



# CITY OF LEEDS, ALABAMA

## REGULAR COUNCIL MEETING AGENDA

Leeds Municipal Annex - 1412 9th Street; Leeds, Alabama 35094

**August 16, 2021 @ 6:00 PM**

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### CALL COUNCIL MEETING TO ORDER

### ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

### PUBLIC HEARING

*Anyone wishing to address the Council during the Public Comment section of the meeting must sign in with the City Clerk to provide their name and address.*

1. Consider Determination of Certain Conditions to be a Public Nuisance and an Unsafe Building at 7432 Mississippi Avenue
2. Consider Determination of Certain Conditions to be a Public Nuisance and an Unsafe Building at 7363 Mississippi Avenue

### APPROVE COUNCIL MINUTES

3. Minutes from August 02, 2021

### REPORTS OF OFFICERS:

4. Mayor's Report: Mayor David Miller
5. Police Department: Chief Atkinson  
July 2021 Council report
6. Fire Department: Chief Parsons
7. Library: Library Director Carden
8. Municipal Court: Magistrate Roberts
9. Development Services Department: City Administrator Watson  
Over-time Report
10. Public Works Department: Public Works Director Warren
11. Social Services Department: Director Bryan

### OLD BUSINESS:

### NEW BUSINESS:

12. Resolution 21-000715: Consider Declaring Certain Conditions to be a Public Nuisance and an Unsafe Building at 7432 Mississippi Avenue
13. Resolution 21-000735: Consider Declaring Certain Conditions to be a Public Nuisance and an Unsafe Building at 7363 Mississippi Avenue
14. Ordinance 2021-08-01: Consider Bond Refinancing

- [15.](#) Ordinance 2021-08-02: Consider Maintenance of current form of City Council Government Following Release of Federal Decennial Census
- [16.](#) Ordinance 2021-08-03: Consider Establishing a Temporary Moratorium Against R-5 and R-6 Zoning Applications
- [17.](#) Resolution 2021-08-04: Consider Agreement for Municipal Inmate Housing
- [18.](#) Resolution 2021-08-05: Consider Civic Appropriation to City of Leeds Board of Education for Leeds High School Band Boosters
- [19.](#) Resolution 2021-08-06: Consider Occupational Tax Refund Request

**PUBLIC COMMENTS**

*All comments are to be limited to 2 minutes*

**ADJOURNMENT**

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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.

**File Attachments for Item:**

1. Consider Determination of Certain Conditions to be a Public Nuisance and an Unsafe Building at 7432 Mississippi Avenue

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NOTICE Judge of Probate Jefferson County, AL Rec: S19.00  
s: DRBESS

4/20/2021

View File

**NOTICE TO VACATE AND REPAIR UNSAFE BUILDING**

**To:** ROSE BURNIS & GLADYS & MARBURY  
7432 MISSISSIPPI AVE  
LEEDS, AL 35094

**Date of Notice:** APRIL 20,2021

**RE:** 7432 MISSISSIPPI AVE LEEDS, AL 35094

**Legal Description:** 2004 SPLIT PT TO 6.1 2005 SPLIT COMB/W 6.1 - 2004

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

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

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

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

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

**RIGHT TO HEARING:**

You have the right to request a hearing by filing a written request before the City Council of the City of Leeds, together with any objection to the findings by the City Officials that such building is unsafe. This filing shall hold in abeyance any action by the City until a final determination is made. This hearing shall be held on JUNE 17,2021 at 6:00 PM in the Civic Center Meeting Room – Leed City Hall Annex - 1412 9th St, Leeds AL 35094.

**NO HEARING REQUESTED:**

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

**APPEAL FROM DECISION:**

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

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

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Document:

**Date Taken:**03/23/2021  
**Address:**7432 MISSISSIPPI

**Taken by:**Kathy Capps  
**Case Number:**21-000715

7



Document:

**Date Taken:**03/23/2021  
**Address:**7432 MISSISSIPPI

**Taken by:**Kathy Capps  
**Case Number:**21-000715

8



Document:

**Date Taken:**03/23/2021  
**Address:**7432 MISSISSIPPI

**Taken by:**Kathy Capps  
**Case Number:**21-000715



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Document:

**Date Taken:**03/23/2021  
**Address:**7432 MISSISSIPPI

**Taken by:**Kathy Capps  
**Case Number:**21-000715

**File Attachments for Item:**

2. Consider Determination of Certain Conditions to be a Public Nuisance and an Unsafe Building at 7363 Mississippi Avenue

4/20/2021

View File

## NOTICE TO VACATE AND REPAIR UNSAFE BUILDING

**To:** TRUSTEES OF RUSSELL HTS MASONIC LODGE #665,  
7363 MISSISSIPPI AVE  
LEEDS, AL 35094

**Date of Notice:** APRIL20,2021

**RE:** 7363 MISSISSIPPI AVE LEEDS, AL 35094

**Legal Description:**

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

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

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

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

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

**RIGHT TO HEARING:**

You have the right to request a hearing by filing a written request before the City Council of the City of Leeds, together with any objection to the findings by the City Officials that such building is unsafe. This filing shall hold in abeyance any action by the City until a final determination is made. This hearing shall be held on JUNE 17, 2021 at 6:00 PM in the Civic Center Meeting Room – Leed City Hall Annex - 1412 9th St, Leeds AL 35094.

**NO HEARING REQUESTED:**

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

**APPEAL FROM DECISION:**

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

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

13



Document:

**Date Taken:**03/23/2021  
**Address:**7363 MISSISSIPPI

**Taken by:**Kathy Capps  
**Case Number:**21-000735

14



Document:

**Date Taken:**03/23/2021  
**Address:**7363 MISSISSIPPI

**Taken by:**Kathy Capps  
**Case Number:**21-000735

15



Document:

**Date Taken:**03/23/2021  
**Address:**7363 MISSISSIPPI

**Taken by:**Kathy Capps  
**Case Number:**21-000735

**File Attachments for Item:**

3. Minutes from August 02, 2021





# CITY OF LEEDS, ALABAMA

## REGULAR COUNCIL MEETING MINUTES

Leeds Municipal Annex - 1412 9th Street; Leeds, Alabama 35094

August 02, 2021 @ 6:00 PM

### CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 6:06 pm.

### ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

#### PRESENT

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

#### INVOCATION

Council member Eric Turner

#### PLEDGE OF ALLEGIANCE

Mayor David Miller

### PUBLIC HEARING

1. Request for an Alcoholic Beverage License to AAA & SSS Business LLC, trade name A & S Cigar & Tobacco & Convenience Shop at 1639 Ashville Road  
No one was present. There was no public comment. Item was referred to Council.
2. Consider Determination of Certain Conditions to be a Public Nuisance and an Unsafe Building at 1263 Rosa Parks Lane  
No one was present. There was no public comment. Item was referred to Council.

Public Hearing closed at 6:09 pm.

### APPROVE COUNCIL MINUTES

3. Minutes from July 19, 2021

Motion to approve minutes from July 19, 2021 made by Council member Latta, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

**REPORTS OF OFFICERS:**

4. Mayor's Report: Mayor David Miller  
No Report
5. Police Department: Chief Atkinson  
Absent
6. Fire Department: Chief Parsons  
Captain Courington was present in Chief Parsons absence. No report given.
7. Library: Library Director Carden  
No Report
8. Municipal Court: Magistrate Roberts  
Absent
9. Development Services Department: City Administrator Watson  
No Report
10. Public Works Department: Public Works Director Warren  
No Report
11. Social Services Department: Director Bryan  
Ms. Bryan announced the Senior Center will now be open Monday to Friday from 10 am to 2 pm.

**OLD BUSINESS:**

There was none.

**NEW BUSINESS:**

12. Resolution 2021-08-01: Consider a budget amendment and approval for Records Management System Software  
Captain Courington explained this is software with a billing program for the City's ambulance service.  
Motion to approve Resolution 2021-08-01 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce
13. Resolution 2021-08-02: Consider Approval of Alcohol License to AAA & SSS Business LLC, trade name A & S Cigar & Tobacco & Convenience Shop at 1639 Ashville Road  
Motion to approve Resolution 2021-08-02 made by Council member Turner, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce
14. Resolution 21-000722: Consider Declaring Certain Conditions to be a Public Nuisance and an Unsafe Building at 1263 Rosa Parks Lane

Mr. Watson recommends approval and its abatement.

Motion to approve Resolution 21-000722 made by Council member Washington, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce

15. Resolution 2021-08-3: Consider waiver of bingo license fee

Mr. Don Tice, representative for Knights of Columbus, gave a list of charities which they donate to.

Motion to approve Resolution 2021-08-03 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce. Voting Abstaining: Council member Washington

## **PUBLIC COMMENTS**

Mayor Miller gave an update on the new trash contract and problems therein.

## **ADJOURNMENT**

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

The meeting was adjourned at 6:40 pm.

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David Miller, Mayor

Attest:

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Toushi Artbitelle, City Clerk

**File Attachments for Item:**

5. Police Department: Chief Atkinson

July 2021 Council report



J ATKINSON  
CHIEF OF POLICE

THE CITY OF LEEDS  
LEEDS POLICE DEPARTMENT

1040 PARK DRIVE  
LEEDS, ALABAMA 35094-2213  
BUS: (205) 699-2581  
FAX: (205) 702-6556



DAVID MILLER  
MAYOR

DATE: August 4th 2021

Mayor and Council:

The following is a summary of the Police Department activities for the month of July and the 2021 year-to-date totals.

**Police Department Activity Summary**

Category	*Calls Answered	Accidents Investigated	All Reports	Traffic Stops	Traffic Citations	Warning Citations	Non-Traffic Citations	Misd. Arrests	Felony Arrests	Warrants Served
July 2021	798	41	196	282	152	123	7	15	5	110
2021 YTD	5167	242	1196	2161	1288	864	30	182	118	718
July 2020	1002	38	201	425	301	233	0	34	19	61
2020 YTD	5747	250	1172	2089	1738	821	19	239	94	325

Category	*Officer Assists	*Public Assists	Court Hours	Training Hours	Shifts Worked	Miles Driven	Dispatch CFS	Business Cks/Card		
July 2021	379	264	42	42	261	19,608	1,705	252		
2021 YTD	2275	1721	294	245	1685	152,338	11899	1437		
July 2020	378	390	12	4	270	21,714	1782	235		
2020 YTD	2158	2004	110	232	1775	123,628	10993	1763		

\*Calls answered, Officer Assists and Public Assists equal all calls.

**Jail Expenses**

**Prisoner Transportation**

No. of Inmate Days	60	July 2021	Miles =	962.0	July 2021	Hours =	42.0
July Expenses	\$1,950.00	2021 YTD	Miles =	9,431.5	2021 YTD	Hours =	415.0
2021 YTD	\$22,067.50						
2020 Total	\$40,507.50	2020 Total	Miles =	14,162.2	2020 Total	Hours =	522.0

**False Alarms**

False Alarms	Burglary Business	Burglary Residence	Robbery Business	Robbery Residence	Totals	Chargeable	
July 2021	9	3	0	0	12	12	
2021 YTD	74	56	4	0	134	134	
2020 Total	170	118	15	1	304	304	

**Assigned Cases**

<b>Statistics for Leeds, Alabama</b>	<b>Homicide</b>	<b>Rape</b>	<b>Robbery</b>	<b>Assault</b>	<b>Burglary</b>	<b>Felony Theft</b>	<b>MVT</b>
July 2021	0	1	0	0	1	24	3
2021 YTD	0	9	1	7	17	79	13
Cases Cleared YTD	0	7	1	7	9	27	7
July 2020	0	0	0	1	10	4	1
2020 YTD	1	4	3	6	33	53	8

Respectfully Submitted,

Sgt. J.Scott

**File Attachments for Item:**

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

# Department Hours- OT

From 07/27/21 to 08/09/21

Department	OT	PDC	FDC	Totals
	229:59	50:00	73:45	353:44
ADM-1	14:04			14:04
CRT-11	4:53			4:53
DEV-50	2:36			2:36
FIRE1-26	52:00		24:00	76:00
FIRE2-26			49:45	49:45
POL-22	115:29	50:00		165:29
STR-80	40:57			40:57



**File Attachments for Item:**

12. Resolution 21-000715: Consider Declaring Certain Conditions to be a Public Nuisance and an Unsafe Building at 7432 Mississippi Avenue

26

**RESOLUTION #21-000715  
RESOLUTION DETERMINING STRUCTURE TO BE UNSAFE AND AUTHORIZING AND DIRECTING ITS DEMOLITION**

**Record Owner:** ROSE BURNIS & GLADYS & MARBURY

**Property:** 7432 MISSISSIPPI

**Tax ID:** 2500174024006000

**CITY OF LEEDS, ALABAMA**

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

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

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

**WHEREAS**, after a public hearing held on August 16, 2021, the matter came before the Council for a determination of whether the Structure was unsafe to the extent that it constitutes a public nuisance and whether to order its demolition;

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

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

**ADOPTED and APPROVED this 08/16/2021.**

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 08/16/2021.

\_\_\_\_\_  
Toushi Arbitelle, City Clerk

**File Attachments for Item:**

13. Resolution 21-000735: Consider Declaring Certain Conditions to be a Public Nuisance and an Unsafe Building at 7363 Mississippi Avenue

28

**RESOLUTION #21-000735  
RESOLUTION DETERMINING STRUCTURE TO BE UNSAFE AND AUTHORIZING AND DIRECTING ITS DEMOLITION**

**Record Owner:** TRUSTEES OF RUSSELL HTS MASONIC LODGE #665,

**Property:** 7363 MISSISSIPPI

**Tax ID:** 2500173005004000

**CITY OF LEEDS, ALABAMA**

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

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

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

**WHEREAS**, after a public hearing held on August 16, 2021, the matter came before the Council for a determination of whether the Structure was unsafe to the extent that it constitutes a public nuisance and whether to order its demolition;

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

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

**ADOPTED and APPROVED this 08/16/2021.**

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 08/16/2021.

\_\_\_\_\_  
Toushi Arbitelle, City Clerk

**File Attachments for Item:**

14. Ordinance 2021-08-01: Consider Bond Refinancing

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**ORDINANCE NO. 2021-08-01**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF  
NOT EXCEEDING \$3,000,000 PRINCIPAL AMOUNT OF  
TAXABLE GENERAL OBLIGATION REFUNDING WARRANTS,  
SERIES 2021-A, AND  
NOT EXCEEDING \$11,000,000 PRINCIPAL AMOUNT OF  
TAXABLE GENERAL OBLIGATION REFUNDING WARRANTS (94.01 PROJECTS),  
SERIES 2021-B**

**Adopted by  
the City Council of the  
City of Leeds  
on  
August 16, 2021**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF  
NOT EXCEEDING \$3,000,000 PRINCIPAL AMOUNT OF  
TAXABLE GENERAL OBLIGATION REFUNDING WARRANTS,  
SERIES 2021-A, AND  
NOT EXCEEDING \$11,000,000 PRINCIPAL AMOUNT OF  
TAXABLE GENERAL OBLIGATION REFUNDING WARRANTS (94.01 PROJECTS),  
SERIES 2021-B**

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

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## ARTICLE 1

### Definitions

#### SECTION 1.01 Definitions and Use of Phrases

For all purposes of this ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular, and vice versa.

(b) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this ordinance as a whole and not to any particular Article, Section or other subdivision.

“**Business Day**” shall mean any day other than a Saturday, a Sunday or a day on which either (i) banking institutions in the city where the Principal Office of the Paying Agent is located or (ii) the Federal Reserve is required or authorized to close.

“**City**” shall mean the City of Leeds, a municipal corporation organized under the laws of the State of Alabama.

“**City Council**” shall mean the City Council of the City of Leeds, Alabama.

“**Debt Service**” shall mean the principal, premium (if any) and interest payable on the Warrants.

“**Defaulted Interest**” shall have the meaning stated in Section 3.08.

“**Enabling Law**” shall mean Sections 11-47-2 and 11-81-4 of the Code of Alabama 1975, as amended, and Amendment No.772 to the Constitution of Alabama of 1901, as amended.

“**Federal Securities**” shall mean direct obligations of, or obligations the payment of which is guaranteed by, the United States of America.

“**Holder**” when used with respect to any Warrant shall mean the person in whose name such Warrant is registered in the Warrant Register.

“**Interest Payment Date**”, when used with respect to any installment of interest on a Warrant, shall mean the date specified in such Warrant as the fixed date on which such installment of interest is due and payable.

“**Opinion of Counsel**” shall mean a written opinion of counsel acceptable to the Paying Agent.

**“Original Purchaser”** shall mean the original purchaser of the Warrants from the City identified in Section 7.01.

**“Outstanding”** when used with respect to Warrants shall mean, as of the date of determination, all Warrants authenticated and delivered under this ordinance, except:

(i) Warrants cancelled by the Paying Agent or delivered to the Paying Agent for cancellation,

(ii) Warrants for whose payment or redemption money in the necessary amount has been deposited with the Paying Agent for the Holders of such Warrants, provided that, if such Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this ordinance or provision therefor satisfactory to the Paying Agent has been made; and

(iii) Warrants in exchange for or in lieu of which other Warrants have been registered and delivered under this ordinance.

**“Paying Agent”** shall mean the agent of the City appointed as such pursuant to Section 3.10 for the purpose of paying Debt Service on the Warrants.

**“Post-Default Rate”** shall mean the respective rates borne by the Warrants. Interest at the Post-Default Rate shall be computed on the basis of an assumed year of 360 days with 12 months with 30 days each.

**“Principal Office of the Paying Agent”** shall mean the office where the Paying Agent maintains its corporate trust office in Birmingham, Alabama, or such other office as shall be designated by the Paying Agent by written notice to the City and the Holders of the Warrants.

**“Principal Payment Date”**, when used with respect to any Warrant, shall mean the date specified in such Warrant as the fixed date on which the principal of such Warrant is due and payable.

**“Qualified Investments”** shall mean:

(a) Federal Securities.

(b) An interest in any trust or fund that invests solely in Federal Securities or repurchase agreements with respect to Federal Securities.

(c) A certificate of deposit issued by, or other interest-bearing deposit with, any bank organized under the laws of the United States of America or any state thereof (including without limitation the Trustee), provided that (1) long-term deposits with such bank are rated by Moody’s or S & P in one of the three highest rating categories, or (2) such deposit is collaterally secured by the issuing bank by pledging securities having a market value (exclusive of accrued interest) not less than the face amount of such certificate less the amount of such deposit insured by the Federal Deposit Insurance Corporation.

(d) A repurchase agreement with respect to Federal Securities, provided that the Federal Securities subject to such repurchase agreement are held by or under the control of the Trustee pursuant to a perfected security interest free and clear of third-party liens.

**“Refunded Series 2017 Warrants”** shall mean those of (i) the Series 2017-A Warrants maturing on November 1, in the years specified in the Confirmation Certificate described in Section 3.02 and (ii) Series 2017-B Warrants maturing on November 1, in the years specified in the Confirmation Certificate described in Section 3.02.

**“Refunded Series 2018 Warrants”** shall mean those of the Series 2018 Warrants maturing on May 1, in the years specified in the Confirmation Certificate described in Section 3.02.

**“Refunded Warrants”** shall mean the Refunded Series 2017 Warrants and Refunded Series 2018 Warrants.

**“Regular Record Date”** for the interest payable on any Interest Payment Date on the Warrants shall mean the date specified in Section 3.08.

**“Series 2017-A Warrants”** shall mean the City’s General Obligation Warrants, Series 2017-A, dated November 1, 2017, outstanding in the aggregate principal amount of \$5,110,000 which are being refunded in part in advance of maturity by the Series 2021-B Warrants, a portion of which will remain outstanding after the issuance of the Series 2021 Warrants.

**“Series 2017-B Warrants”** shall mean the City’s General Obligation Warrants, Series 2017-B, dated November 1, 2017, outstanding in the aggregate principal amount of \$2,555,000 which are being refunded in part in advance of maturity by the Series 2021-A Warrants, a portion of which will remain outstanding after the issuance of the Series 2021 Warrants.

**“Series 2018 Warrants”** shall mean the City’s Taxable General Obligation Warrants, Series 2018, dated May 31, 2018, outstanding in the aggregate principal amount of \$5,560,000 which are being refunded in part in advance of maturity by the Series 2021-B Warrants, a portion of which will remain outstanding after the issuance of the Series 2021 Warrants.

**“Series 2021 Warrants”** or **“Warrants”** shall mean the Series 2021-A Warrants and the Series 2021-B Warrants authorized to be issued hereunder.

**“Series 2021-A Warrants”** shall mean the Series 2021-A Warrants authorized to be issued hereunder.

**“Series 2021-B Warrants”** shall mean the Series 2021-B Warrants authorized to be issued hereunder.

“**Special Record Date**” for the payment of any Defaulted Interest on Warrants shall mean the date fixed by the Paying Agent pursuant to Section 3.08.

“**Warrant**” shall mean any Warrant authenticated and delivered pursuant to this ordinance.

“**Warrant Fund**” shall mean the funds established pursuant to Section 6.01.

“**Warrant Holder,**” when used with respect to any Warrant, shall mean the person in whose name such Warrant is registered in the Warrant Register.

“**Warrant Payment Date**” shall mean the date specified in the Warrants (including any date fixed for redemption of Warrants) on which Debt Service is payable.

“**Warrant Register**” shall mean the register or registers for the registration and transfer of Warrants maintained by the City pursuant to Section 3.06.

## ARTICLE 2

### Representations and Warranties

#### SECTION 2.01 Findings, Representations and Warranties

The City makes the following findings, representations and warranties as the basis for the undertakings on its part herein contained:

(a) It is necessary and in the public interest for the City to (i) refund the Refunded Warrants, (ii) pay the costs of issuing the Warrants, and (iii) issue the Warrants herein authorized for such purposes.

(b) Immediately after the issuance of the Warrants the total indebtedness of the City chargeable against the debt limitation for the City prescribed by the Constitution of the State of Alabama will not be more than 20% of the assessed valuation of taxable property within the corporate limits of the City for the last fiscal year (ended September 30, 2020).

## ARTICLE 3

### The Warrants

#### SECTION 3.01 Authorization of Warrants

Pursuant to the authority to do so contained in the applicable provisions of the constitution and laws of Alabama, including particularly the Enabling Law, there is hereby authorized to be issued (i) a series of warrants entitled “Taxable General Obligation Refunding Warrants, Series 2021-A” (herein called the “Series 2021-A Warrants”) and (ii) a series of warrants entitled “Taxable General Obligation Warrants (94.01 Projects), Series 2021-B” (herein called the “Series 2021-B Warrants”) (the Series 2021-A Warrants and the Series 2021-B Warrants together herein called the “Series 2021 Warrants” or the “Warrants”). The Warrants shall be issued for the purposes specified in Article 2.

#### SECTION 3.02 Amount and Terms

(a) The Warrants may be issued as one or more series of Warrants with appropriate designations. The aggregate principal amount of the Series 2021-A Warrants which may be authenticated and delivered and Outstanding is limited to an amount not exceeding \$3,000,000. The aggregate principal amount of the Series 2021-B Warrants which may be authenticated and delivered and Outstanding is limited to an amount not exceeding \$11,000,000. The precise amount of the Warrants will be as set forth in one or more Confirmation Certificates as applicable for the Warrants executed by the Mayor of the City (each called a “Confirmation Certificate”). The execution of the Confirmation Certificate by the Mayor is hereby authorized; provided, however that such Warrants shall be in the maximum principal amount, bear interest at the maximum per annum interest rates, and mature not later than the final maturity date as set forth in Section 7.01 hereof.

(b) The Warrants shall be issuable as fully registered bonds without coupons in the principal amounts specified in subsection (c) below. Each series of the Warrants shall be numbered from 1 upward.

(c) The Warrants shall be issued in denominations of \$5,000 or any multiple thereof. Each Warrant shall have a single principal maturity and shall mature on May 1 in the years and principal amounts (each such maturity date being herein called a “Principal Payment Date”) as set forth in the Confirmation Certificate. All Warrants with the same maturity shall bear interest at the same rate. The principal amount of Warrants maturing on each Principal Payment Date and the applicable rate of interest for the Warrants of each such maturity shall be as set forth in the Confirmation Certificate.

(d) The Warrants of each series shall be dated the date of their delivery and shall bear interest from such date, or the most recent date to which interest has been paid or duly provided for, until the principal thereof shall become due and payable, at the applicable rates per annum set forth above. Interest on the Warrants shall be payable on May 1 and November 1 in each year, beginning November 1, 2021 (each such date being herein called an “Interest Payment

Date”), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest on overdue principal and premium and (to the extent legally enforceable) on any overdue installment of interest on the Warrants shall be payable at the Post-Default Rate.

(e) Payment of interest on the Warrants for which payment is due, and punctually paid or duly provided for, on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the persons entitled thereto at their addresses appearing in the Warrant Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) the Warrants and payment of accrued interest on the Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Principal Office of the Paying Agent.

(f) Subsection (e) of this Section to the contrary notwithstanding, upon the written request of the Holder of any Warrant in a principal amount of not less than \$1,000,000, the Paying Agent will make payment of the Debt Service due on such Warrant on any Warrant Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent, provided that:

(i) such written request contains adequate instructions for the method of payment, and

(ii) payment of the principal of (and redemption premium, if any, on) such Warrant and payment of accrued interest on such Warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Warrant to the Paying Agent.

### **SECTION 3.03 Form of Warrants**

The Warrants and the authentication certificates shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this ordinance:

#### **[Form of Series 2021-A Warrant]**

*Unless this Warrant is presented by an authorized representative of The Depository Trust Companies, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

**City of Leeds**

**Taxable General Obligation Refunding Warrants, Series 2021-A**

**\$** **No.**

**Maturity Date:** **Interest Rate:** **CUSIP:**

THE CITY OF LEEDS, a municipal corporation organized under the laws of the State of Alabama (the “City”), for value received, hereby acknowledges that it is indebted in the principal sum of

and hereby directs its Treasurer to pay (but solely out of the Warrant Fund referred to below) such principal sum to

**CEDE & CO.**

or registered assigns, on the maturity date specified above and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof, or the most recent date to which interest has been paid or duly provided for, until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on March 1 and September 1 in each year, beginning March 1, 2022 (each such date being herein called an “Interest Payment Date”), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Ordinance referred to below.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date and shall be paid to the person in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Paying Agent, notice of such Special Record Date being given to Holders of the Warrants not less than 10 days prior to such Special Record Date.

Payment of interest on this warrant due on each Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Warrant Register maintained by the Paying Agent. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) this warrant and payment of accrued interest on this warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of this warrant at the Principal Office of the Paying Agent. Upon the terms and conditions provided in the Warrant Ordinance, the Holder of any Warrant in a principal

amount of not less than \$1,000,000 may request that payment of Debt Service on such Warrant be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Paying Agent. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This warrant is one of a duly authorized issue of warrants of the City, aggregating \$\_\_\_\_,000 in principal amount, entitled "Taxable General Obligation Refunding Warrants, Series 2021-A)" (the "Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the City (the "Warrant Ordinance") and the constitution and laws of the State of Alabama, including particularly Sections 11-47-2 and 11-81-4 of the Code of Alabama 1975, as amended. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Ordinance.

The Warrant Ordinance provides that Regions Bank, a state banking corporation with a corporate trust office in the City of Birmingham, Alabama, will serve as "Paying Agent" with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Ordinance. For purposes of this warrant and the Warrant Ordinance, the Principal Office of the Paying Agent shall mean the office where the Paying Agent maintains its corporate trust office in Birmingham, Alabama, or such other office as shall be designated by the Paying Agent by written notice to the City and the Holders of the Warrants.

The indebtedness evidenced by the Warrants is a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged, pro rata and without preference or priority of one Warrant over another.

Pursuant to the Warrant Ordinance the City has established a special fund for the payment of Debt Service on the Warrants (the "Warrant Fund") that will be held by the Paying Agent. The City has obligated itself to pay or cause to be paid into the Warrant Fund from the taxes, revenues or other general funds of the City sums sufficient to provide for the payment of Debt Service on the Warrants as the same becomes due and payable.

In the manner and with the effect provided in the Warrant Ordinance, the Warrants are subject to redemption prior to maturity as follows:

**Optional Redemption.** The Warrants, or any smaller principal amount of such Warrants that is a multiple of the smallest authorized denomination, may be redeemed at the option of the City on September 1, 20\_\_ or any date thereafter at a redemption price of 100% of the principal amount so redeemed, plus accrued interest to the redemption date.

**Mandatory Redemption of Term Warrants.** The Warrants maturing on September 1, 20\_\_ and bearing an interest rate of \_\_\_\_% (the "20\_\_ Term Warrants") are subject to mandatory redemption, by lot, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on September 1, 20\_\_ (after credit as provided below).



<b>Year</b>	<b>Amount</b>
20	,000

\$\_\_\_\_,000 of the 20\_\_ Term Warrants will be retired at maturity

The Warrants maturing on September 1, 20\_\_ and bearing an interest rate of \_\_\_\_% (the “20\_\_ Term Warrants”) are subject to mandatory redemption, by lot, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on September 1, 20\_\_ (after credit as provided below).

<b>Year</b>	<b>Amount</b>
20	,000

\$\_\_\_\_,000 of the 20\_\_ Term Warrants will be retired at maturity

Not less than 30 or more than 60 days prior to each mandatory redemption date with respect to the Term Warrants, the Paying Agent shall proceed to select for redemption, by lot, Term Warrants or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such Term Warrants or portions thereof for redemption on such mandatory redemption date. The City may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the Term Warrants scheduled for redemption on such date: (i) the principal amount of Term Warrants delivered by the City to the Paying Agent for cancellation and not previously claimed as a credit; and (ii) the principal amount of Term Warrants previously redeemed pursuant to the optional redemption provisions of the Warrant Ordinance and not previously claimed as a credit.

Any redemption shall be made upon at least 30 days’ notice in the manner and upon the terms and conditions provided in the Warrant Ordinance.

Except in the case of mandatory redemption of Term Warrants, if less than all Warrants Outstanding are to be redeemed, the particular Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Warrants, and (ii) if less than all Warrants with the same stated maturity and coupon are to be redeemed, the Warrants of such maturity and coupon to be redeemed shall be selected by lot by the Paying Agent.

If a trust is established for payment of less than all Warrants of a particular maturity and coupon, the Warrants of such maturity and coupon to be paid from the trust shall be selected by the Paying Agent by lot within 7 days after such trust is established and shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent

shall notify holders whose Warrants (or portions thereof) have been selected for payment from such trust and shall direct such holders to surrender their Warrants to the Paying Agent in exchange for Warrants with the appropriate designation.

As provided in the Warrant Ordinance and subject to certain limitations set forth therein, this warrant is transferable on the Warrant Register maintained at the Principal Office of the Paying Agent, upon surrender of this warrant for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Warrants of a like aggregate principal amount, of any authorized denominations and of the same maturity, will be issued to the designated transferee or transferees.

The Warrants are issuable in denominations of \$5,000 or any multiple thereof. As provided in the Warrant Ordinance and subject to certain limitations therein set forth, Warrants are exchangeable for a like aggregate principal amount of Warrants of any authorized denominations and of the same maturity, as requested by the Holder surrendering the same.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name this warrant is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this warrant is overdue, and neither the City, the Paying Agent nor any agent shall be affected by notice to the contrary.

The City and the Paying Agent will, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice by registered or certified mail is given as required by the Warrant Ordinance.

Upon any partial redemption of a Warrant, such Warrant, except as otherwise permitted by the Warrant Ordinance, shall be surrendered to the Paying Agent in exchange for one or more new Warrants of the same maturity and in authorized form for the unredeemed portion of principal.

Any Warrant (or portion thereof) which is to be redeemed must be surrendered to the Paying Agent for payment of the redemption price. Warrants (or portions thereof) duly called for redemption will cease to bear interest after the redemption date, unless the City defaults in payment of the redemption price.

It is hereby certified, recited and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered as a claim against the Warrant Fund in the manner provided

by law; that all acts, conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the issuance of this warrant have happened, do exist and have been performed; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the City, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

Unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this warrant shall not be entitled to any benefit under the Warrant Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City has caused this warrant to be duly executed under its corporate seal.

Dated: \_\_\_\_\_, 2021.

**CITY OF LEEDS**

By \_\_\_\_\_  
Its Mayor

[SEAL]  
Attest:

\_\_\_\_\_  
Its City Clerk

[Form of Registration As Claim Against Warrant Fund]

I hereby certify that this warrant has been registered by me as a claim against the Warrant Fund referred to in this warrant.

\_\_\_\_\_  
Treasurer of the City of Leeds

**Certificate of Authentication**

This warrant is one of the Warrants issued pursuant to the within-mentioned Warrant Ordinance.

Date of Authentication:

**REGIONS BANK,**  
as Paying Agent

By: \_\_\_\_\_  
Its Authorized Officer

**[Form for Assignment]**

For value received, \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto this warrant and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney to transfer this warrant on the books of the within named City at the office of the within named Paying Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
(Bank, Trust Company or Firm\*)

By \_\_\_\_\_  
(Authorized Officer)

Medallion Number: \_\_\_\_\_

\*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

[Form of Series 2021-B Warrant]

Unless this Warrant is presented by an authorized representative of The Depository Trust Companies, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

City of Leeds

Taxable General Obligation Refunding Warrants, Series 2021-B

\$ No.

Maturity Date: Interest Rate: CUSIP:

THE CITY OF LEEDS, a municipal corporation organized under the laws of the State of Alabama (the "City"), for value received, hereby acknowledges that it is indebted in the principal sum of

and hereby directs its Treasurer to pay (but solely out of the Warrant Fund referred to below) such principal sum to

CEDE & CO.

or registered assigns, on the maturity date specified above and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof, or the most recent date to which interest has been paid or duly provided for, until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on March 1 and September 1 in each year, beginning March 1, 2022 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Ordinance referred to below.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date and shall be paid to the person in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Paying Agent, notice of such Special Record Date being given to Holders of the Warrants not less than 10 days prior to such Special Record Date.

Payment of interest on this warrant due on each Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing

in the Warrant Register maintained by the Paying Agent. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) this warrant and payment of accrued interest on this warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of this warrant at the Principal Office of the Paying Agent. Upon the terms and conditions provided in the Warrant Ordinance, the Holder of any Warrant in a principal amount of not less than \$1,000,000 may request that payment of Debt Service on such Warrant be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Paying Agent. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This warrant is one of a duly authorized issue of warrants of the City, aggregating \$\_\_\_\_,000 in principal amount, entitled "Taxable General Obligation Refunding Warrants, Series 2021-B)" (the "Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the City (the "Warrant Ordinance") and the constitution and laws of the State of Alabama, including particularly Sections 11-47-2 of the Code of Alabama 1975, as amended. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Ordinance.

The Warrant Ordinance provides that Regions Bank, a state banking corporation with a corporate trust office in the City of Birmingham, Alabama, will serve as "Paying Agent" with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Ordinance. For purposes of this warrant and the Warrant Ordinance, the Principal Office of the Paying Agent shall mean the office where the Paying Agent maintains its corporate trust office in Birmingham, Alabama, or such other office as shall be designated by the Paying Agent by written notice to the City and the Holders of the Warrants.

The indebtedness evidenced by the Warrants is a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged, pro rata and without preference or priority of one Warrant over another.

Pursuant to the Warrant Ordinance the City has established a special fund for the payment of Debt Service on the Warrants (the "Warrant Fund") that will be held by the Paying Agent. The City has obligated itself to pay or cause to be paid into the Warrant Fund from the taxes, revenues or other general funds of the City sums sufficient to provide for the payment of Debt Service on the Warrants as the same becomes due and payable.

In the manner and with the effect provided in the Warrant Ordinance, the Warrants are subject to redemption prior to maturity as follows:

**Optional Redemption.** The Warrants, or any smaller principal amount of such Warrants that is a multiple of the smallest authorized denomination, may be redeemed at the option of the City on September 1, 20\_\_ or any date thereafter at a redemption price of 100% of the principal amount so redeemed, plus accrued interest to the redemption date.

**Mandatory Redemption of Term Warrants.** The Warrants maturing on September 1, 20\_\_ and bearing an interest rate of \_\_\_\_% (the “20\_\_ Term Warrants”) are subject to mandatory redemption, by lot, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on September 1, 20\_\_ (after credit as provided below).

<b>Year</b>	<b>Amount</b>
20	,000

\$\_\_\_\_,000 of the 20\_\_ Term Warrants will be retired at maturity

Not less than 30 or more than 60 days prior to each mandatory redemption date with respect to the Term Warrants, the Paying Agent shall proceed to select for redemption, by lot, Term Warrants or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such Term Warrants or portions thereof for redemption on such mandatory redemption date. The City may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the Term Warrants scheduled for redemption on such date: (i) the principal amount of Term Warrants delivered by the City to the Paying Agent for cancellation and not previously claimed as a credit; and (ii) the principal amount of Term Warrants previously redeemed pursuant to the optional redemption provisions of the Warrant Ordinance and not previously claimed as a credit.

Any redemption shall be made upon at least 30 days’ notice in the manner and upon the terms and conditions provided in the Warrant Ordinance.

Except in the case of mandatory redemption of Term Warrants, if less than all Warrants Outstanding are to be redeemed, the particular Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Warrants, and (ii) if less than all Warrants with the same stated maturity and coupon are to be redeemed, the Warrants of such maturity and coupon to be redeemed shall be selected by lot by the Paying Agent.

If a trust is established for payment of less than all Warrants of a particular maturity and coupon, the Warrants of such maturity and coupon to be paid from the trust shall be selected by the Paying Agent by lot within 7 days after such trust is established and shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent shall notify holders whose Warrants (or portions thereof) have been selected for payment from such trust and shall direct such holders to surrender their Warrants to the Paying Agent in exchange for Warrants with the appropriate designation.

As provided in the Warrant Ordinance and subject to certain limitations set forth therein, this warrant is transferable on the Warrant Register maintained at the Principal Office of the Paying Agent, upon surrender of this warrant for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Warrants of a like aggregate principal amount, of any authorized denominations and of the same maturity, will be issued to the designated transferee or transferees.

The Warrants are issuable in denominations of \$5,000 or any multiple thereof. As provided in the Warrant Ordinance and subject to certain limitations therein set forth, Warrants are exchangeable for a like aggregate principal amount of Warrants of any authorized denominations and of the same maturity, as requested by the Holder surrendering the same.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name this warrant is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this warrant is overdue, and neither the City, the Paying Agent nor any agent shall be affected by notice to the contrary.

The City and the Paying Agent will, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice by registered or certified mail is given as required by the Warrant Ordinance.

Upon any partial redemption of a Warrant, such Warrant, except as otherwise permitted by the Warrant Ordinance, shall be surrendered to the Paying Agent in exchange for one or more new Warrants of the same maturity and in authorized form for the unredeemed portion of principal.

Any Warrant (or portion thereof) which is to be redeemed must be surrendered to the Paying Agent for payment of the redemption price. Warrants (or portions thereof) duly called for redemption will cease to bear interest after the redemption date, unless the City defaults in payment of the redemption price.

It is hereby certified, recited and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered as a claim against the Warrant Fund in the manner provided by law; that all acts, conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the issuance of this warrant have happened, do exist and have been performed; and that the indebtedness evidenced and ordered



paid by this warrant, together with all other indebtedness of the City, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

Unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this warrant shall not be entitled to any benefit under the Warrant Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City has caused this warrant to be duly executed under its corporate seal.

Dated: \_\_\_\_\_, 2021.

**CITY OF LEEDS**

By \_\_\_\_\_  
Its Mayor

[SEAL]  
Attest:

\_\_\_\_\_  
Its City Clerk

[Form of Registration As Claim Against Warrant Fund]

I hereby certify that this warrant has been registered by me as a claim against the Warrant Fund referred to in this warrant.

\_\_\_\_\_  
Treasurer of the City of Leeds

**Certificate of Authentication**

This warrant is one of the Warrants issued pursuant to the within-mentioned Warrant Ordinance.

Date of Authentication:

**REGIONS BANK,**  
as Paying Agent

By: \_\_\_\_\_  
Its Authorized Officer

[Form for Assignment]

For value received, \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto this warrant and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney to transfer this warrant on the books of the within named City at the office of the within named Paying Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
(Bank, Trust Company or Firm\*)

By \_\_\_\_\_  
(Authorized Officer)

Medallion Number: \_\_\_\_\_

\*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

**SECTION 3.04 Execution, Registration and Authentication**

(a) The Warrants shall be executed on behalf of the City by its Mayor under its seal reproduced thereon and attested by its City Clerk and the certification of registration of each Warrant as a claim against the Warrant Fund shall be executed by the Treasurer of the City. The signature of any of these officers on the Warrants may be manual or, to the extent permitted by law, facsimile. Warrants bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the City shall bind the City, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Warrants or shall not have held such offices at the date of such Warrants.

(b) No Warrants shall be secured by, or be entitled to any lien, right or benefit under, this ordinance or be valid or obligatory for any purpose, unless there appears on such Warrant a certificate of authentication substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated and delivered hereunder.

### **SECTION 3.05 Temporary Warrants**

(a) Pending the preparation of definitive Warrants, the City may execute, and upon request of the City the Paying Agent shall authenticate and deliver, temporary Warrants which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Warrants in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Warrants may determine, as evidenced by their execution of such Warrants.

(b) If temporary Warrants are issued, the City will cause definitive Warrants to be prepared without unreasonable delay. After the preparation of definitive Warrants, the temporary Warrants shall be exchangeable for definitive Warrants upon surrender of the temporary Warrants at the Principal Office of the Paying Agent, without charge to the Holder. Upon surrender for cancellation of anyone or more temporary Warrants the City shall execute and the Paying Agent shall authenticate and deliver in exchange therefor a like principal amount of definitive Warrants of authorized denominations. Until so exchanged, temporary Warrants shall in all respects be entitled to the security and benefits of this ordinance.

### **SECTION 3.06 Registration, Transfer and Exchange**

(a) The City shall cause to be kept at the Principal Office of the Paying Agent a register (herein referred to as the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided. The Paying Agent is hereby appointed "Registrar" for the purpose of registering Warrants and transfers of Warrants as herein provided.

(b) Upon surrender for transfer of any Warrant at the Principal Office of the Paying Agent, the City shall execute, and the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Warrants of a like aggregate principal amount, of any authorized denominations and of the same maturity.

(c) At the option of the Holder, Warrants may be exchanged for other Warrants of a like aggregate principal amount, of any authorized denominations and of the same maturity, upon surrender of the Warrants to be exchanged at the Principal Office of the Paying Agent. Whenever any Warrants are so to be surrendered for exchange, the City shall execute, and the Paying Agent shall authenticate and deliver, the Warrants which the Holder making the exchange is entitled to receive.

(d) All Warrants surrendered upon any exchange or transfer provided for in this ordinance shall be promptly cancelled by the Paying Agent.

(e) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the City and entitled to the same security and benefits under this ordinance as the

Warrants surrendered upon such transfer or exchange.

(f) Every Warrant presented or surrendered for transfer or exchange shall (if so required by the City or the Paying Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed, by the Holder thereof or his attorney duly authorized in writing.

(g) No service charge shall be made for any transfer or exchange of Warrants, but the City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Warrants.

(h) Neither the City nor the Paying Agent shall be required (i) to transfer or exchange any Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Warrants and ending at the close of business on the day of such mailing, (ii) to transfer or exchange any Warrant so selected for redemption in whole or in part, or (iii) to exchange any Warrant during a period beginning at the opening of business on any Regular Record Date and ending at the close of business on the relevant Interest Payment Date therefor.

### **SECTION 3.07 Mutilated, Destroyed, Lost and Stolen Warrants**

(a) If (i) any mutilated Warrant is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (ii) there is delivered to the City and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the City or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the City shall execute and upon its request the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(b) Upon the issuance of any new Warrant under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(c) Every new Warrant issued pursuant to this Section in lieu of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this ordinance equally and ratably with all other Outstanding Warrants.

(d) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrants.

### **SECTION 3.08 Payment of Interest on Warrants; Interest Rights Preserved**

(a) Interest on any Warrant which is payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) next preceding such Interest Payment Date.

(b) Any interest on any Warrant which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the City to the persons in whose names such Warrants are registered at the close of business on a special record date (herein called a "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Warrant and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time the City shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held solely for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided. Thereupon the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Paying Agent of the notice of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of a Warrant at his address as it appears in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Warrants are registered on such Special Record Date.

(c) Subject to the foregoing provisions of this Section, each Warrant delivered under this ordinance upon transfer of or in exchange for or in lieu of any other Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Warrant and each such Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

### **SECTION 3.09 Persons Deemed Owners**

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of Debt Service on such Warrant (subject to Section 3.08) and for all other purposes whatsoever whether or not such Warrant is overdue, and, to the extent permitted by

law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

### **SECTION 3.10 Paying Agent/Registrar**

(a) Regions Bank, a state banking corporation with a corporate trust office in the City of Birmingham, Alabama, is hereby appointed “Paying Agent” and “Registrar” for the purpose of paying Debt Service on the Warrants on behalf of the City.

(b) The Debt Service on the Warrants shall, except as otherwise provided herein, be payable at the designated office of the Paying Agent.

(c) If the bank designated as Paying Agent pursuant to subsection (a) of this Section shall resign or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of it or of its property shall be appointed or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the City shall appoint a successor Paying Agent. Any successor Paying Agent must have capital and surplus of not less than \$50,000,000, must be subject to supervision or examination by federal or State of Alabama authority, and must have a corporate trust office within the State of Alabama. The City shall give notice of the appointment of any such successor Paying Agent by registered or certified mail to the Holders of Warrants as their names and addresses appear in the Warrant Register.

(d) By its acceptance of such duties hereunder, the Registrar shall accept and agree to perform the duties required by this Ordinance, subject, however, to the following conditions:

(i) The Registrar shall undertake to perform such duties and only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Registrar.

(ii) In the absence of bad faith or negligence on its part, the Registrar may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Registrar and conforming to the requirements of this Ordinance; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Registrar, the Registrar shall be under a duty to examine the same to determine whether they conform to the requirements of this Ordinance.

(iii) The Registrar shall perform the duties imposed by this Ordinance and exercise the rights and powers vested in it by this Ordinance in accordance with the same degree of care and skill in the performance of such duties as in the conduct of its own affairs.

(iv) No provision of this Ordinance shall be construed to relieve the Registrar from liability for its own gross negligence or willful misconduct, except that no provision of this Ordinance shall require the Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its

rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(v) The Registrar may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.

(vi) The Registrar need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such Warrant.

(vii) Any action taken by the Registrar at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any Warrant issued hereunder in lieu thereof.

(viii) The Registrar may be a Holder or a pledge of any of the Warrants as if not Registrar hereunder.

(ix) The Registrar shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

(x) The Registrar shall not be liable to pay or allow interest on any moneys to be held by it under this Ordinance or otherwise to invest any such moneys, except as specifically required by this Ordinance or as may be required by law or other written agreement between the City and the Registrar.

(xi) The Registrar may make any investments permitted or required hereby through its own investment department, and any Qualified Investments issued or held by it hereunder shall be deemed investments and not deposits.

(xii) The Registrar shall, upon reasonable request, inform the City of the amount at the time on deposit in any of the special funds or accounts created hereunder.

(xiii) The recitals of fact herein and in the Warrants are statements by the City and not by the Registrar, and the Registrar is in no way responsible for the validity or security of the Warrants or the validity of the security afforded hereby.

(e) Merger or Consolidation of Registrar. Any corporation into which the Registrar may be merged or with whom it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Registrar, shall be the successor of the Registrar hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case the registration certificates with respect to any Warrants shall have been executed by the Registrar then in office, any successor by merger or consolidation to such Registrar may adopt the registration of such Warrants and deliver such Warrants with the same effect as if such successor Registrar had itself registered such Warrants.

(f) Compensation of Registrar. Subject to the provisions of any separate agreement with the Registrar, the City shall pay to the Registrar from time to time reasonable compensation for all services rendered by it under this Ordinance, including its services as registrar and paying agent for the Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

(g) Resignation of Registrar: Appointment of Successor. The Registrar may resign and be discharged from the duties hereby created by causing written notice specifying the effective date of such resignation to be forwarded by United States registered or certified mail, postage prepaid, to the City, to the Insurer and to every Holder of a Warrant. Unless the effective date of the Registrar's resignation shall coincide with the appointment of a successor Registrar by the Holders of the Warrants as herein provided, such date shall be at least thirty (30) days after the date on which notice to the City and the Holders of the Warrants shall have been mailed.

If the Registrar shall resign, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by a written instrument or instruments signed by the Insurer, or if the Insurer is in breach of its obligations under the Bond Insurance Policy, the Holders of a majority in principal amount of the Warrants then outstanding and in the interim by an instrument executed by the City, such interim successor Registrar to be immediately and ipso facto superseded by the one appointed as above by the Holders of a majority in principal amount of the Warrants. The City shall cause notice of such interim appointment, in the event such is made, to be forwarded by United States registered or certified mail, postage prepaid, to the Insurer and to every Holder of a Warrant. When the appointment of a successor Registrar, as selected by the Holders of a majority in principal amount of the Warrants then outstanding, becomes effective, the City shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim successor Registrar. Every successor Registrar appointed pursuant to this section shall be a trust company or bank authorized to administer trusts and having, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$50,000,000, if there be such an institution willing, qualified and able to accept appointment as Registrar upon reasonable or customary terms.

### **SECTION 3.11 Payments Due on a Day Other than a Business Day**

If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

### **SECTION 3.12 Cancellation**

All Warrants surrendered for payment, redemption, transfer or exchange shall be promptly cancelled by the Paying Agent. No Warrants shall be registered in lieu of or in



exchange for any Warrant cancelled as provided in this Section, except as expressly provided by this ordinance.

### **SECTION 3.13 Book-Entry Only System; Payment Provisions**

(a) The registration and payment of Warrants shall be made pursuant to the Book-Entry Only System (the “Book-Entry Only System”) administered by The Depository Trust Company (“DTC”) in accordance with the Letter of Representations attached to and incorporated by reference in this ordinance as Exhibit A (the “Letter of Representations”) until such System is terminated pursuant to Section 3 .13(c).

(b) While Warrants are in the Book-Entry Only System the following provisions shall apply for purposes of this ordinance and shall supersede any contrary provisions of this ordinance:

(1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term “Warrants” shall mean each separate Security (as defined in the Letter of Representations) issued pursuant to the Book-Entry Only System, and the term “Holder” shall mean the person identified on the records of DTC as the owner of the related Security.

(2) The terms and limitations of this ordinance with respect to each separate Warrant shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this ordinance to Holders of Warrants from any other Financing Participant shall be delivered by such Financing Participant to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this ordinance to or from a Financing Participant other than a Holder of a Warrant shall be delivered directly to the Financing Participant as provided in this ordinance and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Warrants shall be made by the Paying Agent to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter or Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the City's obligations with respect to such payments.

(c) If the City and the Paying Agent concur that it would be in the best interests of the Holders of the Warrants for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by any Financing Participant acting alone in accordance with the Letter of Representations.

(d) If the Book-Entry Only System is discontinued, except as otherwise provided in this Section with respect to Wire Transfer rights, payment of interest on the Warrants which is due on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the persons entitled thereto at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) the Warrants and payment of accrued interest on the Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Paying Agent.

(e) Upon the written request of the Holder of Warrants in an aggregate principal amount of not less than \$1,000,000, the Paying Agent will make payment of the Debt Service due on such Warrants by Wire Transfer, provided that:

(1) such request contains adequate instructions for the method of payment, and

(2) payment of the principal of (and redemption premium, if any, on) such Warrants and payment of the accrued interest on such Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Warrants to the Paying Agent.

## **ARTICLE 4**

### **Redemption of Warrants**

#### **SECTION 4.01 General Applicability of Article**

(a) The Warrants shall be redeemable in accordance with the redemption provisions set forth in the form of the Warrants contained in Section 3.03 and the provisions of this Article and the Confirmation Certificate.

(b) Warrants shall be redeemed in accordance with the mandatory redemption provisions of the Warrants without any direction from or consent by the City. Warrants shall be redeemed in accordance with the optional redemption provisions of the Warrants only upon direction of the City.

#### **SECTION 4.02 Election to Redeem; Notice to Paying Agent**

The election of the City to exercise any right of optional redemption shall be evidenced by a certified resolution of the governing body of the City delivered to the Paying Agent. In case of any redemption at the option of the City of less than all the Outstanding Warrants, the City shall, at least 60 days prior to the date fixed by the City for redemption of Warrants (unless a shorter notice shall be satisfactory to the Paying Agent), notify the Paying Agent of such redemption date and of the principal amount and maturities of Warrants to be redeemed.

### **SECTION 4.03 Selection by Paying Agent of Warrants to be Redeemed**

(a) If less than all Warrants Outstanding are to be redeemed, the particular Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Warrants, and (ii) if less than all Warrants with the same stated maturity are to be redeemed, the Warrants of such maturity to be redeemed shall be selected by lot by the Paying Agent.

(b) The Paying Agent shall promptly notify the City in writing of the Warrants selected for redemption and, in the case of any Warrant selected for partial redemption, the principal amount thereof to be redeemed.

(c) For all purposes of this ordinance, unless the context otherwise requires, all provisions relating to the redemption of Warrants shall relate, in the case of any Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Warrant which has been or is to be redeemed.

### **SECTION 4.04 Notice of Redemption**

(a) Unless waived by the Holders of all Warrants then Outstanding, notice of redemption shall be given by registered or certified mail, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Warrants to be redeemed at his address appearing in the Warrant Register.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Warrants to be redeemed, and, if less than all Outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed,

(4) that on the redemption date the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and

(5) the place or places where the Warrants to be redeemed are to be surrendered for payment of the redemption price.

(c) Notice of redemption of Warrants to be redeemed at the option of the City shall be given by the City or, at the City's request, by the Paying Agent in the name and at the expense of the City. Notice of redemption of Warrants in accordance with the mandatory redemption provisions of the Warrants shall be given by the Paying Agent in the name and at the expense of the City.

(d) The City and the Paying Agent shall, to the extent practical under the circumstances, comply with the standard set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in this Section.

#### **SECTION 4.05 Deposit of Redemption Price**

Prior to any redemption date, the City shall deposit with the Paying Agent immediately available funds sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date. Such money shall be held solely for the benefit of the persons entitled to such redemption price.

#### **SECTION 4.06 Warrants Payable on Redemption Date**

(a) Notice of redemption having been given as aforesaid, the Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Warrants shall cease to bear interest. Upon surrender of any such Warrant for redemption in accordance with said notice such Warrant shall be paid by the City at the redemption price. Installments of interest due prior to the redemption date shall be payable to the Holders of the Warrants registered as such on the relevant Record Dates according to the terms of such Warrants and the provisions of Section 3.08.

(b) If any Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the Post-Default Rate.

#### **SECTION 4.07 Warrants Redeemed in Part**

Any Warrant which is to be redeemed only in part shall be surrendered at the Principal Office of the Paying Agent (with, if the City or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the Holder thereof or his attorney duly authorized in writing) and the City shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants, of the same maturity and of any authorized

denomination or denominations, as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

## **ARTICLE 5**

### **Source of Payment**

#### **SECTION 5.01 General Obligation**

The indebtedness evidenced and ordered paid by the Warrants shall be a general obligation of the City for the payment of Debt Service on which the full faith and credit of the City are hereby irrevocably pledged, pro rata and without preference or priority of one Warrant over another. The City hereby covenants and agrees to levy and collect taxes, to the maximum extent permitted by law, at such rate or rates as shall make available tax proceeds which, when added to the revenues of the City from other sources available for such purposes, will be sufficient to pay the reasonable expenses of carrying on the necessary governmental functions of the City and to pay Debt Service on the Warrants as the same shall become due and payable.

#### **SECTION 5.02 Provision for Payment of Warrants**

(a) If Debt Service on the Warrants is paid in accordance with the terms of the Warrants and this ordinance, then all covenants, agreements and other obligations of the City to the Warrantholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event the Paying Agent shall pay to the City any surplus remaining in the Warrant Fund.

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if:

(1) in case such Warrants are to be redeemed on any date prior to their maturity, either (i) the Paying Agent shall receive evidence that notice of such redemption has been given in accordance with the terms of this ordinance or (ii) the City shall confer on the Paying Agent irrevocable authority for the giving of such notice on behalf of the City,

(2) there shall have been deposited with the Paying Agent cash and/or Federal Securities which (assuming due and punctual payment of the principal of and interest on such Federal Securities) will provide money sufficient to pay when due the Debt Service due and to become due on such Warrants on and prior to the redemption date or maturity date thereof, as the case may be, and

(3) such Federal Securities are not subject to redemption prior to their respective maturities at the option of the issuer of such Securities. All cash and/or Federal Securities so

deposited with the Paying Agent shall be held in trust and applied by the Paying Agent solely to the payment of Debt Service on such Warrants as the same shall become due and payable. At such time as any Warrant shall be deemed paid as aforesaid, it shall no longer be secured by or entitled to the benefits of this ordinance, except for the purpose of any payment from such cash and/or Federal Securities deposited with the Paying Agent and the purpose of transfer and exchange as herein provided.

## **ARTICLE 6**

### **The Warrant Funds**

#### **SECTION 6.01 The Warrant Funds**

(a) There is hereby established a special fund for each series of Warrants issued hereunder to be held by the Paying Agent entitled (i) "Series 2021-A Debt Service Fund" (herein called the "2021-A Warrant Fund") and (ii) "Series 2021-B Debt Service Fund" (herein called the "2021-B Warrant Fund"). Money in the 2021-A Warrant Fund shall be used solely for the payment of Debt Service on the Series 2021-A Warrants as the same shall become due and payable, and money in the 2021-B Warrant Fund shall be used solely for the payment of Debt Service on the Series 2021-B Warrants as the same shall become due and payable. The said Warrant Funds may be divided into accounts for each series of Warrants issued hereunder.

(b) The City shall deposit into said respective Warrant Funds in immediately available funds the following amounts on or before the following dates:

(1) on or before the Business Day prior to each Warrant Payment Date, an amount equal to the interest becoming due with respect to the then outstanding Warrants on the next succeeding Interest Payment Date;

(2) on or before the Business Day prior to a September 1 as set forth in the Confirmation Certificates, and on or before the Business Day prior to each September 1 thereafter, an amount equal to the principal amount of Warrants maturing or subject to mandatory redemption on the Principal Payment Date for that particular year.

If on any Warrant Payment Date the balance in either of said Warrant Funds is insufficient to pay the Debt Service on the Warrants due and payable from such Warrant Fund on such date, the City shall forthwith pay any such deficiency into such Warrant Fund.

#### **SECTION 6.02 Transfer of Funds**

The Treasurer shall use taxes, revenues and other general funds of the City available for the payment of Debt Service on the Warrants to make the required deposits to the Warrant Fund in the amounts and at the times required by Section 6.01.

### **SECTION 6.03 Security for Warrant Funds**

Any money on deposit in said Warrant Funds or held by the Paying Agent pursuant to this Ordinance shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the City and the Holders of the respective series of Warrants either

(1) by holding on deposit as collateral security Federal Securities, or other marketable securities eligible as security for the deposit of public funds under regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or

(2) if the furnishing of security in the manner provided in the foregoing paragraph (1) is not permitted by the then applicable laws and regulations, then in such manner as may be required or permitted by the applicable State of Alabama and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds.

### **SECTION 6.04 Investment of Warrant Funds**

(a) The City may cause any money on deposit in said Warrant Funds not then needed for the payment of Debt Service on the Warrants due and payable from such Warrant Fund to be invested or reinvested by the Paying Agent in Qualified Investments, by written instructions to the Paying Agent. All such investments must mature or be subject to redemption at the option of the holder on or prior to the respective date or dates when cash funds will be required for purposes of the respective Warrant Funds as applicable. Any investment made with money on deposit in said Warrant Funds shall be held by or under control of the Paying Agent and shall be deemed at all times a part of the respective Warrant Fund as applicable.

(b) All interest accruing on such investments and any profit realized therefrom shall be deposited in the respective Warrant Fund as applicable and shall be credited to the deposits required by Section 6.01; any losses resulting from liquidation of investments shall be charged to the respective Warrant Fund as applicable and shall be added to the next ensuing deposit specified in Section 6.01. The Paying Agent shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in an aforesaid Warrant Fund is insufficient to pay Debt Service on the Warrants when due.

(c) Any investment of money in said Warrant Funds may be made by the Paying Agent through its own bond department, investment department or other commercial banking department providing investment services. Any certificate of deposit issued by, or other interest-bearing deposit with, the Paying Agent shall be deemed an investment rather than a deposit requiring security in the manner specified in Section 6.03.

## ARTICLE 7

### Sale and Delivery of Warrants

#### SECTION 7.01 Sale of Warrants

(a) The Warrants of each series as applicable are hereby sold to The Frazer Lanier Company, Incorporated (the “Original Purchaser”) for a purchase price as set forth in one or more Purchase Contracts to be executed between the City and the Original Purchaser (the “Purchase Contracts”); provided, however that the Warrants shall mature not later than November 1, 2036, the total interest cost for the for the Series 2021-A Warrants shall not be greater than 2.25%, and further provided that the total interest cost for the Series 2021-B Warrants shall not be greater than 1.90%. The total principal amount for the Series 2021-A Warrants shall not be more than the amount of said Series 2021-A set forth in Section 3.02(a) hereof, and the total principal amount for the Series 2021-B Warrants shall not be more than the amount of said Series 2021-B Warrants set forth in Section 3.02(a) hereof. The Warrants of each series shall be subject to optional redemption not later than the expiration of the tenth year following the dated date of such Warrants at a price not to exceed 102% of the par amount so redeemed. The Purchase Contracts and all action heretofore taken by the Mayor and the Clerk in executing and delivering the Purchase Contracts on behalf of the City are hereby ratified and approved.

(b) The Original Purchaser shall be under no duty to inquire as to the application of the proceeds of the Warrants. Nevertheless, such proceeds shall be held and applied solely for the purposes specified in this ordinance.

#### SECTION 7.02 Official Statement and Closing Papers

(a) The City does hereby approve and authorize A Preliminary Official Statement and an Official Statement, the form of which has been presented to and considered by the City Council of the City. The Mayor is hereby authorized and directed to execute and deliver the Official Statement in the name and on behalf of the City in the form presented to the City Council at this meeting with such changes or additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be conclusively evidenced by his execution of such document. The City hereby finds and deems the Preliminary Official Statement and the Official Statement final as of their respective dates within the meaning of Rule 15(c)(2)-12 of the Securities Exchange Act of 1934 except for “permitted omissions” as defined thereunder.

(b) The officers of the City and any person or persons designated and authorized by any officer of the City to act in the name and on behalf of the City, or anyone or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the City such other acts, to payor cause to be paid on behalf of the City such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders,



applications, certificates, agreements, further assurances, or other instruments or communications, under the seal of the City, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this ordinance and to demonstrate the validity of the Warrants, the absence of any pending or threatened litigation with respect to the Warrants and the transactions contemplated by this ordinance, and the exemption of interest on the Warrants from Federal and State of Alabama income taxation.

### **SECTION 7.03 Application of Proceeds; Redemption of Refunded Warrants**

The proceeds from the sale of each series of the Warrants shall be paid to the Registrar and then delivered to the Treasurer of the City and shall be applied by the Treasurer in the amounts, in the order and for the purposes as set forth in the Confirmation Certificate. There is hereby created a special fund for each series held by the Registrar to be designated (i) the “City of Leeds Series 2021-A Issuance Expense Account” (the “Series-A Costs of Issuance Account”), for the purpose of providing for the payment of the costs of issuance of the Series 2021-A Warrants and (ii) the “City of Leeds Series 2021-B Issuance Expense Account” (the “Series-A Costs of Issuance Account”), for the purpose of providing for the payment of the costs of issuance of the Series 2021-B Warrants. Payments from each of said Cost of Issuance Accounts shall be made as provided in a Closing Memorandum distributed on or prior to the date of delivery of the Warrants.

The Council does hereby elect to redeem and pay, and does hereby call for redemption and payment on the earliest practicable date, the Refunded Series 2017 Warrants, the redemption of each such Refunded Series 2017 Warrant to be effected at a redemption price equal to 100% of its principal amount, plus accrued interest thereon to the date fixed for redemption. The Mayor of the City and the City Clerk are hereby authorized and directed to take or cause to be taken, in the name and on behalf of the City, all of the actions required by the provisions of the ordinances authorizing the Refunded Series 2017 Warrants to be taken in order to effect the redemption described above, including hereby authorizing the Escrow Trustee to effect such redemption.

The Council does hereby elect to redeem and pay, and does hereby call for redemption and payment on the earliest practicable date, the Refunded Series 2018 Warrants, the redemption of each such Refunded Series 2018 Warrant to be effected at a redemption price equal to 100% of its principal amount, plus accrued interest thereon to the date fixed for redemption. The Mayor of the City and the City Clerk are hereby authorized and directed to take or cause to be taken, in the name and on behalf of the City, all of the actions required by the provisions of the ordinances authorizing the Refunded Series 2018 Warrants to be taken in order to effect the redemption described above, including hereby authorizing the Escrow Trustee to effect such redemption.

Upon delivery of the Warrants, and to provide for the refunding of the Refunded Series 2017 Warrants and the Refunded Series 2018 Warrants, the Mayor is hereby authorized and directed to execute and deliver, for and in the name and behalf of the City, one or more Escrow Trust Agreements between the City and Regions Bank (the “Escrow Trustee”), in substantially the form presented to the meeting of the Council at which this resolution is adopted, with such

changes, not inconsistent with the provisions hereof, as the said officer of the Council executing such document, acting with the advice of counsel to the City, shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution, the determination of the definitive form of the Escrow Agreement by such officer to be conclusively established by his execution of the same; and the City Clerk is hereby authorized and directed to affix the seal of the City to Escrow Trust Agreement and to attest the same. Payment of the amount of proceeds of the Warrants referred to in this Authorizing Ordinance to the Escrow Trustee to provide for the funds necessary to create and establish the Escrow Fund to provide for the payment of the principal of and interest on the Refunded Series 2017 Warrants and the Refunded Series 2018 Warrants is hereby authorized.

## **ARTICLE 8**

### **Miscellaneous**

#### **SECTION 8.01 Amendment of Description of Uses of Warrant Proceeds**

The City may amend or change the uses of Warrant proceeds contained in this ordinance, provided that:

- (1) the governing body of the City adopts an ordinance setting forth such amendment or change,
- (2) the uses, as so amended or changed, are eligible for financing with proceeds of warrants issued pursuant to the Enabling Law, and
- (3) such amendment or change will not cause the amount of the Warrants chargeable against the City's constitutional limitation on indebtedness to increase.

#### **SECTION 8.02 Requirements of Section 94.01 of Alabama Constitution**

The City shall require as a condition to the issuance of the Series 2021-B Warrants, the satisfaction of all requirements of Section 94.01 (a/k/a Amendment No. 772) of the Constitution of Alabama of 1901 ("Amendment No. 772") with respect to the Series 2021-B Warrants and shall have approved the proposed issuance of the Series 2021-B Warrants by the City, and, prior to the issuance of the Series 2021-B Warrants, the Council, at a public meeting of the Council after notice published in accordance with the requirements of Amendment No. 772 of the proposed action of the City Council of the City of Leeds, shall have approved the proposed issuance of the Series 2021-B Warrants by the City.

### **SECTION 8.03 Agreement to Pay Attorneys' Fees**

If the City should default under any of the provisions of this ordinance and the Holder of any Warrant should employ attorneys or incur other expenses for the collection of any payments due hereunder or the enforcement of performance or observance of any agreement or covenant on the part of the City herein contained, the City will (to the extent legally enforceable) on demand therefor pay to such Holder the reasonable fees of such attorneys and such other expenses so incurred.

### **SECTION 8.04 Bond Insurance Policy; Payments Under the Policy**

If the City determines that it is desirable for the City to procure a policy of financial guaranty insurance (the "Policy" or the "Bond Insurance Policy") securing payment of debt service on the Warrants, the terms and conditions of such policy shall be as set forth in the Confirmation Certificate.

### **SECTION 8.05 Provisions of Ordinance a Contract**

The terms, provisions and conditions set forth in this ordinance constitute a contract between the City and the Holders of the Warrants and shall remain in effect until the Debt Service on the Warrants shall have been paid in full or provision for such payment has been made in accordance with Article 5.

### **SECTION 8.06 Separability Clause**

If any provision in this ordinance or in the Warrants shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **SECTION 8.07 Notices to Warrantholders; Waiver**

(a) Where this ordinance provides for notice to any Warrantholder of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to such Holder at the address of such Holder as it appears in the Warrant Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice.

(b) In any case where notice to Warrantholders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Warrantholder shall affect the sufficiency of such notice with respect to other Warrantholders. Where this ordinance provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Warrantholders shall be filed with the City and the Paying

Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 8.08 Repeal of Conflicting Provisions**

All ordinances, resolutions and orders or parts thereof in conflict with this ordinance are to the extent of such conflict, hereby repealed.

**SECTION 8.09 Effect of Headings and Table of Contents**

The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

**SECTION 8.10 Effective Date**

This Ordinance shall become effective and be in force from and after the date of its approval and adoption by the City Council of Leeds and publication as required by law.

**ADOPTED AND APPROVED** this 16th day of August, 2021.

**THE CITY OF LEEDS, ALABAMA**

\_\_\_\_\_  
**Mayor**

**[S E A L]**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**File Attachments for Item:**

15. Ordinance 2021-08-02: Consider Maintenance of current form of City Council Government Following Release of Federal Decennial Census

**CITY OF LEEDS  
ORDINANCE NO.: 2021-08-02**

**MAINTENANCE OF CURRENT FORM OF CITY COUNCIL GOVERNMENT FOLLOWING  
RELEASE OF FEDERAL DECENNIAL CENSUS**

**WHEREAS**, in municipalities with more than 12,000 inhabitants and less than 25,000 inhabitants following the decennial census, 11-43-2(c)3 Code of Alabama 1975 sanctions the City Council to pass an ordinance affirming and maintaining the same form of government whereby the City legislative functions are exercised by five elected Council Members and a Mayor; and

**WHEREAS**, the subject Code section states that said action must occur within a time certain upon the “release” of the decennial census; and

**WHEREAS**, the Census Bureau released the apportionment counts on April 26 only at the state level for determining how many seats each state is entitled to in Congress based on the broader state total population counts; and

**WHEREAS**, on August 12 the Census Bureau released to the public the detailed population information about counties, townships, and cities as a result of the 2020 federal decennial census.

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

1. Considering that the United States Census Bureau released the federal decennial census detailed numbers on August 12, 2021, and although the subject data confirming that the population of the City of Leeds exceeds 12,000 citizens, the City of Leeds hereby elects to continue to operate pursuant to 11-43-2(b) Code of Alabama 1975, as amended, thereby exercising its legislative functions with both a Mayor and five Councilmembers.
2. This ordinance shall be effective immediately upon signature and completion of necessary notice requirements.
3. Any ordinances or resolution or parts thereof in conflict herewith are hereby repealed to the extent of the subject conflict.

**ADOPTED and APPROVED** this the 16th day of August 2021.

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 16<sup>th</sup> day of August 2021.

\_\_\_\_\_  
**Toushi Arbitelle, City Clerk**

**File Attachments for Item:**

16. Ordinance 2021-08-03: Consider Establishing a Temporary Moratorium Against R-5 and R-6 Zoning Applications

**CITY OF LEEDS  
ORDINANCE NO. 2021-08-03**

**ESTABLISHING A ONE-YEAR MORATORIUM FOR NEW R-5, AND R-6 ZONING**

**WHEREAS**, the City Council has received a request from the Planning and Zoning Commission of the City of Leeds to impose a moratorium against R-5, Garden Home District, and R-6, Patio Home District, zoning applications (see attached Letter); and

**WHEREAS**, based on legitimate public concerns and complaints as received and heard, by both the Planning Commission and the City Council, in regard to high density R-5 and R-6 development within the City, it is determined that such concerns and issues directly affect the health, safety and welfare of the general public within the City and that many of the subject developments previously approved are possibly becoming a burden on the citizenry as opposed to a being a benefit as intended; and

**WHEREAS**, developers regularly make application for R-5 and R-6 zoning pursuant to the current City of Leeds Zoning Regulations and not allowing the necessary time or resources to be adequately applied to address the subject public concerns and complaints associated with these development applications; and

**WHEREAS**, the City Council wishes to be diligent, fair, and act in good faith in regard to the manner in which the various concerns expressed by citizens are addressed; and

**WHEREAS**, there remains too many risks associated with high density developments to allow R-5 and R-6 zoning applications to continue without a period of suspension to ensure that these developments are in fact providing the intended benefits to the City or whether other regulatory safeguards can be implemented to control and to ensure that these intended benefits are realized by the City; and

**WHEREAS**, a temporary moratorium will also provide time for the City learn more and to potentially address the health and safety impacts of these developments on residents, time to review the regulations and practices associated therewith, and time to make well-educated decisions on the inquiries and concerns of citizens.

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

1. Based on, without limitation, the findings as established herein above, and as a matter of the health, safety and welfare of the general public, there is hereby declared a city-wide one-year (12 months) moratorium on the acceptance of zoning applications for R-5, Garden Home District, and R-6, Patio Home District, as defined by the City of Leeds Zoning Regulations.
2. This moratorium shall not apply to or otherwise impact applications for other zoning uses or designations, current applicants, or those applications submitted to the City prior to the effective date of this Ordinance as written herein below.
3. The provisions of this ordinance are severable. If any provision 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, which are adopted separately and independently.
4. The terms and conditions of this Ordinance shall become effective immediately following its posting according to law.



**ADOPTED and APPROVED** this the 16th day of August 2021.

CITY OF LEEDS, ALABAMA:

\_\_\_\_\_  
MILLER, MAYOR

\_\_\_\_\_  
DATE

DAVID

ATTEST:

\_\_\_\_\_  
TOUSHI ARBITELLE, CITY CLERK

**AYES:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSENT FROM VOTING:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_

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 16<sup>th</sup> day of August 2021.

\_\_\_\_\_  
**Toushi Arbitelle, City Clerk**

**File Attachments for Item:**

17. Resolution 2021-08-04: Consider Agreement for Municipal Inmate Housing

**THE CITY OF LEEDS**

**RESOLUTION NUMBER 2021-08-04**

**APPROVAL AND AUTHORIZATION FOR THE CITY OF LEEDS TO ENTER INTO AN INMATE HOUSING AGREEMENT WITH ST. CLAIR COUNTY.**

**WITNESETH:**

**WHEREAS**, the City of Leeds has been complying with and operating pursuant to an agreement with the St. Clair County Commission for adult inmate housing services; and

**WHEREAS**, the current written agreement is due to expire at the end of the current fiscal year; and

**WHEREAS**, being made aware of this fact, the City wishes to approve and authorize the Agreement to be executed for the next fiscal year as indicated within the attached documentation.

**NOW THEREFORE, BE IT RESOLVED, BY THE LEEDS CITY COUNCIL**, in regular session as follows:

1. The Recitals above are true and correct and hereby included herein as if fully set forth.
2. It is hereby authorized that the City of Leeds enters into the attached Agreement with St. Clair County for adult inmate housing services with a beginning term of October 1, 2021.
3. The Mayor and staff shall have the full authority to such actions and execute the necessary documents for the purposes authorized herein.

**Done this the 16<sup>th</sup> Day of August 2021**

<b>AYES:</b>	_____
<b>NAYS:</b>	_____
<b>ABSENT FROM VOTING:</b>	_____
<b>ABSTAIN:</b>	_____

**CITY OF LEEDS, ALABAMA**

\_\_\_\_\_  
**David Miller, MAYOR**

\_\_\_\_\_  
**DATE**

**ATTEST:**

\_\_\_\_\_  
**Toushi Arbitelle, City Clerk**

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 16<sup>th</sup> day of August 2021.

\_\_\_\_\_  
Toushi Arbitelle, City Clerk



*St. Clair County*  
ALABAMA



**Paul Manning**  
Chairman

**St. Clair County Commission**  
165 5th Avenue Suite 100  
Ashville, Alabama 35953  
(205) 594-2100  
Fax (205) 594-2110

**Jeff Brown**  
**Ricky Parker**  
**Tommy Bowers**  
**Bob Mize**  
Associate Members

**Tina Morgan**  
Administrator/Treasurer

July 28, 2021

Mayor David Miller  
and Council Members  
City of Leeds  
1400 9<sup>th</sup> Street  
Leeds, Alabama 35094

AUG 9 PM 1:20

Dear Mayor Miller and Council Members:

Currently, there are many services St. Clair County provides to municipalities. Detention services benefits the municipalities as well as the county. A portion of the cost of providing these services must be divided among the municipalities who share in their benefits. In preparing your coming year's budget, I wanted to make you aware that there are no budgeted increases for Juvenile Detention.

Enclosed are two copies of the FY22 contract for Adult Inmate Housing. Please execute and return one (1) original to the Commission Office before Sept. 30, 2021.

**Juvenile Detention contracts will be suspended for FY 22.** Because the Juvenile Detention Facility has been unavailable, the Sheriff's Office has and will continue to transport the County's applicable juveniles from Ashville to Coosa Valley. Until such time as we can re-open said facility, or unless we recognize a significant increase in transportation costs or fees from Coosa Valley, we will not collect funds under this Agreement from our municipalities. We look forward to re-commencing this service in the future.

**The Adult Inmate housing** will increase by \$2.50.

Your municipality's costs for FY22 are as follows:

Juvenile Detention	\$0.00
Adult Inmate housing	\$35.00

Please feel free to call me at (205) 594-2100 if you have any questions.

Sincerely,

Tina Morgan, Administrator  
ST. CLAIR COUNTY COMMISSION

Encl.

STATE OF ALABAMA)  
ST. CLAIR COUNTY)

**AGREEMENT FOR HOUSING MUNICIPAL INMATES**

THIS AGREEMENT is made and entered into on this the 1st day of October 2021, by and between the ST. CLAIR COUNTY COMMISSION (hereinafter referred to as the "Commission"), the SHERIFF OF ST. CLAIR COUNTY (hereinafter referred to as the "Sheriff") and CITY OF LEEDS (hereinafter referred to as the "Municipality.")

**WITNESSETH:**

WHEREAS, CITY OF LEEDS (hereinafter referred to as the "Municipality") has a Municipal Court System and Police Force that routinely make arrests and commits persons to incarceration as part of their responsibilities, but does not own or operate a jail or corrections facility in which to incarcerate said persons; and,

WHEREAS, the Municipality therefore desires to incarcerate these persons at the St. Clair County Jail (hereinafter the "Jail"); and,

WHEREAS, the Jail is operated by the Sheriff of St. Clair County, Alabama, (hereinafter referred to as the "Sheriff") a duly elected official of the State of Alabama, pursuant to the authority delegated to him by the laws of the State of Alabama including, but not limited to, the Alabama Constitution of 1901, which authority enables him to accept or refuse persons arrested by the Municipality's police for incarceration at the Jail at his discretion; and,

WHEREAS, funds are provided for the operation and maintenance of the Jail by the St. Clair County Commission (hereinafter referred to as the "Commission"), the duly elected governing body of St. Clair County, Alabama, pursuant to the laws of the State of Alabama including, but not limited to, the Alabama Constitution of 1901;

WHEREAS, the Parties hereby declare that it is their mutual intent and in their respective best interests that persons arrested by the Municipality may be incarcerated at the Jail (said persons to be hereinafter referred to as "Municipal Inmate(s)") pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises herein contained, it is agreed as follows:

1. Provided there are no conditions at the jail which would make it impractical or impossible to house Municipal Inmates, the Sheriff hereby agrees to accept for incarceration in the Jail persons arrested or otherwise committed for incarceration by the Municipality by and through its duly authorized officials, agents, magistrates, or employees (hereinafter referred to as the "Municipal Inmate(s)"), provided that such inmates are in reasonably good health and capable of seeing after themselves and attending to their personal needs. The Municipality may be required by the Sheriff, or designated Deputy, Correction Officer, Physician or Nurse to have the inmates evaluated by medical professionals if deemed necessary prior to the Sheriff accepting custody. Such inmates shall be delivered by the Municipality to the place in the St. Clair County Jail specified by the Sheriff where transfer of custody of the inmates to the St. Clair County Jail and the Sheriff shall take place.
2. The Municipality shall pay to the Commission an amount of Thirty-Five Dollars (**\$35.00**) per day for each Municipal Inmate who is incarcerated at the Jail. For the purposes of this Agreement, a "day" is defined as the twenty-four hour period of time from 12:00 a.m. until 11:59 p.m., or any part thereof, with the exception that the Municipality shall not be charged for the first day for any

Municipal Inmate who is received into the Jail after 11:45 p.m.; rather, the charges for said Municipal Inmate will begin running a 12:00 a.m. of the next day. This amount is intended by the Parties to reimburse the Sheriff and the Commission for costs associated with housing, security, feeding, maintenance, and certain medical treatment for Municipal Inmates provided by the contractor (the "Medical Contractor") engaged by the Commission to provide certain medical treatment inside the Jail. Other than for the medical treatment provided inside the Jail by the Medical Contractor, the Parties agree that this amount does not include costs, charges, or expenses associated with providing medical, dental, vision or mental health services to the Municipal Inmates, which costs, charges, or expenses shall be reimbursed by the Municipality as provided in this Agreement.

3. The Parties hereby agree that it is their intention that the Municipality bear the full and complete costs associated with housing its inmates at the Jail, including, but not limited to, the costs of providing all medical, dental, vision or mental health services to Municipal Inmates. Therefore, if treatment beyond that provided by the Medical Contractor is required, the Parties hereby agree to the following:
  - a. It is mutually understood and agreed that if any Municipal Inmate while in the custody of the St. Clair County Jail shall, in the judgment of the Sheriff or his designated Deputies, Jail Officers or Medical Contractor require medical, dental, vision or mental health services of any kind or nature, the Sheriff or his designee is authorized and instructed to arrange for and provide such care and treatment, and as necessary any guard or guards, for the Municipal Inmate during such care and treatment. The cost of all such care and treatment shall be fully reimbursed by the Municipality. When practical, the charges for all such care and treatment will be billed directly to the Municipality. The Parties agree that the Sheriff or his designees (including the professional medical staff servicing the inmates at the Jails) shall make all decisions regarding the provision of medical, dental,

vision, and mental health services to Municipal Inmates. The Municipality shall reimburse the cost of all such services provided to its inmates and when practical, the charges for all such care and treatment will be billed directly to the Municipality. Any refusal by the Municipality to pay a bill for the provision of medical, dental, vision, and mental health services to a Municipal Inmate presented shall be considered a breach of this Agreement, and the Parties agree that the Agreement will become immediately voidable at the discretion of either the Commission or the Sheriff. It is further understood and agreed that the charges and expenses identified in this paragraph are over, above and in addition to the per diem charge. The Municipality will be contacted when reasonably practical upon a Municipal Inmate needing medical treatment. Notification, however, will not prevent, delay or keep treatment from the Municipal Inmate.

- b. To the extent the Commission, Sheriff, and all of their officials, employees, and agents (hereinafter collectively referred to as the "Commission and/or Sheriff") may legally be held liable and incur costs associated therewith, the Municipality hereby agrees to defend, indemnify, and hold harmless the Commission and/or the Sheriff from and against any and all actions, appeals, causes of actions, suits, debts, charges, allegations, assertions, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred in bringing any and all actions necessary to enforce this Agreement), of any nature whatsoever, in law or equity, resulting from an allegation that a Municipal Inmate was somehow damaged as a result of any medical, dental, vision or mental health services provided or not provided to him or her while incarcerated at the Jail, regardless of whether it is alleged or proven that Commission and/or Sheriff were negligent, wanton or acted with deliberate indifference towards said Municipal Inmate, except for those claims directly relating to treatment provided or decisions made by any medical providers contracted by the Commission and the Sheriff. Any refusal by the Municipality to defend, indemnify, and hold harmless the



Commission and/or Sheriff from and against all such claims shall be considered a breach of this Agreement, and the Parties agree that the Agreement will become immediately voidable at the discretion of the Commission and the Sheriff. The above is not intended and shall not work to abrogate or diminish the immunities and limitations of liability afforded by law to the County and/or Sheriff or the Municipality.

4. In addition to the provision in Paragraph 3.b., to the extent the Commission and/or Sheriff may legally be held liable and incur costs associated therewith, the Municipality agrees to defend, indemnify and hold harmless the Commission and/or Sheriff from and against any and all actions, appeals, causes of action, suits, debts, charges, allegations, assertions, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses (including attorneys' fees and costs actually incurred in bringing any and all actions necessary to enforce this Agreement), arising out of or in any way relating to the detention of any Municipal Inmate, except for matters arising out of the intentional act of the Commission, Sheriff or any of their officials, employees or agents. The above is not intended and shall not work to abrogate or diminish the immunities and limitations of liability afforded by law to the County and/or Sheriff or the Municipality.
5. To the extent the Commission and/or Sheriff may legally be held liable and incur costs associated therewith, the Municipality further hereby agrees to defend, indemnify, and hold harmless the Commission, the Sheriff, and all of their officials, employees, and agents (hereinafter collectively referred to as the "Commission and/or Sheriff") from and against any and all actions, appeals, causes of actions, suits, debts, charges, allegations, assertions, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred in bringing any and all actions necessary to enforce this Agreement), of any nature whatsoever, in law or equity, resulting from an allegation that a

Municipal Inmate suffered damages because of the actions of the Municipality or any of its officers, agents, or employees, regardless of whether it is alleged or proven that the Commission and/or Sheriff were also negligent, wanton or acted with deliberate indifference towards said Municipal Inmate. By way of example, such claims include, but are not limited to, claims brought pursuant to 42 U.S.C. § 1983 for false arrest, malicious prosecution, or excessive force. Any refusal by the Municipality to defend, indemnify, and hold harmless the Commission and/or Sheriff from and against all such claims shall be considered a breach of this Agreement, and the Parties agree that the Agreement will become immediately voidable at the discretion of the Commission and the Sheriff. The above is not intended and shall not work to abrogate or diminish the immunities and limitations of liability afforded by law to the County and/or Sheriff or the Municipality.

6. The Parties agree that this Agreement shall continue in force for a period of three years, from October 1, 2021, the date this Agreement is executed, until September 30, 2024. This Agreement may be renewed for the identical price, terms, and conditions upon mutual consent of all parties approved in writing by all parties no later than 60 days prior to the expiration of the existing Agreement. Additionally, the parties may renegotiate a new Agreement to take effect at the expiration of this Agreement.
7. This Agreement is contractual in nature and not mere recital. Said Agreement is fully enforceable in all respects as a contract.
8. The Parties, by and through their undersigned designated representatives, hereby represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement and have thoroughly discussed all aspects of this Agreement with their attorneys. The Parties are voluntarily entering into this Agreement, and no one has made any representations

concerning the terms or effects of this Agreement or has induced or coerced them to enter into this Agreement other than as is expressly stated herein.

9. This Agreement is made and entered into in the State of Alabama, and shall in all respects be interpreted, enforced and governed under the laws of said State. The language of all parts of this Agreement shall in all cases be constructed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

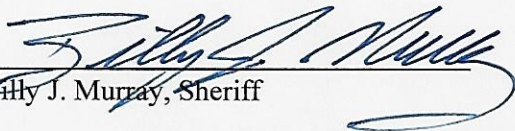
10. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understanding between the parties hereto pertaining to the subject matter hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed the foregoing Agreement.

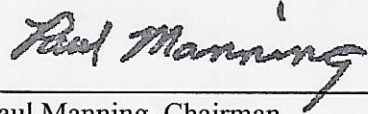
MUNICIPALITY

\_\_\_\_\_  
By:  
Its: Mayor or City Council President

ST. CLAIR COUNTY SHERIFF

  
\_\_\_\_\_  
Billy J. Murray, Sheriff

ST. CLAIR COUNTY COMMISSION

  
\_\_\_\_\_  
Paul Manning, Chairman

**File Attachments for Item:**

18. Resolution 2021-08-05: Consider Civic Appropriation to City of Leeds Board of Education for Leeds High School Band Boosters

**RESOLUTION 2021-08-05**

**CITY OF LEEDS**

**RESOLUTION PROVIDING APPROVAL OF APPROPRIATION OF FUNDS TO LEEDS HIGH SCHOOL BOARD OF EDUCATION FOR THE BENEFIT OF THE HIGH SCHOOL BAND BOOSTERS**

**WHEREAS**, the City of Leeds is authorized by law to appropriate funds to the Board of Education from time to time for various educational related activities; and

**WHEREAS**, the Leeds High School Band Booster Club has made application (attached) for an appropriation of \$5000.00 for the direct benefit of students participating in the Leeds High School Band program; and

**WHEREAS**, the City wishes to provide the requested funds to the Board of Education to be administered by the Band Booster 501(c)(3) organization.

**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 to the Leeds Board of Education for the general benefit of its high school band students, as administered by the Band Booster Club, will serve a valid and sufficient benefit to the City and to the educational system of the City of Leeds.
3. An appropriation in the amount of Five Thousand Dollars (\$5,000.00) is hereby approved and authorized to the Leeds Board of Education for the general benefit of its high school band program to be administered by the Band Booster Club.
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, and any such actions taken by them are hereby ratified and confirmed.

**ADOPTED and APPROVED** this the 16<sup>th</sup> day of August, 2021.  
CITY OF LEEDS, ALABAMA:

\_\_\_\_\_  
DAVID MILLER, MAYOR

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
CITY CLERK

<b>AYES:</b>	_____
<b>NAYS:</b>	_____
<b>ABSENT FROM VOTING:</b>	_____
<b>ABSTAIN:</b>	_____

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 16<sup>th</sup> day of August 2021.

---

**Toushi Arbitelle, City Clerk**



City of Leeds  
Civic Appropriation Application

PART I. APPLICANT INFORMATION

Name/Agency: Leeds High School Band Boosters

Funding Request: \$5,000.00

Mailing Address: P.O. Box 1211 Leeds, AL 35094

Physical Address: None

Phone: 205-914-6554 Email: LHSBBO@gmail.com

Website: None

EIN (Federal Tax ID Number): \_\_\_\_\_

Date Application Completed and Turned In: \_\_\_\_\_

Executive Director: N/A

Chairman of the Board/President Name: Laura Roberts, President

Year Organization Founded: 01/15/2009

Check Which Best Applies to Your Request:

Arts & Culture

City Wide Community Enhancement

Economic Development

Human Services

**A. ORGANIZATIONAL SUMMARY/PURPOSE OF GRANT****1. In the space below, provide your organization's Mission Statement.**

To promote the interests, achievements and success of the Leeds High School Band.

**2. Organization Description. Provide an overall description of your organization. (100 word maximum)**

We are a non-profit Booster Organization that was formed to help the Leeds High School Band succeed. We support the Band Directors, Staff and Administration in various projects and needs of the high school band. The Organization is comprised of all parent volunteers.

**3. Describe your program or project and the goals of the program or project. Include information on outreach initiatives and information on partnerships with other organizations that will enhance or expand the program or project. (100 word maximum)**

One of our largest projects is the away game meal project. We are responsible for providing a wholesome, sustainable, and nutritious meals to approximately 100 students and 10 staff members for every away game. For the 2021 season, we have 6 away games, which is a larger number compared to years past. This does not include any playoff games.

**4. Please clearly show all in-kind matches to your agency or organization. Please list the donor and describe the in-kind match.**

None to date.

**5. Please clearly list any cash matches to your organization.**

None to date.



**PART II: NEED & IMPACT**

- 1. In the space below, describe why your project or program is needed. Why will funding this program be a success to the organization’s theory of change. Cite Sources and Evidence. Explain how it is not duplicated by other agencies or the City of Leeds.(500 word maximum)

One of our largest projects is the away game meal project. We are responsible for providing a wholesome, sustainable, and nutritious meals to approximately 100 students and 10 staff members for every away game. For the 2021 season, we have 6 away games, which is a larger number compared to years past. This does not include any playoff games. This allows for students to stay at the school and prep for the game. This will also ensure that every student is fed.

- 2. In the space provided, list the expected outcomes for the project/program that you are hoping to fund. (250 word maximum)

Strong and Healthy students that will perform better on the field after eating a hot meal.

- 3. Explain why you believe the City of Leeds needs to fund this program or project. (100 word maximum)

The City of Leeds has been so generous to the Marching band the past few years. Every year, the City Leaders and Administrators set aside special funding for local charities and non-profits. We have been blessed to be a recipient of some of those funds that past few years, and are hoping to receive funds this year.

**Part III. ADMINISTRATION AND BUDGET**

**Budget and Budget Narrative**

- A. Complete the following using your most recent IRS 990 Attachment 3 of financial statements.

- 1. Total Agency Revenues \$ 15,000.00
- 2. Total Agency Expenses \$ 15,000.00
- 3. Grant Request as a percentage of the Total Agency Revenue \$ 15,000.00

- B. Explain how requested funds will be spent. In case of partial funding, how will the budget be modified? (100 word maximum)**

Purchase of hot meals, snacks and water for the Marching Band. We always adjust the budget by supplementing the funds from our own pockets. In years past, we were lucky enough to have a few businesses donate meals. However, with the pandemic that happened last year, we were not able to secure those donations for last year, and have not had success so far for this year.

- C. Describe the effectiveness of your fundraising efforts and address how your organization is working to increase its earned income. (250 word maximum)**

We are a non-profit, therefore we are not allowed to earn income. Every dollar raised or donated is spent on the marching band.

- D. How will the success of the program/project be defined and measured? Describe your evaluation method and who will determine if the program/project was a success? (250 word maximum)**

The happiness and performance of the students. If their stomachs are full and nourished, then we will have less pass out while marching. Feeding them meals and providing snacks ensures that each student is eating.

- E. Please list the names, qualifications and experience of your staff, especially as regards the program/project you wish to fund.**

Laura Roberts- Has served on the board for the past 5 years, with the most recent 2 years as president.

Maura Davies- Has served on the board for the past 2 years and has volunteered countless hours and years to the success of the band.

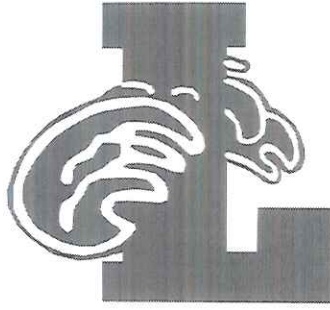
Pam Saunier- Currently serving first term, however Ms. Saunier comes with years of experience as a volunteer for various school activities, functions and teams.

Victoria McKay- Has served on the board the past 3 years. She is a mother of 5 children, so she definitely knows what it takes to fuel the students.

Dr. Matt Mabery- Currently serving his first term.

APPLICATION CHECKLIST

- Completed Application (6 total. 1 original + 5 copies)
- Attachment 1: Articles of Incorporation
- Attachment 2: Current Certificate of Good Standing from the Secretary of State
- Attachment 3: Letter Demonstrating non-profit 501©(3) Status of the Federal Tax Code
- Attachment 4: List of the Agency's Board of Directors
- Attachment 5: Budget for the Program that the City is being requested to fund.
- Attachment 6: Annual Budget Adopted by the Board of Directors
- Attachment 7: Financial Statement (Audit or IRS Form 990) for agencies with annual budgets of \$25,000 or more.
- Attachment 8: Bylaws of the Agency
- Attachment 9: Statement Indicating if City Funding will be used to Match Federal, State of Foundation Grant
- Attachment 10: A signed statement certifying that all information is correct to the best of your knowledge.



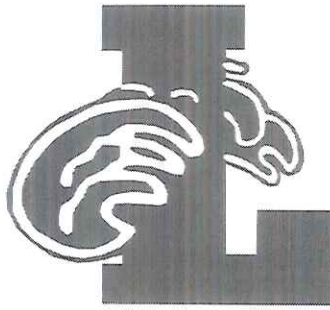
LEEDS HIGH SCHOOL BAND BOOSTERS

P.O. Box 1211  
Leeds, Alabama 35094  
LHSBBO@GMAIL.COM  
*ROLL GREENWAVE!*

2021-2022 Executive Board Members

President:	Laura Roberts
1 <sup>st</sup> Vice Pres:	Victoria McKay
2 <sup>nd</sup> Vice Pres:	Matthew Mabery
Treasurer:	Maura Davies
Secretary:	Pamela Saunier

Attachment 4



LEEDS HIGH SCHOOL BAND BOOSTERS

P.O. Box 1211  
Leeds, Alabama 35094  
LHSBBO@GMAIL.COM  
*ROLL GREENWAVE!*

Proposed Budget for Funds Request from City of Leeds

Misc. Snacks for competitions	\$500.00
Bottled waters for competitions	\$150.00
Bottled water for Away Games	\$150.00
Bottled water for Home Games	\$200.00
Away Meal 8/27/21	\$600.00
Away Meal 9/3/21	\$600.00
Away Meal 9/24/21	\$600.00
Away Meal 10/01/21	\$600.00
Away Meal 10/08/21	\$600.00
Away Meal 10/22/21	\$600.00
Escort for Away Games	\$1,350.00

## LEEDS HIGH SCHOOL BAND BOOSTERS

## BY-LAWS/CONSTITUTION

ARTICLE I- Name

The name of this organization shall be LEEDS HIGH SCHOOL BAND BOOSTERS.

ARTICLE II- Objective:

Section 1. To build and maintain an active and enthusiastic organization, the purpose of which shall be to aid the Band Director in promoting the general activities of Leeds High School Band.

Section 2. To lend all practical help, both moral and financial, to the Band, Band Director, and Band Personnel.

Section 3. To arouse and maintain enthusiastic interest among band members, their parents, and the general public in the various phases of the activities of the Leeds High School Band.

ARTICLE III- Limitations of the Organization:

Section 1. Leeds High School Band Boosters, nor the Executive Board of Leeds High School Band Boosters, will at no time by coercion or intimidation, attempt to influence the school administration or the Band Director in matters pertaining to band policy or personnel.

Section 2. This Article cannot be rescinded, or the intent of this Article be changed by the action of this organization.

ARTICLE IV- Policies:

Leeds High School Band Boosters and its Executive Board shall remain independent from the day to day activities of the band director, band personnel, and the school administration.

The organization shall follow all regulations as set forth by the Alabama Department of Education concerning Operations of School-Related Organizations.

ARTICLE V: Membership:

Those eligible for membership of this organization are:

1. Superintendent of Leeds City Schools
2. Principal(s) of Leeds High School
3. Assistant Principal(s) of Leeds High School
4. Members of the Leeds High School Faculty
5. Band Director(s) of Leeds City Schools
6. Parents of Leeds High School Band students
7. Auxiliary/Band Instructors

An annual membership fee shall be imposed in an amount to be determined by the Executive Board and approved by the Membership of the organization. The majority of the vote of those present for the vote shall be deemed sufficient for approval. The membership fee shall be waived for the Principals, Assistant Principals, Band Directors, and Auxiliary/Band Instructors. All others who are eligible shall be required to pay the membership fee each school year to be deemed as a member in good standing.

Students shall not be eligible for membership.

ARTICLE VI: Membership Fees:

An annual membership fee of \$10.00 per family shall be paid to Leeds High School Band Boosters by those who wish to join the organization. The fee must be paid by the 2<sup>nd</sup> meeting of each new school year. The Executive Board is responsible for the notification of payment due date, payment methods, and procedures for paying the fee. Only members of the Executive Board shall collect the membership fees.

The membership fee must be paid to become an Active Member of Leeds High School Band Boosters. Therefore, to have input, to vote, to hold office, or to hold committee appointments, you must be a paid Active Member in good standing.

ARTICLE VII: Executive Board:

The Officers of the Executive Board shall be:

1. President
2. First Vice President
3. Second Vice President
4. Secretary
5. Treasurer

These officers shall be an active member of the Band Boosters and shall serve for one (1) year or until their successors are duly elected. Officers must be parents of band members of the Leeds High School Band, in grades 9-12, at the time of election.

In the event of a vacancy before expiration of office, the President shall appoint, with concurrence of the remaining officers of the Executive Board, an officer to fill the unexpired term.

To avoid a conflict of interest and to remain neutral and detached from the Band Directors, School Administration, and Band Personnel, no Leeds City School Systems employee or their spouse shall serve as an officer of the Executive Board.

ARTICLE VIII: Board of Directors:

The Board of Directors are composed of:

1. Executive Board Officers
2. Leeds High School Band Director(s)
3. Leeds High School Assistant Band Director(s)
4. Leeds High School Principal.

There shall be a meeting of the Board of Directors prior to or at the beginning of each new school year, if called by any member of the Board of Directors. This meeting shall include, but not be limited to discussions regarding the Band Director's vision and plan for the school year, financial needs, expectations from members of the Board of Directors, Spring Trip, and Budget. Additional meetings may be held upon the call of any two members of the Board of Directors by giving reasonable notice to the remaining members of the Board of Directors. The notice shall include date, time, and location of meeting, and topics to be discussed.

#### ARTICLE IX: Election of Executive Board Officers:

At the April meeting of the Boosters, the President shall make available the names of nominees for the positions on the Executive Board. Nominations may also be made from the floor at the time of the election in April. Once all nominations are made, the President shall call for a vote. A simple majority vote of members in attendance is required for elections. The elected officers shall be sworn in and take office at the Boosters meeting in May.

To be eligible for the office of President, the nominee must be a member in Good Standing, and must have served as an officer on the Executive Board for no less than one year.

All officers of the Executive Board shall, at their expense, submit to a criminal background check through the State of Alabama or FBI's NCIC database. If an officer's regular employment requires an annual background check, a certified copy of those results may be furnished and deemed sufficient. Background checks must be completed on an annual basis and shall be maintained by the Secretary of the Executive Board.

#### ARTICLE X: Committees:

The following committees shall be filled by appointment each and every year, as agreed upon by the Executive Board:

1. Auxiliary
2. Parking
3. Uniform
4. Media/Communications
5. Fund-raising
6. Hospitality
7. Pit Crew/Equipment

- \* Committees may meet on an as-needed basis as called by the Committee Chairperson.
- \* Each Committee will have an officer from the Executive Board designated as the Committee Chairperson.
- \* The Executive Board is responsible for appointing a Committee Leader and soliciting committee members from Active Booster Members.
- \* The Chairperson is responsible for communicating goals, visions, needs, and procedures to the committee members. The Chairperson shall submit a list of names of committee members to the Executive Board for record keeping.
- \* All plans shall be submitted to the Executive Board for final approval.
- \* Minutes of committee meetings shall be submitted to the Executive Board.
- \* All expenditures must be preapproved by the Executive Board



#### ARTICLE XI: Meetings:

Meetings of the Executive Board shall be held once per month. The date, time and location shall be determined by the President with the concurrence of the remaining officers. Additional Board meetings shall be held upon the call of the President or any two officers by giving reasonable notice to the remaining officers of the Board.

The annual meeting shall be held in April, at which time the election of officers shall take place. Additional meetings may be held throughout the school year, if called by a Member of the Board of Directors, or Executive Board, and with sufficient notice. Persons who are not active members in good standing shall not be eligible to vote in any meetings.

Children of school age are not eligible to attend Booster meetings unless special circumstances are approved by the Executive Board. This exclusion includes Band members.

Non active members are not eligible to attend Booster meetings.

Committee meetings shall be held on an as-needed basis. The meetings shall be held upon the call of the Committee Chairperson, with sufficient notice to the committee members. All committees holding meetings shall record minutes of said meetings.

#### ARTICLE XII: Amendments:

Any proposed amendments to this Constitution shall be submitted, in writing, at a previous meeting thirty (30) days before adoption or rejection by the membership of the Boosters. Said amendment(s) shall be subject to a two-thirds (2/3) vote of the active members present at the time of the vote.

#### ARTICLE XIII: Funds and Properties:

All monies received, donated, or raised by the Boosters shall be for the use and benefit of Leeds High School Band. All props purchased from said funds become the property of the Leeds High School Band. All merchandise and equipment shall become property of Leeds High School Band upon dissolution of Leeds High School Band Boosters.

#### ARTICLE XIV: Accounting:

All funds shall be deposited to the credit of the Leeds High School Band Boosters and shall be subject to any withdrawal by signature of the Treasurer as approved by the Executive Board. In the event of an emergency or extenuating circumstance, the President may sign checks and make withdrawals, as approved by the Executive Board.

The Leeds High School Band Director shall submit invoices to the Executive Board for payment of said invoices. Upon approval by the Executive Board, the invoices shall be paid. No check shall be issued without the approval of the Executive Board.

The approval of a majority of the Executive Board shall be required for all expenditures. The Treasurer shall, upon such approval, furnish a check for the approved expenditure.

The organization is a non-profit organization and operates under strict guidelines to remain non-profit. A ledger of monies earned by each student is maintained by the organization's treasurer. Monies earned by a student in support of the band program cannot be treated as income to the student. Therefore, money cannot be disbursed from the account to the student. It is assumed that all monies are a result of participation in fund raising activities, therefore any balance that a student has after his/her activities have been paid for will be debited as a donation to the Band Booster's general account. If a parent *paid* into the account and then the student does not participate in the activity which was paid for by the parent, a refund will be given at that time, conditional upon cancellation dates for that activity.

#### ARTICLE XV: By-Laws:

#### **Duties and Responsibilities of Executive Board Officers**

1. **PRESIDENT:**
  1. Preside at all business meetings of the organization
  2. Provide a written agenda to officers for business meetings
  3. Serve as the Committee Chairperson for the Equipment & Pit Crew Committee
  4. Serve as ex-officio member on all committees
  5. Outline all of the duties/responsibilities of each committee
  
2. **FIRST VICE PRESIDENT:**
  1. Assumes duties of President during his/her absence.
  2. Serve as the Committee Chairperson for the Fund-raising Committee
  3. Serve as the Committee Chairperson for the Auxiliary Committee
  
3. **SECOND VICE PRESIDENT:**
  1. Assumes duties of President during his/her absence and the absence of the First Vice President.
  2. Serve as the Committee Chairperson for the Hospitality Committee
  3. Serve as the Committee Chairperson for the Uniform Committee
  
4. **SECRETARY:**
  1. Keep minutes of all regular and special meetings of the organization.
  2. Maintain minutes submitted by each committee.
  3. Keep background records of Executive Board.
  4. Serve as the Committee Chairperson for the Media & Communications Committee
  5. Maintain an up to date record of all Booster members, including: Names, phone numbers, email addresses, and status of membership. This record shall be distributed to each Officer once compiled for the current school year.
  6. Maintain an up to date record of the names and grade level of all band members of the Leeds High School Marching Band.
  7. Provide a copy of the minutes of each meeting to the Executive Board.
  
5. **TREASURER:**
  1. Collect all fees and all monies from fund raising projects, merchandise sales, parking, membership fees, and donations for the Band Boosters.
  2. Deposit all monies collected (except parking fees) into the Leeds High School Band Boosters bank account.
  3. Submit all monies received for parking fees to the Bookkeeper at Leeds High School, which are to be deposited into the Leeds High School Band Account.

4. Maintain a ledger of each students' account. (This does not include band fees or other fees that are paid directly to the Band Director or School).
5. Present a financial report at each regular business meeting.
6. Prepare an annual financial report, to be distributed to the active members of the Band Boosters, at the annual meeting. This report shall include the total monies collected, source of monies collected, expenditures, and balance for the end of the year.
7. Make disbursements for all approved invoices.
8. Serve as Committee Chairperson for the Parking Committee

There may be additional duties assigned to officers, as needed. The duties listed above are put into place for the organization to operate efficiently, adequately and on a continuous basis. The primary duty and responsibility of all officers is to maintain the efficient and adequate operations of the organization. Therefore, it may be necessary for an officer to take on some of the responsibilities and duties of another officer. It is expected that all officers will operate in an "All Hands On Deck" approach, ensuring that the needs of the band are met.

### **Code of Conduct**

All members of Leeds High School Band Boosters are expected to abide by all local, state, and federal laws. When attending Booster meetings or school functions, members are expected to conduct themselves in a courteous and professional manner. Members represent Leeds High School Band and Leeds City School System; therefore, each member shall act with integrity, respect, and honesty during any time he/she is acting on behalf of or conducting any business of Leeds High School Band Boosters. Each member shall also follow all rules/regulations and code of conduct as set forth by Leeds City School System.

In addition to the above, each Officer of the Executive Board is in a leadership position, and therefore is held to higher standards. Each Officer shall act with integrity, respect and honesty during any public event, function, and/or meeting. Each Officer shall abide by the Code of Ethics for public officials.

All members shall refrain from use of profanity, including vulgar, derogatory, offensive, and/or lewd language when attending Booster meetings and school events, especially near children.

At no time shall any member ever direct abusive, offensive, vulgar, derogatory or lewd language toward students.

All members shall refrain from the use of illegal drugs and/or alcohol at school events, including Booster meetings.

### **Removal from Band Boosters**

Any member may be removed from the Active Member list at any time for any of the following reasons:

- Arrests
- Use of alcohol and/or drugs at school events or meetings
- Sexual misconduct
- Theft
- Disorderly Conduct
- Being trespassed from Leeds City Schools' property
- Violation of any rule in the above listed Code of Conduct
- Violation of Leeds City Schools' Code of Conduct

- Non-payment of membership fees
- Any other conduct deemed inappropriate by the Officers of the Executive Board or Board of Directors

To remove a member from the band boosters, a complaint must be received by the Executive Board from any source, including firsthand observation or knowledge. Once the Executive Board receives a complaint, they must hold an executive meeting to discuss the issues and removal of the member, and vote regarding the termination of a membership. Only the officers of the Executive Board may remove members. The termination would include all members of the family membership.

The Officers of the Executive Board may be removed from his/her position at any time for any of the following reasons:

- Arrests
- Use of alcohol and/or drugs at school events or meetings
- Sexual misconduct
- Theft
- Disorderly Conduct
- Being trespassed from Leeds City Schools' property
- Violation of any rule in the above listed Code of Conduct
- Violation of Leeds City Schools Code of Conduct
- Violation of the Alabama Code of Ethics
- Non-payment of membership fees
- Misuse of funds
- Reckless neglect of duties or responsibilities of his/her position
- Any other conduct deemed inappropriate by the Board of Directors, or Officers of the Executive Board.

All removals of an officer of the Executive Board shall be voted on by the Booster members. A meeting shall be called by any member of the Executive Board and be held for Booster members to vote. The majority vote of those present dictates the action to be taken.

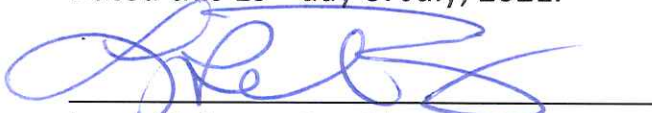
Any member or officer who is removed from the Boosters shall not be eligible to be reinstated as an active member of the booster organization.

#### ARTICLE XVI: Indemnification:

Each officer of this organization shall be indemnified by the organization against any and all expenses actually incurred by such officer in connection with the defense of any action, suit, or proceedings to which said officer is made party by reason of being or having been an officer of this organization, except in relation to matters as to which said officer shall have been conclusively adjudged in any such action, suit, or proceeding to be liable for gross negligence or misconduct in performance of the duties as such officer. Such indemnification shall not be deemed to be exclusive of any other rights to which such person may be entitled under any arrangement approved by the organization, or the laws of the State of Alabama.

I, Laura Roberts, as President of the Leeds High School Band Boosters, do certify that the information contained in the Civic Appropriation Application to the City of Leeds is true and accurate to the best of my knowledge.

Dated this 19<sup>th</sup> day of July, 2021.



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Laura Roberts, President

Attachment 10

**File Attachments for Item:**

19. Resolution 2021-08-06: Consider Occupational Tax Refund Request

**CITY OF LEEDS  
RESOLUTION NO.: 2021-08-06**

**A RESOLUTION APPROVING A TAX REFUND WITH A CORPORATE TAXPAYER WITHIN THE CITY IN REGARDS TO THE OVERPAYMENT OF CERTAIN TAXES.**

**WHEREAS**, Taxpayer (City Account number of 63-0004250) made timely payment to the City of Leeds of the required Occupational Tax pursuant to, without limitation, Chapters 12 and 44 of the City Code of Ordinances (the "Tax"); and

**WHEREAS**, the Taxpayer has requested that certain tax payment be refunded due to an alleged overpayment of taxes due to an alleged overpayment of taxes due to a calculation error; and

**WHEREAS**, City Ordinance 2013-05-17 requires that waivers and agreements of a certain amount be submitted to the City Council for approval instead of an administrative approval; and

**WHEREAS**, after review of the facts and the materials so submitted by the taxpayer, it has been determined that the taxes paid were in fact mistakenly paid; and

**WHEREAS**, pursuant to §11-51-72 Code of Alabama 1975, when such a determination has been made that taxes have been erroneously paid to the City and the taxpayer has in fact submitted a request for a refund, then the City Council is authorized to make such refund.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City of Leeds that, in consideration of the foregoing, as follows:

1. After due examination into the facts and evidence offered by the petitioner in support of the allegations of overpayment of occupational taxes, the petition for occupational tax refund as submitted by Taxpayer # 63-0004250) is hereby determined to be proper and full proof of the same.
2. The City Clerk/treasurer is hereby directed to provide the requested refund in the amount of Two Thousand Five Hundred fourteen dollars & fifty-two cents (i.e. **\$2,514.52**) to the subject taxpayer.
3. That the Mayor, City staff and City attorneys shall have the full authority to do those things, to perform those functions, and to sign necessary documentation in order to carry out the actions so authorized herein.

**Adopted and approved this the 16<sup>th</sup> day of August 2021**

<b>AYES:</b>	_____
<b>NAYS:</b>	_____
<b>ABSENT FROM VOTING:</b>	_____
<b>ABSTAIN:</b>	_____

**CITY OF LEEDS, ALABAMA**

\_\_\_\_\_  
**David Miller, MAYOR**

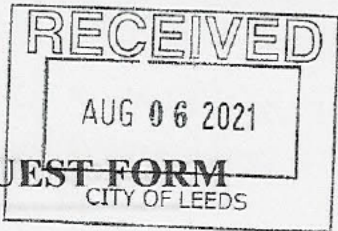
\_\_\_\_\_  
**DATE**

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

As the City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 16<sup>th</sup> day of August 2021.

\_\_\_\_\_  
Toushi Arbitelle, City Clerk



# TAX & LICENSING FEES REFUND REQUEST FORM

Complete this form to request a refund of tax/licensing fees remitted to the City of Leeds. Submit to: City Hall, 1400 9th St, Leeds Alabama 35094 or e-mail to cityhall@leedsalabama.gov.

Before completing this form (front & back) please read instructions detailed on back of this form. Please make reference of the deadline to submit a request of refund. Untimely requests will not be processed and will be returned.

## BUSINESS INFORMATION

Customer Nbr: \_\_\_\_\_

Business Name: \_\_\_\_\_

Name/Title of Person Requesting Refund: \_\_\_\_\_

Business Address: \_\_\_\_\_ Birmingham, AL 35203

Phone: 404 506 \_\_\_\_\_ Fax: 404 707 \_\_\_\_\_ Email: \_\_\_\_\_

AUG 6 AM 10:48

Check all that apply:

- I certify that I am the original payer of the tax/licensing fees
- I certify that I am an authorized agent of the business. (Power of Attorney form must accompany refund request)

## TAX/LICENSING REFUND TYPE (check applicable tax/licensing type)

State tax/licensing period for which refund is requested: \_\_\_\_\_

- Sales Tax
- Use Tax
- Rental/Leasing Tax
- Lodging Tax
- Liquor Tax
- Cigarette Tax
- Motor Fuel Tax
- Wholesale Wine Tax
- Contractors/Subcontractors License Fee
- Occupational License Fee

## BASIS OF REQUEST AND AMOUNT REQUESTED

Amount Requested: \$4,588.62 Date Requested: 07-15-2021

- Overpayment
- Tax Exempt Sale
- Remitted to municipality in error (tax/license fee is payable to another municipality)
- Other Due to administrative error, employee's work location was not updated correctly. Refund requested from August 2016 through 2020

Briefly provide an explanation of entitlement of refund (attach additional sheet if needed):

2016 - \$340.98
2017 - \$1,044.20
2018 - \$1,181.00
2019 - \$1,017.43
2020 - \$1,005.01

**IMPORTANT:** Form must include documentation (i.e. credit memo, tax exempt certification, return merchandise slip, etc) that will support claim for refund.

<b>For Official Use Only</b>	
Date Received:	_____
Received By:	_____



TAX & LICENSING FEES REFUND REQUEST FORM

PAYMENT INFORMATION

If approved, all refunds will be mailed to the address coded in the Revenue's licensing/tax system unless otherwise requested. If the refund check is to be sent to a person or address other than what is coded in the system, complete the section below. (This section must be signed by the original payer or authorized agent) If request is denied, a letter will be mailed to the address coded in the licensing/tax system.

By signing my name, I authorize the City of Leeds to direct payment of the refund to person/address listed below.

[Redacted Signature] 7/28/21  
Signature/Date

Send refund to: Name [Redacted]

Address: [Redacted] Atlanta, GA 30308

SIGNATURES

I declare under penalty of perjury that the information presented on this form is true, correct, and complete to the best of my knowledge. My signature also indicates that I take full responsibility of the information presented on this form and any tax/licensing decision/liability resulting from this form.

[Redacted Signature] 7/28/21  
Print Name and Title Signature and Date

INSTRUCTIONS FOR FILING A REQUEST OF REFUND

Failure to complete all sections of this form could delay the processing of the request and may result in the denial or return of the request.

- Request must be filed (postmarked) with the Revenue Office within three (3) years from the date the return was filed or two (2) years from the date of the payment of the tax/licensing fee, whichever is later. Section 40-2A-7 of The Code of Alabama, 1975.

- Section 1: Business Information--this section should present the business information as recorded on the business registration form and recorded in the City of Leeds tax/licensing system.
- Section 2: Tax/Licensing Refund Type--this section should identify the tax/licensing fee type for which the refund is being requested. It should also indicate the period (i.e. Month/Year) in which the tax/licensing fee was originally remitted to the City of Leeds; this will be the period for which the refund is requested. A separate request form must be submitted for each tax/licensing fee type.
- Section 3: Basis of Refund Request & Amount Requested--this section should provide a brief explanation as to why the refund is being requested. Additional sheets may be attached if needed. The Revenue staff requires sufficient information and documentation to support the claim of refund and to determine the accuracy of the refund amount. If you are unable to calculate the refund amount, the Revenue staff will calculate the amount for you based on the information and documentation provided.
- Section 4: Payment Information--this section details whom the refund will be issued to if approved and what procedures are followed if the request is denied.
  - If the refund request is denied, you have thirty (30) days from the date of denial to file a written appeal of the denial. The written appeal shall be mailed to the City of Leeds, City Clerk at 1400 9th Street - Leeds, Alabama 35094
- Section 5: Signatures--this section should be completed by the person who is legally responsible for the tax/licensing account or authorized agent (Power of Attorney form must be completed). The City will not accept the request without the original signatures (photocopies or faxes will not be accepted).