



CITY OF LEEDS, ALABAMA

CALLED COUNCIL MEETING AGENDA

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

September 27, 2023 @ 5:00 PM

To view this meeting online:
<https://meet.goto.com/CityofLeeds>

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.

NEW BUSINESS:

- [1.](#) Ordinance 2023-09-01: Consider Amending and Supplementing City Building and Construction Ordinance - Chapter 10
- [2.](#) Resolution 2023-09-09: Consider Approval of Fiscal Year 2023-2024 City Budgets
- [3.](#) Resolution 2023-09-10: Consider Authorization and Ratification of Cost of Living Adjustments
- [4.](#) Resolution 2023-09-11: Consider approval of ALDOT Traffic Signal Agreement for Exit 140 Eastbound Exit Ramp

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.cognitofrms.com/CityOfLeeds1/PublicParticipationSpeakersSignUpSheet>

QR code to sign up



File Attachments for Item:

1. Ordinance 2023-09-01: Consider Amending and Supplementing City Building and Construction Ordinance - Chapter 10

ORDINANCE NUMBER 2023-09-01

AMENDING AND SUPPLEMENTING CERTAIN PROVISIONS OF THE CITY BUILDING & CONSTRUCTION ORDINANCE – CHAPTER 10

WHEREAS, the City of Leeds is generally authorized by statute to adopt and to enforce rules, regulations in order to protect the health, safety, morals, welfare, well-being and comfort of their inhabitants and the public at large to enact, adopt, and enforce ordinances regulating the use, control, repair, and maintenance of buildings, dwellings, and structures of all types and descriptions; and

WHEREAS, building projects in the City are often developed, constructed or managed by professional individuals or entities that are certified and/or licensed and authorized to act by the State of Alabama, and these individuals or entities are equipped with the knowledge and expertise to understand and to interpret the various rules, regulations and ordinances adopted by the City in regard to building and construction; and

WHEREAS, pursuant to City Ordinance 2015-04-04, the City of Leeds and all of its departments operate according to, without limitation, the 2015 version of the ICC Building, Energy, Fire, Plumbing, Mechanical, and Electrical codes; and

WHEREAS, the ICC authorizes building officials to engage private sector inspectors to provide reports and to conduct inspections, and there is a modern trend for governmental entities to allow such professionals to be an integral part of the inspections and the approval process for building and construction projects; and

WHEREAS, although City inspections officers and Fire Marshal remain a necessary part of the City Building Inspections and code enforcement efforts, certified or licensed professional involvement could supplement the City's enforcement and oversight of building and construction projects while lessening the daily involvement of City inspection officers and dramatically streamlining the building and construction approval process for citizens and builders alike; and

WHEREAS, the trend of some entities is to provide a voluntary program whereby willing licensed or certified professionals register with the local governmental entity and become a self-inspections provider and authorized to perform their inspections and approvals during and throughout the permitted project; and

WHEREAS, the City Code of Ordinances does not currently include an allowance for a Self-Inspections Program allowing certified or licensed individuals or entities to be authorized by the City to perform certain building project inspections and approvals; and

WHEREAS, it is prudent for the City to consider ways to provide efficiency, speed, and less regulation in its efforts to enforce ordinances for the benefit, safety and general welfare of the citizens, and this Program could potentially provide such benefits.

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

1. That Chapter 10, Article 10 of the City Code of Ordinances (the City Building and Construction Code) be amended or supplemented as follows:

“Section 10-7

- A. Access.** The City shall ensure that necessary accommodations are made so that the submittal of all building and construction permits required by the City of Leeds can be made during normal established business hours, at the customer's option, either in person or by electronic means through internet access.

Section 10-8

- A. Exemptions from Permitting.** Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of any laws or ordinances of this jurisdiction, nor shall ordinary repair exemptions provided herein include alteration or relocation of any water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety. Subject to necessary measures taken for the protection of public health and safety, City Building and Construction Permits shall not be required for the categories of projects described as follows:

Building:

- a. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet.
- b. Fences not over 7 feet high.
- c. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
- d. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
- e. Sidewalks and driveways.
- f. Painting, papering, tiling, carpeting, cabinets, counter tops and similar non-structural finish work.
- g. Prefabricated swimming pools that are less than 24 inches deep.
- h. Swings and other playground equipment.
- i. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
- j. Wooden porches/decks not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point.
- k. Wooden flooring repairs to porches/decks and steps which do not include structural components.

Electrical:

- a. Cord-and-plug connected temporary decorative lighting.
- b. Reinstallation of attachment plug receptacles.
- c. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
- d. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
- e. Minor repair work, including the replacement of lamps or the connection of portable electrical equipment or kitchen appliances to approved permanently installed receptacles. Such repair exemption shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements;

Gas:

- a. Portable heating, cooking or similar appliances.
- b. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- l. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

- a. Portable heating appliances.
- b. Portable ventilation appliances.
- c. Portable cooling units.
- d. Steam, hot or chilled water piping within any heating or cooling equipment regulated by the City Code.

- e. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- f. Portable evaporative coolers.
- g. Self-contained refrigeration systems containing 10 pounds or less of refrigerant or that are actuated by motors of 1 horsepower or less.
- h. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Plumbing:

- a. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
- b. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of structural components.

Section 10-9

A. Minor Permits.

- a. A Minor Permit is a residential permit for which no construction plans are required, and the applicant may obtain a same-day permit without project inspection, subject to the following requirements:
 - i. Payment for the associated Permit Fee has been received by the City.
 - ii. Completion of the Minor Permit Form/Application.
 - iii. Work is being performed by a licensed contractor or certified technician.
 - iv. Inspections personnel reserves the right to request application errors to be re-submitted.
- b. The following scopes of work are considered eligible for Minor Permits:
 - i. Residential Water Heaters (excludes tankless systems):
 - Replacement equipment/tanks shall be comparable new equipment.
 - The tank size, fuel source type, and venting will remain the same.
 - Manufacturer's installation instructions must be submitted at the time of application.
 - ii. Residential Re-Roofs –
 - Asphalt shingles only.
 - Replacement of decking or structural components will require traditional inspection requirements.
 - iii. Residential Electrical Minor Work, excluding rewiring projects:
 - Main and sub service panels
 - Addition of new electrical circuit
 - iv. HVAC Replacement – removal and replacement of existing HVAC unit – Where applicable, Contractor will ensure that:
 - Heating and cooling equipment shall be sized in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies.
 - New or replacement heating and cooling equipment shall have an efficiency rating equal to or greater than the minimum required by federal law for the geographic location where the equipment is installed.
 - Proof of load calculations shall be turned in with permit application to be eligible.
 - Load calculation documentation shall be accurately provided via hand written forms or via any online application/software designed for said purpose. By way of example only and without limitation or endorsement, the following software applications may be used to provide and prove load calculations:

- a. HeatCAD
- b. EDS HVAC
- c. Wrightsoft
- d. ServiceTitan
- e. LoadCalc
- f. HVAC Load Calculator

Section 10-10

A. Umbrella Permitting:

- a. When considering residential additions, repairs and new construction projects, the City code enforcement official shall allow initial permit applications to be submitted on an all-inclusive City application form which is designed to eliminate the need for separate trade permitting forms for subcontractors, electrical, plumbing, gas, mechanical and erosion control. This requirement will provide an alternative, but separate trade permitting will remain allowable.
- b. The costs for Umbrella Permitting shall be 1.2% of the value (labor, equipment, materials) of the project being performed for remodeling projects and based on a cost per square footage basis for new construction and building additions.

Section 10-11

A. General Permitting Guidelines.

- a. When considering the structural or non-structural components of any commercial or residential project subject to permitting authorization in the City, upon the presentation to the City Inspections Office of a completed City-generated *Owner/Contractor Verification and Hold-Harmless Form*, said document shall be valid and sufficient proof that the subject project is not structural and therefore will not require additional professional approval or Construction Drawings from an engineer, architect or other design professional.
- b. Unless the work is otherwise exempt from permitting requirements, copies of the construction contract between the owner and the contractor shall be provided to the City to validate contract value in the following situations:
 - i. Commercial building and construction projects being performed by contractors not possessing a license as a General Contractor AND not exceeding a project value of \$50,000.00 (labor, materials and equipment only).
 - ii. Residential building and construction projects being performed by contractors not possessing a license as a Home Builder AND not exceeding a project value of \$10,000.00 (labor, materials, and equipment only).
- c. In the event that commercial building and construction projects are being performed by contractors not possessing a license as a General Contractor AND the project value does not exceed \$50,000.00 in value (labor, materials and equipment), there shall be no additional requirement for said project to be performed by a licensed Home Builder.
- d. The failure of City employees to inspect projects exempted from inspections, or otherwise subject to only limited review, by City Ordinance or directive shall not be considered a dereliction of duty or negligence by the employee, and said employees shall be held harmless and defended for not performing any such inspection or otherwise limiting the inspection pursuant to City Ordinance.

B. Permit Fee Calculations. The schedule of permit fees as maintained by the City for Building and Construction permits shall be based on the following calculation methods for the associated category of permitting:

New construction and additions -	Square footage of the proposed project area (fees for non-living areas shall be calculated at ½ the rate of living area).
Remodels -	Value of project (Labor, Materials and Equipment only)
Other permits -	Flat Fees

Section 10-12

A. SELF INSPECTION PROGRAM OVERVIEW: The following section contains a building and construction inspections and approval program which shall be voluntary in nature, shall be known as the “Leeds Alabama Self-Inspections Program”, and shall be applicable to both residential and commercial projects.

As part of this Program, Providers will be able to immediately begin their work and to inspect their own projects following the initial submittal of a permit application. The Program does not require onsite or document inspections of any type by City employee or officials. The Provider is in control of such inspections and is only required to submit a Certificate of Occupancy/Completion for signature once the project is completed or ready for occupancy. The City Inspections Department will only retain the initial application/documents and a copy of the Certificate of Occupancy as presented by the Provider. It will be up to the Provider to maintain inspection reports, documentation and proof of Code compliance.

B. PROGRAM PURPOSE:

- a. This Program is intended to streamline, accelerate, simplify, and to lessen the administrative burden on building and construction projects within the city of Leeds.
- b. This Program is intended to be an alternative and not a replacement to the traditional City program and methods of inspecting and certifying building projects.
- c. As the key element of the Program, authorized Providers will conduct Self-Inspection of specified plan reviews and required inspections for identified building projects within the City of Leeds.
- d. To participate in the Self-Inspection Program, any authorized Provider must meet all the requirements and qualifications outlined in these guidelines and to maintain approved registration in good standing with the City while providing the allowed services.
- e. It is the intent of the City to maintain the mission to support safe, sound accessible construction practices and to give workable guidelines to perform the necessary support for Provider plan review and inspection services.

C. ELIGIBLE PROJECTS

- 1) Registered Providers, whether individuals or entities, may provide plan review and inspection services to builders, developers, to their own company and others who require plan review and inspection services for applicable projects.
- 2) The Building Official registers all authorized Providers to assist in the review and inspection process for

eligible projects including the following types of plan reviews and/or inspections: *Building, Electrical, Plumbing, Mechanical, Energy*.

- 3) If there is a dispute with the Building Inspector over whether a project is eligible for Self-Inspection under these rules, the Provider or other aggrieved party can appeal to the Construction Variance Board on an Appeal Form as provided by the City.

D. AUTHORITY OF THE CITY OF LEEDS

- 1) The City of Leeds retains the authority to provide its own code interpretations, to require variances in accordance with applicable law, to require appeals to be filed with the applicable City Boards and Commissions, and to modify this Program at any time.
- 2) This Program is complementary in all respects and shall in no way dilute, curtail, limit or otherwise change the statutory authority or requirements of the City of Leeds provided by Federal, State or municipal law, rule or regulation.
- 3) This Program does not waive requirements when State or Federal specifically requires that a building official perform certain reviews or inspections. By way of example, without limitation, unless otherwise stated this Program shall not act to limit the ADECA Energy and Residential Code requirements related to reviewing and identifying energy efficiency ratings of certain construction activities.

E. COMPANY AND INDIVIDUAL QUALIFICATION AND REQUIREMENTS FOR REGISTRATION

- 1) Evidence of minimum qualifications to perform Provider services for a particular field or discipline may include but are not limited to:
 - a) experience with municipal or site plan review and inspections.
 - b) professional education and accreditation.
 - c) certification from model code organizations.
 - d) applicable trade licenses.
 - e) design professional licenses.
 - f) other applicable accreditation(s) or certification(s).
- 2) Minimum requirements for registration as a Self-Inspection Provider:
 - a) Completion of City Application for Registration as a Self-Certified Provider Form including Certificates of Insurance as prescribed on said form.
 - b) Completion of City Indemnification and Conflict of Interest Form.
 - c) Designate a “Professional-in-Charge” and/or a “Technical Point of Contact” responsible for all matters of compliance who has at least one of the qualifications, as applicable, identified as follows:
 - i. Registered professional engineer (Commercial)
 - ii. Licensed architect or (Commercial)
 - iii. An ICC Certified Building Official (Commercial)
 - iv. An individual holding an Alabama Home Builders License (or Residential)
 - v. A Master Alabama Electrical Contractors License (Residential – Electrical)
 - vi. A Master Alabama Plumbing Contractors License (Residential - Plumbing)
 - vii. A Master Alabama HVAC Contractors License (Residential – HVAC)
 - viii. A Master Gas Fitters Contractors License (Residential – Gas)
 - d) Payment of either the annual Application fee for each Provider entity or the associated fee for each one-time project-specific Application.

F. FORM REGISTRATION OF SELF-INSPECTION PROVIDERS

- 1) Firms **and** individuals wishing to be registered as Providers must complete an "*Application for Registration as a Self-Inspection Provider*" as provided by the City Building Official.
- 2) Upon review and acceptance of a person or firm's qualifications, that firm or individual may be registered as a Self-Certifying Provider (also known herein as the "Provider") subject to the rules contained within this Program.
- 3) A public list of authorized Providers will be maintained by the City Building Official.

G. REVIEW, APPROVAL, DENIAL, SUSPENSION AND REVOCATION AND APPEAL OF THE APPLICATION FOR PROVIDER REGISTRATION

- 1) Provider registration shall be granted to an applicant by the Building Official within seven (7) business days of the filing of the Application unless the Building Official finds from a preponderance of the evidence presented that:
 - a) False or misleading information is contained in the Application or required information is omitted.
 - b) The applicant's certification(s), license(s), experience, and minimum training specified in the Application are insufficient.
 - c) The applicant has failed to pay past fees associated with building inspections.
 - d) The applicant has been subject to disciplinary action within another municipality or jurisdiction for failure to meet their minimum standards.
 - e) Other requirements or rules of the Program have not been met.
 - f) Other factors have been reasonably determined by the Building Inspector to represent a potential threat to public or citizen safety.
- 2) An original Application which is denied as outlined above may be amended one time within ten (10) days of the absolute denial.
- 3) Any amended Application shall be reprocessed in the same manner as the original Application without any additional fee being assessed.
- 4) Original Application fees are considered non-refundable.
- 5) Subsequent amendments to the Application must be processed as an original Application subject to the appropriate fees.
- 6) The City through its Inspection Services Department reserves the right to deny registration to any firm or individual for due cause of unsatisfactory workmanship and/or performance not meeting the minimum qualifications.
- 7) Firms or individuals who wish to appeal a denial of registration may do so by filing an appeal to the Construction Variance Board within 15 days on an Appeal Form provided by the City.
- 8) A Provider's registration may be suspended or revoked if, in the opinion of the Building Official or his designee, the self-Inspection organization or individual does not perform services in a manner that ensures compliance with all applicable City codes.
- 9) Firms or individuals who wish to appeal a suspension or revocation from the list of registered firms or individuals may do so by filing an appeal within 15 days with the Construction Variance Board on a City Appeal Form.
- 10) If a Provider has their registration suspended or revoked, all active permits and/or plan reviews associated with the Provider shall be placed on hold until the project owner decides on an alternate method of compliance.
- 11) The City of Leeds shall not provide nor be held responsible for any refund or compensation to any Provider, individual, general contractor, developer, owner, or applicant for fees paid by or to a Provider or individual that has their registration suspended or revoked.

H. USE OF MULTIPLE SELF-INSPECTION PROVIDERS TO PROVIDE PLAN REVIEW AND

INSPECTION SERVICES

- 1) Projects that utilize Provider services may use a Provider for either plan review, inspections, or both.
- 2) Projects may use different Providers for their plan review and their inspections. However, there must be plan review and field inspections of projects for all four trades [i.e. building, electrical, mechanical, and plumbing.
- 3) A project may have only one registered Provider for each separate plan review or inspection function.

I. PROCEDURE TO EMPLOY SELF-INSPECTION PROVIDERS IN THE CITY

- 1) Developers, owners, contractors, or builders who wish to employ Providers may contact the Development Services Department for the City's current list of authorized Providers, **or** any developer, owner, contractor or builder may seek approval and be registered to act as their own Provider.
- 2) The City only represents that the Provider firms or individuals meet the minimum criteria for education, experience, licensing, and certification to perform plan reviews and inspection services. It is up to the Owner, developer and the Self-Inspection Provider to agree on service costs, the schedule of services provided, and any other arrangements between the two parties.
- 3) The City is NOT responsible for compensating Self-Inspection Providers, nor will the City intervene in any disputes regarding the appropriateness of fees assessed or the quality or timeliness of services provided.
- 4) Once a Provider has been hired or designated for any given project, the City will not intervene or duplicate the efforts of the Provider unless a written complaint of maleficence or code violations is filed in accordance with this Program.
- 5) Projects that utilize Providers must still apply for all applicable permits from the Development Services Department and pay all applicable fees as outlined on the adopted Building Permit Plan Review and Inspection Fee Schedule.
- 6) Depending on the type of project, identified herein this ordinance as an excluded project, additional plan review and inspections may be required by City staff in addition to the services provided by the Provider.
- 7) The registered Provider may act as an agent (permit applicant) for the owner. A Statement of Compliance with the City's plan review procedures must be executed by the Provider and be submitted with the building permit Application.
- 8) The owner of a project who wishes to utilize the registered Provider for inspection services must execute the City's Provider Inspection Designation Form prior to beginning work.

J. QUALITY CONTROL

- 1) In the event of a written non-compliance complaint by an aggrieved party or other verified good cause, any Self-Inspection plan is subject to audit by the appropriate City Department to determine whether the plans and/or projects are generally following Federal, State and City of Leeds codes, ordinances, and standards as applicable.
- 2) All written complaints shall be submitted to the Construction Variance Board for a determination as to whether an audit should be performed and as to which City department should be responsible for said audit.
- 3) The Construction Variance Board, based on the subject of the written complaint, shall identify and limit the scope of the audit to be performed.
- 4) In the event that an audit has been ordered by the Board based on the written complaint, the written results of the ordered audit shall be returned in writing by the respective Department to the Construction Variance Board for its review within a time frame as ordered by the Board.
- 5) In the event that the Construction Variance Board determines, as a result of an audit resulting from a written complaint, that a Provider is not performing in a manner to ensure compliance with applicable

codes, the Board retains the right to suspend or terminate the registration of the Provider at any time for good cause as a result thereof or to require remediation of any problem identified as a result of the audit findings.

- 6) No Provider shall be allowed to perform plan review or inspection services when in arrears or in default to the City of Leeds for delinquent taxes or assessments or on any debt or agreement, whether as defaulter or bondsman, or who has defaulted upon any obligation to the City by failing to perform satisfactorily any previous agreement within the past three (3) years.
- 7) The Provider, and not the City of Leeds, will be responsible for the cost of any changes or rework due to Provider mistakes, errors, or omissions made during project oversight by the Provider Program.
- 8) A company or individual Provider registration is subject to revocation or suspension by the Construction Variance Board if the company and/or individual violate any provision of this Program including but not limited to:
 - a) Obtaining a license, endorsement, or registration through error or fraud,
 - b) Providing plan review and or/inspections without the appropriate certification/license,
 - c) Willfully, negligently, arbitrarily, or repeatedly violating a municipal rule or ordinance that regulates building, mechanical, electrical, fire or plumbing code,
 - d) Making a misrepresentation of services provided or to be provided,
 - e) Making a false promise with the intent to induce a person to contract for a service,
 - f) Employing equipment, material, and methods that do not comply with City-approved codes, policies, or procedures,
 - g) Providing inspection services prior to issuance of a valid building permit by the City, and
 - h) Falsifying reports.
- 9) Any aggrieved individual may file a formal complaint against a registered Provider.
- 10) No investigation into a registered Provider shall be commenced as a result of hearsay information.
- 11) The formal complaint must be provided in writing on a City Complaint Form.
- 12) Any Complaint filed by an aggrieved party may be filed either in person at the City Clerk's office or online.
- 13) Any complaint found by the Board to be filed by someone who is not considered to be an aggrieved party, shall be dismissed without further proceedings.
- 14) Upon request, the Board shall have access the all project information in regard to the subject complaint.

K. EXCLUSIONS FROM THE PROGRAM

The following activities are explicitly excluded from the scope of work of this Program for commercial and residential submittals:

- 1) Approval of zoning for any project within a planned development
- 2) Granting of modifications or variances from any provision of the City of Leeds Construction, Fire Codes, or Building Codes, orally or in writing.
- 3) Approval of installations in vaults and other projections in public space without written documentation of such approval by the Department.
- 4) Site work where jurisdictional authority lies with agencies other than the Development Services Department.
- 5) Work subject to inspection and approval by the Historic Preservation Commission, Special Flood Hazard Areas, Storm Water, or similar entity of the City of Leeds.
- 6) Work subject to separate plan review and inspection from other City of Leeds Departments (example: Fire Department Inspections)

L. PUBLIC RECORDS

- 1) Records, information, and documents, whether finished, unfinished, or drafted, that are developed, prepared, completed, or acquired (hereinafter referred to as records) by the Self-Inspection Provider during the performance of services approved by this Program shall be submitted to the City on request as a result of an audit ordered by the Construction Variance Board. Such records shall include calculations, data, studies, surveys, reports, correspondence, memoranda, maps, models, photographs, drawings, and audio or video recordings.
- 2) The Self-Inspection Provider shall maintain all such materials for one year after the completion or termination of the working arrangements between the Self-Inspection Provider and the contractor/owner. The Provider shall agree to exercise due diligence in the safekeeping of any project documents.
- 3) The drawings, specifications, electronic files in all types of media, or other materials received by the Provider in connection with the performance of any work under the Program will be protected by Open Records Law and shall remain the property of the City or other rightful owner.
- 4) In the event that the Provider claims an exclusion to the Alabama Public Records Law, any document or item subject to said claim shall be specifically and clearly marked accordingly.

M. PROGRAM SERVICE FEE STRUCTURE

- 1) Voluntary Program fees for Providers are as follows:
 - a. \$500.00 for annual applications (entities or individuals) with no limit on number of projects.
 - b. \$100.00 for one-time project applications.
- 2) All fees and costs related to the performance of a Provider are initiated at the option of the Builder, Developer, or Owner, and said fees and costs shall be the responsibility of and paid by the Builder, Developer, or Owner.

N. INSPECTION DOCUMENTATION

- 1) The Provider in-charge is responsible for documenting and reporting to the City of Leeds Building Official for inspection conducted by the Provider at a permitted site based on reasonable request for information. Such requests for information will be limited to projects on appeal or other legally required circumstances.
- 2) Any such request to produce information may be appealed to the Construction Variance Board for a final determination and decision.
- 3) The Provider shall keep a log, reports, outcomes, checklists, photos, videos, or other documentation of all the construction inspections, and results, conducted, containing the permit number, date of issuance, the address of the approved project, the type of construction inspection conducted, and list of non-complying items that require corrections.
- 4) Copies of the logs, reports and similar documents shall be made available to the City in the event of an ordered audit.

O. PROGRAM FORMS. The following shall be, without limitation, official forms of the subject Self-Inspection Program as they may be amended from time-to-time by City staff:

- 1) Application for Registration as a Self-Inspection Provider
- 2) Project Application & Checklist – Commercial
- 3) Project Application & Checklist – Residential
- 4) Informational Submittal for Certificate of Occupancy
- 5) Certificate of Occupancy
- 6) Appeal Form
- 7) Provider Certification Form

- 8) Owner Acknowledgment
- 9) Provider Complaint Form

- 2. The provisions of this ordinance are severable. If any provision, section or portion is held by a court of competent jurisdiction to be invalid or unconstitutional, it shall not affect the validity or constitutionality of the remaining provisions.
- 3. This ordinance shall be effective on the first day of the first month following its publication.
- 4. All ordinances or parts of ordinances in conflict with the provision contained herein are hereby repealed to the extent of said conflict.

ADOPTED and APPROVED this the _____ day of September, 2023.

CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

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

TOUSHI ARBITELLE, CITY CLERK

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Ordinance was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 18th day of September, 2023.

Toushi Arbitelle, City Clerk

File Attachments for Item:

2. Resolution 2023-09-09: Consider Approval of Fiscal Year 2023-2024 City Budgets

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
Income	
01-3000 Admin	
01-3001 Sales Tax	15,450,000.00
01-3002 Sellers Use Tax	1,030,000.00
01-3003 Simplified Sellers Use Tx	824,000.00
01-3004 Consumer Use Tax	669,500.00
01-3005 Direct Pay Permit Tax	39,140.00
01-3006 Audit Revenues	0.00
01-3010 Business License	3,090,000.00
01-3012 Excise Tax	51,500.00
01-3014 Production Privilege - State of Alabama	309.00
01-3015 Production Privilege - Jefferson County	7,725.00
01-3020 Tobacco Tax	92,000.00
01-3030 Ad Valorem	1,390,000.00
01-3038 Road Tax Distribution	17,510.00
01-3040 Auto & Boat Sales/Use Tax	87,550.00
01-3050 Manufactured (Mobile) Home Tax	316.67
01-3070 Wine & Beer Tax	61,800.00
01-3078 Liquor Tax	139,050.00
01-3080 Rental Lease Tax	257,500.00
01-3090 Lodging Tax	309,000.00
01-3104 Alabama Trust Fund Rev	105,286.60
01-3112 Franchise Fee - Utility	144,200.00
01-3116 Payments In Lieu Tax	4,120.00
01-3120 Recycling Center Proceeds	3,605.00
01-3400 Contractual Buc-ee's Donation	25,000.00
01-3506 Restitution (Rec'd From Court)	1,339.00
01-3508 Magistrate Training Rev - Rec'd From Court	2,575.00
01-3512 Court Monthly Report Fees	206,000.00
01-3802 Carryover Funds	1,900,000.00
01-3900 Retiree Insurance Premiums	27,810.00
01-3904 Interest Earned	283,250.00
01-3997 Misc Fees	0.00
Total 01-3000 Admin	26,220,086.27
11-3000 Court	
11-3504 Court Fines & Forfeitures	721,000.00
Total 11-3000 Court	721,000.00
12-3000 Cemetery	
12-3302 Cemetery-Gen Fund Open/Close	15,450.00
12-3904 Cemetery-Interest Earned	7,210.00
Total 12-3000 Cemetery	22,660.00
14-3000 TIF District	
14-3106 DO NOT USE- TIF District Revenue	613,341.31
Total 14-3000 TIF District	613,341.31

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
16-3000 Social Services Revenues	
16-3112 Social Services-Revenue	30,900.00
Total 16-3000 Social Services Revenues	30,900.00
19-3000 Capital Projects	
19-3200 Transfer in from Fund Balance	8,000,000.00
Total 19-3000 Capital Projects	8,000,000.00
22-3000 Police	
22-3550 Police Report Fees	9,270.00
22-3998 Police-Misc Revenues	8,755.00
Total 22-3000 Police	18,025.00
26-3000 Fire	
26-3998 St Clair Fire Co Fire Tax	91,383.68
Total 26-3000 Fire	91,383.68
40-3000 Parks	
40-3401 Parks-Knights of Columbus Bingo	5,150.00
Total 40-3000 Parks	5,150.00
50-3000 Development	
50-3202 Development-Building Permits	180,250.00
50-3204 Development-Electrical Permits	51,500.00
50-3206 Development-Plumbing Permits	20,600.00
50-3207 Development-Gas Permit	4,429.00
50-3208 Development-Mechanical Permits	30,900.00
50-3209 Development-Sign Permit	1,545.00
50-3210 Development-Yard Sale Permits	1,545.00
50-3211 Development-Demolition Permit	412.00
50-3212 Development-Land Disturbance Permits	8,653.00
50-3214 Development-Zoning Fee	309.00
50-3215 Development- Roof Permit	3,502.00
50-3216 Development-Variance Fee	2,060.00
50-3220 Development-Assessment Letter Fee	8,652.00
50-3222 Development-Street Cut - Utilities	824.00
50-3299 Development-Misc Permit Fee	17,510.00
50-3999 Development-Misc Revenues	144.20
Total 50-3000 Development	332,835.20
83-3000 Solid Waste	
83-3855 Solid Waste Franchise Fee	41,200.00
83-3856 Solid Waste-Trash And Limb Fee Revenue	231,750.00
Total 83-3000 Solid Waste	272,950.00
Total Income	\$36,328,331.46
GROSS PROFIT	\$36,328,331.46
Expenses	
01-4000 Admin Exp	
01-4001 Salaries & Wages	267,476.00

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
01-4002 Payroll Taxes	20,354.92
01-4004 Admin Health Insurance	71,184.00
01-4005 Retiree Health Insurance Prem.	21,000.00
01-4006 Retirement	39,452.71
01-4016 Admin - Overtime	11,933.00
01-4018 Employment Expense	200.00
01-4019 Uniform Allowance	6,000.00
01-4100 Insurance - General	600,000.00
01-4110 Workers Comp Insurance	175,000.00
01-4112 Jeff Co Personnel Board	110,000.00
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	900.00
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	280,000.00
01-4402 Attorney/Legal	233,870.00
01-4404 Auditing/Accounting	125,000.00
01-4405 Warrant Issuance Expense	0.00
01-4406 Engineering Services	5,000.00
01-4500 Repair & Maint Auto	1,500.00
01-4508 Repair & MTC - General	25,000.00
01-4520 Fuel Expense - Auto	1,300.00
01-4600 CARES Act Expenditures	0.00
01-4702 Economic Redevelopment	23,000.00
01-4710 Misc Refund	500.00

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
01-4716 Sales Tax Rebates	1,750,000.00
01-4999 Transfer Out - Debt Service	6,500,000.00
01-5000 Bank Error	0.00
01-5011 City Prosecutor	43,000.00
01-5012 Appeals	0.00
01-6004 Service Charges	1,800.00
01-6704 Asset Purchase	60,000.00
01-6710 Emergency / Disaster	0.00
01-7720 772 Grant Agreement	0.00
01-8000 Budget Amendments	0.00
COVID19 COVID-19	0.00
Total 01-4000 Admin Exp	10,933,125.63
10-4000 Mayor	0.00
10-4100 Mayoral Discretionary Funds- Non-Budgeted	0.00
10-4202 Mayor-Telephone	0.00
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
10-6702 Mayor-City Projects	8,000.00
Total 10-4000 Mayor	49,750.00
11-4000 Court Exp	
11-4001 Court-Salaries & Wages	336,915.19
11-4002 Court-Payroll Taxes	10,755.11
11-4004 Court-Health Insurance	71,184.00
11-4006 Court-Retirement	20,845.97
11-4016 Court - Overtime	14,221.41
11-4019 Uniform Allowance	7,000.00
11-4200 Court-Electrical Utilities	10,000.00
11-4202 Court-Telephone Expense	1,000.00
11-4203 Court-Cell / Wireless Services	2,000.00
11-4204 Court-Gas Utilities	0.00
11-4206 Court-Water Utilities	700.00
11-4208 Court-Sewer Utilities	900.00
11-4300 Court-Office Supplies	2,000.00
11-4304 Court-Copier & Printer Mtc	2,000.00
11-4306 Court-Department Supplies	3,000.00
11-4312 Court-Printing	2,500.00
11-4314 Court-Subscriptions	3,000.00
11-4316 Court-Dues & Fees	4,000.00
11-4324 Court-Computer Software	2,500.00
11-4326 Court-Computer Hardware	2,500.00
11-4330 Court-Education & Training	8,000.00

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
11-4332 Court-Travel	1,000.00
11-4400 Court-Contract Services	5,000.00
11-4500 Court-Repair & Maint Auto	10,000.00
11-4508 Court-Repair & MTC - Buildings	2,000.00
11-4520 Court-Fuel Expense - Auto	1,000.00
11-5000 Court-Govt Agencies Monthly Report Fees	160,000.00
11-5002 Court-Restitution	5,000.00
11-5008 Court-Magistrate Training	2,000.00
11-5010 Court-Municipal Judge	36,000.00
11-5060 Court-Driving School Expenses	5,000.00
11-6998 Court to Court Transfer	100,000.00
11-6999 Court to GF Transfer	125,000.00
Total 11-4000 Court Exp	957,021.68
12-4000 Cemetery Exp	
12-4206 Cemetery-Water Utilities	1,200.00
12-4306 Cemetery-Department Supplies	3,500.00
12-4400 Cemetery-Contract Services	46,000.00
Total 12-4000 Cemetery Exp	50,700.00
13-4000 Council	
13-4001 Council-Salaries & Wages	75,000.00
13-4002 Council-Payroll Taxes	6,500.00
13-4140 Election Expense	0.00
13-4203 Cell / Wireless Services-Council	6,000.00
13-4316 Council-Dues & Fees	500.00
13-4330 Council-Education & Training	5,000.00
13-4412 Council-Community Programs	5,000.00
Total 13-4000 Council	98,000.00
16-4000 Social Services	
16-4001 Social Services-Salaries & Wages	77,206.32
16-4002 Payroll Taxes	4,900.72
16-4004 Social Services-Health Insurance	17,796.00
16-4006 Social Services Retirement	9,498.76
16-4016 Social Services Overtime	2,640.87
16-4019 Uniform Allowance	2,000.00
16-4202 Telephone	400.00
16-4203 Cell / Wireless Services	700.00
16-4306 Social Services-Department Supplies	10,500.00
16-4400 Social Services-Contract Services	80,000.00
Total 16-4000 Social Services	205,642.67
19-4000 City Projects	
19-6102 Parks & Paving-City Projects	1,500,000.00
19-6305 Hwy 78/Pres St-Construction Match	4,000,000.00
19-6701 Downtown Revitalization	4,000,000.00
19-6702 Capital Projects	500,000.00

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
Total 19-4000 City Projects	10,000,000.00
21-4000 E-911 Exp	
21-4202 E911-Telephone	160,000.00
Total 21-4000 E-911 Exp	160,000.00
22-4000 Police Exp	
22-4001 Police-Salaries & Wages	2,430,454.07
22-4002 Police-Payroll Taxes	184,957.55
22-4004 Police-Health Insurance	551,676.00
22-4006 Police-Retirement	358,491.98
22-4012 Police-Uniforms	30,000.00
22-4014 Police-Other Benefits	11,500.00
22-4018 Police-Employment Expense	3,500.00
22-4019 Uniform Allowance	62,000.00
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	600.00
22-4208 Police-Sewer Utilities	900.00
22-4300 Police-Office Supplies	10,000.00
22-4304 Police-Copier & Printer Mtc	1,000.00
22-4306 Police-Department Supplies	10,000.00
22-4312 Police-Printing	5,500.00
22-4314 Police-Subscriptions	30,000.00
22-4316 Police-Dues & Fees	1,500.00
22-4324 Police-Computer Software	15,000.00
22-4326 Police-Computer Hardware	8,000.00
22-4330 Police-Education & Training	25,000.00
22-4332 Police-Travel	5,000.00
22-4400 Police-Contract Services	60,000.00
22-4412 Police-Community Program	8,000.00
22-4420 Police-Jail Expense	70,000.00
22-4422 Police-Juvenile Detention Service	5,000.00
22-4500 Police-Repair & Maint Auto	130,000.00
22-4508 Police-Repair & MTC - Buildings	10,000.00
22-4509 Police-Canine	2,000.00
22-4514 Police-Firing Range	15,000.00
22-4520 Police-Fuel Expense - Auto	100,000.00
22-4552 Police Confiscated Funds	0.00
22-4601 Police-Investigations Expense	6,000.00
22-6702 Police-City Projects	15,000.00
22-6704 Police-Asset Purchase	500,000.00
Total 22-4000 Police Exp	4,721,079.60

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
23-4000 Civic Appropriation Expense	
23-4001 Leeds High School Band	15,000.00
23-4002 Leeds Arts Council	15,000.00
23-4003 Exceptional Foundation	2,500.00
23-4004 Clastran	5,000.00
23-4405 Literary Club	5,000.00
23-4412 Leeds Youth Athletic Association, Inc.	60,000.00
23-5000 Main Street Leeds Corporation	50,000.00
Total 23-4000 Civic Appropriation Expense	152,500.00
24-4000 Redevelopment Authority	
24-4400 RDA - Annual Appropriation	85,000.00
Total 24-4000 Redevelopment Authority	85,000.00
26-4000 Fire Exp	
26-4001 Fire-Salaries & Wages	2,725,572.52
26-4002 Fire-Payroll Taxes	207,416.07
26-4004 Fire-Health Insurance	640,656.00
26-4006 Fire-Retirement	402,021.95
26-4012 Fire-Uniforms	50,000.00
26-4015 Fire-EE Life & Disability Ins	15,000.00
26-4016 Fire Overtime	119,065.58
26-4018 Fire-Employment Expense	3,000.00
26-4019 Uniform Allowance	56,000.00
26-4110 Fire-Workers Comp Insurance	0.00
26-4112 Fire-Jeff Co Personnel Board	0.00
26-4200 Fire-Electrical Utilities	23,000.00
26-4202 Fire-Cell / Wireless Services	9,000.00
26-4203 Fire-Telephone	2,500.00
26-4204 Fire-Gas Utilities	18,000.00
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
26-4308 Fire-PR Advertising	0.00
26-4312 Fire-Printing	500.00
26-4316 Fire-Dues & Fees	7,100.00
26-4320 Fire-Postage	0.00
26-4324 Fire-Computer Software	39,000.00
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	4,500.00

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
26-4512 Fire-Repair & MTC - Comm Radio	4,000.00
26-4514 Fire-Repair & MTC-General	3,100.00
26-4516 Fire-Repair & MTC - Grounds	0.00
26-4520 Fire-Fuel Expense - Auto	30,000.00
26-4530 Fire-Department Tools	6,600.00
26-4540 Fire-Medical Supplies	39,000.00
26-4602 Fire-Rent - Fire Hydrants	24,000.00
26-6704 Fire-Asset Purchase	71,000.00
Total 26-4000 Fire Exp	4,622,982.12
33-4000 Depot	0.00
33-4200 Depot-Electrical Utilities	3,100.00
33-4204 Depot-Gas Utilities	0.00
33-4206 Depot-Water Utilities	250.00
33-4508 Depot-Repair & MTC - Building	11,500.00
33-6702 Depot-City Projects	0.00
33-8000 Budget Amendments	0.00
Total 33-4000 Depot	14,850.00
34-4000 Visitor's Center	0.00
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	0.00
40-4001 Parks-Salaries & Wages	0.00
40-4002 Parks-Payroll Taxes	0.00
40-4004 Parks-Health Insurance	0.00
40-4006 Parks-Retirement	0.00
40-4015 Parks-Ee Life & Disability Ins	0.00
40-4110 Parks-Workers Comp Insurance	0.00
40-4112 Parks-Jeff Co Personnel Board	0.00
40-4200 Parks-Electrical Utilities	70,000.00
40-4202 Parks-Cell / Wireless Services	1,500.00
40-4203 Parks-Telephone	0.00
40-4204 Parks-Gas Utilities	3,500.00
40-4206 Parks-Water Utilites	8,000.00
40-4208 Parks-Sewer Utilites	1,500.00
40-4300 Parks - Office Supplies	0.00
40-4304 Parks-Copier & Printer MTC	0.00
40-4306 Parks-Department Supplies	6,000.00
40-4308 Parks-PR Advertising	0.00

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
40-4400 Parks-Contract Services	13,000.00
40-4414 Parks-Downtown Beautification	15,000.00
40-4416 Parks-Tree Commission	2,000.00
40-4500 Parks-Repair & MTC - Auto	0.00
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
40-4520 Parks-Fuel Expense - Auto	0.00
40-6300 Parks-Long Term Debt Prin Ret	0.00
40-6302 Parks - Long term Debt Interest	0.00
40-6710 Parks - Emergency / Disaster	20,000.00
40-8000 Budget Amendments	0.00
Total 40-4000 Parks Exp	203,500.00
50-4000 Development Exp	
50-4001 Development-Salaries & Wages	470,505.86
50-4002 Development-Payroll Taxes	35,805.50
50-4004 Development-Health Insurance	88,980.00
50-4006 Development-Retirement	69,399.61
50-4012 Development-Uniforms	3,000.00
50-4018 Development-Employment Expense	100.00
50-4019 Uniform Allowance	8,000.00
50-4101 Development-Insurance - Deductible	5,000.00
50-4110 Development-Workers Comp Insurance	0.00
50-4112 Development-Jeff Co Personnel Board	0.00
50-4131 Development-Const. Ind. Craft Train	6,000.00
50-4200 Development-Electrical Utilities	3,000.00
50-4202 Development-Telephone	2,000.00
50-4203 Development-Cell / Wireless Services	4,500.00
50-4206 Development-Water Utilities	250.00
50-4208 Development-Sewer Utilities	400.00
50-4300 Development-Office Supplies	4,000.00
50-4303 Development-Copier & Printer Mtc	1,000.00
50-4306 Development-Department Supplies	5,500.00
50-4316 Development-Dues & Fees	800.00
50-4324 Development-Computer Software	15,000.00
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
50-4402 Development-Attorney/Legal	0.00
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

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
50-6500 Development-Taxes & Recording Fees	2,700.00
50-6702 Development - City Projects	0.00
Total 50-4000 Development Exp	942,940.97
51-4000 Storm Water Exp	
51-4318 Storm Water - Dues & Fees-Govt	7,000.00
51-4330 Storm Water - Educ & Training	1,000.00
51-4400 Storm Water - Contract Svcs	25,000.00
51-4412 Storm Water - Community Programs	5,000.00
51-4530 Storm Water - Dept Tools	100,000.00
Total 51-4000 Storm Water Exp	138,000.00
70-4000 Library	
70-4001 Library-Salaries & Wages	297,140.80
70-4002 Library-Payroll Taxes	12,925.13
70-4004 Library-Health Insurance	106,776.00
70-4006 Library-Retirement	43,828.27
70-4015 Library-Ee Life & Disability Ins	200.00
70-4016 Library Overtime	12,925.13
70-4018 Library-Employment Expense	0.00
70-4110 Library-Workers Comp Insurance	0.00
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	1,000.00
70-4208 Library-Sewer Utilities	2,000.00
70-4300 Library-Office Supplies	2,000.00
70-4306 Library-Department Supplies	2,500.00
70-4308 Library-Pr Advertising	7,500.00
70-4314 Library-Subscriptions	1,000.00
70-4316 Library-Dues & Fees	1,400.00
70-4318 Summer Reading Program	5,000.00
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	5,000.00
70-4352 Library-Books - Adult	6,000.00
70-4354 Library-Audio/Video	15,000.00
70-4356 Library-Jeff Co Library System	40,000.00
70-4400 Library-Contract Services	800.00
70-4412 Library-Community Programs	0.00
70-4508 Library-Repair & MTC	2,200.00
70-4514 Library-Repair & MTC - General	0.00
70-4520 Library-Fuel Expense - Auto	0.00
70-4600 Library-Rent - Building	12,000.00

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
70-4601 LIBRARY EXPENSES	0.00
70-6704 Library-Asset Purchase	0.00
70-8000 Budget Amendments	0.00
Total 70-4000 Library	598,045.33
80-4000 Streets	
80-4001 Streets-Salaries & Wages	705,085.92
80-4002 Streets-Payroll Taxes	53,657.04
80-4004 Streets-Health Insurance	231,348.00
80-4006 Streets-Retirement	358,491.98
80-4012 Streets-Uniforms	5,000.00
80-4015 Streets-Ee Life & Disability Ins	4,000.00
80-4016 Streets Overtime	30,009.44
80-4018 Streets-Employment Expense	2,500.00
80-4019 Uniform Allowance	22,000.00
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	0.00
80-4330 Streets-Education and Training	5,000.00
80-4400 Streets-Contract Services	200,000.00
80-4402 Streets-Attorney/Legal	0.00
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	45,000.00
80-4516 Streets-Repair & MTC - Grounds	3,000.00
80-4520 Streets-Fuel Expense - Auto	15,000.00
80-4530 Streets-Department Tools	3,000.00
80-4604 Streets-Equipment Rent/Lease	1,000.00
80-6702 Streets-City Projects	50,000.00
80-6704 Streets-Asset Purchase	100,000.00
80-8000 Budget Amendments	0.00
81-6704 Trash/Limb-Asset Purchase	0.00
Total 80-4000 Streets	2,110,442.38
83-4000 Solid Waste Exp	0.00
83-4210 Solid Waste-Disposal Fee	75,000.00
83-4300 Solid Waste-Department Supplies	1,800.00

City of Leeds - General Fund

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
83-4402 Solid Waste-Attorney/Legal	0.00
83-4502 Solid Waste-Repair & MTC -Auto	15,000.00
83-4520 Solid Waste-Fuel Expense-Solid Waste	23,000.00
83-4522 Solid Waste-Fuel Expense	0.00
83-4530 Solid Waste-Department Tools	0.00
Total 83-4000 Solid Waste Exp	114,800.00
Total Expenses	\$36,166,730.38
NET OPERATING INCOME	\$161,601.08
NET INCOME	\$161,601.08

City of Leeds - Gas Tax

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
Income	
04-3000 Four Cent Revenue	
04-3800 GAS TAX	350,000.00
04-3904 4 CENT INTEREST EARNED	5,800.00
Total 04-3000 Four Cent Revenue	355,800.00
07-3000 Seven Cent Revenue	
07-3800 7 CENT GAS TAX	108,000.00
07-3801 JEFF CO ROAD TAX	400,000.00
07-3850 Rebuild Alabama	105,000.00
07-3904 7 CENT INTEREST EARNED	9,500.00
Total 07-3000 Seven Cent Revenue	622,500.00
Total Income	\$978,300.00
GROSS PROFIT	\$978,300.00
Expenses	
04-4000 Four Cent Expenses	12.00
04-4400 Tax Collection Fees	4,700.00
Total 04-4000 Four Cent Expenses	4,712.00
07-4000 Seven Cent Expenses	
07-4400 CONTRACT SERVICES	100.00
07-4510 7 CT RPR & MTC - STREETS	55,000.00
Total 07-4000 Seven Cent Expenses	55,100.00
07-6997 7C Transfer to General Fund (4304)	5,600.00
08-4000 2020 Paving Project	
08-2023-4000 Other Business Expenses	912,888.00
Total 08-4000 2020 Paving Project	912,888.00
Total Expenses	\$978,300.00
NET OPERATING INCOME	\$0.00
NET INCOME	\$0.00

Working Copy

City of Leeds - Debt Service

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
Income	
09-3007 Transfer-In from Fund Balance	2,300,000.00
09-3008 OCCUPATIONAL TAX	2,145,000.00
09-3399 GF to Debit Service Transfer	6,500,000.00
09-3904 INTEREST EARNED	17,000.00
09-3906 PEBA REIMBURSEMENT (SCHOOL)	450,000.00
Total Income	\$11,412,000.00
GROSS PROFIT	\$11,412,000.00
Expenses	
09-1392 2015 PEBA (due Apr/Sept)	411,100.00
09-1393 2016 PEBA (due Apr/Sept)	309,285.00
09-1394 2017 PEBA (due Apr/Sept)	3,495,213.76
09-4400 Tax Collection Fees	45,000.00
09-6100 BOND FEES	4,000.00
09-6400 2020A GO Warrants (due Nov/May)	91,770.00
09-6401 2020B GO Warrants (due Nov/May)	1,700,666.56
09-6402 2020C GO Warrants (due monthly)	2,400,000.00
09-6500 2021A GO Warrants (due Nov/May)	57,260.50
09-6501 2021B GO Warrants (due Nov/May)	1,042,540.00
19-6507 2017 GO School Warrants (due monthly)	950,000.00
40-6300 2017B GO Warrants (due monthly)	160,000.00
Total Expenses	\$10,666,835.82
NET OPERATING INCOME	\$745,164.18
NET INCOME	\$745,164.18

Working Copy

File Attachments for Item:

3. Resolution 2023-09-10: Consider Authorization and Ratification of Cost of Living Adjustments

CITY OF LEEDS RESOLUTION NO. 2023-09-10

AUTHORIZATION AND RATIFICATION OF COST OF LIVING ADJUSTMENTS FOR ALL CITY EMPLOYEES

WHEREAS, the employees of the City are among the best in their respective fields of expertise and are deserving of the best pay in that same field; and

WHEREAS, improved benefits and pay for City employees will provide for improved morale, improved loyalty, and ultimately better service for the citizens of Leeds; and

WHEREAS, the Personnel Board of Jefferson County has requested that the Council provide specific ratification of said 10% COLA; and

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

- 1. The above Recitals are true and correct and included herein as if fully set forth.
2. The Mayor and City staff shall have the full authority to do those things, perform those functions, and to sign necessary documentation in order to carry out the actions so authorized herein.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Leeds, Alabama on this the 27th day of September, 2023.

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

David Miller, MAYOR

DATE

Attest:

Toushi Arbitelle, City Clerk

In my capacity as the 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 27th day of September 2023.

City Clerk

File Attachments for Item:

4. Resolution 2023-09-11: Consider approval of ALDOT Traffic Signal Agreement for Exit 140 Eastbound Exit Ramp

RESOLUTION NO. 2023-09-11

WHEREAS, The Alabama Department of Transportation (“ALDOT”) has requested the City of Leeds, Alabama to execute a permit (agreement) for the installation, operation, and maintenance of a new traffic signal at the U.S. Highway 78 and Interstate 20 Eastbound Exit Ramp intersection.

WHEREAS, The City Council has considered the request of the ALDOT to authorize the Mayor to enter into an agreement to permit the installation of the traffic signal as identified hereinabove.

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

- 1. That the Mayor and City Clerk are hereby authorized to execute the permit (Exhibit A) with the Alabama Department of Transportation to permit the following:
 - a. The installation, operation, and maintenance of a new traffic signal at the U.S. Highway 78 at Interstate 20 Eastbound Exit Ramp intersection.
- 2. That the Mayor and City Clerk are authorized to execute any documents necessary to permit the construction of the traffic signal modification for the existing signal and installation of a new traffic signal provided herein above as required by the Alabama Department of Transportation.
- 3. That this resolution shall become effective immediately upon its adoption by the City Council of the City of Leeds, Alabama.

ADOPTED this the _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned City Clerk of the City of Leeds, do hereby certify that the foregoing Resolution No. 2023-09-09 is a true and correct copy of the resolution passed by the City Council of said City at a regular meeting, a quorum being present, on _____, 2023.

Given under my hand and the corporate seal of the City of Leeds, this the _____ day of _____, 2023.

City Clerk



Kay Ivey
Governor

ALABAMA
DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, ALABAMA 36110
PHONE (334) 242-6272 FAX (334) 242-6378



John R. Cooper
Transportation Director

March 11, 2021

MEMORANDUM

TO: Region Engineers
Area Operation Engineers
Area Maintenance Engineers

ATTN: Area Traffic Engineers

FROM: Stacey N. Glass, P.E. *Stacey N. Glass* KW
State Maintenance Engineer

RE: Signal/Roadway Lighting Agreement Revision Implementation Date

The ALDOT "Agreement for the Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting" document has been revised and has an implementation date of March 11, 2021. The latest version of this document can be found on the Maintenance Bureau website. A copy of the revised document has also been attached to this memo for your review. Below is the update/revision to this document:

- **Section 8a** – Was updated to remove "or (B) Equipment Upgrade" from the first sentence. Moving forward a warrant analysis will not be required to be attached to the maintenance agreement unless it is "(A) New Installation with Traffic Control Signal".

Please pass this information along to those in your Region/Area/District that execute this document.

Thank you.

SNG/KCN/aoh

Attachment(s): "Agreement for the Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting"
(Revision Date 03/11/2021)

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: _____

Region: ECR - Birmingham Area County: Jefferson

STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the City of Leeds, Alabama (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed}* **NOTE** – if more space is needed, please use continuation sheets.

TRAFFIC CONTROL SIGNAL: U.S. HIGHWAY 78 AT I-20 EASTBOUND EXIT RAMPS (A,D&E)

1. For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
2. In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the “**Exhibit O**” is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE’s Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE’s Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as “(A) New Installation” with “Traffic Control Signal” marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.

8b. Check one:

The CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney’s fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney’s fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney’s fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term “hold harmless” includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

- 9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
- 10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
- 11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

12. At such time as a warrant study is conducted on an existing signalized intersection and the results differ from the previous warrant study conducted at that signalized intersection, a new Agreement for Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting shall be executed with the MAINTAINING AGENCY.

13. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.

14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

15. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "**SEE ATTACHED PLANS**".} **NOTE** – If more space is needed, please use continuation sheets.

SEE ATTACHED SIGNAL CONSTRUCTION PLANS

TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Full Actuated	<input type="checkbox"/> Eight Phase
_____		<input type="checkbox"/> Other: _____	

		SYSTEM	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

- 16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
- 17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
- 18. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)

City of Leeds, Alabama

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)