. Resolution 2022-10-02: Consider Lease Renewal of meeting space at the Civic Center

**CITY OF LEEDS
RESOLUTION NO.: 2022-10-02**

AUTHORIZING LEASE RENEWAL FOR KNIGHTS OF COLUMBUS – CIVIC CENTER.

WHEREAS, in the City Council previously approved the Knights of Columbus to lease certain City space located at the Civic Center to conduct business and hold events beginning on January 1, 2022; and

WHEREAS, the subject lease was effective for a period of six (6) months and is due to be renewed; and

WHEREAS, the lease and its related terms and conditions have been determined to provide a general public benefit for the public.

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

1. The current lease for the Knights of Columbus (Renewal Agreement attached) is hereby approved to be renewed based on the same terms and conditions for a period of twelve months beginning on October 1, 2022.
2. The Mayor and staff shall have the full authority to do those things, perform those functions, make such decisions, and to sign necessary documentation in order to carry out and fully complete the actions so authorized herein.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA on this 3rd day of October, 2022.

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 3rd day of October, 2022.

Toushi Arbitelle, City Clerk

LEASE AGREEMENT

This Lease Agreement (this “Lease”) is made effective by and between **THE CITY OF LEEDS, ALABAMA**, an Alabama municipal corporation (the “Landlord”) and **the KNIGHTS OF COLUMBUS, an Alabama non-profit entity** (the “Tenant”).

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property and improvements being, lying and situated in the City of Leeds, Jefferson County, Alabama, such real property having a street address of 1000 Park Drive, Leeds, AL 35094 and more commonly known as the City of Leeds Civic Center;

WHEREAS, Landlord desires to rent and lease to Tenant the Premises (as defined below) upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PREMISES.** Landlord does hereby rent and lease to Tenant, for its non-exclusive use, certain limited meeting space within the Civic Center, lying and situated inside of the Civic Center in the City of Leeds, Alabama, Jefferson County, Alabama, having a street address of 1000 Park Drive, Leeds, AL 35094 and more commonly known as the Civic Center Meeting Room (the “Premises”) based on the following terms, conditions and limitations:
 - a The Premises will be made available on two days per calendar month as coordinated with and approved by the Senior Center Director for the City of Leeds.
 - b All Tenant events held within the Premises shall end no later than 9:00 pm.
 - c All events shall be subject to full compliance with all existing requirements of the City Code. Non-compliance shall result in immediate denied access to the subject Premises.
 - d The Tenant shall maintain a general liability policy covering, without limitation, any and all activities, events, occurrences, claims, damages, etc. resulting in any manner from this Lease, from the Tenant’s presence at the Premises, or from the presence of any individual on the site as a foreseeable result of this Lease. Such policy shall name the City of Leeds, its employees, its officials, and its agents as additional insureds.

2. **TERM.** The initial term of this Lease shall be for a period commencing on October 1, 2022 and expiring on September 30, 2023 (i.e. twelve calendar months). The term of this Lease may be extended for one or more additional periods of twelve months each (“Renewal Term”), upon mutual agreement between the Landlord and Tenant. This Lease may be terminated by either Landlord or Tenant, by giving thirty (30) days advance written notice to Tenant or Landlord, as the case may be. Notwithstanding anything written or implied herein to the contrary, the Tenant shall not be allowed to occupy the Premises during any default as determined by the Landlord.

3. RENTAL.

- a The monthly rent amount during the term of this Agreement, as may be extended as set forth in Paragraph 2 above, is **Four Hundred Dollars and zero cents (\$400.00) (the "Rental Amount")**.
- b All rent payments hereunder shall (i) be made by check, money order or cashier's check (no cash), and (ii) be delivered to Landlord at Landlord's address as set forth in the notice section to this Agreement on or before the due date and without demand.
- c In the event that any check for the payment of rent or other charges under this Agreement is dishonored, Tenant agrees to pay, in addition to any late fees hereunder, a \$100.00 fee for each dishonored check.
- d The Rental Amount shall be reevaluated by the Landlord during any Renewal Term and may potentially increase in the sole discretion of the Landlord.

4. USE.

- a The Premises shall be used by the Tenant for public events and meetings sponsored by the Tenant, and for no other purposes. The Premises shall not be used for any illegal purposes, nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate or adversely affect the coverage of the insurance, or increase the rate of insurance on the Premises. Tenant shall, at its own expense, promptly comply with any and all municipal, county, state and federal statutes, regulations and/or requirements applicable or relating to the use or occupancy of the Premises. Landlord shall have the right to use the Premises for any reason whatsoever at all times not otherwise scheduled for use by Tenant.
- b **Notwithstanding anything herein this Agreement to the contrary, Tenant understands that the space being leased belongs to a governmental entity, that governmental functions and related uses takes precedent over any other use of a governmental building, and that in the event that the Landlord deems the space as needed for the use of any governmental function or other reason related to the operations of the Landlord, the Tenant may not be able to occupy the Premises for any reason or for any amount of time during the period of use by the Landlord. In the event of such unavailability of use of the Premises, the Tenant shall NOT receive any refund of the Rental Amount paid and shall not be entitled to an offset of any Rental Amount owing to the Landlord.**

5. TENANT'S ACCEPTANCE. Tenant acknowledges that it has been afforded an opportunity to inspect the Premises and accepts the Premises "as is, where is" and as suited for Tenant's intended use thereof.

6. ASSIGNMENT AND SUBLETTING. Tenant shall not, whether by operation of law or otherwise, assign, transfer, hypothecate or otherwise encumber this Lease or any interest herein and shall not sublet or permit the use by others of the Premises or any portion thereof without obtaining in each instance Landlord's prior written consent.

7. HOLDING OVER. If Tenant remains in possession after the expiration or the termination of this Lease, it shall be a tenant at sufferance only and there shall be no renewal hereof by operation of law.

8. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations, decorations, installations, additions, improvements or replacements in, to or about the Premises without Landlord's prior written consent, which consent may be withheld by Landlord for any reason or for no reason.
9. MAINTENANCE OF THE PREMISES. Landlord shall not be required to make any repairs or improvements to the Premises, except structural repairs necessary for safety and tenantability and repairs to the plumbing and electrical systems. Tenant shall permit no waste, except normal wear and tear with due consideration for the purpose for which the Premises are leased. Tenant shall maintain and replace, at its cost and expense, all light bulbs located on the Premises whether located inside or outdoors. Landlord is under no obligation to provide cleaning services for the Premises. Tenant shall keep the Premises in a clean and neat condition, maintain the aesthetics of the Premises in a presentable condition, including the landscaping and yardwork, perform all routine maintenance, and perform repairs not required of Landlord.
10. ENTRY BY LANDLORD. Landlord or its agents may enter the Premises at any time whatsoever to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, and to make repairs, improvements, alterations or additions which Landlord shall deem necessary for the safety, preservation or improvement of the Premises or to make repairs or modifications to any adjoining space.
11. DEFAULT. Upon the occurrence of any default by Tenant under this Lease, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of terminating this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the expiration date of the Term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice.
12. DESTRUCTION OF PREMISES. In the event the Premises are damaged or destroyed by fire or other cause rendering the Premises untenable, in the sole discretion of Landlord, then either Landlord or Tenant may terminate this Lease by written notice to the other party.
13. TENANT'S OBLIGATIONS UPON TERMINATION. Upon expiration or termination of this Lease by notice as provided for in Section 2 herein, by default provided for in Section 11 herein, or by destruction of the Premises provided for in Section 12 herein, the Landlord and Tenant shall have the following obligations: (i) Tenant agrees to quit the Premises forthwith, leaving the Premises in the same condition the Premises are in on the effective date of this Lease, reasonable wear and tear excepted, and remove all of its personal property therefrom; and (ii) Landlord shall have the immediate right of reentry and may at Landlord's discretion either (A) remove all property from the Premises and sell or otherwise dispose of said property, or (B) remove all property to a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss, damage or damages which may be occasioned thereby. Upon any such expiration or termination, Landlord and Tenant shall have no further rights or obligations hereunder.

14. INDEMNIFICATION AND HOLD HARMLESS.

(a) Tenant shall indemnify and hold harmless Landlord and its officials, employees, and agents from and against (i) all fines, suits, claims, demands, losses, damages, liabilities, actions, judgments, costs, and expenses (including attorney’s fees and all other costs and expenses of defending against all such actions) resulting or alleged to result from any breach, violation or nonperformance of any covenant or condition hereof by Tenant, and (ii) all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments suffered by, recovered from or asserted against Landlord on account of injury or death to persons or damage to property (including attorney’s fees and all other costs and expenses of defending against all such actions) to the extent that any such damage, injury or death (A) may be incident to, arise out of, or be caused either proximately or remotely, wholly or in part, by any act, omission, negligence or misconduct on the part of Tenant or any of its agents, servants, employees, contractors, patrons, guests, licensees, invitees, or of any other person entering upon the Premises under or with the express or implied invitation or permission of Tenant, (B) is the result, proximate or remote, of the violation of any law, ordinance or governmental order of any kind or of any of the Rules and Regulations included in this Lease (as such Rules and Regulations may hereafter at any time or from time to time be amended or supplemented) by Tenant or any of its agents, servants, employees, contractors, patrons, guests, licensees, invitees or of any other person entering upon the Premises under or with the express or implied invitation or permission of Tenant, or (C) may in any other way arise from or out of the occupancy or use of the Premises by Tenant, its agents, servants, employees, contractors, patrons, guests, licensees, invitees, or of any other person entering upon the Premises under or with the express or implied invitation or permission of Tenant. Anything in this Section 14(a) to the contrary notwithstanding, Tenant shall not indemnify Landlord against Landlord’s own gross negligence or willful misconduct.

(b) Tenant shall give notice to Landlord of any defective condition in or about the Premises known to Tenant, and further agrees to attempt to contact Landlord by telephone immediately in such instance.

15. NOTICES. Every notice, demand or request hereunder shall be in writing, and shall be deemed to have been properly given if delivered personally or by a nationally recognized overnight courier service, or if deposited with the United States Postal Service (or any official successor thereto) designated certified mail, return receipt requested, bearing adequate postage and addressed as follows:

If to Tenant: Knights of Columbus
c/o John Bernard
6244 US Highway
Pell City, AL 35125
Telephone: 205-382-6042

If to Landlord: The City of Leeds
Leeds City Hall
1400 9th Street
Leeds, AL 35094
Attn: City Clerk

The foregoing addresses may be changed by fifteen (15) days prior written notice from time to time given as provided herein.

- 16. SUCCESSORS AND ASSIGNS. The covenants, conditions and agreements herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its heirs, executors, administrators, successors and assigns, and shall inure to the benefit of Tenant and its permitted assigns.
- 17. GOVERNING LAW. The laws of the State of Alabama and St., Clair County shall govern the validity, performance and enforcement of this Lease.
- 18. ATTORNEYS' FEES. In any law suit or court action between Landlord and Tenant arising out of or under this Lease, the prevailing party in such law suit or court action shall be entitled to and shall collect from the non-prevailing party the reasonable attorneys' fees and court costs actually incurred by the prevailing party with respect to said lawsuit or court action.
- 19. LIMITATION OF LIABILITY. Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Premises.
- 20. RULES AND REGULATIONS. Tenant shall strictly abide by the Rule and Regulations attached hereto as Exhibit A (the "Rules and Regulations"). Landlord may from time to time amend the Rules and Regulations or adopt certain other rules and regulations with respect to the Premises. Tenant, its employees and agents, will perform and abide by all said rules and regulations.

IN WITNESS WHEREOF, the parties hereto have herein set their hands and seals, the day and year set forth below, effective as of the day and year first above written.

Attest:

Toushi Arbitelle, City Clerk

LANDLORD:
THE CITY OF LEEDS, ALABAMA

By: _____
Name: David Miller
Title: Mayor

Date Executed: _____, 2022

Witness:

Print Name: _____

TENANT:
KNIGHTS OF COLUMBUS

Knights of Columbus
c/o John Bernard
6244 US Highway
Pell City, AL 35125
Telephone: 205-382-6042
Date Executed: _____, 2022

EXHIBIT A

RULES AND REGULATIONS

1. Sidewalks and public portions of the Premises, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls, shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. No curtains, blinds, shades, louvered openings or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the Premises shall not be covered or obstructed by Tenant.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the Premises or on corridor walls, without the express written permission of Landlord. Landlord may, if Tenant violates this provision, remove same without any liability, and any expense incurred in such removal shall be payable by Tenant.

4. Water closets and other plumbing fixtures shall be used in a proper and safe manner. All damages resulting from any misuse of the fixtures by, through or under Tenant shall be borne by Tenant.

5. Tenant shall not deface the Premises.

6. No bicycles, vehicles or animals (except seeing eye dogs) shall be brought into or kept in or about the Premises. No cooking shall be done or permitted by Tenant on the Premises except in conformity with law and then only in the existing kitchen which serves the entire Premises. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

7. No portion of the Premises shall be used for manufacturing or distribution, or for the sale of merchandise, goods or property.

8. Tenant shall not make, or permit to be made, any disturbing noises or disturb or interfere with occupants of the Premises or those having business with them.

9. Neither Tenant, nor any of Tenant's agents, employees, contractors, licensees or invitees, shall at any time put up or operate fans or electrical heaters or bring or keep upon the Premises inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning fluids or solvents required in the normal operation of Tenant's business offices. No offensive gases or liquids will be permitted.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof, without the prior written approval of Landlord and unless and until a duplicate key is delivered to Landlord. Tenant shall, upon termination of its tenancy, restore to Landlord all keys of stores,

offices and toilet rooms, either furnished to, or otherwise procured by, Tenant. Tenant shall pay to Landlord the cost of any replacement keys.

11. All moves in or out of the Premises, or the carrying in or out of any safes, freight, furniture or bulky matter of any description, must take place during the hours which Landlord determines for such activity from time to time. Landlord reserves the right to inspect all freight to be brought into the Premises and to exclude from the Premises all freight which violates these Rules or the Lease.

12. The Premises shall not be used for lodging or sleeping.

13. Canvassing, soliciting and peddling in the Premises are prohibited, and Tenant shall cooperate to prevent the same.

14. No painting shall be done (other than as provided for in the Lease Agreement), nor shall any alterations be made, to any part of the Premises by putting up or changing any partitions, doors or windows, nor shall there be any nailing, boring or screwing into the woodwork or walls, except for the purpose of hanging pictures, plaques or items similarly situated, nor shall any connection be made to the electric wires or electric fixtures, without the consent in writing on each occasion of Landlord. No sunscreen or other films shall be applied to the interior surface of any window glass. All glass, locks and trimmings in or upon the doors and windows of the Premises shall be kept whole, and when any part thereof shall be broken, the same shall be immediately replaced or repaired and put in order at Tenant's expense under the direction and to the satisfaction of Landlord, and shall be left whole and in good repair.

15. Parking facilities for the Premises, if any, shall be used by vehicles that may occupy a standard parking area only. The use of such parking facilities shall be limited to normal business parking and shall not be used for overnight parking.

16. Smoking shall not be permitted in any areas of the Premises. For purposes hereof, "smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other smoking equipment or device in any manner or form including electronic smoking devices of any type.

17. Landlord reserves the right to modify or delete any of the foregoing Rules and to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Premises, and for the preservation of good order therein. Landlord shall not be responsible to any tenant for the non-observance, or violation, of any of these Rules by other tenants.