



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

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

December 02, 2024 @ 6:00 PM

To view this meeting online:

<https://meet.goto.com/CityofLeeds>

[Public Participation Sign-up](#)

CALL COUNCIL MEETING TO ORDER

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

CUTOFF FOR PUBLIC COMMENT SIGN-UP

Anyone wishing to address the Council during the Public Comment section of the meeting must have completed their registration by this point in the meeting.

APPROVE COUNCIL MINUTES

- [1.](#) Minutes from November 18, 2024

REPORTS OF OFFICERS:

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

OLD BUSINESS:

NEW BUSINESS:

- [5.](#) Resolution L21-002232: Consider Abatement Lien for 7092 Mountain View Lane
- [6.](#) Resolution L24-000097: Consider Abatement Lien for 1164 Ashville Road
- [7.](#) Resolution 2024-12-01: Consider Declaring surplus property and authorizing its sale for the Fire Department and Police Department
- [8.](#) Resolution 2024-12-02: Approve Appropriation of Court Corrections Funds to JBS Mental Health Services
- [9.](#) Resolution 2024-12-03: Authorizing the purchase of office furnishings for Police Department with Confiscated Funds
- [10.](#) Resolution 2024-12-04: Consider Application for Abatement of various taxes for TA Real Estate Holdings LLC (DBA: TA Services - 1524 9th Street)
- [11.](#) Resolution 2024-12-05: Consider the lease renewal agreement for the Knights of Columbus 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:

[Public Participation Sign-Up](#)

QR code to sign up



File Attachments for Item:

1. Minutes from November 18, 2024



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

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

November 18, 2024 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

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

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

Mayor David Miller
Council member Kenneth Washington
Council member Eric Turner
Council member Johnny Dutton
Council member Angie Latta

ABSENT

Council member Devoris Ragland-Pierce

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor David Miller

CUTOFF FOR PUBLIC COMMENT SIGN-UP

APPROVE COUNCIL MINUTES

1. Minutes from November 04, 2024

Motion to approve Minutes from November 04, 2024, made by Council member Turner, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta

REPORTS OF OFFICERS:

2. Mayor David Miller

No Report

3. City Administrator Watson

No Report

4. Police Chief Irwin (Sergeant at Arms)

Chief Irwin invited the Council to the D.A.R.E. graduation on Wednesday, November 20, 2024.

PUBLIC HEARING

5. A request for a Restaurant Liquor License to Otoro Hibachi LLC at 8525 Whitfield Avenue, Suite 121, Leeds AL 35094

No one addressed the Council, so the matter was referred to the Council.

Public Hearing closed at 6:05 pm.

OLD BUSINESS:

There was none.

NEW BUSINESS:

6. Resolution 2024-11-08: Consider Approval of Issuance of Restaurant Retail Liquor License to Otoro Hibachi, LLC at 8525 Whitfield Ave, #121, Leeds, AL 35094, St. Clair County

Mr. Watson and Chief Irwin addressed the Council regarding the public intoxication listed on their application.

Council member Washington asked for an Executive Session to discuss the application. City Attorney Scott Barnett stated the Executive Session is a proper request under Section 36-25-7(a)(1)(1). Motion to adjourn into Executive Session made by Council member Washington, Seconded by Mayor Miller. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, and Council member Latta. The Council adjourned into Executive Session at 6:07 pm and returned at 6:15 pm.

Motion to approve Resolution 2024-11-08 made by Council member Latta, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta

PUBLIC COMMENTS

There was none.

ADJOURNMENT

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

The meeting adjourned at 6:16 pm.

David Miller, Mayor

Attest:

Toushi Arbitelle, City Clerk

File Attachments for Item:

2. Mayor David Miller

Proclamations

Staff Reports

**MONTHLY COURT REPORT TO
 GOVERNING BODY**

LEEDS MUNICIPAL COURT

Report Submitted for Month of **AUGUST**, **2024**
 Reported by **Laura Roberts** Title **Magistrate Supervisor**

CASE DATA

Cases pending at beginning of month

Traffic **3426** Non-traffic **1331** Parking **60** Total **4817**

Cases filed during month

Traffic **250** Non-traffic **161** Parking **0** Total **411**

Cases disposed of during month

Traffic **372** Non-traffic **134** Parking **0** Total **506**

Number of failure-to-appear cases during month

Traffic **173** Non-traffic **28** Parking **0** Total **201**

Number of cases appealed

Traffic **0** Non-traffic **0** Parking **0** Total **0**

Number of indigent cases this month: 9

Fair Trial funds expended **\$2,943.00** Amount recouped _____ Remitted to State **\$0.00**

Number of cases by disposition type

Guilty **314** Not Guilty **0** Nol pros/dismissal **190** Continued **656**
 Defendants jailed _____ Total days _____

Cases pending at end of month

Traffic **3304** Non-traffic **1365** Parking **60** Total **4729**

LOCAL RECEIPTS

Fines **\$20,925.82**
 Corrections **\$7,628.00**
 Jail/Housing **\$433.64**
 Law Library **\$0.00**
 Municipal ETC **\$372.50**
37 Bonds Forf **\$15,723.00**
 Other Local **\$26,420.11**

 Total Local **\$71,503.07**

STATE RECEIPTS

Fair Trial Tax **\$2,943.00**
 Peace Officer Annuity **\$900.00**
 State Drivers Fund **\$1,275.00**
 Crime Victims Fund **\$472.00**
 State General Fund **\$3,539.50**
 DNA Database **\$2,288.00**
 Criminal History **\$697.50**
 Impaired Driver **\$402.00**
 State General DUI **\$357.00**
 Chemical Test **\$400.00**
 Forensic Trust **\$73.00**
 Drivers Lic Fee **\$1,239.84**
 Adv Tech Data **\$510.00**
 Drug Docket Fee **\$14.00**
 Other State **\$6,345.73**

 Total State **\$21,456.57**

TOTAL LOCAL AND STATE COLLECTED \$92,959.64

OTHER

Restitution **\$211.97**
47 Cash Bonds **\$26,060.00**

Comments Recommendations _____

LEEDS

MUNICIPAL COURT

Report Submitted for Month of SEPTEMBER, 2024
 Reported by Laura Roberts Title Magistrate Supervisor

CASE DATA

Cases pending at beginning of month

Traffic 3304 Non-traffic 1365 Parking 60 Total 4729

Cases filed during month

Traffic 218 Non-traffic 153 Parking 0 Total 371

Cases disposed of during month

Traffic 284 Non-traffic 131 Parking 0 Total 415

Number of failure-to-appear cases during month

Traffic 136 Non-traffic 9 Parking 0 Total 145

Number of cases appealed

Traffic 0 Non-traffic 0 Parking 0 Total 0

Number of indigent cases this month: 13

Fair Trial funds expended \$2,371.16 Amount recouped _____ Remitted to State \$0.00

Number of cases by disposition type

Guilty 198 Not Guilty 2 Nol pros/dismissal 211 Continued 621

Defendants jailed _____ Total days _____

Cases pending at end of month

Traffic 3238 Non-traffic 1387 Parking 60 Total 4685

LOCAL RECEIPTS

Fines	<u>\$16,419.91</u>
Corrections	<u>\$5,559.00</u>
Jail/Housing	<u>\$403.36</u>
Law Library	<u>\$0.00</u>
Municipal ETC	<u>\$282.00</u>
<u>7</u> Bonds Forf	<u>\$3,916.00</u>
Other Local	<u>\$23,638.19</u>
-----	-----
Total Local	<u>\$50,218.46</u>

STATE RECEIPTS

Fair Trial Tax	<u>\$2,371.16</u>	State General DUI	<u>\$794.50</u>
Peace Officer Annuity	<u>\$782.00</u>	Chemical Test	<u>\$400.00</u>
State Drivers Fund	<u>\$1,135.50</u>	Forensic Trust	<u>\$142.00</u>
Crime Victims Fund	<u>\$416.00</u>	Drivers Lic Fee	<u>\$1,093.98</u>
State General Fund	<u>\$3,140.50</u>	Adv Tech Data	<u>\$405.00</u>
DNA Database	<u>\$1,683.00</u>	Drug Docket Fee	<u>\$40.00</u>
Criminal History	<u>\$558.50</u>	Other State	<u>\$5,150.51</u>
Impaired Driver	<u>\$319.00</u>	-----	-----
-----	-----	Total State	<u>\$18,431.65</u>

TOTAL LOCAL AND STATE COLLECTED \$68,650.11

OTHER

Restitution	<u>\$1,313.08</u>
<u>47</u> Cash Bonds	<u>\$26,010.00</u>

Comments Recommendations _____

MONTHLY COURT REPORT TO GOVERNING BODY

LEEDS MUNICIPAL COURT

Report Submitted for Month of OCTOBER, 2024
Reported by Laura Roberts Title Magistrate Supervisor

CASE DATA

Cases pending at beginning of month
Traffic 3238 Non-traffic 1387 Parking 60 Total 4685

Cases filed during month
Traffic 271 Non-traffic 97 Parking 10 Total 378

Cases disposed of during month
Traffic 298 Non-traffic 91 Parking 4 Total 393

Number of failure-to-appear cases during month
Traffic 104 Non-traffic 22 Parking 0 Total 126

Number of cases appealed
Traffic 0 Non-traffic 0 Parking 0 Total 0

Number of indigent cases this month: 24
Fair Trial funds expended \$2,506.84 Amount recouped _____ Remitted to State \$0.00

Number of cases by disposition type
Guilty 199 Not Guilty 0 Nol pros/dismissal 190 Continued 550
Defendants jailed _____ Total days _____

Cases pending at end of month
Traffic 3211 Non-traffic 1386 Parking 66 Total 4663

LOCAL RECEIPTS

Fines	<u>\$19,893.68</u>
Corrections	<u>\$6,789.50</u>
Jail/Housing	<u>\$416.00</u>
Law Library	<u>\$0.00</u>
Municipal ETC	<u>\$330.00</u>
4 Bonds Forf	<u>\$1,552.00</u>
Other Local	<u>\$36,813.26</u>

Total Local	<u>\$65,794.44</u>

STATE RECEIPTS

Fair Trial Tax	<u>\$2,506.84</u>	State General DUI	<u>\$940.50</u>
Peace Officer Annuity	<u>\$794.00</u>	Chemical Test	<u>\$500.00</u>
State Drivers Fund	<u>\$1,197.84</u>	Forensic Trust	<u>\$267.00</u>
Crime Victims Fund	<u>\$432.00</u>	Drivers Lic Fee	<u>\$1,326.16</u>
State General Fund	<u>\$3,260.50</u>	Adv Tech Data	<u>\$489.00</u>
DNA Database	<u>\$1,761.00</u>	Drug Docket Fee	<u>\$120.00</u>
Criminal History	<u>\$514.00</u>	Other State	<u>\$5,506.72</u>
Impaired Driver	<u>\$475.00</u>	-----	
		Total State	<u>\$20,090.56</u>

TOTAL LOCAL AND STATE COLLECTED \$85,885.00

OTHER

Restitution	<u>\$3,927.74</u>
35 Cash Bonds	<u>\$16,000.00</u>

Comments Recommendations _____

Leeds Senior Center Newsletter

December, 2024

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

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

- The Center is open Monday thru Thursday, 10:00 am to 2:00 pm
- Lunch is served at 11:30 each day, and the cost is \$2 per person. **An RSVP for lunch is required 24 hours in advance**
- All activities at the Center are meant to be fun, enjoyable and optional
- Regular Activities include - Exercise led by Paul Zuckerman on Mondays and Wednesdays at 10:45; Bible study at 12:15 on Mondays; and Line Dancing on Wednesdays at 12:15
- Tuesday is game day - favorites include Dominos, Skip Bo, Sequence, Phase 10 and Rummikub
- On Thursdays we have Art & Leisure. Art (painting and crafts) and games are on the schedule
- **December 5 - November and December Birthday Party Surprise!! RSVP is required**
- **December 6, 7 and 8 - Christmas Extravaganza sponsored by LAC**
- **December 13 - Annual City of Leeds Christmas Parade**
- **December 17 - "Jingle All the Way" - Delores Hydock and Bobby Horton**
- **December 19 - Annual Potluck Lunch and Christmas Program**
- **SPECIAL NOTE: The Senior Center will close after lunch on December 19. We will return to our regular schedule on Monday, January 6, 2025!**
- The telephone number for the Center is **205.699.0910**
- If you are joining us at the Center for the first time, please call 24 hours in advance to reserve a spot for lunch - **205.699.0910**

See you at the Center.










Audrey



December 2024~ Senior Center





























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

205.699.0910

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>1</p> <p>Hope</p> 	<p>2</p> <p><i>Exercise 10:45 Lunch (\$2) Bible Study</i></p>	<p>3</p> <p><i>Game Day~ Lunch (\$2)</i></p>	<p>4</p> <p><i>Exercise 10:45 Lunch (\$2) NO Line Dancing</i></p>	<p>5</p> <p><i>Surprise Birthday Party Shhh!</i></p>	<p>6</p> <p><i>Christmas Extravaganza LAC 7:00 p.m.</i></p>	<p>7</p> 
<p>8</p> <p>Faith</p> 	<p>9</p> <p><i>Exercise 10:45 Lunch (\$2) Bible Study</i></p>	<p>10</p> <p><i>Game Day~ Lunch (\$2)</i></p>	<p>11</p> <p><i>Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15</i></p>	<p>12</p> <p><i>Art with Leslie Lunch (\$2) RSVP required</i></p>	<p>13</p> <p><i>Leeds Christmas Parade 7:00 p.m.</i></p>	
<p>15</p> <p>Joy</p> 	<p>16</p> <p><i>Exercise 10:45 Lunch (\$2) Bible Study</i></p>	<p>17</p> <p><i>Game Day~ Lunch (\$2) **Jingle All the Way**</i></p>	<p>18</p> <p><i>Exercise 10:45 Lunch (\$2) Line Dancing @ 12:15</i></p>	<p>19</p> <p><i>Christmas Luncheon & Program 11:30</i></p>	<p>20</p> 	<p>21</p> 
<p>22</p> <p>Peace</p> 	<p>23</p> <p><i>Center Closed</i></p>			<p>Center Closed</p>		
	<p>30</p> <p><i>Center Closed</i></p>	<p>31</p> <p><i>Center Closed</i></p>		<p><i>"Write it on your heart that every day is the best day in the year." Ralph Waldo Emerson</i></p>		

December 2024 ~ Menu

Lunch served at 11:30 ~ \$2 per person ~ RSVP required
205.699.0910

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>1</p> <p><i>Hope</i></p> 	<p>2</p> <p><i>Chicken Creole Cheese Grits Asparagus Peanut Butter Pie</i></p> 	<p>3</p> <p><i>White Chicken Chili Grilled Cheese Strawberry Trifle</i></p> 	<p>4</p> <p><i>Pork Chop Au Gratin Potatoes Fried Apples Lemon Pie</i></p> 	<p>5</p> <p><i>Surprise Birthday Party Shhh!</i></p> 	<p>6</p> <p><i>Christmas Extravaganza LAC 7:00 p.m.</i></p> 	<p>7</p> 
<p>8</p> <p><i>Faith</i></p> 	<p>9</p> <p><i>Baked Potato Pulled Chicken Broccoli Brownies</i></p> 	<p>10</p> <p><i>Ham Sandwich Chips Brownies</i></p> 	<p>11</p> <p><i>Grilled Chicken Carrots Squash Casserole Goopy Cake</i></p> 	<p>12</p> <p><i>Pulled Pork Coleslaw Cookies</i></p> 	<p>13</p> <p><i>Leeds Christmas Parade 7:00 p.m.</i></p> 	
<p>15</p> <p><i>Joy</i></p> 	<p>16</p> <p><i>Hamburger Steak Mashed Potatoes Green Beans Banana Pudding</i></p> 	<p>17</p> <p><i>Beef Chili Grilled Cheese Choc Chip Cake</i></p> 	<p>18</p> <p><i>Pulled Pork Mac & Cheese Coleslaw Peanut Butter Pie</i></p> 	<p>19</p> <p><i>Christmas Luncheon & Program 11:30</i></p> 	<p>20</p> 	<p>21</p> 
<p>22</p> <p><i>Peace</i></p> 	<p>23</p> <p><i>Center Closed</i></p> 			<p>24</p> <p><i>Center Closed</i></p> 		
	<p>30</p> <p><i>Center Closed</i></p> 	<p>31</p> <p><i>Center Closed</i></p> 		<p><i>"Write it on your heart that every day is the best day in the year." Ralph Waldo Emerson</i></p> 		

File Attachments for Item:

3. City Administrator Watson

Department Hours- OT

From 11/12/24 to 11/25/24

Department	OT	PDC	FDC	Totals
	216:48	84:00	6:45	307:33
ADM-1	6:16			6:16
CRT-11	1:57			1:57
DEV-50	1:58			1:58
FIRE1-26	45:00		6:45	51:45
FIRE2-26	40:00			40:00
LIB-70	6:00			6:00
POL-22	84:04	84:00		168:04
STR-80	31:33			31:33

File Attachments for Item:

5. Resolution L21-002232: Consider Abatement Lien for 7092 Mountain View Lane

**CITY OF LEEDS
RESOLUTION L21-002232
RESOLUTION CONFIRMING REPORT OF COSTS
AND
CREATING LIEN ON PROPERTIES
(Property Abatement)**

WHEREAS, in accordance with Alabama Code § 11-67-60 to 11-67-67 (the "Act") and the City of Leeds Abatement Ordinance, the City Council of the City of Leeds by Resolution determined that certain conditions to include, without limitation, excessive weed growth, existing upon certain properties in the City of Leeds constituted a serious threat to the general public health, safety and welfare of the City of Leeds, Alabama to the extent that such conditions were a public nuisance.

WHEREAS, in accordance with the Act, the City Council of the City of Leeds, ordered that immediate abatement of such public nuisance.

WHEREAS, employees or agents of the City of Leeds have caused the abated such public nuisance through the removal of the nuisance located on the properties listed in Exhibit A attached hereto and incorporated herein (the "Prosperities").

WHEREAS, in accordance with the Act, the City of Leeds kept an account of the cost of abating or removing the nuisance on each of the Properties and an itemized report (the "Report") showing the cost of such abatement or removal is show on Exhibit A.

WHEREAS, in accordance with the Act, a copy of the Report was posted prior to submission to the City Council for confirmation.

WHEREAS, in accordance with the Act, the City Council of the City of Leeds desires to confirm the Report and create a weed lien on each of the properties in the amount of the cost of abating or removing the nuisance for respective Properties as shown on the Report.

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

1. All of the Recitals above are true and correct and are hereby incorporated herein.
2. The Report is hereby confirmed and the respective amount as show on the Report for abating or removing the nuisance for each of the respective properties is hereby established as a lien under and pursuant of the Act.
3. The City Clerk is hereby ordered to give a copy of this resolution to the tax collector or revenue commissioner for the respective county in which each of the Properties is located so that the lien shall be added to the next regular bill for taxes.

ADOPTED and APPROVED this the 2nd day of December, 2024.
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST,

TOUSHI ARBITELLE, CITY CLERK

Exhibit "A"
NOTICE OF ITEMIZED REPORT OF COST OF NUSANCE ABATEMENT
AND
PROPERTY LIEN

Please take note of the itemized report attached hereto which shows the costs of abatement to the lots or parcels of land set forth in such report. This report was submitted to the City Council of the City of Leeds for confirmation at the scheduled City Council meeting on .

CITY OF LEEDS, ALABAMA, Toushi Arbitelle, City Clerk.

Address	Property ID	Amount
7092 MOUNTAIN VIEW LN	2500312000017001	\$2,513.52

This Lien shall continue until the liability for the costs are satisfied. The Owner shall make contact with the City/Lienholder, using the contact information contained herein, to arrange for the payment of the Lien amount and the release of the Lien.

This Lien shall be filed with the tax collector of the County and the subject outstanding costs will be collected pursuant to the procedures identified by, without limitation, §11-67-67, Code of Alabama 1975, as amended. The Lien shall be added to the next regular bill of taxes levied against the subject property, shall be collected in the same manner as ordinary municipal ad valorem taxes and shall be subject to the same penalties and procedures under the foreclosure and sale in the case of delinquency as provided by law.

City of Leeds
1400 9th St
Leeds, Alabama 35904
205-699-0943

CITY OF LEEDS NUISANCE ABATEMENT COST SHEET

TAX PARCEL ID:	2500312000017001
SITE ADDRESS:	7092 MOUNTAIN VIEW LN
PROPERTY OWNER:	HARRIS LISA J AGENT OF THE HEIRS OF JIMMY RAY HARRIS
ADDRESS:	7092 MOUNTAIN VIEW LN LEEDS, AL 35094-5700
ABATEMENT RESOLUTION NUMBER:	21-002232
ABATEMENT DATE:	

EMPLOYEE COSTS

NAME	RATE	HRS	TOTAL
Johnny Warren	\$48.59	5	\$242.95
Aaron Jones	\$23.37	5	\$116.85
BJ Weeks	\$21.20	5	\$106.00
Jason Wideman	\$17.44	5	\$87.20
Justice Hare	\$15.82	5	\$79.10
Ben Snell	\$15.07	5	\$75.35
Jacoby Gullede	\$15.07	5	\$75.35
			\$0.00
			\$0.00
			\$0.00

EQUIPMENT COSTS

NAME	RATE	HRS	TOTAL
Limb Truck	\$121.14	5	605.7
Dingo	\$49.40	5	247.0
Weed Eaters - 4	\$1.28	20	25.6
Bush Hog	\$14.58	1	14.58
			0.0
			0.0

			0.0
			0.0
			0.0
			0.0
LABOR/EQUIPMENT COSTS:			\$1,675.68
ADMINISTRATIVE FEE:			\$837.84
TOTAL COSTS:			2513.52

REPORT PREPARED BY: Glen Williams

DATE: November 14, 2024

File Attachments for Item:

6. Resolution L24-000097: Consider Abatement Lien for 1164 Ashville Road

**CITY OF LEEDS
RESOLUTION L24-000097
RESOLUTION CONFIRMING REPORT OF COSTS
AND
CREATING A LIEN ON PROPERTIES
(Property Abatement)**

WHEREAS, in accordance with Alabama Code § 11-67-60 to 11-67-67 (the "Act") and the City of Leeds Abatement Ordinance, the City Council of the City of Leeds by Resolution determined that certain conditions to include, without limitation, excessive weed growth, existing upon certain properties in the City of Leeds constituted a serious threat to the general public health, safety and welfare of the City of Leeds, Alabama to the extent that such conditions were a public nuisance.

WHEREAS, in accordance with the Act, the City Council of the City of Leeds, ordered that immediate abatement of such public nuisance.

WHEREAS, employees or agents of the City of Leeds have caused the abated such public nuisance through the removal of the nuisance located on the properties listed in Exhibit A attached hereto and incorporated herein (the "Prosperities").

WHEREAS, in accordance with the Act, the City of Leeds kept an account of the cost of abating or removing the nuisance on each of the Properties and an itemized report (the "Report") showing the cost of such abatement or removal is show on Exhibit A.

WHEREAS, in accordance with the Act, a copy of the Report was posted prior to submission to the City Council for confirmation.

WHEREAS, in accordance with the Act, the City Council of the City of Leeds desires to confirm the Report and create a weed lien on each of the properties in the amount of the cost of abating or removing the nuisance for respective Properties as shown on the Report.

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

1. All of the Recitals above are true and correct and are hereby incorporated herein.
2. The Report is hereby confirmed and the respective amount as show on the Report for abating or removing the nuisance for each of the respective properties is hereby established as a lien under and pursuant of the Act.
3. The City Clerk is hereby ordered to give a copy of this resolution to the tax collector or revenue commissioner for the respective county in which each of the Properties is located so that the lien shall be added to the next regular bill for taxes.

ADOPTED and APPROVED this the 2nd day of December, 2024.
CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST

TOUSHI ARBITELLE, CITY CLERK

Exhibit "A"
NOTICE OF ITEMIZED REPORT OF COST OF NUSANCE ABATEMENT
AND
PROPERTY LIEN

Please take note of the itemized report attached hereto which shows the costs of abatement to the lots or parcels of land set forth in such report. This report was submitted to the City Council of the City of Leeds for confirmation at the scheduled City Council meeting on .

CITY OF LEEDS, ALABAMA, Toushi Arbitelle, City Clerk.

Address	Property ID	Amount
1164 ASHVILLE RD	2500164001031000	14710.03

This Lien shall continue until the liability for the costs are satisfied. The Owner shall make contact with the City/Lienholder, using the contact information contained herein, to arrange for the payment of the Lien amount and the release of the Lien.

This Lien shall be filed with the tax collector of the County and the subject outstanding costs will be collected pursuant to the procedures identified by, without limitation, §11-67-67, Code of Alabama 1975, as amended. The Lien shall be added to the next regular bill of taxes levied against the subject property, shall be collected in the same manner as ordinary municipal ad valorem taxes and shall be subject to the same penalties and procedures under the foreclosure and sale in the case of delinquency as provided by law.

City of Leeds
1400 9th St
Leeds, Alabama 35904
205-699-0943

**CITY OF LEEDS
NUISANCE ABATEMENT COST SHEET**

TAX PARCEL ID:	2500164001031000
SITE ADDRESS:	1164 ASHVILLE RD
PROPERTY OWNER:	PATHWAY BAPTIST CHURCH
ADDRESS:	1164 ASHVILLE RD LEEDS, AL 35094
ABATEMENT RESOULTION NUMBER:	24-000097
ABATEMENT DATE:	

EMPLOYEE COSTS

NAME	RATE	HRS	TOTAL
Johnny Warren	\$46.28	84.5	\$3,910.66
Mark Smith	\$25.77	11.5	\$296.36
Jason Wideman	\$16.58	53.5	\$887.03
Justice Hare	\$15.07	7.5	\$113.03
Aaron Jones	\$22.26	21	\$467.46
Ben Weeks	\$18.27	15.5	\$283.19
Jeff Willis	\$18.32	1.5	\$27.48
			\$0.00
			\$0.00
			\$0.00

EQUIPMENT COSTS

NAME	RATE	HRS	TOTAL
Track Hoe	\$48.97	9	440.73
Limb Truck	\$121.14	11.5	1393.11
Dump Truck	\$110.18	15.5	1707.79
Dingo	\$37.32	7.5	279.9
			0.0
			0.0

			0.0
			0.0
			0.0
			0.0
LABOR/EQUIPMENT COSTS:			\$9,806.74
ADMINISTRATIVE FEE:			\$4,903.29
TOTAL COSTS:			14710.03

REPORT PREPARED BY: Glen Williams

DATE: November 14, 2024

File Attachments for Item:

7. Resolution 2024-12-01: Consider Declaring surplus property and authorizing its sale for the Fire Department and Police Department

RESOLUTION NO. 2024-12-01**DECLARING PROPERTY SURPLUS, NO LONGER NEEDED FOR PUBLIC PURPOSES & AUTHORIZING SALE.**

WHEREAS, the City of Leeds, Alabama has certain items of personal property which are no longer needed by the City for municipal purposes; and

WHEREAS, Section 11-43-56 of the Code of Alabama 1975 authorizes the municipal governing body to dispose of unneeded municipal property; and

WHEREAS, the City Fire Department and Police Department have recently identified certain equipment to be damaged, inoperable, unsafe, or otherwise in need of replacement; and

WHEREAS, the efforts to properly maintain the inventory of equipment have resulted in older surplus equipment being available.

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 following property owned by the City of Leeds is hereby determined to be surplus and no longer needed:
 - SCOTT SCBA NFPA 1981 (2007 edition)
 - Bottles – 45
 - Masks- 34
 - Packs- 23
 - 1998 Ford F-450 VIN# 1FDXF46F9XEA64787
 - 2008 Dodge Charger VIN# 2B3KA43TX9H519280
 - 2011 Ford F-150 VIN# 1FTFX1EF9BFC95480
 - 2013 Ford Taurus VIN# 1FAHP2M88DG205062
 - 2013 Ford Taurus VIN# 1FAHP2MT4DG205063
 - 2016 Dodge Charger VIN# 2C3CDXAT9GH218998
 - 2016 Dodge Charger VIN# 2C3CDXAT1GH219000
 - 2017 Ford F-150 VIN# 1FTEW1CP2HFA93485
 - 2017 Dodge Charger VIN# 2C3CDXAG7HH511416
 - 2017 Dodge Charger VIN# 2C3CDXAT9HH543510
 - 2017 Dodge Charger VIN# 2C3CDXAG6HH632146
 - 2017 Dodge Charger VIN# 2C3CDXAG4HH632145
 - 2018 Dodge Charger VIN# 2C3CDXAG9JH210507
3. The City staff is hereby authorized to lawfully dispose of the subject surplus property by the best legal means possible.
4. 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 2nd day of December 2024.

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

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

City Clerk

In my capacity as the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 2nd day of December 2024.

Toushi Arbitelle

File Attachments for Item:

8. Resolution 2024-12-02: Approve Appropriation of Court Corrections Funds to JBS Mental Health Services

RESOLUTION 2024-12-02

CITY OF LEEDS

APPROVAL OF APPROPRIATION OF FUNDS TO THE JBS MENTAL HEALTH SERVICES

WHEREAS, subject to restriction of the City budget, the City of Leeds often provides for funding of various community and civic events and non-profit entities so long as those proposed expenditures are deemed to serve a real public purpose and benefit to the City and to its citizens; and

WHEREAS, JBS is a regional, public, nonprofit corporation established under Act 310 of the 1967 Alabama Legislature, and the region served by the Authority is designated in the State Mental Health Plan as Region M-5, and comprises Jefferson, Blount and St. Clair counties; and

WHEREAS, as an Act 310 Board, designated as a regional authority by the Alabama Department of Mental Health, JBS is authorized to receive state, local and other funds; and

WHEREAS, the City wishes to provide the requested funds to the JBS Mental Health Services for the benefit of the citizens of the City of Leeds, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LEEDS, as follows:

1. The Recitals set forth above are hereby found and declared to be true and correct.
2. It is hereby found and declared that an appropriation for the general benefit of the citizens of Leeds, to the JBS Mental Health Services, will serve a valid and sufficient public benefit to the City and its citizens.
3. An appropriation to JBS in the amount of Five Thousand Dollars (\$5,000.00) is hereby approved and authorized to be funded from the City Court Corrections account.
4. The Mayor and staff are hereby authorized and empowered to take any and all such further actions necessary, required, or convenient to effectuate the intent of this Resolution.

ADOPTED and APPROVED this the 2nd day of December 2024.
CITY OF LEEDS, ALABAMA:

DAVID MILLER, MAYOR

DATE

ATTEST:

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

CITY CLERK

In my capacity as City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 2nd day of December 2024.

Toushi Arbitelle, City Clerk

File Attachments for Item:

9. Resolution 2024-12-03: Authorizing the purchase of office furnishings for Police Department with Confiscated Funds

RESOLUTION NO: 2024-12-03

AUTHORIZATION TO PURCHASE OFFICE EQUIPMENT/FURNISHINGS FOR POLICE DEPARTMENT

WHEREAS, it has been requested that the Council purchase certain items of office equipment and furnishings as set forth on the attached design and cost proposal from Lindsey Office Furnishings; and

WHEREAS, although the expenditure is not a budgeted item, the City’s Confiscated Funds Account/line item would be the source of funds for the purchase and

WHEREAS, the Finance Committee has provided their recommendation to approve.

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

1. The City budget is hereby amended in a manner to accommodate the purchase of office furnishings as identified on Exhibit A as attached hereto at a cost of approximately \$12,830.
2. The approved purchase shall use funds currently existing in the City’s Confiscated Funds Account or line item.
3. The Mayor and City staff are hereby authorized to perform all actions necessary in order to accomplish the actions herein approved.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA on this 2nd day of December 2024.

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 2nd day of December 2024.

Toushi Arbitelle, City Clerk



2223 FIRST AVENUE NORTH -
 BIRMINGHAM, ALABAMA 35203,
 (205) 251-9088 - Fax: (205) 795-4956

LOF DELIVERY

11/5/2024

BILL TO:		SHIP TO:	
Leeds PD		Same	
1040 Park Drive			
Leeds AL, 35094			

SALESPERSON	E-MAIL ADDRESS		DIRECT LINE	MOBILE
Ian Crocker	ianc@lindseyof.com		205-795-4935	
CUSTOMER E-MAIL ADDRESS	QUOTE DATE	CONTACT	PHONE	FAX
mphilips@leedsalabama.gov	11/5/2024	Michael Phillips	205-441-8545	

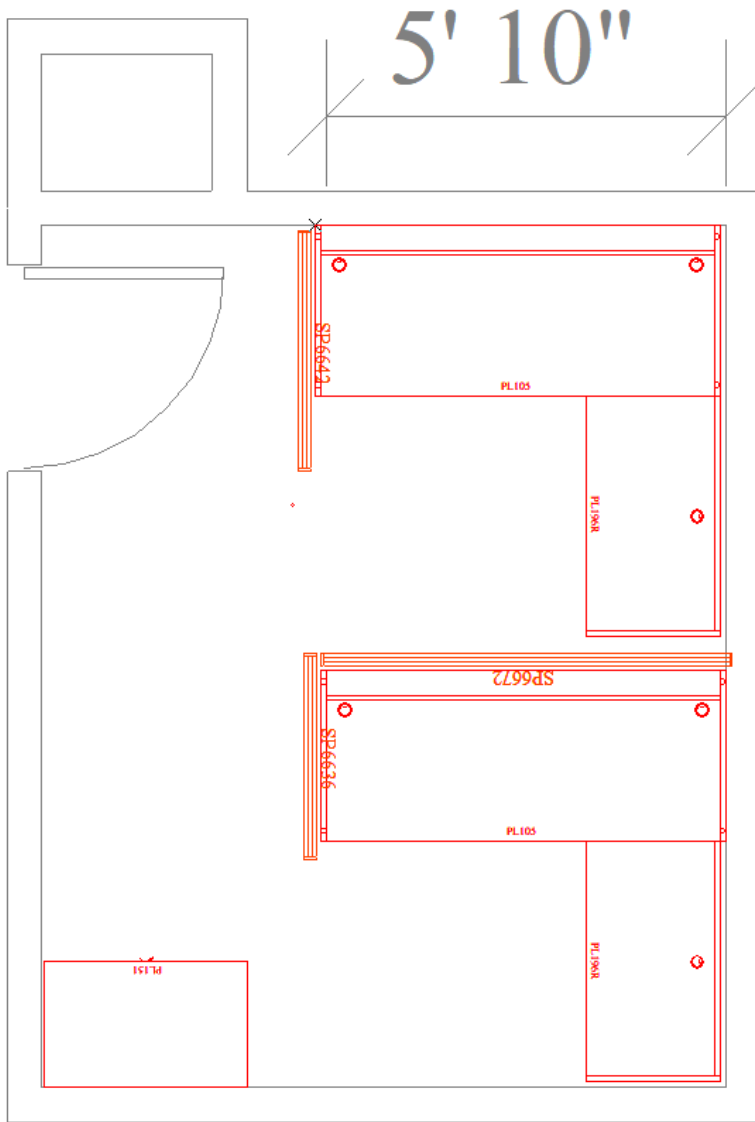
DESCRIPTION	LOC	QTY	PRICE	EXT.
<u>Detectives Office</u>				
60" x 72" L Desk w/ 2 Box/Box/File Pedestals - Coastal Gray	NB	2	875.00	1,750.00
				-
60" x 60" L Desk w/ 1 Box/Box/File Pedestal - Coastal Gray	NB	2	575.00	1,150.00
				-
<u>Evidence Office</u>				
72" x 72" L Desk w/ Box/Box/File - Coastal Gray	NB	2	695.00	1,390.00
				-
<u>Panels and Lockers for All Spaces</u>				
66"H x 60"W Upholstered Panel - Pewter	NB	3	325.00	975.00
				-
66"H x 42"W Upholstered Panel - Pewter	NB	3	235.00	705.00
				-
66"H x 36"W Upholstered Panel - Pewter	NB	3	210.00	630.00
				-
66"H x 72"W Upholstered Panel - Pewter	NB	1	365.00	365.00
				-
15"W x 15"D x 72"H Single Tier Locker - Gray	NB	6	525.00	3,150.00
				-
66"H 2 - Way Connector for Panels	NB	4	60.00	240.00
				-
66"H Wall Mount Connect for Panels	NB	4	55.00	220.00
				-
Panels Support Feet	NB	4	35.00	140.00
				-
<u>Michael's Office</u>				
72" x 78" L Desk w/ Box/Box/File - Cherry	NB	1	715.00	715.00
				-
				-
				-



Desks are 60" x 30" with 24" x 42" Returns aside from the one in the bottom right corner
That return is 24" x 30" to make it fit in the space.

All of the panels are 66" High

We thought about putting the lockers in between the two top desks. One for each of you.



The desk in this office are 72" x 30" with 24" x 42" Returns

Panels are 66" High

File Attachments for Item:

10. Resolution 2024-12-04: Consider Application for Abatement of various taxes for TA Real Estate Holdings LLC (DBA: TA Services - 1524 9th Street)

RESOLUTION NO. 2024-12-04

IN REGARDS TO THE CONSIDERATION OF A TAX ABATEMENT AGREEMENT WITH THE TA REAL ESTATE HOLDINGS, LLC (“TA REAL ESTATE” or the “Company”) WITHIN THE CITY OF LEEDS ALABAMA.

WHEREAS, the Company has announced plans for a new business expansion project, located at 1524 9th Street, Leeds, AL, within the jurisdiction of the City of Leeds; and

WHEREAS, pursuant to the Tax incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the City of Leeds an Abatement of:

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recoding taxes; and

WHEREAS, the City of Leeds has considered the request of the Company and the completed applications (copy attached) filed with the City of Leeds by the Company, in connection with its request; and

WHEREAS, the City of Leeds has found the information contained in the Company’s application to be sufficient to permit the City of Leeds to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of **\$6,890,476**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the City of Leeds represents to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

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

1) Approval is hereby given to the application of the Company and abatement is hereby granted of:

- all state and local non-educational property taxes,
- all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recoding taxes; and

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational property taxes (if applicable) shall extend for a period of 10 years, measured as provided in Section 40-9B-3 et seq. of the Act.

- 2) The City of Leeds is authorized to enter into an abatement agreement, in substantially the same form as attached hereto, with the Company to provide for the abatement granted in Section 1.
- 3) A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.
- 4) The Mayor and staff are authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

BE IT FURTHER RESOLVED that the Mayor and staff shall have the full authority to do those things, perform those functions, and to sign necessary documentation in order to carry out and complete the actions so authorized herein.

BE IT FURTHER RESOLVED, that the provisions of this Resolution are severable. If any part of this Resolution is determined by a court of law to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this Resolution.

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

CITY OF LEEDS, ALABAMA

David Miller, Mayor

DATE

ATTEST:

Toushi Arbitelle, City Clerk

In my official 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 2nd day of December 2024.

Toushi Arbitelle, City Clerk

Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this 2nd day of December, 2024, by and between the City of Leeds Alabama (the Granting Authority), and TA Services and TA Real Estate Holdings, LLC (the Company), its successors and assigns.

WHEREAS, the Company’s North American Industry Classification System (NAICS) Code, 541614 or business activity 4731No (Arrangement of Transportation of Freight and Cargo) meets the qualifications of, without limitation, an industrial or research enterprise in accordance with Section 40-9B-3(10), *Code of Alabama 1975*, as amended; and

WHEREAS, the Company has announced plans for a (check one):

new project or major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority;

WHEREAS, the Project is estimated to be completed by the 30th day of September 2024; and

WHEREAS the Project will be located in the County of Jefferson (check only one)

inside the city limits of the City of Leeds.

inside the police jurisdiction of _____.

outside the city limits and police jurisdiction of the City of _____; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B1 et seq., *Code of Alabama 1975*) (the Act), the Company has requested from the Granting Authority an Abatement of: (check all that apply)

all state and local noneducational property taxes,

all construction-related transaction taxes, except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education and/or

all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government.

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company’s application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 2nd day of December 2024 (the Meeting), the Granting Authority approved the Company’s application for abatement of (check all that apply):

all state and local noneducational property taxes;

all construction-related transaction taxes, except those local construction-related transaction taxes levied for educational purposes or for capital improvements for education and/or

all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and/or related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

owned by the entity applying for the abatement,

leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as defined as an industrial or research enterprise:

Predominately as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 511, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5415, and 5417; Industries 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 115111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget, or any industrial or research enterprise as defined in Section 40-9B-3(a)(10), *Code of Alabama 1975*, as amended, or a target of the state's economic development efforts pursuant to the Accelerate Alabama Strategic Economic Development Plan adopted in January 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, or any amended version or successor document thereto,

A headquarters facility project as described in NAICS 551114 at which not less than 50 jobs are located,

A data processing center as defined in Section 40-9B-3(a)(4), *Code of Alabama 1975*,

A research and development facility as defined in Section 40-9B-3(a)(23), *Code of Alabama 1975*,

A renewable energy facility as defined in Section 40-9B-3(a)(22), *Code of Alabama 1975*,

A facility that produces electricity from alternative energy resources or hydropower production as defined in Section 40-9B-3(a)(10)e, *Code of Alabama 1975*, or

A tourism destination attraction as defined in Section 40-9B-3(a)(25), *Code of Alabama 1975*;

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty

(30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

a) Noneducational Property Taxes: all state and local noneducational property taxes that are not required to be used for educational purposes or for capital improvements for education for _____ years,

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 *Code of Alabama 1975* on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 *Code of Alabama 1975* relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated. (Check all that apply):

(a) If no bonds are to be issued, noneducational property taxes are expected to be approximately _____ per year and the maximum period for such abatement shall extend for a period of 5 (five) years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

(b) If bonds are issued, noneducational property taxes are expected to be approximately \$____N/A_____ per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning the initial date bonds are issued to finance project.

(c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$_____ and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be \$____<\$1000.00_____.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$6,890,476.00

b) Number of individuals to be employed initially at the Project and in each of the succeeding three years: Initially 0 Year 1 25 Year 2 35 Year 3 40;

(c) Annual payroll initially at the Project and in each of the succeeding three years: Initially \$0 Year 1 \$1,250,000 Year 2 \$1,750,000 Year 3 \$2,000,000;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

all state and local noneducational property taxes,

all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under the provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

(the Company)

(the Granting Authority)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

File Attachments for Item:

11. Resolution 2024-12-05: Consider the lease renewal agreement for the Knights of Columbus at the Civic Center

**CITY OF LEEDS
RESOLUTION NO.: 2024-12-05**

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 is effective for periods of six (6) months and is due to be renewed once again; and

WHEREAS, the lease and its related terms and conditions, as amended, have been determined to provide and still remain a real public benefit for the citizen of Leeds.

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 and extended for a period of twelve months beginning on December 1, 2024.
2. The approved lease renewal is subject to the same terms and conditions of the lease agreement as originally adopted provided, however, that the rental amount shall be updated instead to be \$0 per month, and the time of access to the subject space at the Civic Center shall remain at times that are not in conflict or otherwise needed by the City for normal governmental uses.
3. The current renewal and lease updates provided for herein, along with the services to be provided as a result of said lease, shall remain open for general public use and participation. As such, said renewal and updates are determined to provide, pursuant to Section 94, Alabama Constitution, 1901, a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities, including, without limitation the promotion of public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants or residents of the City of Leeds.
4. The Mayor and staff shall have the full authority to do those things, perform those functions, make such decisions, and to sign necessary documentation in order to carry out and fully complete the actions so authorized herein.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA on this 2nd day of December, 2024.

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 2nd day of December, 2024.

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, 2024 and expiring on September 30, 2025 (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 In exchange for the Tenant continuing its efforts of benevolence to give back to the community and its citizens as a direct result of the Tenant's lease of the Property, the monthly rent amount during the term of this Agreement, as may be extended as set forth in Paragraph 2 above, is **Zero Dollars and zero cents (\$0.00) (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 for the Tenant. Tenant acknowledges that this is a non-exclusive lease and that there are other user of the property; therefor, Tenant shall keep the Premises in a clean and neat condition, maintain the aesthetics of the Premises in a presentable condition, including, without limitation, the replacement of furnishings back to their original state prior to use.
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

TENANT:

KNIGHTS OF COLUMBUS

Witness:

Print Name: _____

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

November 26, 2024

TO: Mayor David Miller
City Council Members

FR: Audrey Bryan
Director, Senior Center

RE: Lease Renewal Agreement for the Knights of Columbus

Please consider these points regarding the lease renewal agreement with the Knights of Columbus.

- BINGO takes place at the Senior Center every first and third Friday of the month. The Senior Center is set up in such a way to create an inviting and welcoming environment for the Seniors. To prepare for BINGO all lunch tables are completely cleared, everyday used items are stored, and some furniture is rearranged. This takes place on Thursday afternoon and Friday morning. Once BINGO is over, I come in on either Saturday or Sunday to reset for Monday morning.
- It's my understanding that the Knights of Columbus has hired a person to oversee the reset of tables, chairs, etc. This has been a big help.
- The City's custodian comes Friday mornings to make sure restrooms are cleaned and stocked for Friday night BINGO. She comes again on Monday morning to clean the area for the Seniors. Having BINGO at the Senior Center requires this extra Friday cleaning time.
- The Knights of Columbus use bathroom paper supplies, garbage bags, and soap that is purchased out of the Senior Center budget. Also, the power and heat/air are part of the Senior Center budget.
- Storage space for BINGO equipment and supplies has been designated at the Senior Center. There is no additional storage space available.
- Rarely there will be a calendar date for BINGO that will need to be cancelled due to my schedule; typically, this is vacation or holiday time. I will ensure that the Knights of Columbus has prior notice. A specific example is this month – BINGO will only be held on Friday, December 6.

Thank you for reviewing these points. I will be at the December 2 Council Meeting, and will be happy to answer any questions.

