



May 19, 2025

Work Session Time: 5:45 p.m.

Reports of Department Heads

Brian Kilgore, City Attorney

Council Member Reports

Debbie Byers

Kenny Dale Cost

Ernest Montgomery

Calvin Morgan

Kay Snowden Turner

Alan Watts

Mayor Report

Council Meeting Time: 6:30 p.m.

CITY OF CALERA - COUNCIL AGENDA

Call to Order

Word of Prayer & Pledge of Allegiance

Approval of Agenda

Approval of Minutes

Regular Meeting and Work Session for May 5, 2025

Old Business

Proclamation

Presentation of the Key to the City of Calera

to Torrealba Territories, LLC
Deninson "Dennis" Torrealba

New Business

Resolution No. 2025-31
Traffic Signal-Roadway Lighting Agreement
US Highway 31 and 8th Avenue

Kelly Ellison, Finance Director
Audited Financial Statements for September 30, 2024

James Fuller, IT Director
Shop and Discover Local

Ordinance No. P/Z 2025-01 - Public Hearing
Zoning from MR to A1
Parcel ID 28 1 02 0 000 015.005
664 Meadow Lake Drive
Bill and Ann Davis

Resolution No. 2025-33
Auxiliary Audit Agreement
Avenu Insights & Analytics, LLC

David Hyche, Police Chief
Introduction of Dispatcher - Brandi Kemp
CARE Program
Update on New Hemp and THC Law
CASE Student Video

Resolution No. 2025-32
Water Drainage Facility Agreement
City of Calera / CSX Transportation, Inc.

Ordinance No. 2025-04
Adopting Title 16, Chapter 27 of
the 2024 Code of Alabama

Guests:

Public Comments

Motion to Adjourn

City of Calera – City Council
Work Session Minutes

May 5, 2025

The members of the Calera City Council met on May 5, 2025, at 5:45 p.m. with Mayor Graham presiding. The meeting was held at Calera City Hall.

The following members were present:

Mayor: Jon G. Graham

Mayor Pro Tem: Ernest Montgomery

Council Members: Debbie Byers, Kenny Dale Cost, Calvin Morgan, Kay Snowden
Turner

Absent: Alan Watts

City Attorney: Brian Kilgore

Department Heads: James Fuller, David Hyche, Sean Kendrick, Reggie Darden, Kelly
Ellison, Bill Hilyer, Seth Gandy, Alison Powers, Stacy Walkup

Guests: Richard Byers, Noah Wortham, Dennis Torrealba, Dee Starkey,
Dawn Cost, Bill and Ann Davis, Drew Bradshaw, Donny Cook, Tip
Edwards, Ms. Baxley, Chris Bunn, Blake Atkins, James Alexander,
Brent Ellison, Jennifer Flournoy, Myia and Eric Vines, Mrs. Drake,
John Bores, Terry “T.C.” Cobb

The meeting was called to order.

Reports from the following:

Department Heads
Council Members
Mayor

The Council discussed the agenda for the Council meeting.

There being no further business, the meeting was adjourned at 6:30 p.m.

Respectfully Submitted:

Connie B. Payton, City Clerk

Approved:

Jon G. Graham, Mayor



Minutes of the City of Calera Council Meeting May 5, 2025

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, May 5, 2025, at 6:30 p.m. in a regular meeting. Mayor Graham presiding.

Mayor and Council Members Present:

Jon G. Graham, Mayor
Debbie Byers, Council Member
Kenny Dale Cost, Council Member
Ernest Montgomery, Mayor Pro Tem
Calvin Morgan, Council Member
Kay Snowden Turner, Council Member

Absent:

Alan Watts, Council Member

Attorney:

Brian Kilgore

Department Heads:

James Fuller, David Hyche, Sean Kendrick, Reggie Darden, Kelly Ellison, Bill Hilyer, Seth Gandy, Alison Powers, Stacy Walkup

Guests:

Richard Byers, Noah Wortham, Dennis Torrealba, Dee Starkey, Blake Atkins, Dawn Cost, Bill and Ann Davis, Drew Bradshaw, Donny Cook, Tip Edwards, Ms. Baxley, Chris Bunn, James Alexander, Brent Ellison, Myia and Eric Vines, Mrs. Drake, Jennifer Flournoy, Terry "T.C." Cobb, John Bores

Mayor Graham called the meeting to order at 6:30 p.m.

Word of Prayer and Pledge of Allegiance:

Council Member Morgan opened the meeting with prayer and the Pledge of Allegiance.

Approval of Agenda:

Council Member Cost made a motion to approve the Agenda for May 5, 2025. Council Meeting.
Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner

NAYS: None

Motion Passed

Approval of Minutes:

Council Member Byers made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – April 21, 2025
Work Session – April 21, 2025

Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner

NAYS: None

Motion Passed

Old Business:

Calvin Morgan, Council Member – Changing the Form of Government

New Business:

Proclamation – Professional Municipal Clerks Week – May 4 – May 10, 2025

Resolution No. 2025-30 Surplus Office Chairs

Council Member Byers made a motion to approve Resolution No. 2025-30. Council Member Turner seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner

NAYS: None

Motion Passed

Ordinance No. 2025-03 2025 “Back-to-School” Sales Tax Holiday – Public Hearing

Council Member Byers moved that unanimous consent of the Council be given for immediate action upon Ordinance No. 2025-03. Council Member Turner seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner

NAYS: None

Thereupon, the Mayor declared said motion carried and unanimous consent given for the consideration of said Ordinance.

Council Member Turner made a motion to approve Ordinance No. 2025-03. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner

NAYS: None

Motion Passed – Adopted

Calvin Morgan, Council Member – Key to the City

Ordinance No. 2025-02 Amending Calera Entertainment District

Ordinance By Removing the Yearly Review – Public Hearing

Council Member Cost moved that unanimous consent of the Council be given for immediate action upon Ordinance No. 2025-02. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner

NAYS: None

Thereupon, the Mayor declared said motion carried and unanimous consent given for the consideration of said Ordinance.

Council Member Cost made a motion to approve Ordinance No. 2025-02. Council Member Turner seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner

NAYS: None

Motion Passed – Adopted

Guests:

James Alexander

Terry J. Cobb “T.C.”

Public Comments:

Jennifer Flournoy

Myia and Eric Vines

Council Member Byers made a motion to adjourn the meeting at 8:01 p.m.

Approved this 19th day of May 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-30

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA, ALABAMA AS FOLLOWS:

WHEREAS, the City of Calera, Alabama has inventoried all Departments Inventory and requesting approval to Surplus the following items for the Administration Department.

WHEREAS, the City has found the following items for the City of Calera no longer needed.

Office Chairs

Council Member Byers moved that Resolution No. R-2025-30 is adopted. Council Member Turner seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Morgan, Graham, Cost, Byers, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2025-30 adopted.

Adopted this 5th day of May 2025

Connie Payton, City Clerk

Jon G. Graham, Mayor

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2025-03

Amending City Code to Exempt Certain “Covered Items” from the Municipal Sales and Use Tax during the “Back-to-School Sales Tax Holiday” as Authorized by 40-23-210 through 40-23-213, Code of Alabama 1975.

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

Section 1. The Code of Ordinances of the City of Calera is amended by adding a new section, designated as Section 5-26, as follows:

Sec. 5-26. Sales tax holiday.

(a) In conformity with the provisions 40-23-210 through 40-23-213, Code of Alabama 1975, providing for a State Sales Tax Holiday, the City of Calera exempts “covered items” from municipal sales tax during the same period, beginning at 12:01 a.m. on the Friday, July 18, 2025 and ends at twelve midnight on Sunday, July 20, 2025.

(b) This section shall be subject to all terms, conditions, definitions, time periods, and rules as provided by 40-23-210 through 40-23-213, Code of Alabama 1975, except that the time period shall only be as specified in subsection (a) and not for all years thereafter.

Section 2. The Code of Ordinances of the City of Calera is amended by adding a new section, designated as Section 5-27, as follows:

Sec. 5-27. Use tax holiday.

(a) In conformity with the provisions 40-23-210 through 40-23-213, Code of Alabama 1975, providing for a State Sales Tax Holiday, the City of Calera exempts “covered items” from municipal use tax during the same period, beginning at 12:01 a.m. on the Friday, July 18, 2025 and ends at twelve midnight on Sunday, July 20, 2025.

(b) This section shall be subject to all terms, conditions, definitions, time periods, and rules as provided by 40-23-210 through 40-23-213, Code of Alabama 1975, except that the time period shall only be as specified in subsection (a) and not for all years thereafter.

Section 3. This ordinance shall become effective on July 1, 2025.

Council Member Byers moved that unanimous consent of the Council be given for immediate action upon said Ordinance. Council Member Turner seconded said motion and upon vote the results were:

AYES: Montgomery, Morgan, Graham, Cost, Byers, Turner

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member Turner moved that Ordinance No. 2025-03 be adopted, which motion was seconded by Council Member Morgan and upon vote the results were as follows:

AYES: Montgomery, Morgan, Graham, Cost, Byers, Turner

NAYS: None

Adopted this 5th day of May 2025.

Mayor Graham declared Ordinance No. 2025-03 adopted.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2025-02

Rescind

**ORDINANCE TO ESTABLISH AN ENTERTAINMENT DISTRICT IN CALERA, ALABAMA, AND TO
AMEND SECTION 10-8 OF THE CODE OF CALERA**

**Ordinance No. 2023-17
Adopted August 21, 2023**

WHEREAS, the State of Alabama has passed into law Act No. 2023-72, hereinafter referred to as "the Act," to create and establish entertainment district designations for retail alcoholic beverage licenses in the City of Calera, Alabama; and

WHEREAS, the Act allows the City Council to establish not more than two entertainment districts within the corporate limits of the City of Calera, each of which must have one or more retail Alcoholic Beverage Control Board licensees in an area that does not exceed one-half mile by one-half mile; and

WHEREAS, the Council has considered the merits of establishing such districts and believes that they will benefit the downtown area and believes that entertainment districts may benefit the City by enhancing pedestrian-oriented areas for outdoor special events that can include, but are not limited to, parades, concerts, car shows, and fundraising events for local nonprofit organizations, holiday events, and beer and wine tasting events; and

WHEREAS, the Council finds that other cities, both within and without the State of Alabama, have had success with such districts, and believes that it is in the best interest of the City to provide for the creation of such districts as provided in this ordinance; and

WHEREAS, nothing herein is intended to confer any rights or entitlement, as selling alcohol within an area designated as an entertainment district is a privilege, not a right, and is subject at all times to reasonable regulation with the Council reserving the right to modify or repeal this Ordinance, and any district designation created hereunder, at any time; and

WHEREAS, because the downtown area consists of properties devoted to business, commercial, entertainment, and residential uses, the Council finds that it is prudent to proceed deliberately and cautiously in order to determine what impact, if any, the creation and operation of these districts will have on residential and business properties; for this reason, the Council will include a sunset provision in this Ordinance in order to allow a reassessment of the merits, costs, and benefits of these entertainment districts and their impact on surrounding business and residential properties; and

WHEREAS, subject to the terms and limitations of the Act and this Ordinance, the City of Calera wishes to establish one entertainment district in the downtown area hereinafter referred to as the Downtown Entertainment District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CALERA, ALABAMA, as follows:

SECTION 1. Creation and Establishment of District. Under the authority granted in Act No. 2023-72, the City Council does hereby create and establish one entertainment district in downtown Calera known as the Downtown Entertainment District with the areas and boundaries as set forth and designated on the Map which is attached hereto as Exhibit 1 and incorporated by reference as if fully set out herein.

SECTION 2. Outside Consumption of Alcoholic Beverages Permitted; Conditions. Any on-premises retail alcohol beverage licensee who receives an entertainment district designation from the Alabama Alcoholic Beverage Control Board shall comply with all laws, rules, and regulations which govern its license type, except that a patron, guest or member of that licensee may exit the licensed premises between the hours of 12:00 p.m. and 12:00 a.m. with no more than one open container of alcoholic beverage and consume said alcoholic beverage anywhere within the confines of the entertainment district in which the alcoholic beverage was obtained, subject to the following regulations:

(1). A person may not enter another licensed premises with an open container or closed container of alcoholic beverage acquired elsewhere;

(2). A licensee who receives an entertainment district designation shall allow alcoholic beverages to be removed from the licensed premises only in a paper or plastic cup that bears the commercially printed name and/or logo of the designated licensee, or in a paper or plastic cup bearing the "Downtown Entertainment District" logo obtained from the Calera Main Street (or other qualified entity), and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, or glass container; except, that glass containers shall be allowed in a licensee's outdoor sit-down dining areas that are situated on a sidewalk or other right-of-way where the licensee has a right-of-way use agreement with the City of Calera;

(3). No licensee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

(4). It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass container on the streets, sidewalks, rights-of-way, and parking lots located within an entertainment district, or to possess any open can, bottle, or glass container of alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots located within an entertainment district; except, that glass containers shall be allowed in a

licensee's outdoor sit down dining areas that are situated on a sidewalk or other right of-way where the licensee has a right-of-way use agreement with the City of Calera.

(5). No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size.

(6). No person shall possess on the streets, sidewalks, rights-of-way, parking lots, or outdoor public areas located within the entertainment district any open alcoholic beverage container which exceeds 16 fluid ounces in size.

SECTION 3. Consumption of Alcoholic Beverages in a Motor Vehicle Prohibited. It shall be unlawful for any person to consume any alcoholic beverages while in the confines of a motor vehicle while the motor vehicle is located upon any public street, parking lot or other place to which the public has or is permitted to have access within an entertainment district.

(1) Exceptions:

(a) A passenger in a motor vehicle in which the driver is operating the vehicle pursuant to a contract to provide transportation for passengers and such driver holds a valid license for the operation of a vehicle for hire;

(b) A passenger of a bus in which the driver holds a valid operator's license; and,

(c) A passenger in a self-contained motor home which is in excess of 21 feet in length.

SECTION 4. Alcoholic Beverages Purchased Outside the Entertainment District Not Allowed in Open Containers in District. Except for special events as permitted by the Alabama Alcoholic Beverage Control Board and in compliance with all laws, rules, and regulations, no alcoholic beverages purchased outside of the entertainment district shall be allowed in open containers in the entertainment district.

SECTION 5: Drinking in Public; Section 10-8 of the City Code Amended. Section 10-8 of the Code of Calera, Alabama, is hereby amended so that it now reads in its entirety as follows: "Section 10-8. Drinking alcoholic beverages in public. Except as may be allowed in entertainment districts officially created and designated pursuant to the authority of Act No. 2023-72 of the Alabama Legislature, as it now exists or may hereafter be amended, it shall be unlawful for any person to drink any malt, vinous, spirituous, or other intoxicating liquors (A) within the confines or parking areas of any stadium, basketball court, baseball field, tennis court, public school, city park or any other place in the city in which athletic events take place, or in any of the public streets, alleys or parks or in any other public place in the city or its police jurisdiction not duly licensed for the sale of one (1) or more of such beverages or duly licensed to prepare and serve food; or (B) in any other public place, except in places where alcoholic beverages are sold at retail for consumption on the premises pursuant to a license issued by the Alabama Alcoholic Beverage Control Board."

SECTION 6. Effective Date, Sunset, and Extension. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law; provided, further,

that the requirement that all paper or plastic cups bear the logo of the designated licensee or the "Downtown Entertainment District" logo. This Ordinance will require a yearly review each August.

SECTION 7. **Additions.** The Mayor, in his or her right, shall have the privilege of designating special events (e.g. holidays and civic gatherings) and shall have the authority to order city streets and/or rights-of-way to be closed for such special events. In addition, the Mayor shall have the authority to designate certain or all closed areas of city streets and/or rights-of-way as areas in which it is permissible to carry open containers in compliance with this Ordinance during the scheduled hours of the special event.

Council Member Watts moved that Ordinance No. 2025-17 be adopted with a yearly review. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Cost, Graham, Montgomery, Watts

NAYS: Byers, Morgan, Turner,

Mayor Graham declared Ordinance No. 2023-17 adopted.

Adopted this 21st day of August 2023.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Council Members Byers, Turner, and Morgan are in support of the Downtown Entertainment District but not in support of the yearly review.

[illegible]

Legal Description

- (a) *Division of city.* The City of Calera, Alabama, is hereby dividing a portion of the downtown area into an entertainment district.
- (b) *District Described.* The district within the City of Calera, which is enclosed by the following described lines which, if described as being street, roadway, railroad, or alley, shall be the right-of-way of such street, roadway, railroad or alley, unless specifically noted otherwise.

- (1) *Entertainment District.* Begin at the Northeast corner of Lot 13, Block 6 of the J.H. Dunstan Map of Calera as recorded in the Office of the Judge of Probate, Shelby County Alabama. Point also being the intersection of south right-of-way of Alabama Hwy 25 and the west right-of-way of CSX Railroad. Point of Beginning being in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama; thence run easterly and along the south right-of-way of said AL Hwy 25 to the northeast corner of Lot 1, Block 202 of said Dunstan map; thence southerly along east boundary of said Lot 1 to the southeast corner of said lot; thence easterly to the northeast corner of Lot 8, Block 202 of said Dunstan map, said point also being on the west right-of-way of 9th Street; thence continue easterly to a point being approximately 150 feet south of the northwest corner of Lot 9, Block 201 of said Dunstan map, said point being on the east right-of-way of said 9th Street; thence northerly the approximate distance of 150 feet to the said Northwest corner of Lot 9, said point also being on the south right-of-way of AL Hwy 25; thence easterly along the south right-of-way of said Hwy 25 to the northeast corner of Lot 4, Block 200 of said Dunstan Map; thence southerly along the east line of said Block 200 to the southeast corner of Lot 21, Block 200 of said Dunstan map, said point also being the right-of-way of 17th Avenue; thence west along the north right-of-way of said 17th Avenue to the southwest corner of Lot 9, Block 201 of said Dunstan map, said point also being the intersection of the north right-of-way of 17th Avenue and the east right-of-way of 9th Street; thence southerly along the east right-of-way of said 9th Street to the Southwestern corner of Lot 18, Block 215 of said Dunstan map, said point also being on the eastern right-of-way of CSX railroad; thence southeasterly along the CSX railroad right-of-way to a point on the east boundary line of Lot 10, Block 218 of said Dunstan map; thence southerly along said eastern boundary line to the southeast corner of said Lot 10; thence continue southerly to the centerline of a vacated portion of 20th Avenue; thence westerly along said centerline to the east right-of-way of aforementioned 9th Street; thence southwesterly to the northeast corner of Lot 6, Block 230 of said Dunstan map, said point also being on the south right-of-way of 20th Avenue; thence westerly along the south right-of-way of said 20th Avenue to the northeast corner of Lot 8, Block 260 of said Dunstan map; thence continue westerly along said right-of-way a distance of 100 feet to point on said right-of-way; thence northeasterly to the southwest corner of Lot 11, Block 268 of said Dunstan map, said point also being the intersection of the north right-of-way of 20th Avenue and the east right-of-way of 14th Street; thence northerly along said east right-of-way of 14th Street to the northwest corner of Lot 7, Block 268 of said

Dunstan map, said point also being the northwest corner of parcel 28-5-21-3-002-037.000; thence easterly along the north boundary of said parcel a approximate distance of 190 feet to a fence line of the Calera Intermediate school; thence southeasterly along said fence a approximate distance of 158 feet to a corner in the fence line; thence easterly along said fence a approximate distance of 70 feet to the northwest corner of parcel 28-5-21-3-002-039.000; thence continue easterly along the north boundary of said parcel to the west boundary line of Block 268 of said Dunstan map and the west right-of-way of U S Hwy 31; thence northerly along the west right-of-way of said Hwy 31 to the northeast corner of Block 272 of said Dunstan map and the intersection of the south right-of-way of AL Hwy 25; thence westerly along the south right-of-way of said Hwy 25 to the northwest corner of parcel 28-5-21-3-002-002.000; thence northwesterly to the southeast corner of Lot 1, Block 2 of said Dunstan map, said point also being on the west right-of-way of 13th Street; thence northerly along the west right-of-way of said 13th Street to the southern right-of-way of Norfolk Southern Railroad, said point also being the northeast corner of parcel 28-5-21-3-301-005.000; thence northeasterly to the southeast corner of Lot 9, Block 10 of said Dunstan map; thence easterly to the southwest corner of Lot 6, Block 9 of said Dunstan map; thence northeasterly to the southeast corner of Lot 1, Block 9 of said map, said point also being on the west right-of-way of U S Hwy 31; thence northerly along said U S Hwy 31 right-of-way to the southeast corner of Lot 2, Block 27 of said Dunstan map; thence westerly to the southwest corner of said Lot 2; thence southwesterly to the southeast corner of Lot 27, of said Block 27; thence westerly to the southwest corner of said Lot 27, said point also being on the east right-of-way of 13th Street; thence northerly along said right-of-way to the northwest corner of Lot 14, Block 27 of said map; thence easterly to the northeast corner of said Lot 14; thence continue easterly a distance of 10 feet to the centerline of a closed 20 foot ally in said Block 27; thence southerly along said centerline approximately 20 foot to a point; thence easterly to the northwest corner of Lot 8 of said Block; thence continue easterly to the northeast corner of said Block, said point also being on the west right-of-way of said U S Hwy 31; thence northeasterly to the northwest corner of Lot 3, Block 28 of said Dunstan map; thence easterly to the northeast corner of said Lot 3; thence southeasterly to the northeast corner of Block 8, of said Dunstan map, said point also being the northern point of parcel 28-5-21-1-004-016.000, said point being on the west right-of-way of CSX Railroad; thence southerly along said CSX right-of-way to the southeast corner of Block 8 of said Dunstan map and the intersection of the north right-of-way of Norfolk Southern Railroad; thence southeasterly to the northeast corner of Lot 4, Block 7 of said map, said point being on the west right-of-way of CSX Railroad; thence southerly along said CSX right-of-way to the southeast corner of Lot 4, Block 7 of said Dunstan map, said point also intersecting the north right-of-way of AL HWY 25; thence southerly to the Point of Beginning.

WHEREAS, THE ABOVE REFERENCED SECTION OF THE CODE OF ORDINANCES OF THE CITY OF CALERA, ALABAMA SHALL BE AMENDED TO READ AS FOLLOWS:

ORDINANCE TO ESTABLISH AN ENTERTAINMENT DISTRICT IN CALERA, ALABAMA, AND TO AMEND SECTION 10-8 OF THE CODE OF CALERA

WHEREAS, the State of Alabama has passed into law Act No. 2023-72, hereinafter referred to as "the Act," to create and establish entertainment district designations for retail alcoholic beverage licenses in the City of Calera, Alabama; and

WHEREAS, the Act allows the City Council to establish not more than two entertainment districts within the corporate limits of the City of Calera, each of which must have one or more retail Alcoholic Beverage Control Board licensees in an area that does not exceed one-half mile by one-half mile; and

WHEREAS, the Council has considered the merits of establishing such districts and believes that they will benefit the downtown area and believes that entertainment districts may benefit the City by enhancing pedestrian-oriented areas for outdoor special events that can include, but are not limited to, parades, concerts, car shows, and fundraising events for local nonprofit organizations, holiday events, and beer and wine tasting events; and

WHEREAS, the Council finds that other cities, both within and without the State of Alabama, have had success with such districts, and believes that it is in the best interest of the City to provide for the creation of such districts as provided in this ordinance; and

WHEREAS, nothing herein is intended to confer any rights or entitlement, as selling alcohol within an area designated as an entertainment district is a privilege, not a right, and is subject at all times to reasonable regulation with the Council reserving the right to modify or repeal this Ordinance, and any district designation created hereunder, at any time; and

WHEREAS, because the downtown area consists of properties devoted to business, commercial, entertainment, and residential uses, the Council finds that it is prudent to proceed deliberately and cautiously in order to determine what impact, if any, the creation and operation of these districts will have on residential and business properties; for this reason, the Council will include a sunset provision in this Ordinance in order to allow a reassessment of the merits, costs, and benefits of these entertainment districts and their impact on surrounding business and residential properties; and

WHEREAS, subject to the terms and limitations of the Act and this Ordinance, the City of Calera wishes to establish one entertainment district in the downtown area hereinafter referred to as the Downtown Entertainment District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CALERA, ALABAMA, as follows:

SECTION 1. Creation and Establishment of District. Under the authority granted in Act No. 2023-72, the City Council does hereby create and establish one entertainment district in downtown Calera known as the Downtown Entertainment District with the areas and boundaries as set forth and designated on the Map which is attached hereto as Exhibit 1 and incorporated by reference as if fully set out herein.

SECTION 2. Outside Consumption of Alcoholic Beverages Permitted; Conditions. Any on-premises retail alcohol beverage licensee who receives an entertainment district designation from the Alabama Alcoholic Beverage Control Board shall comply with all laws, rules, and regulations which govern its license type, except that a patron, guest or member of that licensee may exit the licensed premises between the hours of 12:00 p.m. and 12:00 a.m. with no more than one open container of alcoholic beverage and consume said alcoholic beverage anywhere within the confines of the entertainment district in which the alcoholic beverage was obtained, subject to the following regulations:

(1). A person may not enter another licensed premises with an open container or closed container of alcoholic beverage acquired elsewhere;

(2). A licensee who receives an entertainment district designation shall allow alcoholic beverages to be removed from the licensed premises only in a paper or plastic cup that bears the commercially printed name and/or logo of the designated licensee, or in a paper or plastic cup bearing the "Downtown Entertainment District" logo obtained from the Calera Main Street (or other qualified entity), and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, or glass container; except, that glass containers shall be allowed in a licensee's outdoor sit-down dining areas that are situated on a sidewalk or other right-of-way where the licensee has a right-of-way use agreement with the City of Calera;

(3). No licensee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

(4). It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass container on the streets, sidewalks, rights-of-way, and parking lots located within an entertainment district, or to possess any open can, bottle, or glass container of alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots located within an entertainment district; except, that glass containers shall be allowed in a licensee's outdoor sit down dining areas that are situated on a sidewalk or other right of-way where the licensee has a right-of-way use agreement with the City of Calera.

(5). No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size.

(6). No person shall possess on the streets, sidewalks, rights-of-way, parking lots, or outdoor public areas located within the entertainment district any open alcoholic beverage container which exceeds 16 fluid ounces in size.

SECTION 3. Consumption of Alcoholic Beverages in a Motor Vehicle Prohibited. It shall be unlawful for any person to consume any alcoholic beverages while in the confines of a motor vehicle while the motor vehicle is located upon any public street, parking lot or other place to which the public has or is permitted to have access within an entertainment district.

(1) Exceptions:

(a) A passenger in a motor vehicle in which the driver is operating the vehicle pursuant to a contract to provide transportation for passengers and such driver holds a valid license for the operation of a vehicle for hire;

(b) A passenger of a bus in which the driver holds a valid operator's license; and,

(c) A passenger in a self-contained motor home which is in excess of 21 feet in length.

SECTION 4. Alcoholic Beverages Purchased Outside the Entertainment District Not Allowed in Open Containers in District. Except for special events as permitted by the Alabama Alcoholic Beverage Control Board and in compliance with all laws, rules, and regulations, no alcoholic beverages purchased outside of the entertainment district shall be allowed in open containers in the entertainment district.

SECTION 5: Drinking in Public; Section 10-8 of the City Code Amended. Section 10-8 of the Code of Calera, Alabama, is hereby amended so that it now reads in its entirety as follows: "Section 10-8. Drinking alcoholic beverages in public. Except as may be allowed in entertainment districts officially created and designated pursuant to the authority of Act No. 2023-72 of the Alabama Legislature, as it now exists or may hereafter be amended, it shall be unlawful for any person to drink any malt, vinous, spirituous, or other intoxicating liquors (A) within the confines or parking areas of any stadium, basketball court, baseball field, tennis court, public school, city park or any other place in the city in which athletic events take place, or in any of the public streets, alleys or parks or in any other public place in the city or its police jurisdiction not duly licensed for the sale of one (1) or more of such beverages or duly licensed to prepare and serve food; or (B) in any other public place, except in places where alcoholic beverages are sold at retail for consumption on the premises pursuant to a license issued by the Alabama Alcoholic Beverage Control Board."

SECTION 6. Effective Date, Sunset, and Extension. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law; provided, further, that the requirement that all paper or plastic cups bear the logo of the designated licensee or the "Downtown Entertainment District" logo. This Ordinance will require a yearly review each August.

SECTION 7. Additions. The Mayor, in his or her right, shall have the privilege of designating special events (e.g. holidays and civic gatherings) and shall have the authority to

order city streets and/or rights-of-way to be closed for such special events. In addition, the Mayor shall have the authority to designate certain or all closed areas of city streets and/or rights-of-way as areas in which it is permissible to carry open containers in compliance with this Ordinance during the scheduled hours of the special event.

Council Member Cost moved that unanimous consent of the Council be given for immediate action upon said Ordinance. Council Member Montgomery seconded said motion and upon vote the results were:

AYES: Montgomery, Morgan, Graham, Cost, Byers, Turner

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member Cost moved that Ordinance No. 2025-02 be adopted, which motion was seconded by Council Member Turner and upon vote the results were as follows:

AYES: Montgomery, Morgan, Graham, Cost, Byers, Turner

NAYS: None

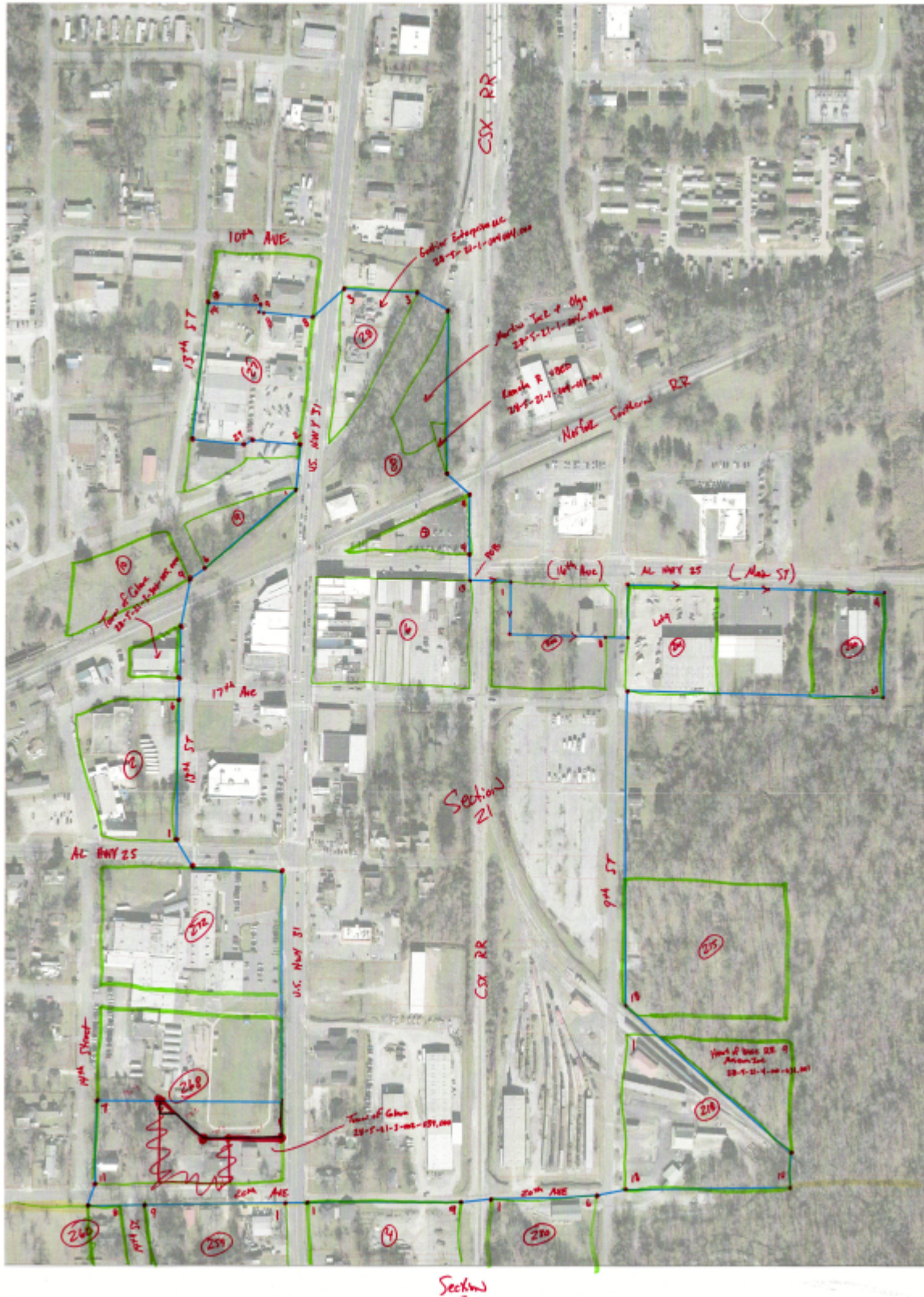
Mayor Graham declared Ordinance No. 2023-17 adopted.

Adopted this 5th day of May 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Exhibit 1



Legal Description

- (c) *Division of city.* The City of Calera, Alabama, is hereby dividing a portion of the downtown area into an entertainment district.
- (d) *District Described.* The district within the City of Calera, which is enclosed by the following described lines which, if described as being street, roadway, railroad, or alley, shall be the right-of-way of such street, roadway, railroad or alley, unless specifically noted otherwise.

- (1) *Entertainment District.* Begin at the Northeast corner of Lot 13, Block 6 of the J.H. Dunstan Map of Calera as recorded in the Office of the Judge of Probate, Shelby County Alabama. Point also being the intersection of south right-of-way of Alabama Hwy 25 and the west right-of-way of CSX Railroad. Point of Beginning being in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama; thence run easterly and along the south right-of-way of said AL Hwy 25 to the northeast corner of Lot 1, Block 202 of said Dunstan map; thence southerly along east boundary of said Lot 1 to the southeast corner of said lot; thence easterly to the northeast corner of Lot 8, Block 202 of said Dunstan map, said point also being on the west right-of-way of 9th Street; thence continue easterly to a point being approximately 150 feet south of the northwest corner of Lot 9, Block 201 of said Dunstan map, said point being on the east right-of-way of said 9th Street; thence northerly the approximate distance of 150 feet to the said Northwest corner of Lot 9, said point also being on the south right-of-way of AL Hwy 25; thence easterly along the south right-of-way of said Hwy 25 to the northeast corner of Lot 4, Block 200 of said Dunstan Map; thence southerly along the east line of said Block 200 to the southeast corner of Lot 21, Block 200 of said Dunstan map, said point also being the right-of-way of 17th Avenue; thence west along the north right-of-way of said 17th Avenue to the southwest corner of Lot 9, Block 201 of said Dunstan map, said point also being the intersection of the north right-of-way of 17th Avenue and the east right-of-way of 9th Street; thence southerly along the east right-of-way of said 9th Street to the Southwestern corner of Lot 18, Block 215 of said Dunstan map, said point also being on the eastern right-of-way of CSX railroad; thence southeasterly along the CSX railroad right-of-way to a point on the east boundary line of Lot 10, Block 218 of said Dunstan map; thence southerly along said eastern boundary line to the southeast corner of said Lot 10; thence continue southerly to the centerline of a vacated portion of 20th Avenue; thence westerly along said centerline to the east right-of-way of aforementioned 9th Street; thence southwesterly to the northeast corner of Lot 6, Block 230 of said Dunstan map, said point also being on the south right-of-way of 20th Avenue; thence westerly along the south right-of-way of said 20th Avenue to the northeast corner of Lot 8, Block 260 of said Dunstan map; thence continue westerly along said right-of-way a distance of 100 feet to point on said right-of-way; thence northeasterly to the southwest corner of Lot 11, Block 268 of said Dunstan map, said point also being the intersection of the north right-of-way of 20th Avenue and the east right-of-way of 14th Street; thence northerly along said east right-of-way of 14th Street to the northwest corner of Lot 7, Block 268 of said

Dunstan map, said point also being the northwest corner of parcel 28-5-21-3-002-037.000; thence easterly along the north boundary of said parcel a approximate distance of 190 feet to a fence line of the Calera Intermediate school; thence southeasterly along said fence a approximate distance of 158 feet to a corner in the fence line; thence easterly along said fence a approximate distance of 70 feet to the northwest corner of parcel 28-5-21-3-002-039.000; thence continue easterly along the north boundary of said parcel to the west boundary line of Block 268 of said Dunstan map and the west right-of-way of U S Hwy 31; thence northerly along the west right-of-way of said Hwy 31 to the northeast corner of Block 272 of said Dunstan map and the intersection of the south right-of-way of AL Hwy 25; thence westerly along the south right-of-way of said Hwy 25 to the northwest corner of parcel 28-5-21-3-002-002.000; thence northwesterly to the southeast corner of Lot 1, Block 2 of said Dunstan map, said point also being on the west right-of-way of 13th Street; thence northerly along the west right-of-way of said 13th Street to the southern right-of-way of Norfolk Southern Railroad, said point also being the northeast corner of parcel 28-5-21-3-301-005.000; thence northeasterly to the southeast corner of Lot 9, Block 10 of said Dunstan map; thence easterly to the southwest corner of Lot 6, Block 9 of said Dunstan map; thence northeasterly to the southeast corner of Lot 1, Block 9 of said map, said point also being on the west right-of-way of U S Hwy 31; thence northerly along said U S Hwy 31 right-of-way to the southeast corner of Lot 2, Block 27 of said Dunstan map; thence westerly to the southwest corner of said Lot 2; thence southwesterly to the southeast corner of Lot 27, of said Block 27; thence westerly to the southwest corner of said Lot 27, said point also being on the east right-of-way of 13th Street; thence northerly along said right-of-way to the northwest corner of Lot 14, Block 27 of said map; thence easterly to the northeast corner of said Lot 14; thence continue easterly a distance of 10 feet to the centerline of a closed 20 foot ally in said Block 27; thence southerly along said centerline approximately 20 foot to a point; thence easterly to the northwest corner of Lot 8 of said Block; thence continue easterly to the northeast corner of said Block, said point also being on the west right-of-way of said U S Hwy 31; thence northeasterly to the northwest corner of Lot 3, Block 28 of said Dunstan map; thence easterly to the northeast corner of said Lot 3; thence southeasterly to the northeast corner of Block 8, of said Dunstan map, said point also being the northern point of parcel 28-5-21-1-004-016.000, said point being on the west right-of-way of CSX Railroad; thence southerly along said CSX right-of-way to the southeast corner of Block 8 of said Dunstan map and the intersection of the north right-of-way of Norfolk Southern Railroad; thence southeasterly to the northeast corner of Lot 4, Block 7 of said map, said point being on the west right-of-way of CSX Railroad; thence southerly along said CSX right-of-way to the southeast corner of Lot 4, Block 7 of said Dunstan map, said point also intersecting the north right-of-way of AL HWY 25; thence southerly to the Point of Beginning.



City of CALERA, ALABAMA

PROCLAMATION

- Whereas, The Office of the Municipal Clerk, a time-honored and vital part of local government, exists throughout the world; and
- Whereas, the Municipal Clerk is the oldest among public servants; and
- Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and
- Whereas, Municipal Clerks have pledged to be mindful of their neutrality and impartiality, rendering equal service to all; and
- Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in educational programs, seminars, workshops, and the annual meetings of their state, province, county and international professional organizations; and
- Whereas, this May, Municipal Clerks Week will be celebrating its 56th anniversary; and
- Whereas, it is most appropriate that we recognize the accomplishments of Municipal Clerks.

Now, Therefore, I, Jon G. Graham, by virtue of the authority vested in me as Mayor of the City of Calera in the State of Alabama, do hereby proclaim May 4 -May 10, 2025, as

PROFESSIONAL MUNICIPAL CLERKS WEEK

To show our appreciation for City of Calera City Clerk Connie B. Payton and the vital services that she and other clerks perform and for their exemplary dedication to the communities they represent.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Calera to be affixed this the 5th day of May 2025.

Jon G. Graham, Mayor

Proclamation

PRESENTATION OF THE KEY TO THE CITY OF CALERA

TO TORREALBA TERRITORIES, LLC – DENINSON “DENNIS” TORREALBA

WHEREAS, the City of Calera proudly recognizes and honors Mr. Torrealba who has made significant and lasting contributions to the betterment of our community and our Downtown area along with Calera Main Street and Main Street Alabama; and

WHEREAS, Deninson “Dennis” Torrealba has demonstrated an extraordinary commitment to the revitalization and redevelopment of the Downtown area; and

WHEREAS, through his vision, investment, and hands-on involvement, Mr. Torrealba has played a pivotal role in restoring properties, enhancing the aesthetic appeal, and fostering economic and cultural vibrancy in the heart of our Downtown; and

WHEREAS, his dedication and efforts have inspired civic pride, attracted new businesses, and created a welcoming atmosphere for both residents and visitors alike; and

WHEREAS, the City of Calera wishes to express its deepest appreciation and gratitude for his invaluable contributions to the growth and prosperity of our community;

NOW, THEREFORE, I, Jon G. Graham, Mayor of the City of Calera, Alabama, do hereby present the Key to the City to Deninson “Dennis” Torrealba as a symbol of our highest esteem and appreciation, and in recognition of his outstanding service, leadership, and dedication to the revitalization of Downtown Calera.

PRESENTED this 19th day of May, 2025.

CITY OF CALERA, ALABAMA

Jon G. Graham, Mayor

Region Tracking Number: _____ Project Number: _____

Region: _____ County: _____

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

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

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	☐	☐	☐	☐	☐
Intersection Flashing Signal/Beacon:	☐	☐	☐	☐	☐
Roadway Lighting:	☐	☐	☐	☐	☐
Other: _____	☐	☐	☐	☐	☐

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

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

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

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

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

- 7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.
- 8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as “(A) New Installation” with “Traffic Control Signal” marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.
- 8b. Check one:

The ☐ CITY (Incorporated Municipality)

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

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

The ☐ COUNTY (County Government or Agency)

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

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

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

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

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

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

14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

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

TYPE OF SIGNAL		CONTROLLER	
☐ Traffic Control	☐ Pedestrian Control	Make: Econolite	Model #: Cobalt
☐ Flashing	☐ Lane Control	☐ Fixed Time	☐ Two Phase
☐ School Flasher	☐ Railroad Crossing	☐ Semi Actuated	☐ Four Phase
☐ Other: _____		☐ Full Actuated	☐ Eight Phase
_____		☐ Other: _____	
_____		SYSTEM ☐ YES ☐ NO	

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

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

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

(Seal of MAINTAINING AGENCY)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

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

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

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-31

**STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT
OF TRANSPORTATION: AGREEMENT FOR THE INSTALLATION AND/OR
OPERATION AND/OR MAINTENANCE OF TRAFFIC CONTROL SIGNALS
AND/OR ROADWAY LIGHTING AND CITY OF CALERA, CALERA, ALABAMA**

US Highway 31 at 8th Avenue

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA,
ALABAMA**

WHEREAS, the Council hereby agrees to authorize the Mayor to sign the Agreement with State of Alabama, Alabama Department of Transportation Agreement for the Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting. Said contract listed below.

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: _____

Region: East Central County: SHELBY

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

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

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	☒	☐	☐	☒	☒
Intersection Flashing Signal/Beacon:	☐	☐	☐	☐	☐
Roadway Lighting:	☐	☐	☐	☐	☐
Other: _____	☐	☐	☐	☐	☐

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

US Highway 31 at 8th Avenue [A,D,&E]

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

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

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

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

- 7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.
- 8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as "(A) New Installation" with "Traffic Control Signal" marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.
- 8b. Check one:

The ☒ CITY (Incorporated Municipality)

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

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

The ☐ COUNTY (County Government or Agency)

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

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

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

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

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

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

14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

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

1-4sec 12" red arrow, yellow arrow, green arrow, flashing yellow arrow

8 - 3 sec 12" red ball, yellow ball, green ball

TYPE OF SIGNAL		CONTROLLER	
☒ Traffic Control	☐ Pedestrian Control	Make: Econolite	Model #: Cobalt
☐ Flashing	☐ Lane Control	☐ Fixed Time	☐ Two Phase
☐ School Flasher	☐ Railroad Crossing	☐ Semi Actuated	☐ Four Phase
☐ Other: _____		☒ Full Actuated	☒ Eight Phase
_____		☐ Other: _____	
_____		SYSTEM ☐ YES ☒ NO	

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

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

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

(Seal of MAINTAINING AGENCY)

	Legal Name of MAINTAINING AGENCY
Attest:	By:
(Seal or notary signature)	Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By:
Area Traffic Engineer Signature

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

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

APPROVED:

By:
Region Engineer Signature

RECORDED:

By:
State Traffic Engineer Signature
Date:
(Added to Archive)

Council Member _____ moved that Resolution No. R-2025-31 be adopted. Council Member _____ seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2025-31 adopted.

Adopted this the 19th of May 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

City of Calera, Alabama
Financial Statements
September 30, 2024

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and
Members of the City Council
The City of Calera, Alabama

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Calera, (the City), as of and for the year ended September 30, 2024 and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of September 30, 2024 and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedule, schedule of changes in the net pension liability, schedule of employer contributions and the schedule of changes in net OPEB liability information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with evidence sufficient to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the selected date and schedules but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 18, 2025, on our consideration of the City of Calera's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Calera's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Calera's internal control over financial reporting and compliance.

Fruitt Tingle Paramore & Argent, LLC

Birmingham, Alabama

March 18, 2025

City of Calera, Alabama
Management's Discussion and Analysis
September 30, 2024

The City of Calera's Management's Discussion and Analysis is designed to assist the reader in focusing on significant financial issues, provide an overview of the City's financial activity, identify changes in the City's financial position, identify any material deviations from the financial plan, and identify individual fund issues or concerns.

Since the Management's Discussion and Analysis is designed to focus on the current year's activities, resulting changes, and currently known facts, please read it in conjunction with the City's financial statements.

HIGHLIGHTS

Financial Highlights

- The City's combined assets and deferred outflows of resources exceeded its combined liabilities and deferred inflows of resources by \$91,348,772 which will allow the City to continue to meet ongoing obligations to citizens and creditors.
- The General Fund reported a fund balance of \$16,260,410, an increase of \$664,938. The General Fund's Excess of Revenues over Expenditures was \$8,806,404.
- The Proprietary Funds reported a combined fund balance of \$21,787,120 an increase of \$3,704,826. The Proprietary Fund's Operating Income was \$2,972,700.
- The total cost of all City's programs was \$31,528,385.

USING THIS ANNUAL REPORT

The annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 14-16) provide information about the activities of the City as a whole and present a longer-term view of the City's finances. Fund financial statements begin on page 17. For governmental activities, these statements tell how services were financed in the short-term, as well as what remains for future spending. Fund financial statements also report the City's operations in more detail by providing information about the City's most significant funds.

Reporting the City as a Whole

Our analysis of the City as a whole begins on page 8. One of the most important questions asked about the City's finances is, "Is the City as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the City as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used in most private sector companies. All the current year revenues and expenses are taken into account regardless of when cash is received or paid.

City of Calera, Alabama
Management's Discussion and Analysis
September 30, 2024

The Statement of Net Position and the Statement of Activities report the City's net position and changes in net position. You can think of the City's net position - the difference between assets and liabilities – as one way to measure the City's financial health or financial position. Over time, increases or decreases in the City's net position, is one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors, however, such as changes in the City's property tax base and the condition of the City's infrastructure, to assess the overall health of the City.

In the Statement of Net Position and the Statement of Activities, we divide the City into three kinds of activities:

- **Governmental Activities** – Most of the City's basic services are reported here, including general administration, street, mechanic, planning and zoning, engineering, inspections, building maintenance, police, fire and rescue, library, parks and recreation, senior center, and the municipal court. Property taxes, sales taxes, program revenues, and transfers from business-type activities finance most of these activities.
- **Business-type Activities** – The City's Natural Gas System Fund, Sewer System Fund, and Garbage Fund are reported here. The City charges a fee to customers to cover costs of these services.
- **Component Units** – The City includes on separate legal entity in its report – the Water Works Board of the City of Calera, Alabama. Although legally separate, this "component unit" is important because the City is financially accountable for them. Complete financials are available by contacting the Water Works Board of the City of Calera, Alabama.

Reporting the City's Most Significant Funds

Our analysis of the City's major funds begins on page 11. The fund financial statements provide detailed information about the most significant funds – not the City as a whole. Some funds are required to be established by State law and by bond covenants. However, the City Council established many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants, and other monies. The City's two kinds of funds – governmental and proprietary – use different accounting approaches.

- **Governmental Funds** – Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of these funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in reconciliations after the fund financial statements.

City of Calera, Alabama
Management's Discussion and Analysis
September 30, 2024

- **Proprietary Funds** – When the City charges customers for the services it provides, these services are generally reported in the proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. In fact, the City's enterprise funds (a component of proprietary funds) are the same as the business-type activities we report in the government-wide statements but provide more detail and additional information, such as cash flows, for proprietary funds.

THE CITY AS A WHOLE

Financial Analysis of the City as a Whole

Net Position

The City's combined net position increased by \$16,133,847 from 2023 to 2024. The governmental activities net position increased by \$12,429,021 or approximately 17%, while business type activities net position increased by \$3,704,826, or approximately 5%. This increase in governmental activities resulted primarily from an increase in sales taxes and property taxes in addition to an increase charges for services and capital contributions. The increase in business type activities resulted primarily from an increase in charges for services and capital contributions.

Statement of Net Position

The following table reflects the condensed Statement of Net Position:

	Governmental Activities		Business - type Activities		Totals	
	For the Year Ended September 30,		For the Year Ended September 30,		For the Year Ended September 30,	
	2024	2023	2024	2023	2024	2023
Current and other assets	\$ 36,281,327	\$ 34,361,672	\$ 25,288,467	\$ 25,403,370	\$ 61,569,794	\$ 59,765,042
Capital Assets	71,377,826	60,909,372	25,949,907	21,781,487	97,327,733	82,690,859
Total assets	107,659,153	95,271,044	51,238,374	47,184,857	158,897,527	142,455,901
Deferred outflows of resources	6,067,018	7,809,063	738,019	1,103,049	6,805,037	8,912,112
Other liabilities	5,242,049	5,394,195	1,826,826	352,970	7,068,875	5,747,165
Long-term liabilities	30,110,595	31,664,112	28,210,212	29,708,256	58,320,807	61,372,368
Total liabilities	35,352,644	37,058,307	30,037,038	30,061,226	65,389,682	67,119,533
Deferred inflows of resources	8,811,875	8,889,169	152,235	144,386	8,964,110	9,033,555
Net position						
Net investment in capital assets	55,775,713	48,651,992	13,705,501	11,152,866	69,481,214	59,804,858
Restricted	12,681,680	5,597,912	(146,288)	358,846	12,535,392	5,956,758
Unrestricted	1,104,259	2,882,727	8,227,907	6,570,582	9,332,166	9,453,309
Total net position	\$ 69,561,652	\$ 57,132,631	\$ 21,787,120	\$ 18,082,294	\$ 91,348,772	\$ 75,214,925

City of Calera, Alabama
Management's Discussion and Analysis
September 30, 2024

For more detailed information, see the Statement of Net Position on pages 14-15.

The City's combined net position increased to \$91,348,772 from \$75,214,925 or 21%. The City's unrestricted net position for governmental activities, the part of net position that can be used to finance day-to-day operations, was \$1,104,259 which is an decrease of (\$1,778,468) from the prior year, or -62%. This total increase results from an increase in current assets and noncurrent assets as well as a decrease in long-term liabilities.

Changes in Net Position

The City's total revenues increased by approximately 25% to \$47,662,232. For governmental activities, sales taxes account for approximately 52% of governmental revenues. Property taxes account for approximately 10% of governmental revenues. The majority of the remaining governmental activities revenues come from fees and charges for services, other taxes, and capital grants and contributions.

The total cost of all programs and services increased by \$2,527,563, or approximately 9%. Expenses of business-type activities increased by \$97,387 and the cost of governmental activities increased by \$2,430,176.

The table on the following page reflects the condensed Statement of Activities.

City of Calera, Alabama
Management's Discussion and Analysis
September 30, 2024

	Governmental Activities		Business - type Activities		Totals	
	For the Year Ended		For the Year Ended		For the Year Ended	
	September 30,		September 30,		September 30,	
	2024	2023	2024	2023	2024	2023
REVENUES						
Program Revenues						
Fees, fines, and charges for services	\$ 5,001,891	\$ 4,771,849	\$ 10,192,495	\$ 9,346,749	\$ 15,194,386	\$ 14,118,598
Operating grants and contributions	271,785	248,159	-	-	271,785	248,159
Capital grants and contributions	6,597,229	1,166,551	1,455,480	-	8,052,709	1,166,551
General Revenues						
Sales taxes	18,573,891	18,373,631	-	-	18,573,891	18,373,631
Property taxes	3,575,202	3,048,137	-	-	3,575,202	3,048,137
Other taxes	368,132	533,024	-	-	368,132	533,024
Interest income	1,031,176	286,136	291,521	78,167	1,322,697	364,303
Lease income	17,609	21,042	-	-	17,609	21,042
Other income	285,821	209,173	-	-	285,821	209,173
Total Revenues	35,722,736	28,657,702	11,939,496	9,424,916	47,662,232	38,082,618
EXPENSES						
General Administration	3,177,867	2,011,973	-	-	3,177,867	2,011,973
Street	2,163,410	1,588,813	-	-	2,163,410	1,588,813
Mechanic	217,225	180,332	-	-	217,225	180,332
Planning and zoning	220,042	203,688	-	-	220,042	203,688
Engineering	411,876	562,782	-	-	411,876	562,782
Inspections	320,845	301,077	-	-	320,845	301,077
Building maintenance	375,586	422,406	-	-	375,586	422,406
Police	5,449,049	5,165,056	-	-	5,449,049	5,165,056
Fire and rescue	5,941,385	5,653,114	-	-	5,941,385	5,653,114
Library	571,296	515,551	-	-	571,296	515,551
Parks and recreation	2,842,738	2,639,066	-	-	2,842,738	2,639,066
Senior center	197,492	164,349	-	-	197,492	164,349
Rolling hills	740,032	673,846	-	-	740,032	673,846
Donations	65,500	136,125	-	-	65,500	136,125
Municipal court	288,779	271,433	-	-	288,779	271,433
Interest	663,664	726,999	-	-	663,664	726,999
Natural gas system	-	-	1,998,780	2,480,256	1,998,780	2,480,256
Sewer system	-	-	4,696,340	4,260,226	4,696,340	4,260,226
Other proprietary funds	-	-	1,186,479	1,043,730	1,186,479	1,043,730
Total Expenses	23,646,786	21,216,610	7,881,599	7,784,212	31,528,385	29,000,822
Excess (deficiency) before transfers & capital contributions	12,075,950	7,441,092	4,057,897	1,640,704	16,133,847	9,081,796
Transfers	353,071	313,718	(353,071)	(313,718)	-	-
Change in net position	12,429,021	7,754,810	3,704,826	1,326,986	16,133,847	9,081,796
Beginning net position	57,132,631	49,377,821	18,082,294	16,755,308	75,214,925	66,133,129
Ending net position	\$ 69,561,652	\$ 57,132,631	\$ 21,787,120	\$ 18,082,294	\$ 91,348,772	\$ 75,214,925

City of Calera, Alabama
Management's Discussion and Analysis
September 30, 2024

THE CITY'S FUNDS

Governmental Funds

As of the year-end, the Governmental Funds reported a combined fund balance of \$26,575,675, which is \$1,999,201 more than the beginning of the year. The General Fund experienced a net increase of \$664,938, resulting primarily from revenues in excess of expenditures. The American Rescue Fund experienced a net increase of \$41,488 resulting primarily of grant revenues in excess of capital outlay expenditures in the current year. The Capital Projects Fund experienced a net increase of \$1,418,859, resulting primarily from transfers from the general fund in excess of capital outlay expenditures in the current year. The Debt Service Fund experienced a net increase of \$14,322, resulting primarily from transfers from the general fund in excess of debt retired. The Other Governmental Funds experienced a net decrease of (\$140,406).

Proprietary Funds

As of the year-end, the Proprietary Funds reported a combined net position of \$21,787,120, which is approximately 20% more than the beginning of the year. The Natural Gas System experienced a net increase of \$97,293 after interfund transfers to other funds of \$337,927. The Sewer System experienced a net increase of \$3,409,938 after capital contributions of \$1,455,480. The Garbage Fund experienced a net increase of \$197,595.

General Fund Budgetary Highlights

General Fund revenues exceeded budgeted revenues by \$23,273. Actual sales tax revenues was less than budgeted sales tax revenues by \$11,529.

General Fund expenditures were less than budgeted amounts by \$1,436,103.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2024, the City had \$97,327,733 invested in a broad range of capital assets, including the Natural Gas System, Sewer System, Garbage Fund, land, roadways, fire and police equipment and vehicles, buildings, and park facilities. This amount represents a net increase (including additions and deductions) of \$14,636,874, or approximately 15% over last year. The City's additions to capital assets included roadway and intersection improvements, building relocation, building improvements, police equipment, fire equipment, vehicles and park equipment. These additions were offset by the retirements of assets no longer in service and by depreciation expense.

City of Calera, Alabama
Management's Discussion and Analysis
September 30, 2024

CAPITAL ASSETS

	Governmental Activities		Business - type Activities		Totals	
	For the Year Ended September 30,		For the Year Ended September 30,		For the Year Ended September 30,	
	2024	2023	2024	2023	2024	2023
Land	\$ 20,040,022	\$ 20,040,022	\$ 441,853	\$ 441,853	\$ 20,481,875	\$ 20,481,875
Construction in progress	5,644,207	4,155,784	5,239,776	1,991,909	10,883,983	6,147,693
Land Improvements, net	3,638,727	2,283,331	-	-	3,638,727	2,283,331
Infrastructure, net	16,974,749	12,902,336	-	-	16,974,749	12,902,336
Systems and facilities, net	-	-	17,994,432	17,165,087	17,994,432	17,165,087
Buildings and improvements, net	21,542,635	17,756,779	541,260	501,030	22,083,895	18,257,809
Vehicles, net	1,792,386	1,914,011	582,779	683,689	2,375,165	2,597,700
Equipment, net	1,745,100	1,857,109	1,149,807	997,919	2,894,907	2,855,028
Total capital assets, net	\$ 71,377,826	\$ 60,909,372	\$ 25,949,907	\$ 21,781,487	\$ 97,327,733	\$ 82,690,859

Debt

At September 30, 2024, the City had \$43,711,098 in warrants, and notes payable outstanding versus \$46,916,055 at September 30, 2023, a decrease of 7%. Other obligations of the City include accrued vacation leave, holiday leave, and compensatory time, other post-employment benefits, and the net pension liability.

DEBT

	Governmental Activities		Business - type Activities		Totals	
	For the Year Ended September 30,		For the Year Ended September 30,		For the Year Ended September 30,	
	2024	2023	2024	2023	2024	2023
General obligation warrants	\$ 15,501,899	\$ 17,292,530	\$ 27,197,063	\$ 28,450,165	\$ 42,698,962	\$ 45,742,695
Notes payable	1,012,136	1,173,360	-	-	1,012,136	1,173,360
Other post employment benefit payable	6,415,424	4,030,649	-	-	6,415,424	4,030,649
Net pension liability	6,375,236	8,175,173	904,649	1,146,791	7,279,885	9,321,964
Compensated absences	805,900	992,400	108,500	111,300	914,400	1,103,700
Total LT liabilities	\$ 30,110,595	\$ 31,664,112	\$ 28,210,212	\$ 29,708,256	\$ 58,320,807	\$ 61,372,368

City of Calera, Alabama
Management's Discussion and Analysis
September 30, 2024

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The City's Mayor, City Clerk, Finance Director, and City Council considered many factors when setting the budget for the fiscal year ending September 30, 2024. Tax rates, anticipated sales tax collections, anticipated expenditures/expenses, prior year actual revenues/expenditures, and the overall economy were some of these factors. The budget is prepared in accordance with the City's budget management policies which are designed to ensure the City maintains a financial base sufficient to sustain a consistent level of municipal services, is able to withstand local and regional economic variations, and adjusts to changes in the service requirements of the community.

One of the City's major sources of income is sales tax revenue. The City has taken a conservative approach in projecting sales tax revenues when setting the budget.

Calera's local economy consists of commercial, retail, and industrial business. Some of Calera's largest businesses are Wal-Mart, Timberline Golf Course, Alabama Power, and various restaurants and retail shops. The City's sales tax revenue has increased in previous years due to recent commercial developments.

These indicators were taken into account when adopting the General Fund budget for fiscal year ending September 30, 2025. Projected revenues in the General Fund budget are \$27,558,575. The City expects the major sources of revenues and expenditures to remain stable in fiscal year 2025.

If these estimates are realized, the City's budgetary fund balance is expected to increase by the close of fiscal year 2025.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional information, contact the City Clerk of Calera, 7901 Highway 31, Calera, AL 35040.

City of Calera, Alabama
Statement of Net Position
September 30, 2024

	Primary Government			Component Unit
	Governmental	Business-type		Water Works
	Activities	activities	Total	Board
Assets				
Current assets				
Cash and cash equivalents	\$ 15,359,199	\$ 8,531,485	\$ 23,890,684	\$ 4,355,610
Certificate of deposit	562,241	-	562,241	-
Accounts receivable, net	5,316,021	1,341,513	6,657,534	910,080
Lease receivable	200,000	-	200,000	-
Due from component unit	772	-	772	-
Due from other funds	-	3,318	3,318	-
Prepaid expenses	189,094	-	189,094	-
Inventory	-	303,370	303,370	322,181
Restricted assets:				
Cash and cash equivalents	10,181,193	-	10,181,193	1,280,489
Certificate of deposit	469,768	-	469,768	-
Accounts receivable	192,855	-	192,855	-
Total current assets	32,471,143	10,179,686	42,650,829	6,868,360
Noncurrent assets				
Restricted cash and cash equivalents	3,190,184	454,383	3,644,567	-
Due from ADEM - restricted	-	14,654,398	14,654,398	3,065,387
Lease receivable, less current portion	620,000	-	620,000	-
Nondepreciable capital assets	25,684,229	5,681,627	31,365,856	3,423,554
Depreciable capital assets, net	45,693,597	20,268,280	65,961,877	18,665,457
Total noncurrent assets	75,188,010	41,058,688	116,246,698	25,154,398
Total assets	107,659,153	51,238,374	158,897,527	32,022,758
Deferred outflows of resources				
Pension	3,429,046	439,760	3,868,806	-
Other post employment benefits	2,511,161	-	2,511,161	-
Deferred charge on refunding	126,811	298,259	425,070	49,019
Total deferred outflows of resources	6,067,018	738,019	6,805,037	49,019

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Statement of Net Position - Continued
September 30, 2024

	Primary Government			Component Unit
	Governmental	Business-type		Water Works
	Activities	activities	Total	Board
Liabilities				
Accounts payable	162,647	1,562,742	1,725,389	803,962
Due from other funds	3,318	-	3,318	-
Due to the City	-	-	-	772
Unearned revenue	205,531	-	205,531	-
Accrued expenses	293,459	25,945	319,404	27,474
Payable from restricted assets:				
Accounts payable	847,321	-	847,321	-
Accrued expenses	13,925	-	13,925	-
Deposits	3,677,190	91,851	3,769,041	177,800
Accrued interest payable	38,658	146,288	184,946	56,408
Current maturities of long-term liabilities				
Current portion of long-term debt	2,010,753	1,269,873	3,280,626	880,679
Compensated absences	402,950	54,250	457,200	23,450
Total current liabilities	<u>7,655,752</u>	<u>3,150,949</u>	<u>10,806,701</u>	<u>1,970,545</u>
Noncurrent liabilities				
Long-term debt	14,503,282	25,927,190	40,430,472	14,467,110
Compensated absences	402,950	54,250	457,200	23,450
Total pension liability	6,375,236	904,649	7,279,885	-
Total OPEB liability	<u>6,415,424</u>	<u>-</u>	<u>6,415,424</u>	<u>-</u>
Total noncurrent liabilities	<u>27,696,892</u>	<u>26,886,089</u>	<u>54,582,981</u>	<u>14,490,560</u>
Total liabilities	<u>35,352,644</u>	<u>30,037,038</u>	<u>65,389,682</u>	<u>16,461,105</u>
Deferred inflows of resources				
Property taxes levied for				
subsequent years	\$ 3,717,043	\$ -	\$ 3,717,043	\$ -
Pension	1,109,992	152,235	1,262,227	-
Other post employment benefits	<u>3,984,840</u>	<u>-</u>	<u>3,984,840</u>	<u>-</u>
Total deferred inflows of resources	<u>8,811,875</u>	<u>152,235</u>	<u>8,964,110</u>	<u>-</u>
Net position				
Net investment in capital assets	55,775,713	13,705,501	69,481,214	9,855,628
Restricted for:				
Capital projects	7,523,182	-	7,523,182	-
Debt service	963,614	(146,288)	817,326	1,224,081
Municipal court	231,942	-	231,942	-
Parks and recreation	1,305	-	1,305	-
Police	6,689	-	6,689	-
Street improvements	3,954,948	-	3,954,948	-
Unrestricted	<u>1,104,259</u>	<u>8,227,907</u>	<u>9,332,166</u>	<u>4,530,963</u>
Total net position	<u>\$ 69,561,652</u>	<u>\$ 21,787,120</u>	<u>\$ 91,348,772</u>	<u>\$ 15,610,672</u>

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Statement of Activities
For the Year Ended September 30, 2024

Function/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Assets			
		Charges for Services	Operating Grants/Contributions	Capital Grants/Contributions	Primary Government			Component Unit
					Governmental Activities	Business-type Activities	Total	Calera Water Works Board
Primary government								
Governmental activities								
General administration	\$ 3,177,867	\$ 3,038,887	\$ -	\$ 1,618,475	\$ 1,479,495	\$ -	\$ 1,479,495	\$ -
Street	2,163,410	-	200,246	4,633,909	2,670,745	-	2,670,745	-
Mechanic	217,225	-	-	-	(217,225)	-	(217,225)	-
Planning and zoning	220,042	37,328	-	-	(182,714)	-	(182,714)	-
Engineering	411,876	-	-	-	(411,876)	-	(411,876)	-
Inspections	320,845	414,104	-	-	93,259	-	93,259	-
Building maintenance	375,586	-	-	-	(375,586)	-	(375,586)	-
Police	5,449,049	234,154	16,865	44,845	(5,153,185)	-	(5,153,185)	-
Fire and rescue	5,941,385	33,636	1,000	-	(5,906,749)	-	(5,906,749)	-
Library	571,296	3,739	34,674	-	(532,883)	-	(532,883)	-
Parks and recreation	2,842,738	309,318	16,500	300,000	(2,216,920)	-	(2,216,920)	-
Senior center	197,492	-	2,500	-	(194,992)	-	(194,992)	-
Rolling Hills	740,032	580,365	-	-	(159,667)	-	(159,667)	-
Donations	65,500	-	-	-	(65,500)	-	(65,500)	-
Municipal court	288,779	350,360	-	-	61,581	-	61,581	-
Cemetery	-	-	-	-	-	-	-	-
Interest and fees	663,664	-	-	-	(663,664)	-	(663,664)	-
Total primary government	<u>23,646,786</u>	<u>5,001,891</u>	<u>271,785</u>	<u>6,597,229</u>	<u>(11,775,881)</u>	<u>-</u>	<u>(11,775,881)</u>	<u>-</u>
Business-type Activities								
Natural Gas System	1,998,780	2,336,159	-	-	-	337,379	337,379	-
Sewer System	4,696,340	6,462,293	-	1,455,480	-	3,221,433	3,221,433	-
Other Proprietary Funds	1,186,479	1,394,043	-	-	-	207,564	207,564	-
Total Business-type Activities	<u>7,881,599</u>	<u>10,192,495</u>	<u>-</u>	<u>1,455,480</u>	<u>-</u>	<u>3,766,376</u>	<u>3,766,376</u>	<u>-</u>
Total Primary Government	<u>\$ 31,528,385</u>	<u>\$ 15,194,386</u>	<u>\$ 271,785</u>	<u>\$ 8,052,709</u>	<u>\$ (11,775,881)</u>	<u>\$ 3,766,376</u>	<u>\$ (8,009,505)</u>	<u>\$ -</u>
Component unit								
Calera Water Works Board	<u>\$ 4,213,447</u>	<u>\$ 5,309,677</u>	<u>\$ -</u>	<u>\$ 1,204,281</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,300,511</u>
General revenues and other items								
Taxes:								
Sales					18,573,891	-	18,573,891	-
Property					3,575,202	-	3,575,202	-
Other					368,132	-	368,132	-
Interest earnings					1,031,176	291,521	1,322,697	264,701
Lease income					17,609	-	17,609	-
Other income					285,821	-	285,821	18,004
Transfers					353,071	(353,071)	-	-
Total general revenues and other items					<u>24,204,902</u>	<u>(61,550)</u>	<u>24,143,352</u>	<u>282,705</u>
Change in net position					<u>12,429,021</u>	<u>3,704,826</u>	<u>16,133,847</u>	<u>2,583,216</u>
Net position - beginning of year					<u>57,132,631</u>	<u>18,082,294</u>	<u>75,214,925</u>	<u>13,027,456</u>
Net position - end of year					<u>\$ 69,561,652</u>	<u>\$ 21,787,120</u>	<u>\$ 91,348,772</u>	<u>\$ 15,610,672</u>

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Balance Sheet - Governmental Funds
September 30, 2024

	General	American Rescue Fund	Capital Projects Fund	Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets						
Cash and cash equivalents	\$ 15,359,199	\$ -	\$ -	\$ -	\$ -	\$ 15,359,199
Certificate of deposit	562,241	-	-	-	-	562,241
Accounts receivable	5,316,021	-	-	-	-	5,316,021
Due from component unit	772	-	-	-	-	772
Prepaid expenses	189,094	-	-	-	-	189,094
Restricted assets:						
Cash	3,190,184	267,303	8,111,284	923,294	879,312	13,371,377
Certificates of deposit	469,768	-	-	-	-	469,768
Accounts receivable	-	-	30,181	-	162,674	192,855
Due from other funds	-	-	916,799	78,978	-	995,777
Total assets	<u>\$ 25,087,279</u>	<u>\$ 267,303</u>	<u>\$ 9,058,264</u>	<u>\$ 1,002,272</u>	<u>\$ 1,041,986</u>	<u>\$ 36,457,104</u>
Liabilities						
Accounts payable	\$ 162,647	\$ -	\$ -	\$ -	\$ -	\$ 162,647
Accrued expenses	293,459	-	-	-	-	293,459
Due to other funds	999,095	-	-	-	-	999,095
Payable from restricted assets						
Accounts payable	-	5,535	840,990	-	796	847,321
Accrued expenses	-	-	-	-	13,925	13,925
Unearned revenue	-	170,749	-	-	-	170,749
Deposits	3,654,625	-	-	-	22,565	3,677,190
Total liabilities	<u>5,109,826</u>	<u>176,284</u>	<u>840,990</u>	<u>-</u>	<u>37,286</u>	<u>6,164,386</u>
Deferred inflows of resources						
Property taxes levied for subsequent year	3,717,043	-	-	-	-	3,717,043
Total deferred inflows of resources	<u>3,717,043</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,717,043</u>
Fund balance (deficit)						
Restricted for						
Capital projects	-	91,019	8,217,274	-	-	8,308,293
Debt service	-	-	-	1,002,272	-	1,002,272
Municipal court	-	-	-	-	231,942	231,942
Parks and recreation	1,305	-	-	-	-	1,305
Police	6,689	-	-	-	-	6,689
Street improvements	3,182,190	-	-	-	772,758	3,954,948
Unassigned	13,070,226	-	-	-	-	13,070,226
	<u>16,260,410</u>	<u>91,019</u>	<u>8,217,274</u>	<u>1,002,272</u>	<u>1,004,700</u>	<u>26,575,675</u>
Total liabilities and fund balance	<u>\$ 25,087,279</u>	<u>\$ 267,303</u>	<u>\$ 9,058,264</u>	<u>\$ 1,002,272</u>	<u>\$ 1,041,986</u>	<u>\$ 36,457,104</u>

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Reconciliation of the Governmental Funds
Balance Sheet to the Statement of Net Position
September 30, 2024

Total fund balances - governmental funds \$ 26,575,675

Amounts reported for governmental activities in the statement of net position are different due to the following:

Lease receivable reported in governmental activities is not collectible in the current period and, therefore, is not reported in the governmental funds. Unearned revenue related to future lease income reduces net position reported in governmental activities but is not reported in the governmental funds

Lease receivable	820,000	
Less: Unearned revenue related to lease receivable	(34,782)	785,218

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.

Governmental capital assets	101,379,087	
Less accumulated depreciation	(30,001,261)	71,377,826

Deferred outflows and deferred inflows related to the net pension liability and other post employment benefit payable are not reported in the governmental funds

Deferred outflows related to pension	3,429,046	
Deferred outflows related to OPEB	2,511,161	
Deferred inflows related to pension	(1,109,992)	
Deferred inflows related to OPEB	(3,984,840)	845,375

Long-term liabilities, including warrants payable, are not due and payable in the current period and, therefore, are not reported in the governmental funds.

Warrants payable	(15,220,000)	
Discounts (premiums)	(281,899)	
Deferred charges on refunding	126,811	
Notes payable	(1,012,136)	
Net pension liability	(6,375,236)	
Other post employment benefits payable	(6,415,424)	
Compensated absences	(805,900)	(29,983,784)

Interest payable is not recognized as an expenditure in governmental funds, but rather is recognized when an expenditure is paid.

	(38,658)	
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Total net position - governmental activities \$ 69,561,652

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Statement of Revenues, Expenditures and Changes in Fund Balances -
Governmental Funds
For the Year Ended September 30, 2024

	General	American Rescue Fund	Capital Projects Fund	Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues						
Taxes						
Sales	\$ 18,573,891	\$ -	\$ -	\$ -	\$ -	\$ 18,573,891
Property	3,575,202	-	-	-	-	3,575,202
Motor vehicle/gas	54,291	-	-	-	194,246	248,537
Other	313,841	-	-	-	-	313,841
Licenses and permits	3,365,369	-	-	-	-	3,365,369
Fines and forfeits	-	-	-	-	349,938	349,938
Charges for services	1,239,173	-	-	-	-	1,239,173
Interest	612,788	41,488	308,090	34,889	33,921	1,031,176
Other	513,681	1,464,532	300,000	-	422	2,278,635
	28,248,236	1,506,020	608,090	34,889	578,527	30,975,762
Expenditures						
General administration	1,345,609	197,052	-	-	-	1,542,661
Street	1,074,383	-	-	-	343,164	1,417,547
Mechanic	204,921	-	-	-	-	204,921
Planning and zoning	169,767	-	-	-	-	169,767
Engineering	422,371	-	-	-	-	422,371
Inspections	269,462	-	-	-	-	269,462
Building maintenance	364,033	-	-	-	-	364,033
Police	4,995,886	-	-	-	-	4,995,886
Fire and rescue	5,445,593	-	-	-	-	5,445,593
Library	470,145	-	-	-	-	470,145
Parks and recreation	2,253,143	-	-	-	-	2,253,143
Senior center	157,143	-	-	-	-	157,143
Rolling Hills	627,306	-	-	-	-	627,306
Donations	65,500	-	-	-	-	65,500
Municipal court	-	-	-	-	280,494	280,494
Capital outlay	1,393,352	-	7,159,794	-	-	8,553,146
Debt service						
Principal retirement	161,223	-	-	1,735,000	-	1,896,223
Interest and fees	21,995	-	-	644,223	-	666,218
	19,441,832	197,052	7,159,794	2,379,223	623,658	29,801,559
Excess (deficiency) of revenues over (under) expenditures	8,806,404	1,308,968	(6,551,704)	(2,344,334)	(45,131)	1,174,203
Other financing sources (uses)						
Proceeds from sale of capital assets	271,927	-	-	-	-	271,927
Proceeds from capital lease	200,000	-	-	-	-	200,000
Transfers (to)/from American Rescue fund	-	(1,267,480)	1,267,480	-	-	-
Transfers (to)/from capital projects fund	(6,703,083)	-	6,703,083	-	-	-
Transfers (to)/from debt service fund	(2,358,656)	-	-	2,358,656	-	-
Transfers (to)/from other government funds	95,275	-	-	-	(95,275)	-
Transfers (to)/from Natural Gas System	337,927	-	-	-	-	337,927
Transfers (to)/from Sewer fund	1,376	-	-	-	-	1,376
Transfers (to)/from other proprietary funds	13,768	-	-	-	-	13,768
	(8,141,466)	(1,267,480)	7,970,563	2,358,656	(95,275)	824,998
Net change in fund balance	664,938	41,488	1,418,859	14,322	(140,406)	1,999,201
Fund balance (deficit) - beginning of year	15,595,472	49,531	6,798,415	987,950	1,145,106	24,576,474
Fund balance (deficit) - end of year	\$ 16,260,410	\$ 91,019	\$ 8,217,274	\$ 1,002,272	\$ 1,004,700	\$ 26,575,675

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Reconciliation of the Governmental Funds Statement of Revenues,
Expenditures and Changes in Fund Balances to the Statement of Activities
For the year ended September 30, 2024

Net changes in fund balances - governmental funds	\$	1,999,201
Amounts reported for governmental activities in the statement of activities are different due to the following:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		
Capital outlay	8,553,146	
Less depreciation expense	<u>(2,542,131)</u>	6,011,015
Donations of capital assets do not provide current financial resources and are not recorded in governmental funds. However, donations of capital assets increase net position		
		4,604,404
The proceeds from the sale of capital assets (\$271,927) are reported as other financing sources in the governmental funds. However, the net book value of the capital assets (\$146,965) is removed from the capital assets account in the Statement of Net Position and offsets against the sales proceeds resulting in a gain in the Statement of Activities of (\$124,962)		
		(146,965)
The proceeds from a capital lease are reported as revenue in the governmental funds. However, the lease is reported as a sale of a capital asset in the Statement of Net Position and unearned revenue related to the transaction is amortized over the life of the lease and reported as lease income in the Statement of Activities		
Proceeds from capital leases	(200,000)	
Lease income	<u>17,609</u>	(182,391)
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Principal retirement	1,896,223	
Deferred amount on refunding amortization	(53,307)	
Premium and discount amortization	<u>55,631</u>	1,898,547
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Decrease in accrued compensated absences	186,500	
Increase in pension expense	(695,460)	
Increase in other post employment benefit payable	(1,246,059)	
Decrease in accrued interest	<u>229</u>	(1,754,790)
Change in net position - governmental activities	<u>\$</u>	<u>12,429,021</u>

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Statement of Proprietary Fund Net Position
September 30, 2024

	Natural Gas System	Sewer System	Nonmajor Proprietary Fund	Total Proprietary Funds
Assets				
Current assets				
Cash and cash equivalents	\$ 2,177,589	\$ 6,002,650	\$ 351,246	\$ 8,531,485
Accounts receivable, net	198,974	981,722	160,817	1,341,513
Due from other funds	1,844	53	1,421	3,318
Inventory	263,500	39,870	-	303,370
Total current assets	2,641,907	7,024,295	513,484	10,179,686
Noncurrent assets				
Restricted cash and cash equivalents	-	454,383	-	454,383
Due from ADEM - restricted	-	14,654,398	-	14,654,398
Nondepreciable assets	78,403	5,603,224	-	5,681,627
Depreciable capital assets, net	3,224,505	16,611,453	432,322	20,268,280
Total noncurrent assets	3,302,908	37,323,458	432,322	41,058,688
Total assets	5,944,815	44,347,753	945,806	51,238,374
Deferred outflows of resources				
Pension	156,591	187,485	95,684	439,760
Deferred charge on refunding	-	298,259	-	298,259
Total deferred outflows of resources	156,591	485,744	95,684	738,019
Liabilities				
Current liabilities				
Accounts payable	37,021	1,511,953	13,768	1,562,742
Due (from) to General Fund	-	-	-	-
Accrued expenses	6,455	13,697	5,793	25,945
Compensated absences, current portion	10,650	40,800	2,800	54,250
Payable from restricted assets				
Customer deposits	91,851	-	-	91,851
Accrued interest	-	146,288	-	146,288
Current portion of long-term debt	-	1,269,873	-	1,269,873
Total current liabilities	145,977	2,982,611	22,361	3,150,949
Noncurrent liabilities				
Compensated absences, net of current portion	10,650	40,800	2,800	54,250
Net pension liability	318,311	388,467	197,871	904,649
Long-term debt, net of current portion	-	25,927,190	-	25,927,190
Total noncurrent liabilities	328,961	26,356,457	200,671	26,886,089
Total liabilities	474,938	29,339,068	223,032	30,037,038
Deferred inflows of resources				
Pension	49,750	71,248	31,237	152,235
Total deferred inflows of resources	49,750	71,248	31,237	152,235
Net position				
Net investment in capital assets	3,302,908	9,970,271	432,322	13,705,501
Unrestricted	2,273,810	5,144,815	354,899	7,773,524
Restricted for debt service	-	308,095	-	308,095
Total net position	\$ 5,576,718	\$ 15,423,181	\$ 787,221	\$ 21,787,120

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Statement of Revenues, Expenses, and Changes in Proprietary Fund Net Position
September 30, 2024

	Natural Gas System	Sewer System	Nonmajor Proprietary Fund	Total Proprietary Funds
Operating Revenues				
Utility receipts	\$ 2,260,844	\$ 5,639,343	\$ 1,394,043	\$ 9,294,230
Fees	19,252	822,950	-	842,202
Miscellaneous	56,063	-	-	56,063
Total operating revenues	<u>2,336,159</u>	<u>6,462,293</u>	<u>1,394,043</u>	<u>10,192,495</u>
Operating Expenses				
Gas purchases	680,490	-	-	680,490
Personnel services	718,145	1,356,137	565,478	2,639,760
Supplies expense	85,431	317,012	79,781	482,224
Repairs and maintenance	46,141	201,357	124,104	371,602
Depreciation	200,926	1,035,905	118,324	1,355,155
Administrative expenses	159,722	993,672	62,203	1,215,597
Outside expenses	107,925	130,453	236,589	474,967
Total operating expenses	<u>1,998,780</u>	<u>4,034,536</u>	<u>1,186,479</u>	<u>7,219,795</u>
Operating income	<u>337,379</u>	<u>2,427,757</u>	<u>207,564</u>	<u>2,972,700</u>
Non Operating Revenues (Expenses)				
Interest income	97,841	189,881	3,799	291,521
Interest and fiscal charges	-	(660,304)	-	(660,304)
Trustee fees	-	(1,500)	-	(1,500)
Total non operating revenues (expenses)	<u>97,841</u>	<u>(471,923)</u>	<u>3,799</u>	<u>(370,283)</u>
Income (loss) before capital contributions and interfund operating transfers	435,220	1,955,834	211,363	2,602,417
Capital contributions	-	1,455,480	-	1,455,480
Interfund operating transfers	<u>(337,927)</u>	<u>(1,376)</u>	<u>(13,768)</u>	<u>(353,071)</u>
Change in net position	97,293	3,409,938	197,595	3,704,826
Net position - beginning of year	<u>5,479,425</u>	<u>12,013,243</u>	<u>589,626</u>	<u>18,082,294</u>
Net position - end of year	<u>\$ 5,576,718</u>	<u>\$ 15,423,181</u>	<u>\$ 787,221</u>	<u>\$ 21,787,120</u>

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Statement of Proprietary Fund Cash Flows
September 30, 2024

	Natural Gas System	Sewer System	Nonmajor Proprietary Fund	Total Proprietary Funds
Cash Flows from Operating Activities				
Cash received from customers	\$ 2,375,716	\$ 6,314,345	\$ 1,366,724	\$ 10,056,785
Cash paid to employees	(689,448)	(1,302,429)	(558,988)	(2,550,865)
Cash paid to suppliers for goods and services	(1,156,797)	(187,315)	(508,806)	(1,852,918)
Net cash provided by operating activities	529,471	4,824,601	298,930	5,653,002
Cash Flows from Noncapital Financing Activities				
Transfers (to)/from other funds	(341,098)	15,275	(15,852)	(341,675)
Net cash (used in) provided by noncapital financing activities	(341,098)	15,275	(15,852)	(341,675)
Cash Flows from Capital and Related Financing Activities				
Acquisition and construction of property, plant and equipment	(249,138)	(3,810,412)	(8,546)	(4,068,096)
Proceeds from general obligation warrants	-	2,697,811	-	2,697,811
Principal payments on debt	-	(1,190,000)	-	(1,190,000)
Interest and fiscal charge payments on debt	-	(504,196)	-	(504,196)
Trustee fees	-	(1,500)	-	(1,500)
Net cash used in capital and related financing activities	(249,138)	(2,808,297)	(8,546)	(3,065,981)
Cash Flows from Investing Activities				
Interest on cash and investments	97,841	189,881	3,799	291,521
Net cash provided by investing activities	97,841	189,881	3,799	291,521
Net increase in cash and cash equivalents	37,076	2,221,460	278,331	2,536,867
Cash and cash equivalents - beginning of year	2,140,513	4,235,573	72,915	6,449,001
Cash and cash equivalents - end of year	\$ 2,177,589	\$ 6,457,033	\$ 351,246	\$ 8,985,868

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Statement of Proprietary Fund Cash Flows (continued)
September 30, 2024

	Natural Gas System	Sewer System	Nonmajor Proprietary Fund	Total Proprietary Funds
Operating income	\$ 337,379	\$ 2,427,757	\$ 207,564	\$ 2,972,700
Adjustments to reconcile operating income to net cash provided by operating activities				
Depreciation	200,926	1,035,905	118,324	1,355,155
(Increase) decrease in				
Accounts receivable	39,162	(147,948)	(27,319)	(136,105)
Inventory	(50,707)	(4,649)	-	(55,356)
Deferred outflows	103,909	153,443	68,636	325,988
Increase (decrease) in				
Accounts payable	(21,538)	1,460,160	(4,511)	1,434,111
Customer deposits	395	-	-	395
Compensated absences	(2,100)	12,600	(13,300)	(2,800)
Accrued expenses	(4,843)	(332)	(1,618)	(6,793)
Deferred inflows	2,449	3,763	1,637	7,849
Net pension liability	(75,561)	(116,098)	(50,483)	(242,142)
Net cash provided by operating activities	<u>\$ 529,471</u>	<u>\$ 4,824,601</u>	<u>\$ 298,930</u>	<u>\$ 5,653,002</u>

Noncash Investing, Capital, and Financing Activities

Calera sewer system had prepaid interest totaling \$132,034 deducted as interest expense in the current year.

Calera Sewer System had amortization of warrant premiums of \$63,101, and amortization of deferred charges on refunding of \$39,042.

Calera Sewer System had contributed capital assets of \$1,455,480 during the year ended September 30, 2024.

Reconciliation of Cash and Cash Equivalents to Statement of Net Position

Cash and cash equivalents on the Statement of Cash Flows are composed of the following balances from the Statement of Proprietary Net Position:

	Natural Gas System	Sewer System	Nonmajor Proprietary Fund	Total Proprietary Funds
Cash	\$ 2,177,589	\$ 6,002,650	\$ 351,246	\$ 8,531,485
Restricted cash	-	454,383	-	454,383
Cash and cash equivalents	<u>\$ 2,177,589</u>	<u>\$ 6,457,033</u>	<u>\$ 351,246</u>	<u>\$ 8,985,868</u>

The notes to the financial statements are an integral part of this statement.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

1. Summary of Significant Accounting Policies

Financial Reporting Entity

The City of Calera (the “City”), an Alabama Municipal Corporation, was incorporated in 1893. The governing body is an elected Mayor and a six-member elected City Council.

The financial statements of the City are prepared in accordance with U.S. generally accepted accounting principles (GAAP) as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The City’s reporting entity applies all relevant GASB pronouncements.

As required by accounting principles generally accepted in the United States of America, these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government’s operations and so, data from these units is combined with the data of the primary government. Each discretely presented component unit, on the other hand, is reported in a separate column in the combined financial statements to emphasize that it is legally separate from the government.

Discretely Presented Component Unit

The Water Works Board of the City of Calera, Alabama (the Board) – The Board was created by the City to provide water services to the City and surrounding communities. The Board is governed by a five-member group appointed by the Calera City Council. The Board is a discretely presented component unit and is reported in a separate column in the government wide financial statements to emphasize that it is separate from the primary government. Complete financials are available by contacting the Board.

Government-Wide and Fund Financial Statements

The basic financial statements are presented at both the government-wide (based on the City as a whole) and fund financial level. Both levels of statements categorize primary activities as either governmental or business type. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely, to a significant extent, on fees and charges for support..

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

1. Summary of Significant Accounting Policies (continued)

Government-Wide and Fund Financial Statements Continued

Government-Wide Financial Statements display information about the City as a whole. The effect of interfund activity, within the governmental and business-type activities columns, has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on user fees and charges for services. These aggregate statements consist of the statement of net position and the statement of activities.

The *Statement of Net Position* measurement focus is full accrual basis of accounting and economic resource measurement, and the statement presents information on all of the City's assets, deferred outflows, and liabilities (including long-term assets and receivables as well as long-term debt and obligations), with the difference being reported as net position.

The *Statement of Activities* demonstrates the degree to which direct expenses of a given function, or segment, are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items (property, sales and use taxes, certain intergovernmental revenues, etc.) not attributable to a specific program are reported as general revenues. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed. The City does not employ an indirect cost allocation system.

Fund Financial Statements display information at the individual fund level. Each fund is considered to be a separate accounting entity. Funds are classified and summarized as governmental, proprietary, or fiduciary. Currently, the City has governmental and proprietary funds in the basic financial statements. Major individual governmental funds are reported in separate columns in the basic financial statements. Nonmajor funds (by category or fund type) are consolidated into a single column of the basic financial statements.

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe which transactions are recorded within the various financial statements. Basis of accounting refers to when transactions are recorded. The government-wide financial statements and proprietary fund financial statements are presented on a full accrual basis of accounting with an economic resource measurement focus. An economic resource focus concentrates on an entity or fund's net position.

All transactions and events that affect the total economic resources (net position) during the period are reported. Economic resources measurement focus is connected with the full accrual basis of accounting. Under the full accrual basis of accounting, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of the timing of related cash inflows and outflows.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

1. Summary of Significant Accounting Policies (continued)

Measurement Focus and Basis of Accounting - Continued

Governmental fund financial statements are presented on a modified accrual basis of accounting with a current financial resource measurement focus. The measurement focus concentrates on the fund's resources available for spending currently or in the near future. Only transactions and events affecting the fund's current financial resources during the period are reported. Current resources measurement is connected with the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become measurable and available). Measurable means the amount of the transaction can be determined and revenues are considered available when they are collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Revenues considered susceptible to accrual are property taxes, state, county and local shared revenues, franchise taxes and intergovernmental revenues. Expenditures are recognized when the related liability is incurred, with the exception of principal and interest on general obligation long-term debt, compensated absences, and claims and judgments, which are recognized as expenditures to the extent that they have matured.

Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements, a reconciliation is presented on the page following each statement, which briefly explains the adjustment necessary to transform the fund-based financial statements into the governmental activities column of the government-wide presentation.

Basis of Presentation - Fund-Level Financial Statements

Accounting principles generally accepted in the United States of America set forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category) for the determination of major funds. The nonmajor funds are combined in a column in the fund financial statements.

Governmental funds are those through which general government functions of the City are financed. The acquisition, use and balances of the City's expendable financial resources and the related liabilities (except those accounted for in proprietary funds) are accounted for through governmental funds.

The City reports the following major governmental funds:

General Fund - To account for all revenues and expenditures applicable to the general operations of government that are not properly accounted for in another fund. All general operating revenues, which are not restricted or designated as to use by outside sources, are recorded in the General Fund.

Capital Projects Fund - To account for and report financial resources that are restricted, committed or assigned to expenditure for capital outlays, specifically the acquisition or construction of capital facilities and other capital assets usually funded by general obligation warrant proceeds (other than those financed by proprietary funds). Transactions funded by general fund revenues are not accounted for in the Capital Projects Fund.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

1. Summary of Significant Accounting Policies (continued)

Basis of Presentation - Fund-Level Financial Statements - Continued

Debt Service Fund - To account for the accumulation of resources for and the payment of interest and principal on general long-term debt.

American Rescue Fund – To account for and report financial resources that are restricted for grant purposes outlined in the grant agreement.

Additionally, the City reports the following non-major governmental funds:

Special Revenue Funds - To account for the proceeds of specific revenue resources that are legally restricted or designated for expenditures with specified purposes.

Proprietary funds are accounted for using the economic resources measurement focus and the accrual basis of accounting. The accounting objectives are determinations of operating income and changes in net position, financial position, and cash flows. All assets and liabilities are included on the Statement of Net Position.

The City reports the following major proprietary funds:

Natural Gas System - The Natural Gas System is used to account for the provision of gas services to the residents and businesses of the City. Activities of the fund include administration, operations, and maintenance of the gas system, and billing and collection activities.

Sewer System - The Sewer System is used to account for the provision of sewer services to the residents and businesses of the City. Activities of the fund include administration, operations and maintenance of the sewer system, and billing and collection activities. The fund also accounts for the accumulation of resources for, and the payment of, long-term debt principal and interest for sewer debt.

Additionally, the City reports the following non-major proprietary fund:

Garbage Fund - The Garbage Fund is used to account for the provision of garbage services primarily to the residents of the City. Activities of the fund include administration and billing and collections of fees related to the garbage services provided.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for the proprietary funds include the cost of personnel and contractual services, supplies, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

1. Summary of Significant Accounting Policies (continued)

Basis of Presentation - Fund-Level Financial Statements - Continued

The proprietary funds apply Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, unless those pronouncements conflict with or contradict Governmental Accounting Standards Board pronouncements, in which case, Governmental Accounting Standards Board prevails.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows, liabilities, and deferred inflows, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual amounts could differ from those estimates.

Cash and Cash Equivalents

The City considers all instruments with an original maturity of three months or less to be cash and cash equivalents. Cash and cash equivalents are maintained at financial institutions and, at times, balances may exceed federally insured limits. These amounts represent actual account balances held by financial institutions at the end of the period, and unlike the balances reported in the financial statements, the account balances do not reflect timing delays inherent in reconciling items such as outstanding checks and deposits in transit. The City has never experienced any losses related to these balances.

The City also participates in the Alabama State Treasury's Security for Alabama Funds Enhancement (SAFE) program. The bank holding the City's deposits is a certified participant in the SAFE program. Through the SAFE program, all public funds are protected through a collateral pool administered by the Alabama State Treasury.

Restricted Assets

Restricted assets include cash and cash equivalents, certificates of deposit and accounts receivable restricted for repayment of debt service on all debt issued for the City and for future capital projects as well as court, parks and recreation, street improvements and public safety. The use of these assets are limited by legal requirements or restrictions imposed externally by creditors or contributors.

Allowance for Uncollectible Accounts

Proprietary fund accounts receivable are uncollateralized customer obligations due from normal customer transactions and are stated at the amount billed to customers for services rendered. Management reviews all accounts receivable balances and based on an assessment of current credit worthiness, estimates the portion, if any, of the balance that may not be collected. Management provides for probable uncollectible amounts through a charge to earnings and a credit to the allowance for doubtful accounts. Balances deemed uncollectible are written off. At September 30, 2024, management has recorded an allowance for doubtful accounts of \$55,141.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

1. Summary of Significant Accounting Policies (continued)

Inventory

Inventory consists of supplies for the Natural Gas System and Sewer System as well as natural gas held in storage for the Natural Gas System. Inventory is recorded at the lower of cost or market, determined by first in, first out method. The cost is recorded as an expenditure at the time individual inventory items are consumed rather than when purchased.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. roads, bridges, sidewalks and similar items), are reported in the government-wide financial statements and in the fund financial statements for proprietary funds. Capital assets are defined by the government as assets with an initial individual cost of more than \$3,000 and an estimated useful life in excess of five years. Capital assets purchased or acquired are carried at historical cost or estimated historical cost. Donated or contributed capital assets are recorded at their estimated fair value on the date received. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' useful lives are charged to operations as incurred. Improvements that materially extend the useful life of an asset are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable.

Depreciation of capital assets is computed using the straight-line method over the following estimated useful lives: system and facilities, 30 to 40 years; building and improvements, 30 to 40 years; machinery and equipment, 5 to 25 years; and infrastructure, 25 to 50 years.

Depreciation is provided in the proprietary funds in amounts sufficient to relate the cost of the depreciable assets to operate over their estimated service lives on the straight-line basis.

Deferred Outflows of Resources

The City's statements of net position report a separate section for deferred outflows of resources. This separate financial statement element reflects a decrease in net position that applies to future periods. Deferred outflows of resources reported in the financial statements are amounts of pension contributions through the end of the City's fiscal year to be recognized by the pension plan on the accrual basis of accounting in the next measurement period, other deferred charges related to the pension and other post-employment benefit liability as well as deferred amounts arising from the refunding of warrants payable. The deferred refunding amounts are being amortized over the shorter of the life of the refunded or refunding warrants as part of interest expense.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

1. Summary of Significant Accounting Policies (continued)

Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental and business-type activities columns of the statement of net position. These liabilities are also recorded in the proprietary fund statement of net position, as applicable. Warrant premiums and discounts are deferred and amortized over the life of the warrants using the warrants outstanding method. Warrants payable are reported net of the applicable warrant premium or discount. Issuance costs are expensed as incurred.

In the fund financial statements, governmental fund types recognize warrant premiums, discounts, and issuance costs during the current period. The face amount of debt issued is reported as other financing sources, while premiums and discounts are reported as other financing sources and uses, respectively. Issuance costs are reported as debt service expenditures.

Compensated Absences

The City's vacation policy states that eligible employees can earn vacation leave which, if unused, is paid upon termination of employment. Vacation leave is earned at graduated rates based on the employee's length of service. An employee may carry forward a limited amount of vacation leave from one calendar year to the next. Any amount of vacation leave earned by an employee in excess of the limit but not used by the end of the calendar year is forfeited.

The City's compensatory time policy allows employees to accrue compensatory time in lieu of monetary overtime compensation for hours worked in excess of a normal week. Compensatory time is granted at a rate of one- and one-half hours of compensatory time for each hour of overtime worked. An employee may accrue a limited amount of compensatory time. All compensatory time earned is immediately 100% vested.

The City's holiday leave policy permits certain City employees to accrue holiday leave for hours worked on holidays observed by the City. An employee who resigns or retires in good standing shall be paid for all holiday leave accrued.

The City accrues liabilities for vacation leave, compensatory time, and holiday leave in the amount that will be owed to employees upon termination of service.

The accrued amounts of vacation leave, compensatory time, and holiday leave are recorded as noncurrent liabilities, net of current portion in proprietary funds. The accrued amounts of vacation leave, holiday leave, and compensatory time earned by employees whose salaries are charged to the General Fund and Other Governmental Funds are recorded as noncurrent liabilities in the government-wide financial statements.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

1. Summary of Significant Accounting Policies (continued)

Pensions

The Employees' Retirement Systems of Alabama (the Plan or ERS) financial statements are prepared using the economic resources measurement focus and accrual basis of accounting. Contributions are recognized as revenues when earned, pursuant to the Plan requirements. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan. Expenses are recognized when the corresponding liability is incurred, regardless of when the payment is made. Investments are reported at fair value. Financial statements are prepared in accordance with requirements of the GASB. Under these requirements, the Plan is considered a component unit of the State of Alabama and is included in the State's Comprehensive Annual Financial Report. The last year for which actuarial information is available is for the fiscal year ended September 30, 2023, and, therefore, this actuarial information is reported in the 2024 financial statements.

Other Postemployment Benefit Obligations

In accordance with GASB Statement No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (OPEB), the City is required to report the City's actuarially determined net OPEB obligation as a long-term liability in the government-wide financial statements.

Deferred Inflows of Resources

The City's statement of net position and its governmental fund balance sheet reports a separate section for deferred inflows of resources. This separate financial statement element reflects an increase in net position or fund balance that applies to a future period. Deferred inflows of resources reported in the financial statements are for differences between projected and actual earnings on pension plan investments, difference between projected and actual earnings on the other post-employment benefit plan and property taxes levied for subsequent years.

Net Position

The City reports information regarding its financial position and activities according to three classes of net position in the government-wide financial statements: net investment in capital assets, restricted net position, and unrestricted net position.

Net Investment in Capital Assets consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any warrants, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Position is reported as restricted when constraints placed on net position use are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

1. Summary of Significant Accounting Policies (continued)

Net Position (continued)

Unrestricted Net Position is the residual component of net position. It consists of net position that does not meet the definition of restricted or net investment in capital assets.

Fund Equity

The City is required, as applicable, to present fund balances in five categories. The fund balance categories are:

Non-spendable - Includes items that are not in a spendable form because they are either legally or contractually required to be maintained intact.

Restricted - Includes items that are restricted by external creditors, grantors or contributors, or restricted by legal constitutional provisions.

Committed - Includes items committed by the City Council, by resolution of the Council. Commitments may be modified or rescinded by similar resolution.

Assigned - Includes items assigned by specific uses, authorized by the City Council.

Unassigned - This is the residual classification used for those balances not assigned to another category in the general fund. Deficit fund balances are also presented as unassigned.

The City is required to designate the responsible party to make assignments of fund balance, and the City designated the City Council as the responsible party based on the size of City government.

The City's spending policy states in what order fund balance categories are spent. The City Council approved the following fund balance order of spending: (1) restricted fund balance, (2) committed fund balance, (3) assigned fund balance, and lastly (4) unassigned fund balance.

The City Council adopted a minimum fund balance policy for the General Fund. This policy requires the General Fund to maintain a minimum unassigned fund balance of no less than 10% of annual operating expenditures.

Interfund Operating Transfers, Receivables, and Payables

During the normal course of operations, the City has numerous transactions between funds to provide services, construct assets, and service debt. These receivables and payables are classified as "Due to/from other funds," as they are all short-term in nature. These amounts have been eliminated on the government-wide financial statements except for those amounts outstanding between the general fund and business type activities.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

1. Summary of Significant Accounting Policies (continued)

Interfund Operating Transfers, Receivables, and Payables (continued)

Routine transfers of resources between City funds that are not intended to be repaid are classified separately from revenues and expenditures. Such interfund operating transfers are identified as "Interfund operating transfers in/(out)" in the accompanying financial statements.

Property Taxes

Property taxes are collected and remitted to the City by the Shelby County government. Taxes are levied annually on October 1 and are due October 1 of the following year. Major tax payments are received October through January and are recognized as revenue in the year received.

Subsequent Events

Management has evaluated subsequent events through the date of the independent auditors' report, which is the date the financial statements were available to be issued. There are no subsequent events requiring disclosure.

2. Deposits and Investments

Deposits

All of the City's demand deposits, time deposits, and certificates of deposit are insured and collateralized in accordance with the Security for Alabama Funds Enhancement (SAFE) Program, which is encompassed in Title 41, Chapter 14A, Code of Alabama 1975, as amended, which is a multiple financial institutions collateral pool. The statute provides for assessments against the members of the pool on a pro rata basis in the event that the collateral pool is insufficient to cover the losses of a member financial institution that fails. As such, all deposits covered by this collateral pool are considered to be fully insured.

Debt service funds, capital project funds and bond proceeds held in escrow totaling \$1,377,728 are invested by banks' trust departments in U.S. Government Securities and are not subject to collateralization requirements.

Investments

The City has an investment policy, the objective of which is to minimize credit rate and interest rate risk. The policy addresses risks as follows:

Credit Risk (Custodial Credit Risk and Concentration of Credit Risk)

The City minimizes Custodial Credit Risk, which is the risk of loss due to the failure of the security issuer or backer, by; limiting investments to the types of securities authorized in Alabama Code section 19-3-120; and qualifying the institutions, brokers/dealers, intermediaries and advisors with which the City does business.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

2. Deposits and Investments (continued)

Credit Risk (Custodial Credit Risk and Concentration of Credit Risk) (continued)

The City minimizes Concentration of Credit Risk, which is the risk of loss attributed to the magnitude of the City's investment in a single issuer, by diversifying the investment portfolio so that the impact of potential losses from one type of security or issuer is minimized.

Investment Rate Risk

The City minimizes Interest Rate Risk, which is the risk that the market value of securities in the portfolio may fall due to changes in market interest rates, by; structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities in the open market; and, investing operating funds primarily in shorter-term securities, liquid asset funds, money market mutual funds, or similar investment pools and limiting the average maturity schedule in accordance with the City's cash requirements.

Foreign Currency Risk

The City is not authorized to invest in investments which have this type of risk.

State statutes authorize the City to invest in obligations of the U.S. Treasury, certain U.S. corporate equities, State of Alabama obligations, county obligations, and other municipal obligations, as well as bank certificates of deposit and bank public funds investment accounts.

3. Receivables and Payables

Receivables consisted of the following at September 30, 2024:

	Governmental Activities	Business-type Activities	Total	Component Unit
Taxes				
Sales	\$ 1,356,914	\$ -	\$ 1,356,914	\$ -
Property	3,584,829	-	3,584,829	-
Motor vehicle/gas	151,903	-	151,903	-
Customers	-	1,396,654	1,396,654	966,343
Other	415,230	-	415,230	-
Gross receivables	5,508,876	1,396,654	6,905,530	966,343
Less: allowance for uncollectible accounts	-	(55,141)	(55,141)	(56,263)
Net receivables	\$ 5,508,876	\$ 1,341,513	\$ 6,850,389	\$ 910,080

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

3. Receivables and Payables (continued)

Payables consisted of the following at September 30, 2024:

	Governmental Activities	Business-type Activities	Total	Component Unit
Trade	\$ 153,569	\$ 96,773	\$ 250,342	\$ 33,344
Capital assets	856,399	1,465,969	2,322,368	770,618
Net payables	<u>\$ 1,009,968</u>	<u>\$ 1,562,742</u>	<u>\$ 2,572,710</u>	<u>\$ 803,962</u>

4. Lease Receivable

The City leases approximately twenty acres of land under a direct financing lease that expires in 2028. The lease agreement contains a bargain purchase option at the end of the lease term. The components of the City's investment in the direct financing lease at September 30, 2024 are as follows:

Minimum lease payments receivable	\$ 854,784
Less: amount representing interest income	<u>(34,784)</u>
Net investment in direct financing lease	<u>\$ 820,000</u>

Unearned income is amortized to lease income by the interest method using a constant periodic rate over the lease term.

The following is a schedule, by year, of total minimum lease payments to be received under the direct financing lease as of September 30, 2024:

2025	\$ 200,000
2026	200,000
2027	200,000
2028	200,000
2029	<u>20,000</u>
	<u>\$ 820,000</u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

5. Interfund Receivables, Payables, and Transfers

Interfund receivables and payables consisted of the following at September 30, 2024:

	<u>Interfund Receivables</u>	<u>Interfund Payables</u>
General Fund	\$ -	\$ 999,095
Capital Projects Fund	916,799	-
Debt Service Fund	78,978	-
Natural Gas System	1,844	-
Sewer System	53	-
Other Propriety	1,421	-
	<u>\$ 999,095</u>	<u>\$ 999,095</u>

Interfund receivables and payables resulted from capital project invoices and operating expenses liquidated from the general fund's cash accounts and subsequently reimbursed from capital project and business-type cash accounts.

Transfers between funds consisted of the following during the year ended September 30, 2024:

	<u>Transfers In</u>			<u>Total</u>
	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Debt Service Fund</u>	
Transfers Out				
General Fund	\$ -	\$ 6,703,083	\$ 2,358,656	\$ 9,061,739
American Rescue Funds	-	1,267,480	-	1,267,480
Other Governmental	95,275	-	-	95,275
Natural Gas System	337,927	-	-	337,927
Sewer Fund	1,376	-	-	1,376
Other Proprietary	13,768	-	-	13,768
	<u>\$ 448,346</u>	<u>\$ 7,970,563</u>	<u>\$ 2,358,656</u>	<u>\$ 10,777,565</u>
Total				

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

6. Capital Assets

Capital asset activity for consisted of the following for the year ended September 30, 2024:

Governmental Activities	October 1, 2023	Additions	Disposals	September 30, 2024
Depreciable assets				
Land improvements	\$ 2,956,642	\$ 1,429,311	\$ -	\$ 4,385,953
Infrastructure	22,570,196	4,797,552	-	27,367,748
Buildings and improvements	25,190,347	4,586,390	(38,200)	29,738,537
Vehicles	6,773,266	363,188	(111,358)	7,025,096
Machinery and equipment	6,995,191	360,336	(178,003)	7,177,524
	<u>64,485,642</u>	<u>11,536,777</u>	<u>(327,561)</u>	<u>75,694,858</u>
Less accumulated depreciation				
Land improvements	673,311	73,915	-	747,226
Infrastructure	9,667,860	725,139	-	10,392,999
Buildings and improvements	7,433,568	797,398	(35,064)	8,195,902
Vehicles	4,859,255	473,334	(99,879)	5,232,710
Machinery and equipment	5,138,082	472,345	(178,003)	5,432,424
	<u>27,772,076</u>	<u>2,542,131</u>	<u>(312,946)</u>	<u>30,001,261</u>
	36,713,566	8,994,646	(14,615)	45,693,597
Non-depreciable assets				
Land	20,040,022	132,350	(132,350)	20,040,022
Construction in progress	4,155,784	5,768,335	(4,279,912)	5,644,207
	<u>24,195,806</u>	<u>5,900,685</u>	<u>(4,412,262)</u>	<u>25,684,229</u>
	<u>\$ 60,909,372</u>	<u>\$ 14,895,331</u>	<u>\$ (4,426,877)</u>	<u>\$ 71,377,826</u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

6. Capital Assets (continued)

Business-type activities	October 1, 2023	Additions	Disposals	September 30, 2024
Depreciable assets				
Systems and facilities	\$ 32,345,177	\$ 1,701,896	\$ (3,906)	\$ 34,043,167
Buildings and improvements	826,434	104,819	-	931,253
Vehicles	2,307,310	74,415	-	2,381,725
Machinery and equipment	2,513,452	394,578	(96,575)	2,811,455
	<u>37,992,373</u>	<u>2,275,708</u>	<u>(100,481)</u>	<u>40,167,600</u>
Less accumulated depreciation				
Systems and facilities	15,180,090	872,551	(3,906)	16,048,735
Buildings and improvements	325,404	64,589	-	389,993
Vehicles	1,623,621	175,325	-	1,798,946
Machinery and equipment	1,515,533	242,690	(96,575)	1,661,648
	<u>18,644,648</u>	<u>1,355,155</u>	<u>(100,481)</u>	<u>19,899,322</u>
	19,347,725	920,553	-	20,268,278
Non-depreciable assets				
Land	441,853	-	-	441,853
Construction in progress	1,991,909	3,369,956	(122,089)	5,239,776
	<u>2,433,762</u>	<u>3,369,956</u>	<u>(122,089)</u>	<u>5,681,629</u>
	<u>\$ 21,781,487</u>	<u>\$ 4,290,509</u>	<u>\$ (122,089)</u>	<u>\$ 25,949,907</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

	Governmental Activities	Business-type Activities
General administration	\$ 287,081	\$ -
Street	726,992	-
Mechanic	5,837	-
Planning and zoning	45,131	-
Engineering	(24,244)	-
Inspections	41,135	-
Building maintenance	7,313	-
Police	371,941	-
Fire and rescue	300,344	-
Library	92,383	-
Parks and recreation	547,884	-
Senior center	36,748	-
Rolling Hills	103,586	-
Natural gas system	-	200,926
Sewer system	-	1,035,905
Other proprietary funds	-	118,324
	<u>\$ 2,542,131</u>	<u>\$ 1,355,155</u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

6. Capital Assets (continued)

Component Unit	October 1, 2023	Additions	Disposals	September 30, 2024
Depreciable assets				
Systems and facilities	\$ 26,487,190	\$ 2,463,789	\$ -	\$ 28,950,979
Buildings and improvements	149,441	10,800	(9,863)	150,378
Vehicles	381,232	24,703	(30,475)	375,460
Machinery and equipment	1,273,741	320,044	-	1,593,785
	28,291,604	2,819,336	(40,338)	31,070,602
Less accumulated depreciation				
Systems and facilities	10,422,526	749,879	-	11,172,405
Buildings and improvements	63,780	10,234	(9,863)	64,151
Vehicles	305,818	27,766	(30,475)	303,109
Machinery and equipment	718,773	146,707	-	865,480
	11,510,897	934,586	(40,338)	12,405,145
	16,780,707	1,884,750	-	18,665,457
Non-depreciable assets				
Land and improvements	11,485	-	-	11,485
Construction in progress	1,024,882	3,895,940	(1,508,753)	3,412,069
	1,036,367	3,895,940	(1,508,753)	3,423,554
	\$ 17,817,074	\$ 5,780,690	\$ (1,508,753)	\$ 22,089,011

Depreciation expense charged to the component unit for the year ended September 30, 2024 was \$934,586.

7. Long-term Debt

Primary government general obligation warrants payable consisted of the following at September 30, 2024:

Primary Government	Governmental Activities	Business-type Activities
Series 2008Q2 772 General Obligation Warrants, dated March 2008, due in semi-annual installments through May 2033, bearing interest rates averaging 3.68%	\$ 770,000	\$ -
Series 2008 Q2 REG General Obligation Warrants, dated March 2008, due in semi-annual installments through May 2033, bearing interest rates averaging 3.68%	1,030,000	-
Series 2009 Q2 772CA General Obligation Warrants, dated August 2009, due in semi-annual installments through May 2038, bearing interest rates averaging 3.51%	5,750,000	-

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

7. Long-term Debt (continued)

	Governmental Activities	Business-type Activities
Series 2012-A General Obligation Warrants, dated October 2012, due in semi-annual installments through December 2024, bearing interest rates of 1.15 to 3.00%	470,000	-
Series 2019-A General Obligation Warrants, dated November 2019, due in semi-annual installments through February 2034, bearing interest rates of 2.00 to 5.00%	5,460,000	-
Series 2019-B Taxable General Obligation Warrants, dated November 2019, due in semi-annual installments through September 2028, bearing interest rates of 2.00 to 3.00%	1,740,000	-
Series 2020 General Obligation Warrants, dated May 2020, due in semi-annual installments through November 2038, bearing interest rates of 2.00 to 4.00%	-	7,485,000
Series 2021-CWSRF-DL General Obligation Warrants, dated September 2021, due in semi-annual installments through August 2043, bearing an interest rate of 2.20%	-	19,230,000
	15,220,000	26,715,000
Plus (less) deferred amounts for:		
Unamortized premiums (2019-A)	284,483	-
Unamortized discounts (2019-B)	(2,584)	-
Unamortized premiums (2020)	-	482,063
	<u>\$ 15,501,899</u>	<u>\$ 27,197,063</u>

Notes payable consisted of the following at September 30, 2024:

Primary Government	Governmental Activities
2.00% note payable - private entity dated August 2016, due in monthly payments of \$11,261, including interest, maturing August 2031	\$ 872,249
2.00% note payable - individual dated October 2014, due in monthly payments of \$4,007, including interest, maturing February 2026	139,887
	<u>\$ 1,012,136</u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

7. Long-term Debt (continued)

Changes in long-term liabilities consisted of the following at September 30, 2024:

Governmental Activities	October 1, 2023	Additions	Retirements	September 30, 2024	Due within one year
Warrants and notes payable:					
General Obligation Warrants	\$ 16,955,000	\$ -	\$ (1,735,000)	\$ 15,220,000	\$ 1,795,000
Unamortized premiums/ (discounts)	337,530	-	(55,631)	281,899	51,276
	17,292,530	-	(1,790,631)	15,501,899	1,846,276
Notes payable	1,173,360	-	(161,224)	1,012,136	164,477
Total warrants and notes payable	18,465,890	-	(1,951,855)	16,514,035	2,010,753
Other liabilities:					
Pension	8,175,173	3,426,477	(5,226,414)	6,375,236	-
Other post employment benefits	4,030,649	2,491,240	(106,465)	6,415,424	-
Compensated absences	992,400	805,900	(992,400)	805,900	402,950
	<u>\$ 31,664,112</u>	<u>\$ 6,723,617</u>	<u>\$ (8,277,134)</u>	<u>\$ 30,110,595</u>	<u>\$ 2,413,703</u>

For governmental activities, general obligation warrants are liquidated by the debt service fund, while limited obligation warrants, pension liabilities, other post-employment benefits payable and compensated absences are liquidated by the general fund.

Future principal and interest requirements of the general obligation warrants and notes payable consist of the following at September 30:

	Governmental Activities		Governmental Activities		Business-type Activities	
	General Obligation Warrants		Notes payable		General Obligation Warrants	
	Principal	Interest	Principal	Interest	Principal	Interest
2025	\$ 1,795,000	\$ 491,152	\$ 164,477	\$ 18,740	\$ 1,210,000	\$ 641,458
2026	1,385,000	436,605	167,797	15,421	1,245,000	609,533
2027	1,445,000	384,629	171,184	12,033	1,280,000	574,643
2028	1,495,000	329,660	126,115	9,022	1,315,000	538,613
2029	1,095,000	272,206	128,661	6,476	1,350,000	501,553
2030-2034	5,955,000	816,621	253,902	5,109	7,340,000	1,934,058
2035-2039	2,050,000	166,550	-	-	8,240,000	1,033,076
2040-2043	-	-	-	-	4,735,000	263,340
	<u>\$ 15,220,000</u>	<u>\$ 2,897,423</u>	<u>\$ 1,012,136</u>	<u>\$ 66,801</u>	<u>\$ 26,715,000</u>	<u>\$ 6,096,274</u>

On November 21, 2019, the City issued Series 2019-A General Obligation Warrants in the amount of \$7,145,000, maturing in 2034, for the purpose of refunding the Series 2014 General Obligation Warrants. The refunded warrants are considered to be defeased and the liability has been removed from the financial statements. The reacquisition price exceeded the net carrying amount of the old debt by \$74,556. This amount is being amortized over the remaining life of the new debt, which is shorter than the life of the old debt. The carrying value at September 30, 2024 was \$35,109.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

7. Long-term Debt (continued)

On November 21, 2019, the City issued Series 2019-B Federally Taxable General Obligation Warrants in the amount of \$3,435,000, maturing in 2038, for the purpose of refunding the Series 2014-B Taxable General Obligation Warrants. The refunded warrants are considered to be defeased and the liability has been removed from the financial statements. The reacquisition price exceeded the net carrying amount of the old debt by \$387,092. This amount is being amortized over the remaining life of the new debt, which is shorter than the life of the old debt. The carrying value at September 30, 2024 was \$91,702.

On May 27, 2021, the City issued Series 2021 General Obligation Warrants in the amount of \$8,735,000, maturing in 2038, for the purpose of refunding the Series 2013-A, 2013-B, and 2013-C General Obligation Warrants. The refunded warrants are considered to be defeased and the liability has been removed from the financial statements. The reacquisition price exceeded the net carrying amount of the old debt by \$480,988. This amount is being amortized over the remaining life of the new debt, which is shorter than the life of the old debt. The carrying value at September 30, 2024 was \$298,259.

Component unit water revenue bonds consisted of the following at September 30, 2024:

Series 2016-A Water Revenue Bonds, dated February 2016, due in semi-annual installments through February 2038, bearing interest rates of 3.00 to 4.00%	\$ 1,785,000
Series 2021 Water Revenue Bonds, dated February 2021, due in semi-annual installments through February 2036, bearing interest rates of 2.00 to 3.00%	8,000,000
Series 2020 DWSRF-DL Revenue Bonds, dated February 2021, due in semi-annual installments through February 2036, bearing an interest rate of 2.00% to 3.00%	5,115,000
	<u>14,900,000</u>
Plus (less) deferred amounts for:	
Unamortized premiums(2016-A)	61,875
Unamortized premiums (2021)	385,914
	<u>\$ 15,347,789</u>

Changes in component unit long-term liabilities consisted of the following at September 30, 2024:

Component Unit	October 1, 2023	Additions	Retirements	September 30, 2024	Due within one year
Revenue bonds payable:					
Water revenue bonds	\$ 15,705,000	\$ -	\$ (805,000)	\$ 14,900,000	\$ 820,000
Unamortized premiums/ (discounts)	511,991	-	(64,202)	447,789	60,679
Total warrants payable	16,216,991	-	(869,202)	15,347,789	880,679
Other liabilities:					
Compensated absences	34,000	81,170	(68,270)	46,900	23,450
	<u>\$ 16,250,991</u>	<u>\$ 81,170</u>	<u>\$ (937,472)</u>	<u>\$ 15,394,689</u>	<u>\$ 904,129</u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

7. Long-term Debt (continued)

Future principal and interest requirements of the water revenue bonds consist of the following at September 30:

	Principal	Interest
2025	\$ 820,000	\$ 357,580
2026	850,000	334,365
2027	855,000	310,665
2028	880,000	286,555
2029	900,000	265,035
2030-2034	4,795,000	1,035,325
2035-2039	4,540,000	458,500
2040-2043	1,260,000	70,070
	<u>\$ 14,900,000</u>	<u>\$ 3,118,095</u>

8. Pension Plan

General Information about the Pension Plan

Plan Description

The ERS, an agent multiple-employer public employee retirement plan, was established as of October 1, 1945, pursuant to the *Code of Alabama 1975, Title 36, Chapter 27* (Act 515 of the Legislature of 1945). The purpose of the ERS is to provide retirement allowances and other specified benefits for state employees, State Police, and on an elective basis, to all cities, counties, towns, and quasi-public organizations. The responsibility for the general administration and operation of the ERS is vested in its Board of Control which consists of 13 trustees. The Plan is administered by the Retirement Systems of Alabama (RSA). The *Code of Alabama 197, Title 36, Chapter 27* grants the authority to establish and amend the benefit terms to the ERS Board of Control. The Plan issues a publicly available financial report that can be obtained at www.rsa-al.gov.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

8. Pension Plan - Continued

The ERS Board of Control consists of 13 trustees as follows:

1. The Governor, ex officio.
2. The State Treasurer, ex officio.
3. The State Personnel Director, ex officio.
4. The State Director of Finance, ex officio.
5. Three vested members of ERS appointed by the Governor for a term of four years, no two of whom are from the same department of state government nor from any department of which an ex officio trustee is the head.
6. Eight members of ERS who are elected by members from the same category of ERS for a term of four years as follows:
 - a. Two retired members with one from the ranks of retired state employees and one from the ranks of retired employees of a city, county, or a public agency each of whom is an active beneficiary of ERS.
 - b. Two vested active state employees.
 - c. One full time employee of a participating municipality or city in ERS pursuant to the *Code of Alabama 1975, Section 36-27-6*.
 - d. One full time employee of a participating county in ERS pursuant to the *Code of Alabama 1975, Section 36-27-6*.
 - e. One full time employee or retiree of a participating employer in ERS pursuant to the *Code of Alabama 1975, Section 36-27-6*.
 - f. One full time employee of a participating employer other than a municipality, city or county in ERS pursuant to the *Code of Alabama 1975, Section 36-27-6*.

Benefits Provided

State law establishes retirement benefits as well as death and disability benefits and any ad hoc increase in postretirement benefits for the ERS. Benefits for ERS members vest after 10 years of creditable service. State employees who retire after age 60 (52 for State Police) with 10 years or more of creditable service or with 25 years of service (regardless of age) are entitled to an annual retirement benefit, payable monthly for life. Local employees who retire after age 60 with 10 years or more of creditable service or with 25 or 30 years of service (regardless of age), depending on the particular entity's election, are entitled to an annual retirement benefit, payable monthly for life. Service and disability retirement benefits are based on a guaranteed minimum or a formula method, with the member receiving payment under the method that yields the highest monthly benefit. Under the formula method, members of the ERS (except State Police) are allowed 2.0125% of their average final compensation (highest 3 of the last 10 years) for each year of service. State Police are allowed 2.875% for each year of State Police service in computing the formula method.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

8. Pension Plan (continued)

Act 377 of the Legislature of 2012 established a new tier of benefits (Tier 2) for members hired on or after January 1, 2013. Tier 2 ERS members are eligible for retirement after age 62 (56 for State Police) with 10 years or more of creditable service and are entitled to an annual retirement benefit, payable monthly for life. Service and disability retirement benefits are based on a guaranteed minimum or a formula method, with the member receiving payment under the method that yields the highest monthly benefit. Under the formula method, Tier 2 members of the ERS (except State Police) are allowed 1.65% of their average final compensation (highest 5 of the last 10 years) for each year of service. State Police are allowed 2.375% for each year of State Police service in computing the formula method.

Members are eligible for disability retirement if they have 10 years of creditable service, are currently in-service, and determined by the RSA Medical Board to be permanently incapacitated from further performance of duty. Preretirement death benefits equal to the annual earnable compensation of the member as reported to the Plan for the preceding year ending September 30 are paid to the beneficiary.

Act 132 of the Legislature of 2019 allowed employers who participate in the ERS pursuant to Code of Alabama 1975, Section 36-27-6 to provide Tier 1 retirement benefits to their Tier 2 members. Tier 2 members of employers adopting Act 2019-132 will contribute 7.5% of earnable compensation for regular employees and 8.5% for firefighters and law enforcement officers. A total of 608 employers adopted Act 2019-132 as of September 30, 2023.

Act 316 of the Legislature of 2019 allows employees at the time of retirement to receive a partial lump sum (PLOP) distribution as a single payment not to exceed the sum of 24 months of the maximum monthly retirement allowance the member could receive. This option may be selected in addition to the election of another retirement allowance option at a reduced amount based upon the amount of partial lump sum distribution selected.

The ERS serves approximately 884 local participating employers. The ERS membership includes approximately 113,079 participants. As of September 30, 2024, membership consisted of:

Retirees and beneficiaries currently receiving benefits	31,481
Terminated employees entitled to but not yet receiving benefits	2,350
Terminated employees not entitled to a benefit	20,556
Active members	58,659
Post-DROP participants who are still in active service	33
	<u>113,079</u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

8. Pension Plan – Continued

The City's membership as of the measurement date of September 30, 2023 consisted of:

Retirees and beneficiaries currently receiving benefits	46
Vested inactive members	16
Non-vested inactive members	40
Active members	192
	294
	294

Contributions

Covered members of the ERS contributed 5% of earnable compensation to the ERS as required by statute until September 30, 2011. From October 1, 2011 to September 30, 2012, covered members of the ERS were required by statute to contribute 7.25% of earnable compensation. Effective October 1, 2012, covered members of the ERS are required by statute to contribute 7.50% of earnable compensation. Certified law enforcement, correctional officers, and firefighters of the ERS contributed 6% of earnable compensation as required by statute until September 30, 2011. From October 1, 2011 to September 30, 2012, certified law enforcement, correctional officers, and firefighters of the ERS were required by statute to contribute 8.25% of earnable compensation. Effective October 1, 2012, certified law enforcement, correctional officers, and firefighters of the ERS are required by statute to contribute 8.50% of earnable compensation. State Police of the ERS contribute 10% of earnable compensation.

Employers participating in the ERS pursuant to Code of Alabama 1975, Section 36-27-6 were not required by statute to increase covered member contribution rates but were provided the opportunity to do so through Act 2011-676. By adopting Act 2011-676 Tier 1 regular members contribution rates increased from 5% to 7.5% of earnable compensation and Tier 1 firefighters and law enforcement officers increased from 6% to 8.5% of earnable compensation.

Tier 2 covered members of the ERS contribute 6% of earnable compensation to the ERS as required by statute. Tier 2 certified law enforcement, correctional officers, and firefighters of the ERS are required by statute to contribute 7% of earnable compensation. Tier 2 State Police members of the ERS contribute 10% of earnable compensation. These contributions rates are the same for Tier 2 covered members of ERS local participating employers.

The ERS establishes rates based upon an actuarially determined rate recommended by an independent actuary. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year with additional amounts to finance any unfunded accrued liability, the preretirement death benefit, and administrative expenses of the Plan. For the year ended September 30, 2024, the City's active employee contribution rate was 6.67% of covered employee payroll, and the City's average contribution rate to fund the normal and accrued liability costs was 7.12% of pensionable payroll.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

8. Pension Plan - Continued

City's contractually required contribution rate for the year ended September 30, 2024, was 7.81% of pensionable pay for Tier 1 employees, and 6.18% of pensionable pay for Tier 2 employees. These required contribution rates are based upon the actuarial valuation as of September 30, 2021, a percent of annual pensionable payroll, and actuarially determined as an amount that, when combined with member contributions, is expected to finance the costs of benefits earned by members during the year, with an additional amount to finance any unfunded accrued liability. Total employer contributions to the pension plan from the City were \$873,039 for the year ended September 30, 2024.

Net Pension Liability

The City's net pension liability was measured as of September 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as September 30, 2022, rolled forward to September 30, 2023, using standard roll-forward techniques as shown in the following table:

	Expected	Actual Before Plan Changes	Actual After Plan Changes
(a) Total Pension Liability as of September 30, 2022	\$ 38,222,890	\$ 37,894,322	\$ 37,894,322
(b) Discount Rate	7.45%	7.45%	7.45%
(c) Entry Age Normal Cost for the period October 1, 2022 - September 30, 2023	1,111,448	1,111,448	1,111,448
(d) Transfers Among Employers	-	530,317	530,317
(e) Actual Benefit Payments and Refunds for the period October 1, 2022 - September 30, 2023	(1,244,480)	(1,244,480)	(1,244,480)
(f) Total Pension Liability as of September 30, 2023 [(a) x (1+(b))] + (c) + (d) + [(e) x (1 + 0.5*(b))]	<u>\$ 40,891,106</u>	<u>\$ 41,068,377</u>	<u>\$ 41,068,377</u>
(g) Difference between Expected and Actual		\$ 177,271	
(h) Less Liability Transferred for Immediate Recognition		<u>530,317</u>	
(i) Difference between Expected and Actual - Experience (Gain)/Loss		<u>\$ (353,046)</u>	
(j) Difference between Actual TPL Before and After Plan Changes - Benefit Change (Gain)/ Loss			<u>\$ -</u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

8. Pension Plan - Continued

Actuarial Assumptions

The total pension liability as of September 30, 2023 was determined based on the annual actuarial funding valuation report prepared as of September 30, 2022. The key actuarial assumptions are summarized below:

Inflation	2.50%
Projected Salary Increases	3.25 - 6.00%
Investment Rate of Return *	7.45%, including inflation

*Net of pension plan investment expense

Mortality rates were based on the Pub 2010 Below Median Tables, projected generationally using the MP 2020 scale, which is adjusted by 66 2/3% beginning with year 2019:

Group	Membership Totals	Set Forward (+)/ Setback (-)	Adjustment to Rates
			Male: 90% ages < 65; 96% ages >= 65; Females: 96% all ages
Non-FLC Service Retirees	General Healthy Below Median	Male: +2, Female +2	
FLC/State police Service Retirees	Public Safety Healthy Below Median	Male: +1, Female None	None
Beneficiaries	Contingent Survivor Below Median	Male: +2, Female +2	None
Non-FLC Disabled Retirees	General Disability	Male: +7, Female +3	None
FLC/State Police Disabled Retirees	Public Safety Disability	Male: +7, Female None	None

The actuarial assumptions used in the actuarial valuation as of September 30, 2021, were based on the results of an actuarial experience study for the period of October 1, 2015 - September 30, 2020.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

8. Pension Plan - Continued

The target asset allocation and best estimates of geometric real rates of return for each major asset class are as follows:

	Target Allocation	Long-Term Expected Rate of Return*
Fixed income	15.00%	2.80%
U.S. large stocks	32.00%	8.00%
U.S. mid stocks	9.00%	10.00%
U.S. small stocks	4.00%	11.00%
International developed market stocks	12.00%	9.50%
International emerging market stocks	3.00%	11.00%
Alternatives	10.00%	9.00%
Real estate	10.00%	6.50%
Cash	5.00%	1.50%
	<u>100.00%</u>	

**Includes assumed rate of inflation of 2.00%.*

Discount Rate

The discount rate used to measure the total pension liability was the long term rate of return, 7.45%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that the employer contributions will be made in accordance with the funding policy adopted by the ERS Board of Control. Based on those assumptions, components of the pension plan's fiduciary net position were projected to be available to make all projected future benefit payments of current pan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

8. Pension Plan - Continued

Changes in the City's net pension liability consisted of the following at September 30, 2023:

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balances at September 30, 2022	\$ 38,222,896	\$ 28,900,932	\$ 9,321,964
Changes for the year:			
Service cost	1,111,447	-	1,111,447
Interest	2,801,248	-	2,801,248
Changes of benefit terms	-	-	-
Differences between expected and actual experience	(353,046)	-	(353,046)
Contributions - employer	-	822,843	(822,843)
Contributions - employee	-	957,625	(957,625)
Net investment income	-	3,821,260	(3,821,260)
Benefits of payments, including refunds of employee contributions	(1,244,480)	(1,244,480)	-
Transfers among employers	530,317	530,317	-
Net changes:	2,845,486	4,887,565	(2,042,079)
Balances at September 30, 2023	<u>\$ 41,068,382</u>	<u>\$ 33,788,497</u>	<u>\$ 7,279,885</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following table presents the City's net pension liability calculated using the discount rate of 7.45%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.45%) or 1-percentage-point higher (8.45%) than the current rate:

	1% Decrease (6.45%)	Current Discount Rate (7.45%)	1% Increase (8.45%)
Plan's Net Pension Liability (Asset)	<u>\$ 12,923,350</u>	<u>\$ 7,279,885</u>	<u>\$ 2,618,206</u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

8. Pension Plan - Continued

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued RSA Comprehensive Annual Report for the fiscal year ended September 30, 2023. The supporting actuarial information is included in the GASB Statement No. 68 Report for the ERS prepared as of September 30, 2023. The auditor's report on the Schedule of Changes in Fiduciary Net Position by Employer and accompanying notes detail by employer and in aggregate additional information needed to comply with GASB 68. The additional financial and actuarial information is available at <http://www.rsa-al.gov/index.php/employers/financial-reports/gasb-68-reports/>.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2024, the City recognized pension expense of \$1,615,658. At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions of the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 570,997	\$ 1,262,227
Changes of assumptions	1,175,573	-
Net difference between projected and actual earnings on pension plan investments	1,252,405	-
Employer contributions subsequent to the measurement date	869,831	-
	<u>\$ 3,868,806</u>	<u>\$ 1,262,227</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources to pensions will be recognized in pension expense as follows:

	Deferred Outflows (Inflows) of Resources
2025	\$ 572,132
2026	343,667
2027	1,122,925
2028	(201,973)
2029	6,151
Thereafter	(106,151)

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

9. Other Post-Employment Benefits

On October 1, 2017, the City implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which replaces the requirements of GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and GASB Statement No. 57, *OPEB Measurement by Agent Employers and Agent Multi-Employer Plans*. Specifically, Statement No. 75 recognizes the long-term obligation for health insurance benefits offered to retirees.

General Information about the OPEB Plan

Plan description – The City of Calera (the City) provides certain continuing health care and life insurance benefits for its retired employees. The City of Calera’s OPEB Plan (the OPEB Plan) is a single-employer defined benefit OPEB plan administered by the City. The authority to establish and/or amend the obligation of the employer, employees and retirees rests with the City. No assets are accumulated in a trust that meets the criteria in Governmental Accounting Standards Board (GASB) Codification Section P52 *Postemployment Benefits Other Than Pensions—Reporting For Benefits Not Provided Through Trusts That Meet Specified Criteria—Defined Benefit*.

Benefits Provided – Medical benefits are provided through a comprehensive self-insured medical benefit plan. Medical benefits are provided to employees upon actual retirement. The earliest retirement eligibility provisions are as follows: age 55 and 25 years of service; or, age 60 and 10 years of service. For employees hired on or after January 1, 2013, the retirement eligibility is age 62 and 10 years of service.

Employees covered by benefit terms – At September 30, 2024, the following employees were covered by the benefit terms:

Active participants	191
Vested former participants	0
Retired participants	22
	<u>213</u>

Total OPEB Liability

The City’s total OPEB liability of \$6,415,424 was measured as of September 30, 2024 and was determined by an actuarial valuation as of that date.

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

9. Other Post-Employment Benefits (continued)

Actuarial Assumptions and other inputs – The total OPEB liability in the September 30, 2024 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75%
Salary increases	3.25 to 6.00%, including inflation
Prior discount rate	4.77%
Discount rate	4.06%
Healthcare cost trend rates	7.00%

The discount rate was based on the Bond Buyers' 20-year general obligation municipal bond index as of September 30, 2024, the end of the applicable measurement period.

Mortality rates were based on the PubG-2010 headcount-weighted mortality table, including rates for disabled retirees and contingent survivors. Incorporated into the tables are rates projected generationally using Scale MP-2021 to reflect mortality improvement.

The actuarial assumptions used in the September 30, 2024 valuation were based on the results of ongoing evaluations of the assumptions from October 1, 2009 to September 30, 2023.

Changes in the Total OPEB Liability

Balance at September 30, 2023	\$ 4,030,649
Changes for the year:	
Service cost	191,867
Interest	202,828
Changes of benefit terms	1,126,715
Differences between expected and actual experience	253,450
Changes in assumptions	716,380
Benefit payments and net transfers	(106,465)
Net changes	<u>2,384,775</u>
Balance at September 30, 2024	<u><u>\$ 6,415,424</u></u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

9. Other Post-Employment Benefits (continued)

Sensitivity of the total OPEB liability to changes in the discount rate – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.87%) or 1-percentage-point higher (5.87%) than the current discount rate:

	1% Increase (5.06%)	Current Discount Rate (4.06%)	1% Decrease (3.06%)
Net OPEB Liability (Asset)	\$ 5,594,963	\$ 6,415,424	\$ 7,416,248

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:.

	1% Increase	Healthcare Cost Trend	1% Decrease
Net OPEB Liability (Asset)	\$ 6,758,487	\$ 6,415,424	\$ 5,958,291

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources to OPEB

For the year ended September 30, 2024, the City recognized OPEB expense of \$1,352,524. At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 965,876	\$ 1,634,505
Changes of assumptions	1,545,285	2,350,335
	<u>\$ 2,511,161</u>	<u>\$ 3,984,840</u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

9. Other Post-Employment Benefits (continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

	Deferred Outflows (Inflows) of Resources
2025	\$ (168,886)
2026	(168,886)
2027	(168,886)
2028	(168,886)
2029	(168,886)
Thereafter	(629,249)

10. Related Party Transactions

Significant transactions between the primary government and the Water Works Board of the City of Calera (the Board), a component unit, are as follows:

The City of Calera provides employees to the Board, and the Board is responsible for reimbursing the City for the actual expenses incurred for those employees. The Board accrues liabilities for vacation leave, compensatory time, and holiday leave in the amount that will be owed to the City when the accrued benefits are paid to the employees by the City, at which time the Board must reimburse the City for the expenses.

The Board leases space at City Hall and the City Shop Building from the City of Calera. Rent charged during the year ended September 30, 2024, was \$17,000.

11. Commitments

The City is the lessee in several operating leases, and with the exception of the non-cancelable operating leases described below, these leases have cancellation provisions and are subject to annual appropriations. For the year ended September 30, 2024, lease expenditures for all types of operating leases were \$91,192.

At September 30, 2024, future minimum lease payments due under operating lease agreements for the next two years ending September 30, consists of the following:

2024	\$ 80,004
2025	80,004
	<u>\$ 160,008</u>

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

12. Contingencies

The City is involved in various claims and lawsuits, both for and against the City, arising in the normal course of business. While the City's management currently believes that the ultimate outcome of these proceedings, individually and in the aggregate, will not have a material adverse effect on the City's financial statements, litigation is subject to inherent uncertainties. Were an unfavorable ruling to occur, there exists the possibility of a material adverse impact on the change in net position for the period in which the ruling occurs.

The City received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursements to the grantor agency for expenditures disallowed or not incurred in a timely manner under the terms of the grant. City management believes such disallowances, if any, would be immaterial.

13. Tax Abatements

The City is authorized by Section 94.01 of the Official Recompilation of the Constitution of the Alabama 1901 and Section 11-47-2 of the Code of Alabama (1975) to enter into tax abatement agreements for the purpose of attracting or retaining businesses. The City has entered into Commercial Economic Development Agreements to recruit new business enterprises and to promote expansion of existing businesses within the City. For the ended September 30, 2024, the City abated sales taxes of approximately \$200,000 under this program in accordance with the following agreements:

- The City agreed to acquire property and enter into a direct financing lease for approximately twenty acres of property so that the tenant may develop a retail shopping center. Additionally, the City agreed to provide a credit against the base rent payable to the City (as the landlord) equal to fixed percentages of the total sales and ad valorem taxes resulting from the property for a period of twenty years, plus any extension term.

The City is subject to tax abatements granted by the Industrial Development Board and the State of Alabama. Information relevant to these abatements for the year ended September 30, 2024 is as follows:

Granting Agency	Tax Abatement Program	Property Tax Abated for the fiscal year ending September 30, 2024
Industrial Development Board of the City of Calera	Qualifying Industrial or Research Enterprise	\$ 104,144

City of Calera, Alabama
Notes to Financial Statements
September 30, 2024

13. Tax Abatements (continued)

Additionally, various companies receiving grants from the Industrial Development Board received an abatement of construction related (sales and use tax) transaction taxes during the period of construction. The amount of construction related transaction taxes abated within the City's sales tax jurisdiction has not been determined.

14. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions, workers' compensation; and natural disaster for which the City carries commercial insurance.

REQUIRED SUPPLEMENTARY INFORMATION

City of Calera, Alabama
Budgetary Comparison Schedule - General Fund
September 30, 2024

	General Fund			
	Budgeted - Original	Budgeted Final	Actual	Variance w/ Final Budgeted Basis
Revenues				
Taxes				
Sales	\$ 17,270,609	\$ 18,585,420	\$ 18,573,891	\$ (11,529)
Property	3,040,606	3,569,192	3,575,202	6,010
Motor vehicle/gas	55,191	56,576	54,291	(2,285)
Other	372,485	355,053	313,841	(41,212)
Licenses and permits	2,829,242	3,365,142	3,365,369	227
Charges for services	995,654	1,263,621	1,239,173	(24,448)
Interest	359,790	554,062	612,788	58,726
Other	475,872	475,897	513,681	37,784
	25,399,449	28,224,963	28,248,236	23,273
Expenditures				
General administration	1,372,731	1,363,700	1,345,609	(18,091)
Street	1,189,652	1,271,784	1,074,383	(197,401)
Mechanic	193,204	225,793	204,921	(20,872)
Planning and zoning	175,274	192,370	169,767	(22,603)
Engineering	559,126	565,452	422,371	(143,081)
Inspections	271,973	285,506	269,462	(16,044)
Building maintenance	480,237	431,797	364,033	(67,764)
Police	5,203,413	5,442,208	4,995,886	(446,322)
Fire and rescue	5,654,750	5,675,690	5,445,593	(230,097)
Library	517,589	512,218	470,145	(42,073)
Parks and recreation	2,218,997	2,276,095	2,253,143	(22,952)
Senior center	158,036	170,507	157,143	(13,364)
Rolling Hills	561,701	660,145	627,306	(32,839)
Donations	28,500	65,500	65,500	-
Debt service				
Principal	161,223	161,223	161,223	-
Interest and fiscal charges	21,995	21,995	21,995	-
Capital outlay	1,229,661	1,555,952	1,393,352	(162,600)
Total expenditures	19,998,062	20,877,935	19,441,832	(1,436,103)
Excess revenue over expenditures	5,401,387	7,347,028	8,806,404	1,459,376
Other financing sources (uses)				
Proceeds from sale of capital assets	-	271,927	271,927	-
Proceeds from capital lease	200,000	200,000	200,000	-
Transfers (to)/from capital projects fund	(3,547,804)	(5,729,083)	(6,703,083)	(974,000)
Transfers (to)/from debt service fund	(2,378,748)	(2,378,749)	(2,358,656)	20,093
Transfers (to)/from other government funds	52,000	95,275	95,275	-
Transfers (to)/from Natural Gas System	337,927	337,927	337,927	-
Transfers (to)/from Sewer fund	-	-	1,376	1,376
Transfers (to)/from other proprietary funds	(64,762)	-	13,768	13,768
	(5,401,387)	(7,202,703)	(8,141,466)	(938,763)
Net change in fund balance	\$ -	\$ 144,325	\$ 664,938	\$ 520,613

See notes to required supplementary information.

City of Calera, Alabama
Schedule of Changes in the Net Pension Liability and Related Ratios
For the Last Ten Years Ended September 30,

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total pension liability										
Service cost	\$ 1,111,447	\$ 1,085,393	\$ 943,708	\$ 841,676	\$ 819,946	\$ 783,019	\$ 780,738	\$ 748,053	\$ 712,903	\$ 645,451
Interest	2,801,248	2,666,784	2,458,997	2,187,683	2,078,753	1,966,117	1,846,364	1,644,263	1,491,278	1,372,619
Changes of benefit terms	-	30,006	-	499,979	-	-	-	-	-	-
Differences between expected and actual experience	(353,046)	(705,686)	(128,963)	1,055,060	(348,091)	(458,367)	(310,991)	436,949	306,244	-
Changes of assumptions	-	-	1,585,995	-	-	179,175	-	1,093,048	-	-
Benefit payments, including refunds of employee contributions	(1,244,480)	(1,165,783)	(1,101,273)	(860,005)	(882,825)	(832,124)	(750,185)	(655,249)	(540,980)	(528,688)
Transfers among employers	530,317	(66,470)	134,515	(80,202)	(264,515)	15,076	20,245	51,171	-	-
Net change in total pension liability	2,845,486	1,844,244	3,892,979	3,644,191	1,403,268	1,652,896	1,586,171	3,318,235	1,969,445	1,489,382
Total pension liability - beginning	38,222,890	36,378,646	32,485,667	28,841,476	27,438,208	25,785,312	24,199,141	20,880,906	18,911,461	17,422,079
Total pension liability - ending (a)	\$ 41,068,376	\$ 38,222,890	\$ 36,378,646	\$ 32,485,667	\$ 28,841,476	\$ 27,438,208	\$ 25,785,312	\$ 24,199,141	\$ 20,880,906	\$ 18,911,461
Plan fiduciary net position										
Contributions - employer	\$ 822,843	\$ 785,912	\$ 697,747	\$ 642,084	\$ 661,816	\$ 593,639	\$ 595,556	\$ 620,380	\$ 596,414	\$ 595,063
Contributions - member	957,625	712,234	711,398	600,384	581,152	520,627	540,287	496,727	471,981	466,495
Net investment income	3,821,260	(4,218,637)	5,929,756	1,423,259	618,575	2,023,940	2,442,416	1,720,629	192,194	1,672,131
Benefit payments, including refunds of employee contributions	(1,244,480)	(1,165,783)	(1,101,273)	(860,005)	(882,825)	(832,124)	(750,185)	(655,249)	(540,980)	(528,688)
Transfers among employers	530,317	(66,470)	134,515	(80,202)	(264,515)	15,076	20,245	51,171	(34,701)	148,812
Net change in plan fiduciary net position	4,887,565	(3,952,744)	6,372,143	1,725,520	714,203	2,321,158	2,848,319	2,233,658	684,908	2,353,813
Plan net position - beginning	28,900,926	32,853,670	26,481,527	24,756,007	24,041,804	21,720,646	18,872,327	16,638,669	15,953,761	13,599,948
Plan net position - ending (b)	\$ 33,788,491	\$ 28,900,926	\$ 32,853,670	\$ 26,481,527	\$ 24,756,007	\$ 24,041,804	\$ 21,720,646	\$ 18,872,327	\$ 16,638,669	\$ 15,953,761
Net pension liability (a) - (b)	\$ 7,279,885	\$ 9,321,964	\$ 3,524,976	\$ 6,004,140	\$ 4,085,469	\$ 3,396,404	\$ 4,064,666	\$ 5,326,814	\$ 4,242,237	\$ 2,957,700
Plan fiduciary net position as a percentage of the total pension liability	82.27%	75.61%	90.31%	81.52%	85.83%	87.62%	84.24%	77.99%	79.68%	84.36%
Covered-employee payroll	\$ 11,488,893	\$ 10,556,578	\$ 10,438,021	\$ 10,125,516	\$ 9,649,361	\$ 9,149,822	\$ 9,048,700	\$ 8,649,068	\$ 8,159,280	\$ 7,322,224
Net pension liability as a percentage of covered-employee payroll	63.36%	88.30%	33.77%	59.30%	42.34%	37.12%	44.92%	61.59%	51.99%	40.39%

See notes to required supplementary information.

City of Calera, Alabama
Schedule of Employer Contributions - Pension
For the Last Ten Years Ended September 30,

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contribution	\$ 827,129	\$ 818,555	\$ 756,643	\$ 697,747	\$ 679,550	\$ 680,278	\$ 612,973	\$ 624,222	\$ 647,448	\$ 625,925
Contributions in relation to the actuarially determined contributions	827,129	818,555	756,643	697,747	679,550	680,278	612,973	624,222	647,448	625,925
Contributions deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered-employee payroll	\$ 12,408,444	\$ 11,488,893	\$ 10,556,578	\$ 10,438,021	\$ 10,125,516	\$ 9,649,361	\$ 9,149,822	\$ 9,048,700	\$ 8,649,068	\$ 8,159,280
Contributions as a percentage of covered-employee payroll	6.67%	7.12%	7.17%	6.68%	6.71%	7.05%	6.70%	6.90%	7.49%	7.67%

See notes to required supplementary information.

City of Calera, Alabama
Schedule of Changes in Net OPEB Liability and Related Ratios
For the Last Seven Years Ended September 30,

Total OPEB Liability	2024	2023	2022	2021	2020	2019	2018
Service cost	\$ 191,867	\$ 186,085	\$ 345,779	\$ 336,270	\$ 184,205	\$ 141,581	\$ 145,223
Interest	202,828	186,725	165,868	156,142	195,607	245,552	227,841
Changes of benefit terms	1,126,715	-	-	-	130,100	-	-
Differences between expected and actual experience	253,450	-	(1,660,509)	-	(535,960)	440,891	730,862
Changes in assumptions	716,380	(28,927)	(1,983,518)	(53,585)	(778,244)	1,366,201	(410,800)
Benefit payments	(106,465)	(91,043)	(181,806)	(165,443)	(180,005)	(194,986)	(194,986)
Net change in total OPEB liability	2,384,775	252,840	(3,314,186)	273,384	(984,297)	1,999,239	498,140
Total OPEB liability - beginning of year	4,030,649	3,777,809	7,091,995	6,818,611	7,802,908	5,803,669	5,305,529
Total OPEB liability - end of year	<u>\$ 6,415,424</u>	<u>\$ 4,030,649</u>	<u>\$ 3,777,809</u>	<u>\$ 7,091,995</u>	<u>\$ 6,818,611</u>	<u>\$ 7,802,908</u>	<u>\$ 5,803,669</u>
Covered-employee payroll	<u>\$ 11,264,213</u>	<u>\$ 10,222,743</u>	<u>\$ 10,222,743</u>	<u>\$ 8,718,700</u>	<u>\$ 8,718,700</u>	<u>\$ 9,649,361</u>	<u>\$ 9,149,822</u>
Net OPEB liability as a percentage of covered payroll	<u>56.95%</u>	<u>39.43%</u>	<u>36.95%</u>	<u>81.34%</u>	<u>78.21%</u>	<u>80.86%</u>	<u>63.43%</u>

Notes to Schedule:

Benefit changes	Cap increased	None	None	None	None	None	None
Changes of assumptions	Trend and mortality assumptions	None	New ERS Assumption	None	None	None	None
Discount rate	4.06%	4.87%	4.77%	2.26%	2.21%	2.66%	4.18%

See notes to required supplementary information.

City of Calera, Alabama
Notes to Required Supplementary Information
September 30, 2024

1. Summary of Significant Budgetary Practices

The City Council adopts a budget for the general fund at the beginning of each fiscal year in accordance with Alabama law. Once approved, the City Council may amend the legally adopted budget when unexpected modifications are required in estimated revenues and expenditures.

Budgets are prepared and adopted in conformity with accounting principles generally accepted in the United States of America. Reported budget amounts are as originally adopted or as amended by the Council by resolution. Actual amounts are reported in accordance with accounting principles generally accepted in the United States of America. Adjustments to reconcile budget information to accounting principles generally accepted in the United States of America information can be found on the Budgetary Comparison Schedule - General Fund.

Revenues are budgeted by source. Expenditures are budgeted by department and class as listed in the Budgetary Comparison Schedule – General Fund. This constitutes the legal level of control. Expenditures may exceed budgetary appropriations only with prior Council approval.

Excess of Expenditures Over Appropriations in Individual Funds

The budget to actual comparison for the General Fund on page 60 reflects all departments are spending within budgeted limits. The City amends its budget each month as necessary.

2. Summary of Significant Pension Plan Practices

Actuarially determined contribution rates are calculated as of September 30, three years prior to the end of the fiscal year in which contributions are reported. Contributions for fiscal year 2024 were based on the September 30, 2020 actuarial valuation.

Methods and assumptions used to determine contribution rates for the period October 1, 2023 to September 30, 2024:

Actuarial cost method	Entry age
Amortization method	Level percent closed
Remaining amortization period	14.8 years
Asset valuation method	Five-year smoothed market
Inflation	2.75%
Salary increases	3.25 - 5.00%, including inflation
Investment rate of return	7.70% of net pension plan investment expense, including inflation

FEDERAL AWARD PROGRAMS



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and
Members of the City Council
The City of Calera, Alabama

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business type activities, each major fund, and the aggregate remaining fund information of The City of Calera, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise The City of Calera's basic financial statements, and have issued our report thereon dated March 18, 2025.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered The City of Calera's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The City of Calera's internal control. Accordingly, we do not express an opinion on the effectiveness of The City of Calera's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether The City of Calera's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material

effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Fruitt Tingle Paramore & Argent, LLC

Birmingham, Alabama

March 18, 2025



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Mayor and
Members of the City Council
The City of Calera, Alabama

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City 's compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of City's major federal programs for the year ended September 30, 2024. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Award Program

We conducted our audit of compliance in accordance with the auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Internal Control over Financial Reporting

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Fruitt Fingle Paramore & Argent, LLC

Birmingham, Alabama

March 18, 2025

City of Calera, Alabama
Schedule of Expenditures of Federal Awards
September 30, 2024

Federal Grantor/Pass-Through Agency/Program Title	Federal CFDA Number	Pass-Through to Subrecipients	Total Federal Expenditures
U.S. Department of the Treasury			
Pass-through the Alabama Department of Treasury			
Coronavirus State and Local Fiscal Recovery Funds	21.027	\$ 193,477	\$ 1,460,957
U.S. Environmental Protection Agency			
Pass-through the State of Alabama			
Capitalization Grants for Drinking Water State Revolving Fund	66.468	-	62,563
Capitalization Grants for Clean Water State Revolving Fund	66.458	-	3,616,685
Total U.S. Environmental Protection Agency		-	3,679,248
U.S. Department of Justice - Direct Awards			
Bulletproof Vest Partnership Program	16.607	-	3,771
State and Community Highway Safety Program	16.738	-	33,148
		-	36,919
Institute of Museum and Library Services			
Pass-through the State of Alabama			
LSTA State Grants	45.310	-	15,000
Total Expenditures of Federal Awards		<u>\$ 193,477</u>	<u>\$ 5,192,124</u>

See notes to schedule of expenditures of federal awards and independent auditors' report.

City of Calera, Alabama
Notes to Schedule of Expenditures of Federal Awards
September 30, 2024

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the City of Calera, Alabama under programs of the federal government for the year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. Indirect Cost Rate

The City of Calera has not elected to use the 10% de minimis indirect cost rate as allowed under Uniform Guidance.

City of Calera, Alabama
Schedule of Findings and Questioned Costs
September 30, 2024

Summary of Auditors' Results

1. The auditors' report expresses an unmodified opinion on whether the financial statements of the City of Calera, Alabama were prepared in accordance with GAAP.
2. There were no material weaknesses in internal control over financial reporting identified during the audit of the financial statements.
3. No instances of noncompliance material to the financial statements of the City of Calera, Alabama which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No material weaknesses in internal control over major federal award programs are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.
5. The auditors' report on compliance for the major federal award programs for the City of Calera, Alabama expresses an unmodified opinion on the major federal program.
6. There are no audit findings that are required to be reported in accordance with 2 CFR Section 200.516(a).
7. The program tested as a major program is the Capitalization Grants for Clean Water State Revolving Funds (CFDA 66.458).
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. The City of Calera, Alabama did not qualify as a low-risk auditee.

Financial Statement Findings

There were no financial statement findings required to be reported in accordance with *Government Auditing Standards*.

Findings and Questioned Costs – Major Federal Award Programs Audit

There are no current findings or questioned costs that are considered material instances of noncompliance in accordance with Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

There were no prior year findings or questioned costs that were considered material instances of noncompliance in accordance with Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

City of Calera, Alabama
Schedule of Findings and Questioned Costs - Continued
September 30, 2024

Corrective Action Plan

There are no findings requiring a corrective action plan.

SUPPLEMENTARY INFORMATION

City of Calera, Alabama
Selected Revenue Data (Unaudited)
For the year ended September 30, 2024

Sales tax revenues	<u>\$ 18,573,891</u>
Ad valorem tax revenues	<u>\$ 3,575,202</u>
Licenses and permit revenues	<u>\$ 3,365,369</u>

The Natural Gas System	
Number of customers	<u>2,684</u>
Gas sold	<u>\$ 2,237,900</u>

Largest Ad Valorem Tax Payers		
LUMPKIN, EDWIN B, JR	<u>\$ 85,766</u>	<u>\$ 8,576,600</u>
ALABAMA POWER COMPANY	<u>\$ 69,671</u>	<u>\$ 6,967,120</u>
ES 3400 HWY 31 LLC	<u>\$ 58,484</u>	<u>\$ 5,849,400</u>
NPRC LANCASTER LLC	<u>\$ 48,987</u>	<u>\$ 4,898,660</u>
CALERA 3280 LLC, O'BRIEN LLC, DIXON, LLC	<u>\$ 45,330</u>	<u>\$ 4,533,040</u>
TEMPUS CALERA, LLC	<u>\$ 34,209</u>	<u>\$ 3,420,880</u>
SYSCO FOOD SERVICES OF CENTRAL AL INC	<u>\$ 33,468</u>	<u>\$ 3,346,800</u>
LHOIST NORTH AMERICA OF ALABAMA LLC	<u>\$ 33,381</u>	<u>\$ 3,338,080</u>
WAL-MART REAL ESTATE BUSINESS TRUST	<u>\$ 33,347</u>	<u>\$ 3,334,680</u>
ALLIED LIME CO BLDG #110	<u>\$ 28,264</u>	<u>\$ 2,826,400</u>

Assessed Value of Taxable Property	<u>\$ 354,926,120</u>
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Property taxes levied	
State of Alabama	<u>6.5</u>
City of Calera	<u>10</u>
Shelby County	<u>16</u>
General	<u>5</u>
Road and Bridge	<u>2.5</u>
County School	<u>14</u>
County School District No. 2	<u>0</u>
Total Mills	<u>54</u>

See independent auditors' report

City of Calera, Alabama
 Selected Debt Ratios (Unaudited)
 For the Year Ended September 30, 2024

Certain Debt Ratios (Statement of Debt to Net Assessed Value, Debt to True Value and Debt Per Capita)

Population	16,494
Net assessed value	\$ 354,926,120
Outstanding general obligation debt	\$ 41,935,000
Ratio of outstanding debt to assessed value	11.82%
Outstanding debt per capita	\$ 2,542

Computation of Constitutional Debt Margin

Net assessed value of taxable property, including motor vehicles, after exemptions	\$ 354,926,120
General debt limit (20% of net assessed value)	\$ 70,985,224
Outstanding general debt obligation debt	\$ 41,935,000
Outstanding general debt obligation debt chargeable against debt limit	\$ 15,220,000
General constitutional debt margin	\$ 55,765,224

See independent auditors' report

City of Calera, Alabama
Schedule of Outstanding Debt (Unaudited)
September 30, 2024

General Obligation Warrants	
Series 2008 Q2 772	<u>\$ 770,000</u>
Series 2008 Q2 REG	<u>\$ 1,030,000</u>
Series 2009 Q2 772CA	<u>\$ 5,750,000</u>
Series 2012-A	<u>\$ 470,000</u>
Series 2019-A	<u>\$ 5,460,000</u>
Series 2019-B	<u>\$ 1,740,000</u>
Series 2020	<u>\$ 7,485,000</u>
Series 2021-CWSRF-DL	<u>\$ 19,230,000</u>
 Total General Obligation Warrants	 <u>\$ 41,935,000</u>
 Notes payable	
Private equity	<u>\$ 872,249</u>
individual	<u>\$ 139,887</u>
 Total Notes Payable	 <u>\$ 1,012,136</u>

See independent auditors' report

City of Calera, Alabama
Schedule of Annual Debt Service (Unaudited)
General Obligation Warrants
September 30, 2024

	Series 2008 Q2 772	Series 2008 Q2 REG	Series 2009 Q2 772CA	Series 2012-A	Series 2019-A	Series 2019-B	Series 2020	Series 2021-CWSRF-DL	Total
Year ending September 30,									
2025	\$ 97,477	\$ 131,785	\$ 494,280	\$ 475,288	\$ 624,197	\$ 463,125	\$ 603,398	\$ 1,248,060	\$ 4,137,610
2026	99,886	133,181	498,750	-	626,321	463,465	604,623	1,249,910	3,676,136
2027	102,019	134,486	502,782	-	627,198	463,145	603,323	1,251,320	3,684,273
2028	99,075	135,515	506,199	-	621,948	461,925	606,323	1,247,290	3,678,275
2029	101,115	131,467	509,175	-	625,448	-	603,623	1,247,930	3,218,758
2030	102,880	137,296	516,541	-	631,123	-	605,222	1,248,130	3,241,192
2031	99,568	132,880	523,203	-	629,189	-	606,022	1,247,890	3,238,752
2032	106,133	138,341	529,163	-	636,203	-	603,648	1,252,210	3,265,698
2033	102,453	143,527	534,421	-	637,226	-	603,273	1,250,980	3,271,880
2034	-	-	538,977	-	632,500	-	607,373	1,249,310	3,028,160
2035	-	-	542,829	-	-	-	603,772	1,247,200	2,393,801
2036	-	-	550,983	-	-	-	607,622	1,249,650	2,408,255
2037	-	-	558,170	-	-	-	606,079	1,251,550	2,415,799
2038	-	-	564,565	-	-	-	604,043	1,247,900	2,416,508
2039	-	-	-	-	-	-	606,449	1,248,810	1,855,259
2040	-	-	-	-	-	-	-	1,249,170	1,249,170
2041	-	-	-	-	-	-	-	1,248,980	1,248,980
2042	-	-	-	-	-	-	-	1,248,240	1,248,240
2043	-	-	-	-	-	-	-	1,251,951	1,251,951
	<u>\$ 910,606</u>	<u>\$ 1,218,478</u>	<u>\$ 7,370,038</u>	<u>\$ 475,288</u>	<u>\$ 6,291,353</u>	<u>\$ 1,851,660</u>	<u>\$ 9,074,793</u>	<u>\$ 23,736,481</u>	<u>\$ 50,928,697</u>

See independent auditors' report

Connie Payton

From: James Fuller
Sent: Wednesday, May 14, 2025 9:57 AM
To: Connie Payton
Cc: Jon Graham
Subject: Council Agenda

Connie,

Please add me to the agenda to discuss "Shop and Discover Local" ideas for summertime activities for citizens along with encouraging citizens to shop local.



James Fuller | Director of IT Services

a: 7901 Hwy 31 | Calera, AL 35040

e: Jfuller@calera.org | **w:** www.cityofcalera.org

p: 205-668-3874

CERTIFICATION OF POSTING

I, Brandy Cost, Zoning Clerk of the City of Calera, do hereby certify that the notice of public hearing was posted at the following locations within the City of Calera.

Calera City Hall
Associated Foods
Calera Library
U. S. Post Office

Brandy Cost, Zoning Clerk

Date Posted 4/30/2025

I, Brandy Cost, Zoning Clerk of the City of Calera, do hereby certify that the notice of public hearing was mailed by certified mail to the following:

Bill & Ann Davis
664 Meadow Lake Farms
Calera, AL 35040

KJ & T LLC
C/O Paule Ponder
PO Box 381327
Birmingham, AL 35242

Bill & Ann Davis
516 Meadow Lake Farms
Calera, AL 35040

David & Christina Comer
309 Hwy 310
Calera, AL 35040
Parcel #28 1 02 0 000 015.006
Parcel #28 1 11 0 000 001.006
Parcel #25 2 10 0 000 001.001
Parcel #28 2 10 0 001 001.001

Jack Sr & Michelle Donovan
280 Meadow Lake Cir
Calera, AL 35040

Verick & Crystal Burchfield
721 Meadow Lake Farms
Calera, AL 35040

Brandy Cost, Zoning Clerk
Date Mailed 4/30/2025

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to a recommendation of the Planning Commission of the City of Calera, which recommendation was made after conducting a public hearing on April 14, 2025, at the Calera City Hall. The recommendation being that the Calera City Council consider changes to the Zoning Ordinance of the City of Calera by adopting the attached amendment.

The City Council of the City of Calera shall conduct a public hearing on

The 19th day of May 2025 at 6:30 p.m. at the Calera City Hall, to

cause adoption of the amendment recommended by the Planning Commission. All persons who desire shall be given an opportunity to be heard in opposition to the changes or in favor of such Ordinance. The following is the Ordinance which shall be under consideration and determined at the above time and place by the Council of the City of Calera.

Done this 30th day of April 2025.

Brandy Cost, Zoning Clerk

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2025-01

WHEREAS, the Planning Commission of the City of Calera, Alabama conducted a public hearing on **April 14, 2025** and has recommended changes in the City of Calera zoning map, and advises that said zoning is in compliance with the City of Calera Comprehensive Plan, and

WHEREAS, the Council of the City of Calera, Alabama has conducted a public hearing after proper legal and actual notice to landowners to consider changes in the zoning map recommended by the Planning Commission.

IT IS THEREFORE ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA, ALABAMA AS FOLLOWS:

That the zoning request of property described in **Exhibit A** be rezoned as follows:

From: MR (Municipal Reserve) Parcel ID 28 1 02 0 000 015.005

To: A1 (Agricultural)

Council Member _____ moved that unanimous consent of the Council be given for immediate action upon Ordinance No. 2025-01. Council Member _____ seconded said motion and upon vote, the results were as follows:

AYES:

NAYS:

Thereupon, the Mayor declared said motion carried and unanimous consent given for the consideration of said Ordinance.

Council Member _____ moved that Ordinance No. 2025-01 be adopted.

Council Member _____ seconded said motion and upon vote, the results were as follows:

AYES:

NAYS:

Mayor Graham declared Ordinance No. 2025-01 adopted.

Adopted this ____ day of _____, 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

**Bill & Ann Davis
664 Meadow Lake Farms
Calera, Alabama 35040**

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on May 19, 2025.

The purpose of the public hearing is to receive public comments on an application submitted by:

Bill & Ann Davis

for a proposed rezoning of land owned by:

Bill & Ann Davis

and located at the following street address or location:

**Parcel ID 22 1 02 0 000 015.005
664 Meadow Lake Drive**

The proposed consists of rezoning from the MR (Municipal Reserve) District to the A-1 District for the purpose of: (Agricultural) DISTRICT.

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **April 30, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

**Bill & Ann Davis
516 Meadow Lake Farms
Calera, Alabama 35040**

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **May 19, 2025**.
The purpose of the public hearing is to receive public comments on an application submitted by:

Bill & Ann Davis

for a proposed rezoning of land owned by:

Bill & Ann Davis

and located at the following street address or location:

**Parcel ID 22 1 02 0 000 015.005
664 Meadow Lake Drive**

The proposed consists of rezoning from the **MR** (Municipal Reserve) District to the **A-1** District for the purpose of: **(Agricultural) DISTRICT.**

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **April 30, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

David & Christina Comer
309 Hwy 310
Calera, Alabama 35040

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on May 19, 2025.
The purpose of the public hearing is to receive public comments on an application submitted by:

Bill & Ann Davis

for a proposed rezoning of land owned by:

Bill & Ann Davis

and located at the following street address or location:

Parcel ID 22 1 02 0 000 015.005
664 Meadow Lake Drive

The proposed consists of rezoning from the MR (Municipal Reserve) District to the A-1 District for the purpose of: (Agricultural) DISTRICT.

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **April 30, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

Jack Sr & Michelle Donovan
280 Meadow Lake Cir
Calera, Alabama 35040

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on May 19, 2025.
The purpose of the public hearing is to receive public comments on an application submitted by:

Bill & Ann Davis

for a proposed rezoning of land owned by:

Bill & Ann Davis

and located at the following street address or location:

Parcel ID 22 1 02 0 000 015.005
664 Meadow Lake Drive

The proposed consists of rezoning from the MR (Municipal Reserve) District to the A-1 District for the purpose of: (Agricultural) DISTRICT.

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **April 30, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

**KJ & T LLC
C/O Paula Ponder
P O Box 381327
Birmingham, Alabama 35242**

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on May 19, 2025.
The purpose of the public hearing is to receive public comments on an application submitted by:

Bill & Ann Davis

for a proposed rezoning of land owned by:

Bill & Ann Davis

and located at the following street address or location:

**Parcel ID 22 1 02 0 000 015.005
664 Meadow Lake Drive**

The proposed consists of rezoning from the MR (Municipal Reserve) District to the A-1 District for the purpose of: (Agricultural) DISTRICT.

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **April 30, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

**Verick & Crystal Burchfield
721 Meadow Lake Farms
Calera, Alabama 35040**

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **May 19, 2025.**

The purpose of the public hearing is to receive public comments on an application submitted by:

Bill & Ann Davis

for a proposed rezoning of land owned by:

Bill & Ann Davis

and located at the following street address or location:

**Parcel ID 22 1 02 0 000 015.005
664 Meadow Lake Drive**

The proposed consists of rezoning from the MR (Municipal Reserve) District to the A-1 District for the purpose of: (Agricultural) DISTRICT.

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **April 30, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE
PLANNING COMMISSION, CITY OF CALERA, AL

NOTICE TO:

Bill & Ann Davis
664 Meadow Lake Farms
Calera, AL 35040

KJ & T LLC
C/O Paula Ponder
PO Box 381327
Birmingham, AL 35242

Bill & Ann Davis
516 Meadow Lake Farms
Calera, AL 35040

David & Christina Comer
309 Hwy 310
Calera, AL 35040
Parcel #28 1 02 0 000 015.006
Parcel #28 1 11 0 000 001.006
Parcel #28 2 10 0 000 001.001
Parcel #28 2 10 0 001 001.001

Jack Sr & Michelle Donovan
280 Meadow Lake Cir
Calera, AL 35040

Verick & Crystal Burchfield
721 Meadow Lake Farms
Calera, AL 35040

You are hereby notified of a public hearing of the Calera Planning Commission to be held at Calera City Hall (7901 Hwy 31) at 6:30 P.M. on April 14, 2025. The purpose of this public hearing is to receive public comments on an application submitted by:

Bill & Ann Davis
664 Meadow Lake Farms
Calera, AL 35040

for a proposed rezoning of Parcel #28 1 02 0 000 015.005, 664 Meadow Lake Farms. See attached Map. The proposal consists of rezoning from MR (Municipal Reserve) To A1- Agricultural.

A written protest of the proposed amendment may be filed with the Secretary of the Planning Commission of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the rezoning request. The protest must be signed by the property owner making such a protest, and only one protest shall be allowed for each separately assessed unit of property. Brandy Cost 205-668-3807

This notice is sent certified mail on March 21, 2021, at least seven (7) days before the fixed hearing date, to all adjacent property owners as obtained by the applicant from the most recent records of the Shelby County Tax Assessor.

CALERA PLANNING COMMISSION

City of Calera Zoning



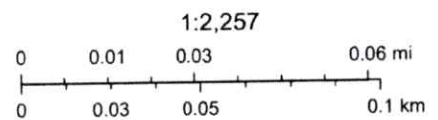
2/13/2025, 1:21:42 PM

° Address Points

Zoning

MR, Municipal Reserve

Parcel Data



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G-Squared LLC, Maxar, Microsoft | Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US

Owner Information

Tax Year: 2024
DAVIS JOHN W & ANN D
1 DOGWOOD DR
CALERA, AL 35040
Parcel Number: 28 1 02 0 000 015.005

Site Information

Municipal Code: 1
School District: 2
Subdivision: MCMILLAN RES
Primary Lot: 2C
Secondary Lot:
Block:
Section: 2
Township: 22S
Range: 02W
Map Book: 37
Map Page: 10
Lot Dimension 1:
Lot Dimension 2:
Acres: 23.2
Sq Ft: 1010592

Description:



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Shelby County Land Information
Date Printed: 03/18/2025



Owner Information

Tax Year: 2024
DAVIS JOHN W & ANN D
C/O LEE DAVID LAWRENCE & SALLY BEAUMONT
516 MEADOW LAKE FARMS
CALERA, AL 35040
Parcel Number: 28 1 02 0 000 015.012

Site Information

Municipal Code: 1
School District: 2
Subdivision: MCMILLAN RES
Primary Lot: 2B
Secondary Lot:
Block:
Section: 2
Township: 22S
Range: 02W
Map Book: 37
Map Page: 10
Lot Dimension 1:
Lot Dimension 2:
Acres: 21.7
Sq Ft: 945252
Description:



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Owner Information

Tax Year: 2024
DONOVAN JACK A SR & MICHELLE L
280 MEADOW LAKE CIR
CALERA, AL 35040
Parcel Number: 28 1 02 0 000 015.004

Site Information

Municipal Code: 1
School District: 2
Subdivision: MEADOWLAKE FARMS
Primary Lot: 6
Secondary Lot:
Block:
Section: 2
Township: 22S
Range: 02W
Map Book: 27
Map Page: 101
Lot Dimension 1:
Lot Dimension 2:
Acres: 20.24
Sq Ft: 881654.4

Description:

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Shelby County Land Information
Date Printed: 03/18/2025



ACCESS ROAD

Calera

MEADOW LAKE FARMS

MEADOW LAKE CIR

Owner Information

Tax Year: 2024
BURCHFIELD VERICK D & CRYSTAL D
721 MEADOW LAKE FARMS
CALERA, AL 35040
Parcel Number: 28 1 02 0 000 015.007

Site Information

Municipal Code: 1
School District: 2
Subdivision: MEADOWLAKE FARMS
Primary Lot: 7
Secondary Lot:
Block:
Section: 2
Township: 22S
Range: 02W
Map Book: 27
Map Page: 101
Lot Dimension 1:
Lot Dimension 2:
Acres: 20
Sq Ft: 871200
Description:



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Shelby County Land Information
Date Printed: 03/18/2025



Owner Information

Tax Year: 2024

COMER DAVID G & CHRISTINA

309 HWY 310

CALERA, AL 35040

Parcel Number: 28 1 02 0 000 015.006

Site Information

Municipal Code: 1

School District: 2

Subdivision: MEADOW LAKE FARMS COMER'S RESUB LOT 3-AA

Primary Lot: 3B

Secondary Lot:

Block:

Section: 2

Township: 22S

Range: 02W

Map Book: 55

Map Page: 52

Lot Dimension 1:

Lot Dimension 2:

Acres: 12.53

Sq Ft: 545806.8

Description:

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Shelby County Land Information
Date Printed: 03/18/2025



Owner Information

Tax Year: 2024

COMER DAVID G & CHRISTINA

309 HWY 310

CALERA, AL 35040

Parcel Number: 28 1 11 0 000 001.006

Site Information

Municipal Code: 1

School District: 2

Subdivision: MEADOW LAKE FARMS COMER'S RESUB LOT 3-AA

Primary Lot: 3B

Secondary Lot:

Block:

Section: 11

Township: 22S

Range: 02W

Map Book: 55

Map Page: 52

Lot Dimension 1:

Lot Dimension 2:

Acres: 7.48

Sq Ft: 325828.8

Description:

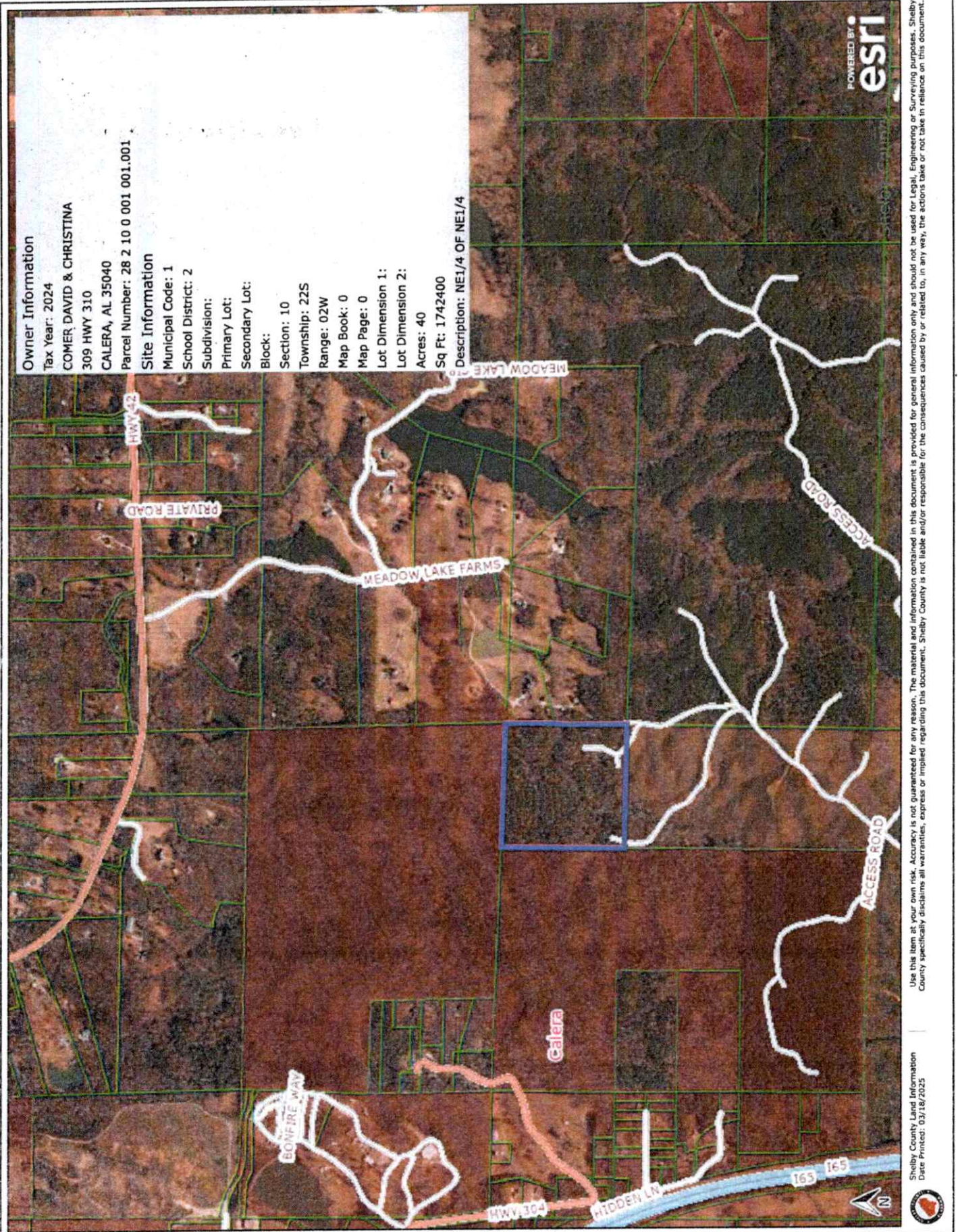


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Shelby County Land Information
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Owner Information

Tax Year: 2024
OWNER: DAVID & CHRISTINA
309 HWY 310
CALERA, AL 35040
Parcel Number: 28 2 10 0 001 001.001

Site Information

Municipal Code: 1
School District: 2
Subdivision:
Primary Lot:
Secondary Lot:
Block:
Section: 10
Township: 22S
Range: 02W
Map Book: 0
Map Page: 0
Lot Dimension 1:
Lot Dimension 2:
Acres: 40
Sq Ft: 1742400
Description: NE1/4 OF NE1/4

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Shelby County Land Information
Date Printed: 03/18/2025



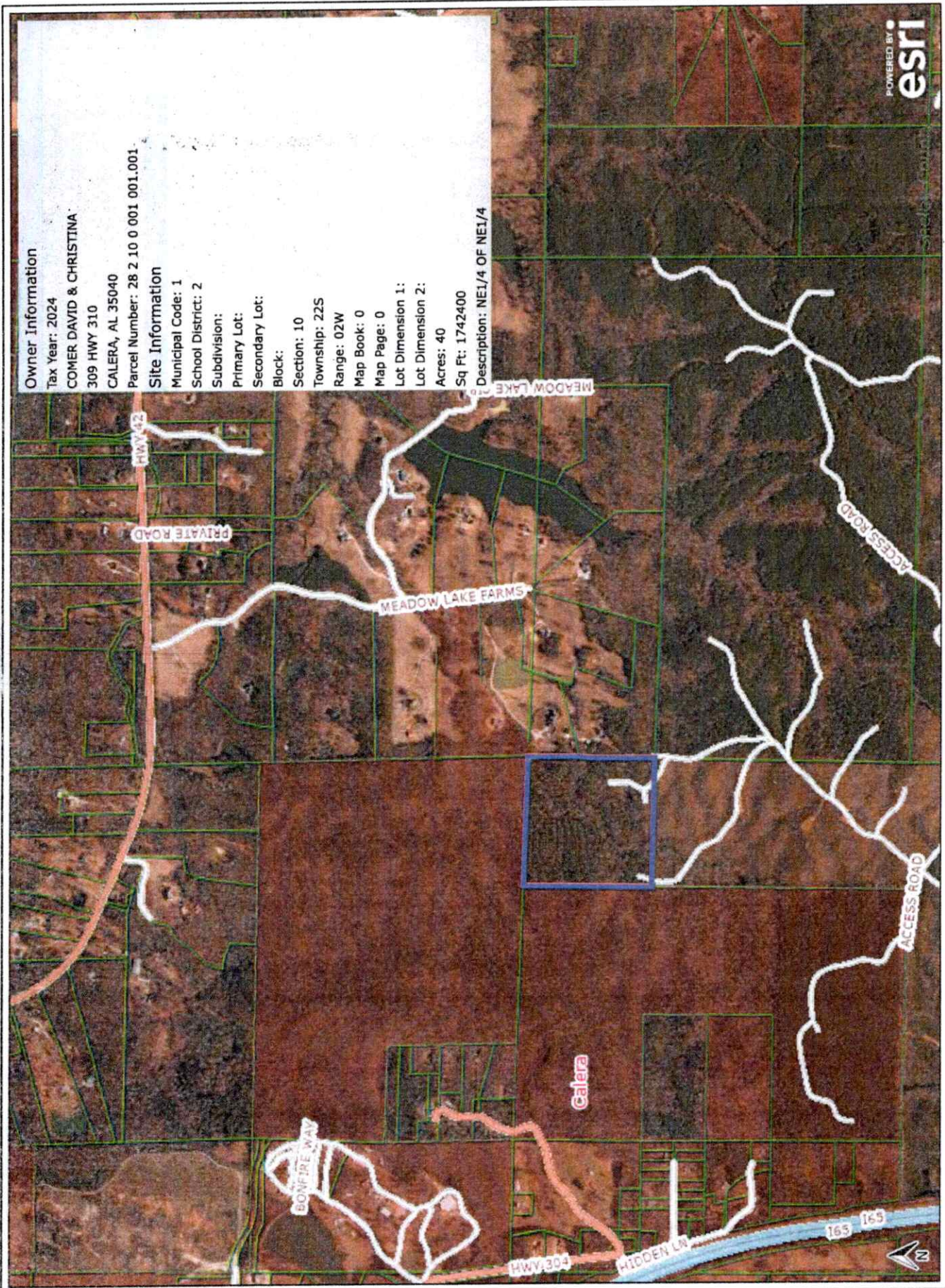
Owner Information

Tax Year: 2024
COMER DAVID & CHRISTINA
309 HWY 310
CALERA, AL 35040
Parcel Number: 28 2 10 0 001 001.001

Site Information

Municipal Code: 1
School District: 2
Subdivision:
Primary Lot:
Secondary Lot:
Block:
Section: 10
Township: 22S
Range: 02W
Map Book: 0
Map Page: 0
Lot Dimension 1:
Lot Dimension 2:
Acres: 40
Sq Ft: 1742400
Description: NE1/4 OF NE1/4

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Shelby County Land Information
Date Printed: 03/18/2025

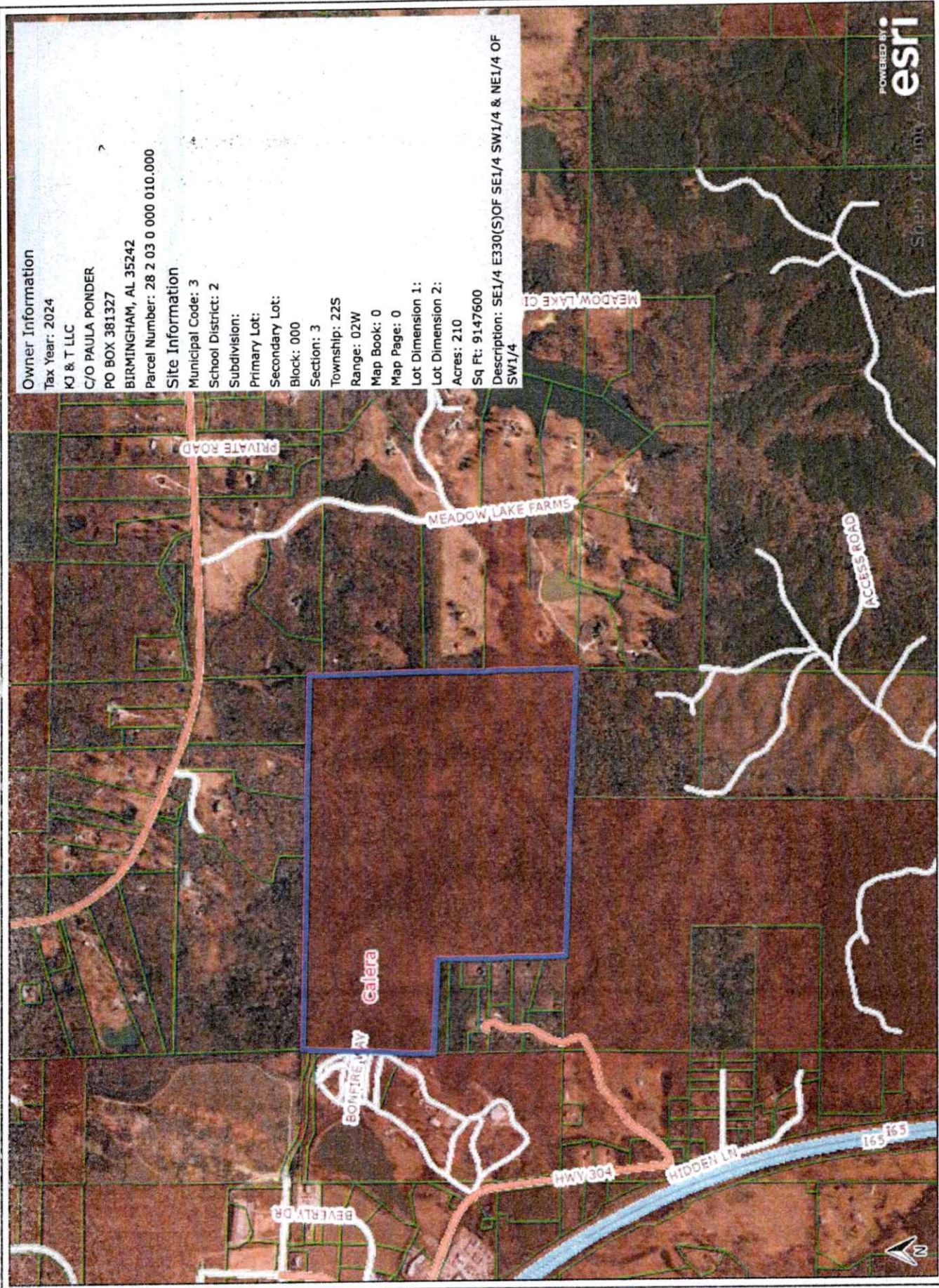


Owner Information

Tax Year: 2024
KJ & T LLC
C/O PAULA PONDER
PO BOX 381327
BIRMINGHAM, AL 35242
Parcel Number: 28 2 03 0 000 010.000

Site Information

Municipal Code: 3
School District: 2
Subdivision:
Primary Lot:
Secondary Lot:
Block: 000
Section: 3
Township: 22S
Range: 02W
Map Book: 0
Map Page: 0
Lot Dimension 1:
Lot Dimension 2:
Acres: 210
Sq Ft: 9147600
Description: SE1/4 E330(S) OF SE1/4 SW1/4 & NE1/4 OF SW1/4



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Shelby County Land Information
Date Printed: 03/18/2025



Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-33

**AUXILIARY AUDIT AGREEMENT BETWEEN AVENU INSIGHTS
& ANALYTICS, LLC AND CITY OF CALERA**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA,
ALABAMA

WHEREAS, the Council hereby agrees to authorize the Mayor to sign the one-year Auxiliary Audit Agreement with Avenu Insights & Analytics, LLC. for audit services. Said contract attached to minutes.

The City of Calera adopted this Resolution at the regular meeting on May 19, 2025 and this Resolution is effective as of May 19, 2025.

Council Member _____ moved that Resolution No. R-2025-33 be adopted.

Council Member _____ seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2025-33 adopted.

Adopted this the 19th of May, 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Auxiliary Audit Agreement

This Agreement is made as of February 1, 2025 ("Effective Date"), by and between Avenu Insights & Analytics, LLC ("AVENU") and City of Calera, a government entity in the State of AL ("CLIENT").

A. Audit Services:

1. Audit Services: AVENU will perform auxiliary audit services for business license fees, sales and use taxes, rental/lease tax, lodging tax and such other taxes as may from time to time be designated by the CLIENT. The Audit Services will include:
 - i. perform research or statistical analysis in relation to an audit, in-house assessment/collection efforts;
 - ii. perform examinations of the records of those taxpayers selected by AVENU or requested by CLIENT on lodging taxes, inclusive of short-term rental taxes as determined by the CLIENT;
 - iii. provide CLIENT staff with a draft engagement announcement letter to be sent to each taxpayer requiring examination;
 - iv. schedule and conduct reviews at the business location or remotely of those taxpayers identified for examination;
 - v. verify accuracy of filed tax returns or fee schedules;
 - vi. review, as needed, taxpayer's bank statements, tax returns, general ledger accounts, and other books and records;
 - vii. for each error/omission identified, prepare, and provide to taxpayer's audit reports and schedules explaining the errors/omissions;
 - viii. meet with the taxpayers to explain the results of the examination;
 - ix. provide taxpayers examination findings billing letter and collect such funds;
 - x. issue preliminary assessment, final assessment, liens, and 3rd party collections, as necessary.
 - xi. provide updates on examinations to CLIENT upon request;
 - xii. perform examinations on refund requests by taxpayers over a predetermined amount.
 - xiii. inform CLIENT of pending refunds, special tax issues;
 - xiv. provide representation before the Alabama Tax Tribunal, if requested and for additional compensation, to be agreed upon in writing;
2. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
3. CLIENT Assistance: CLIENT agrees to provide the following assistance for Audit Services:
 - i. CLIENT agrees to return the signed authorization letter on CLIENT letterhead within thirty (30) days of the effective date of the agreement;
 - ii. CLIENT agrees to provide AVENU with its ordinances, codes, and tax rates within thirty (30) days of the effective date of the agreement, and notice of any changes thereafter in the ordinances, codes, and tax rates levied by the CLIENT;

- iii. CLIENT agrees to timely sign subpoenas, as required;
 - iv. CLIENT agrees to timely sign Final Assessments, as required
4. AVENU Fee: AVENU will receive an amount based on an hourly rate of Ninety Six Dollars and Thirty Cents (\$96.30) for audit services. There shall be no contingent fees. The fees associated with Audit Services are adjusted annually at the beginning of each Term of the Agreement by five percent (5%).
- i. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
 - ii. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
 - iii. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - 1. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - 2. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - a. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - b. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
5. Notification, Reporting to CLIENT:
- i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN SIXTY (60) DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. General Provisions

1. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
2. Information Provided: CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
3. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.
4. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
5. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
6. Payment: AVENU shall submit invoices for all services rendered hereunder. Payment will be made by CLIENT to AVENU within thirty (30) days of receipt of an invoice. Any amounts which remain unpaid after thirty days shall accrue interest at the rate of one and one-half percent per month, or the maximum amount permitted by law.
7. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this Agreement shall commence February 1, 2025, with collection of February 2025 taxes to be remitted on or before March 20, 2025.
9. Term of the Agreement: This Agreement shall be for a term of one (1) years following the Effective Date or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have

thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
12. Limitation of Liability: To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.
13. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or

substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

15. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. Intellectual Property Rights: The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
18. Immigration: By signing this Contract, the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.
19. Compliance With Title 41-16-5, Code Of Alabama, 1975, Boycott Limitations: Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. AVENU represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
20. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be

amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

21. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Calera

By: _____

By: _____

Name:

Name: _____

Title:

Title: _____

Date: _____

Date: _____

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-32

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A WATER DRAINAGE
FACILITY AGREEMENT BETWEEN THE CITY OF CALERA AND CSX TRANSPORTATION,
INC.**

WHEREAS, the City of Calera, Calera Alabama, has determined that it is necessary and in the public interest to enter into a Water Drainage Facility Agreement with CSX Transportation, Inc. to address Water Runoff and Stormwater Drainage; and

WHEREAS, it is necessary for the Mayor to be granted authority to execute said agreement on behalf of the City of Calera; and

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

1. The City Council hereby approves the Water Drainage Facility Agreement between the City of Calera and CSX Transportation, Inc., a copy of which is attached hereto as "Exhibit A" and incorporated by reference.
2. The Mayor is hereby authorized and directed to execute the Agreement, and any related documents, on behalf of the City of Calera, and to take any and all actions necessary to implement the terms and intent of the Agreement.
3. This Resolution shall become effective immediately upon its adoption.
4. A copy will be recorded at Shelby County Probate

Exhibit A

WATER DRAINAGE FACILITY AGREEMENT

THIS AGREEMENT, made and effective as of May 19, 2025 by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF CALERA, a municipality, whose mailing address is 7901 Highway 31, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to install drainage facilities that will connect to the Licensor's channel for the transmission of water runoff and storm drainage only, including ditch(es), swale(s), drain(s), pipeline(s), including necessary subterranean crossing(s), shown on print(s) labeled Exhibit "A", at or near the below described location(s):

1. One (1) thirty-six inch (36") diameter sub-grade drain pipe located adjacent to Licensor's property draining into Licensor's open channel, located at or near Calera, Shelby County, Alabama, Atlanta Division, S & N A South Subdivision, Milepost 000-425.03, Latitude N33:06:07., Longitude W86:45:05.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee, at its sole cost and expense, subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, covenants to dredge, clear, excavate, construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, or the Manual for Railway Engineering published by the American Railway Engineering and Maintenance-of-Way Association ("AREMA") or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto, including, but not limited to, impacts or interference arising from drainage, erosion, and/or Licensor's roadbed stabilization.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 Any excavated, cleared or dredged materials shall be properly disposed of, in accordance with all applicable permits or state/local laws or regulations. Such materials may be cast, wasted or spread upon adjacent portions of the right-of-way only in such manner as permitted and as satisfactory to Railroad's Division Engineer.

3.11 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.12 In the event of large-scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s). Licensee shall further comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements, and the Federal Railroad Administration's Track Safety Standards governing drainage, including but not limited to 49 CFR 213.33.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 If Licensor determines that any portion of Licensee's Facilities should be changed, altered or relocated after initial construction, Licensor shall promptly give written notice thereof to Licensee. Within thirty (30) days of receipt of such notice, Licensee shall protect or move such Facilities, at Licensee's sole cost and expense, and in a manner satisfactory to Licensor. If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

6.2 In the event of any relocation of Licensee's Facilities under this Article, Licensor shall not be required to purchase for Licensee any replacement land or right-of-way or to pay Licensee the cost to secure same if there is not sufficient space in Licensor's rail corridor.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities (including but not limited to erosion or other impacts to the stability of Licensor's Facilities); then and in either event, Licensee, upon

receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from all claims, costs and expenses, including reasonable attorneys' fees, brought by third parties arising from or related to any flooding, drainage or runoff in connection with the Facilities/Encroachment herein permitted. Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities.

9.4 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.5 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).

(ii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.

(iii) Such other insurance as Licensor may reasonably require.

10.2 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.3 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Utility shall not be subject to the limitations of sovereign immunity.

10.4 (A) Licensee shall pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of

notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:

https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 205-796-7650.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its

option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by federal law governing rail transportation and the laws of the state in which the Facilities and Encroachment are located. Notwithstanding any other provision in this Agreement to the contrary, Licensor expressly reserves and does not waive any rights it may have under the Interstate Commerce Commission Termination Act of 1995, 49 U.S.C. § 10101, *et seq.*, the Federal Railroad Safety Act, 49 U.S.C. § 20101, *et seq.*, and/or any other federal law governing rail transportation and related operations.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Name: _____

Witness for Licensee:

CITY OF CALERA

By: _____

Who, by the execution hereof, affirms that he/she has the Authority to do so and to bind the Licensee to the terms And conditions of this Agreement.

Print/Type Name: _____

Print/Type Name: _____

Tax ID No: 63-6001214

Authority under Resolution No. 2025-32

Dated: May 19, 2025

Council Member _____ moved that Resolution No. R-2025-32 be adopted. Council Member _____ seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2025-32 adopted.

Adopted this the 19th of May 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF CALERA, ALABAMA, TO ADOPT TITLE 16, CHAPTER 27 OF THE 2024 CODE OF ALABAMA, RELATING TO DRIVER EDUCATION AND TRAINING

WHEREAS, Title 16, Chapter 27 of the 2024 Code of Alabama sets forth the provisions regarding driver education and training programs to be administered within the public school system;

WHEREAS, the City Council of the City of Calera, Alabama, recognizes the importance of driver education and training in promoting public safety and responsible driving among students;

WHEREAS, the City Council desires to formally adopt Title 16, Chapter 27 of the 2024 Code of Alabama to ensure the implementation and local alignment with the State's driver education mandates;

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

SECTION 1. ADOPTION

The City of Calera, Alabama, hereby adopts by reference the provisions of Title 16, Chapter 27 of the 2024 Code of Alabama, which governs driver education and training in public schools, including any regulations, requirements, or standards therein.

SECTION 2. IMPLEMENTATION

The appropriate municipal departments and officials are hereby authorized and directed to coordinate with local educational authorities to support the implementation of driver education and training in accordance with the provisions of Title 16, Chapter 27.

SECTION 3. CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption and publication as required by law.

Council Member _____ moved that unanimous consent of the Council be given for immediate action upon said Ordinance. Council Member _____ seconded said motion and upon vote the results were:

AYES: Montgomery, Morgan, Graham, Cost, Byers, Turner, Watts

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member _____ moved that Ordinance No. 2025-04 be adopted, which motion was seconded by Council Member _____ and upon vote the results were as follows:

AYES: Montgomery, Morgan, Graham, Cost, Byers, Turner, Watts

NAYS: None

Adopted this 19th day of May 2025.

Mayor Graham declared Ordinance No. 2025-04 adopted.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

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2024 Code of Alabama

Title 16 - Education.

Chapter 27 - Transportation of Pupils.

Section 16-27-3 - Safety Inspections by State School Bus Inspectors; Reporting and Remedying Deficiencies; Records and Reports.

Universal Citation:

AL Code § 16-27-3 (2024) ○

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Section 16-27-3

Safety Inspections by State School Bus Inspectors; Reporting and Remedying Deficiencies; Records and Reports.

(a) Safety inspections provided for in the rules hereinabove mentioned shall be made by authorized, qualified State Department of Education employees and shall be made at least once each year and more often when, in the judgment of the State Superintendent of Education, such inspections should be made. The state Director of Public Safety shall advise and consult with the State Department of Education relative to the type and manner of inspections to be made and the scheduling thereof. When a safety check by a state school bus inspector indicates that a bus does not meet the safety standards set up by the State

Board of Education, the inspector shall immediately report this fact to the local board of education using such bus. The report shall define the deficiency and prescribe the immediate status of the bus regarding its use; and any bus found by the inspector to be unsafe for operation shall not be used to transport pupils until appropriate repairs have been made. Any restrictions placed on a school bus by an official inspector can be lifted only:

(1) When a follow-up inspection reveals that the deficiency has been removed; or

(2) When the local superintendent of education certifies to the State Department of Education that the prescribed repairs or corrections have been made.

(b) Records and reports relative to such inspections and corrections shall be made on forms prescribed by the State Board of Education. Such records and reports shall be maintained on file by the local board of education for a minimum period of one year.

(Acts 1969, No. 281, p. 614, §2; Acts 1971, No. 970, p. 1727.)

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Alabama School Bus Driver Handbook

Federal and State Laws and Regulations · Driver's Role and Responsibilities · School Bus Braking Systems
Fundamentals of Driving a School Bus · Defensive Driving · First Aid · Accidents and Emergency Evacuations
Transporting Students with Special Needs · Alabama Road Signs



Eric G. Mackey, State Superintendent of Education
Alabama State Department of Education · Student Transportation

REVISED JANUARY 2024

The Alabama School Bus Driver Handbook was developed by the Alabama Department of Education, Pupil Transportation staff including:

Chad Carpenter, Program Administrator
Billy Hollon, Education Administrator
Jerry Lassiter, Financial Administrator
Felicia Toles, Administrative Assistant to the Program Administrator
Jay Bruner, Education Specialist
Brent Copes, Education Specialist
Doug Miles, Education Specialist
Stewart Mosley, Education Specialist
Ward Thigpen, Education Specialist
Bobby Beane, Inspection Program Supervisor
Jerry Harper, State School Bus Inspector
Jerome Cook, State School Bus Inspector
Ladd Cox, State School Bus Inspector
Kenneth Allen, State School Bus Inspector
Jerry Davidson, Transportation Consultant
Mike Morris, Transportation Consultant
Bill Oliver, Transportation Consultant
Jeff Duke, Transportation Inspector Consultant
Obie Fuller, Transportation Inspector Consultant

This handbook is distributed to prospective Alabama school bus drivers for training and testing purposes.

The handbook contains information about state and federal laws, regulations, procedures, guidelines, and recommendations necessary for the safe transportation of Alabama students.

Copies of the handbook are available for a nominal fee from the Alabama Department of Education, Pupil Transportation Section, (334) 694-4545.

The handbook is also available at www.alabamaachieves.org, then by choosing Teachers and Administrators (drop down menu), Transportation, School Bus Driver Handbook.

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Reference

- Alabama Road Signs
- Procedures for Loading, Railroad Crossings, and Backing
- Procedures for Conducting Emergency Evacuation
- Alabama School Bus Driver Skills Test
- School Bus Driver Training Certification

----- Foreword -----

Dear Driver:

Thank you for your interest in becoming an Alabama school bus driver. Alabama school bus statistics indicate that roughly 80% of all school-age children will be transported in a school bus at some point during the school year. Because we are responsible for transporting so many young people, we must always strive for perfection.

Alabama school bus drivers are members of an elite group of drivers, boasting one of our nation's best safety records. Nevertheless, we cannot afford to rest on past accomplishments. Remember that as you drive your school bus, you are constantly making life and death decisions.

Though driving a school bus will at times be very demanding, it will also be very rewarding. Best wishes as you continue to pursue your school bus driving career.

Sincerely,
Eric G. Mackey
State Superintendent of Education
Alabama State Department of Education

----- Introduction -----

School bus transportation is an integral part of today's educational system. The school bus driver is expected to present a strong role model for children, as well as represent the school district before the public. If the school bus driver sets an example of good driving practices, his attitude of professional responsibility encourages the development of social responsibility among students. Likewise, good driving practices promote general public confidence in school personnel and programs.

The first and highest priority is the safe delivery of students to and from school. The safety of every student depends on the judgment and skill of the school bus driver. With this in mind, the driver must accept the responsibility for the lives of many young people.

To be a good school bus driver, one must be an informed employee. This handbook has been developed to provide basic facts regarding the operation of school buses for drivers employed by local boards of education in the state of Alabama. Used as an educational tool and reference manual, this handbook presents information which every school bus driver needs to know; however, it is not intended to take the place of any official publication.

Chad Carpenter
Program Administrator
Pupil Transportation
Alabama State Department of Education

Requirements to Drive a Public School Bus in Alabama

Anyone twenty-one years old or older wishing to drive a school bus in the state of Alabama must obtain a Commercial Driver License (CDL) and certification to drive an Alabama school bus through the Alabama State Department of Education (ALSDE).

HOW TO GET A CDL

In order to receive a CDL to drive a school bus, a prospective school bus driver must secure a Commercial Learner Permit (CLP). The CLP can be secured from any CDL office in Alabama. The CLP is given to drivers who do not currently hold a CDL, need to upgrade their CDL, or need to add passenger (P) or school bus (S) endorsements. In order to be issued a CLP, prospective school bus drivers must pass four written CDL tests at the CDL office. These tests include General Knowledge, Air Brakes, Transporting Passengers, and School Buses. CLPs must be obtained 14 days prior to class attendance.

Study materials for these four tests can be found in the Alabama Commercial Driver License Manual. This manual can be secured from any local driver license office or any CDL office. In preparation for the four tests noted above, the prospective driver should study sections 1-5 and section 10 in the CDL manual. There is a fee for taking the written tests. There is no fee for performance testing by ALSDE Examiners. Upon passing these written tests, the prospective driver will be issued a CLP. **The prospective driver must bring their CLP to the ALSDE New School Bus Driver Certification Class, along with their Base Driver's License. Entry Level Driver Training must be completed for the appropriate cdl class, passenger endorsement, & school bus endorsement (theory, btw-range & public road).**

HOW TO OBTAIN CERTIFICATION TO DRIVE AN ALABAMA PUBLIC SCHOOL BUS

In order to receive certification to drive an Alabama public school bus, a prospective school bus driver must meet the following requirements:

1. Establish an AIM account and be put on a class roster.
2. Complete Entry Level Driver Training for each additional Class and Endorsement attaining through Theory and Behind the Wheel-Range and Public Road.
3. Attend a 12-hour ALSDE New School Bus Driver Certification Class taught over a period of three days. Normally, a portion of a fourth day is required for performance testing.
4. Score at least 80% on a written test given at the conclusion of the three-day class.
5. Pass a three-part performance test including:
 - (a) Pretrip inspection of a school bus.
 - (b) Basic Control Skills Tests. These are straight-backing, off-set backing, and alley docking.
 - (c) On-the-Road Driving Skills Test with at least 80% mastery.

All four tests must be passed in consecutive order, beginning with the written test and ending with the on-the-road driving skills test. Once a test is passed, it will not have to be retaken in order to gain initial certification.

All prospective drivers will be allowed only one failure during the process of these four tests. If any of these four tests are failed, the prospective driver will have an opportunity to start again with whichever test they fail. They will have the opportunity to be retrained and attempt the failed test, along with all remaining tests, at a later date. **If the driver fails any of the tests on their second attempt, they will not be allowed to continue, and will not be eligible to become an ALSDE Certified School Bus Driver.**

In order to enroll in an SDE class and be performance tested, all prospective drivers must be assigned to the SDE new driver class by a local school system transportation supervisor. **All CDL performance testing for public school bus drivers is done by ALSDE Examiners.**

HOW TO KEEP YOUR ALABAMA SCHOOL BUS DRIVER CERTIFICATION

All bus driver certificates expire annually on December 31. Drivers who have attended a Recertification class or New Driver Class are certified through the next calendar year. In order to maintain school bus driver certification each calendar year, school bus drivers are required to either:

1. Attend a 4-hour Recertification class.

or

2. At the end of the calendar year, if no more Recertification Classes are offered, attend all three days of a New Driver Class and pass the written test.

It is the driver's responsibility to ensure they attend.

Recertification and New Driver classes are scheduled in school systems throughout the state. Drivers who fail to attend a Recertification class or New Driver Class by December 31, and lose their certification, will be required to attend all three days of a New Driver Class, and pass all tests associated with that class in order to be recertified.

An Alabama school bus driver may have his/her Alabama School Bus Driver Certification suspended and/or revoked when there is a danger to the public safety or welfare of school children or when the certification holder has been guilty of immoral conduct or unbecoming or indecent behavior. This includes, but is not limited to, confirmed improper drug use, criminal convictions, failure to use the driver seat belt, unsafe driving history, inability to pass or maintain a current *Alabama School Bus Driver Physical Examination Report*, being uninsurable, or other just cause as determined by the state superintendent of education.

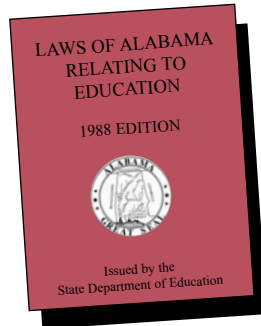
WHO TO CONTACT: Anyone wishing to drive a school bus in Alabama should contact the local system transportation supervisor. A listing of these supervisors can be found at www.alabamaachieves.org under "Offices/Office of Supporting Programs" or by contacting the Alabama State Department of Education, Pupil Transportation Section at 334-694-4545.

Federal and State Laws and Regulations

There are many laws, rules, and regulations, both State and Federal, which apply generally to all motor vehicles, as well as specific ones which apply only to school buses and their operation. Many of these laws and regulations will be covered throughout this manual under the various areas where they specifically apply.

Alabama Laws

Very few laws have been passed by the legislature of Alabama specifically covering school buses and their operation. Instead, the responsibility for the student transportation system has been delegated to the Alabama State Board of Education and the Alabama State Department of Education. A copy of this law is reproduced here. Many of the elements necessary for the safe transportation of students are contained in this law.



Chapter 27, Title 16, Code of Alabama Transportation of Students

16-27-1 Alabama State Board of Education to prescribe rules and regulations

The Alabama State Board of Education shall prescribe rules and regulations:

- (1) Requiring all local boards of education which provide transportation services for students going to and from public elementary and secondary schools of Alabama or in school-related activities, and the presidents of all state and community, junior and technical institutes, and trade schools which provide transportation services for students going to and from said technical institutes and trade schools or community, junior, and technical colleges to employ a competent supervisor or manager of such transportation services, whether such transportation services are provided in publicly owned or privately owned buses.

- (2) Requiring periodic safety inspection of all vehicles used for transporting students, whether such vehicles are publicly or privately owned.
- (3) Requiring and providing for special training and licensing of drivers of all vehicles used to transport students to and from school and in all school-related activities, whether such vehicles are publicly owned and operated under contract with a private owner.

16-27-2 Transportation of community, junior and technical college, etc., students on public buses

- (a) A student attending a state community, junior and technical college, technical institute or trade school shall be entitled to receive transportation on a public school bus; provided, that no community, junior and technical college, technical institute or trade school bus service is available to such student, such student lives along a route usually served by a public school bus and there is space available in such public school bus for safe operation of additional students.
- (b) The county boards of education whose school buses are being used shall adopt such rules and regulations necessary to carry out the provisions and intent of this section.

16-27-3 Safety inspections by state school bus inspectors; reporting and remedying deficiencies; records and reports

- (a) Safety inspections provided for in the rules herein above mentioned shall be made by authorized, qualified state department of education employees and shall be made at least once each year and more often when, in judgment of the State Superintendent of Education, such inspections should be made. The State Director of Public Safety shall advise and consult with the State Department of Education relative to the type and manner of inspections to be made and the scheduling thereof. When a safety check by a state school bus inspector indicates that a bus

does not meet the safety standards set up by the Alabama State Board of Education, the inspector shall immediately report this fact to the local board of education using such bus. The report shall define the deficiency and prescribe the immediate status of the bus regarding its use; and any bus found by the inspector to be unsafe for operation shall not be used to transport students until appropriate repairs have been made. Any restrictions placed on a bus by an official inspector can be lifted only:

- (1) when a follow-up inspection reveals that the deficiency has been removed; or
- (2) when the local superintendent of education certifies to the state department of education that the prescribed repairs or corrections have been made.
- (3) Records and reports relative to such inspections and corrections shall be made on forms prescribed by the Alabama State Board of Education. Such records and reports shall be maintained on file by the local board of education for a minimum period of one year.

16-27-4 Licensing of Drivers

Regulations made pursuant to an order of the board of education requiring and providing for special training and certification of drivers of vehicles used to transport students to and from school shall require an applicant for a school bus driver certificate to be the holder of a currently valid commercial driver license and to complete a minimum of 12 clock hours of approved instruction in school bus driving and to pass satisfactorily a written examination and also a driving performance test. The written examination shall be designed by the State Superintendent of Education with the cooperation of the State Director of Public Safety or a state trooper or any other representative of the State Department of Public Safety as the State Superintendent of Education and the Director of Public Safety agree, but the driving performance test shall be given by a state trooper or other representative of the State Department of Public Safety. The plan for the performance test shall, however, be submitted to and approved by the State Superintendent of Education before the performance test is given. If the applicant for a school bus driver certificate satisfactorily

passes the test, the testing officer shall report this fact to the State Superintendent of Education and shall send a copy of such report to the local superintendent of education of the county or city where the applicant desires a job as a school bus driver.

Upon receipt of the testing officer's report of an applicant having satisfactorily passed the examinations, the State Superintendent of Education shall issue a special school bus driver certificate. Certificates are valid for up to one year from date of issue. All certificates expire annually on December 31 and may be renewed for an additional year if the applicant attends a four clock-hour training session for school bus drivers conducted in such manner as the State Superintendent of Education prescribes. Such rules may also provide for the issuance of temporary permits or certificates for school bus drivers who have had a minimum of four clock hours of instruction conducted by representatives of a local board of education. Holders of such temporary certificates shall be employed only for the purpose of filling vacancies which develop between scheduled training periods, and such temporary certificates shall be valid for a maximum of six months only.

16-27-5 Monthly Safety Inspections

All local boards of education, all presidents of state community, junior and technical colleges, and all directors of state technical institutes and trade schools which provide transportation services for students or students going to and from public elementary and secondary schools, community, junior and technical colleges or technical institutes and trade schools, and in school or college-related activities shall have safety inspections made of all vehicles used for such transportation at least once each month, whether such vehicles are publicly owned and operated or privately owned and operated under contract between the board of education, board of trustees or other governing body of a community, junior and technical college and the owner of vehicle. All safety inspections made hereunder shall be made by qualified mechanics in accordance with standards and rules established by the Alabama State Board of Education.

16-27-6 Seatbelts

No school bus shall be operated on a public street, highway or elsewhere unless it shall be equipped with a seatbelt for the driver.

The driver of a school bus shall wear a properly fastened seat belt at all times. Failure of a bus driver to comply with this requirement shall be prima facie evidence of nonfeasance of duty, and any driver who fails to comply with this requirement shall be subject to dismissal.

Every contract between a board of education and a school bus contract operator shall contain a clause requiring the driver of a school bus to wear a properly fastened seat belt when the bus is being used for the transporting of students on a public street or highway or elsewhere. Failure of any driver to comply with this requirement shall constitute a breach of contract on the part of the contract operator.

16-27-7 Liability Insurance

The Alabama State Board of Education, each governing board of Alabama public senior universities, and each city and county board of education shall provide vehicle liability insurance for bus drivers or any other employee who is required to transport students. Said vehicle liability insurance shall cover personal liabilities of bus drivers or any other employee who is required to transport students. Said liability insurance shall be applicable to moving vehicular accidents only.

School boards and other agencies covered by this section shall be deemed to be in compliance with the requirements of this section by either purchasing a liability insurance policy naming drivers as insured, or if the employing board elects not to purchase a policy, by reimbursing individual employees for amounts necessary to add "drive other car broad form liability" riders to their individual vehicle liability insurance policies, to the limits specified by the employing board or agency.

The provisions of this section shall also apply to the Alabama Department of Youth Services and the Alabama Institute for the Deaf and Blind. (Acts 1984, No. 84-191, p.300)

Other Alabama Laws

Alabama's motor vehicle laws are all primarily covered in Title 32, Code of Alabama. These laws apply to all motor vehicles including school buses. Since it is impossible and not necessary to discuss all these laws, only the laws which specifically apply to school buses or school bus drivers will be mentioned.

Overtaking and Passing of a School Bus

When a motorist encounters a school bus that has stopped to pick-up or drop off children on a highway, roadway, school property or private road, the driver must come to a complete stop. Whether meeting the bus head on or attempting to go around either side, if there is a



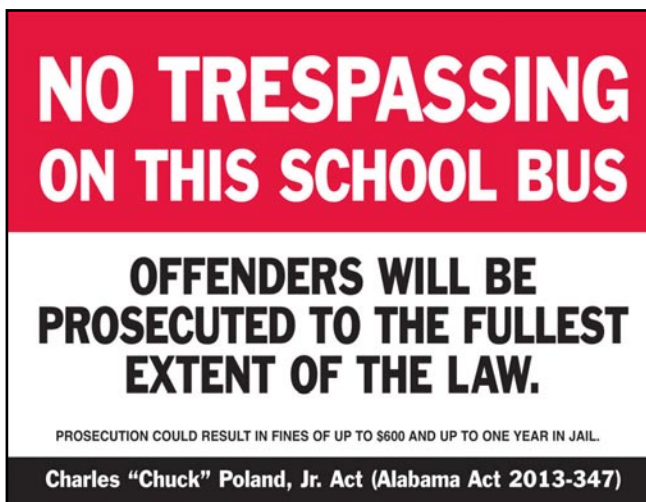
visual signal as specified in Act # 2006-311, the motorist cannot proceed until the school bus resumes motion, the visual signals are no longer actuated, or until the motorist is signaled by the school bus driver to proceed.

On a divided highway with four or more lanes, which permits at least two lanes of traffic to travel in opposite directions, motorists do not have to stop when meeting a school bus that is loading or unloading in the opposing roadway. Nor does a motorist have to stop if the school bus is stopped in a loading zone which is a part of or adjacent to a highway where pedestrians are not permitted to cross the roadway. A divided highway is defined as a highway where the lanes are separated by an object intended to impede traffic from crossing.

If a driver illegally passes a school bus while the bus is stopped and the red flashing lights are activated, the school bus driver may report the offender to local police authorities. The offender may be determined by using the driver license plate number or by the bus driver being able to personally identify the driver. The red flashing lights should only be used during load or unloading.

The Charles (Chuck) Poland, Jr. Alabama Act 2013-347 – Trespass on a School Bus makes it a Class "A" misdemeanor to trespass on a school bus. Such offenses include a punishment of up to a year in jail.

Unauthorized entry on Alabama school buses has increased dramatically in recent years. The Charles "Chuck" Poland, Jr. Act specifically addresses the issue of trespassing on an Alabama school bus and will help school



systems protect students and school bus drivers by vigorously prosecuting persons who do so.

A person commits the crime of trespass on a school bus in the first degree if they are found guilty of any of the following:

- Intentionally demolishing, destroying, defacing, injuring, burning, or damaging any public school bus.
- Entering a public school bus while the door is open to load or unload students without lawful purpose while at a railroad grade crossing or after being forbidden from doing so by the bus driver in charge of the bus or an authorized school official.
- An occupant of a public school bus refusing to leave the bus after the bus driver in charge of the bus or authorized school official demands that they do so.
- Intentionally stopping, impeding, delaying, or detaining any school bus from being operated for public school purposes with the intent to commit a crime.

Alabama Act 2012-291 – No Texting makes it illegal to write, send, or read a text-based communication while driving.

The **Lieutenant Dexter Holcomb Act 2012-372 – School Bus Driver Physicals** requires all Alabama school bus drivers to meet certain physical criteria by successfully passing a physical examination by a licensed physician. The driver may choose to obtain a USDOT Medical Examiner’s Certificate or have an Alabama School Bus Driver Physical Form on file with their local education agency.

Background Checks

The Alabama Child Protection Act of 1999 requires state and national criminal history background checks on all first-time teachers and support personnel in both public and nonpublic schools (99-361). This act includes all newly-hired school bus drivers and certain other employees.

This act was passed by the Alabama Legislature to aid in protecting children from persons who may inflict physical or mental injury, abuse, sexual abuse, exploitation or maltreatment, or other mistreatment upon them.

All Alabama school systems are required to comply with this act. Therefore, all newly employed bus drivers and certain other employees must be fingerprinted and a background check must be conducted.

All school bus drivers are responsible for referring to the Alabama Driver’s Manual issued by ALEA for additional information pertaining to the control and safe operation of motor vehicles in general as well as school buses.

Federal Laws

The National Highway Traffic Safety Administration (NHTSA), Department of Transportation, has issued a highway safety program to all states known as **Guideline 17**, which “is designed to improve state programs for transporting students safely in urban and rural areas by setting requirements for proper and safe equipment; maintenance of equipment; selection, training and supervision of drivers and maintenance personnel; and administrative provisions in the field of pupil transportation.” The State of Alabama has accepted, adopted and is using **Guideline 17** in their pupil transportation program. Many of the areas covered in **Guideline 17** are the responsibility of supervisors at the State and system level. The following are selected portions of **Guideline 17**: Different federal agencies have given a variety of definitions to what they consider a school bus to be legally. Generally, the accepted definition is as follows: **All vehicles which are designed to carry more than 10 passengers, including the driver, and which are sold for purposes that include carrying students to and from school or related events.**

The compliance with and enforcement of most of these rules are not the direct responsibility of the individual driver. However, general knowledge of these requirements by the driver can help improve and maintain a high level of safety and efficiency by reporting any discrepancies to the appropriate supervisor.

Guideline 17 states that anyone who drives a school bus should have as a minimum, a valid driver license and meet specific physical, mental, and moral requirements as established by the State Superintendent of Education. Prospective drivers should discuss past traffic records with the local transportation supervisor.

A school bus must be identified with the words “**School Bus**” in letters not less than 8 inches high located between the signal lamps in the front and back of the bus located as high as practical with no other lettering on the front and back of the bus. The bus should be painted National School Bus Glossy Yellow except for the bumpers, which shall be lusterless black.

Guideline 17 also requires buses to have a system of signal lights as are currently on Alabama school buses. The bus must also have a system of mirrors that will give the seated driver a view of the roadway to each side of the bus, and of the area immediately in front of the front bumper.

When a school bus is being operated on a public highway and is transporting primarily passengers other than school students, it should have the words “School Bus” covered, removed, or otherwise concealed, and the stop sign and student loading/unloading signal lamps should not be used.

Guideline 17 also covers many other areas of concern which can lead to a safer pupil transportation system. One such requirement is that each pupil transported in a school bus should be instructed in safe riding practices, and should participate in emergency evacuation drills at least twice during the school year.

Under the general heading of vehicle operation and maintenance, **Guideline 17** requires the State of Alabama to develop plans for minimizing highway hazards to school bus occupants in many ways including, but not limited to:

- Careful planning and annual review of routes for safety hazards.
- Providing loading and unloading zones off the main traveled part of highways, wherever it is practical to do so.

- Establishing restricted loading and unloading areas for school buses at or near schools.
- Requiring the driver of a vehicle meeting or overtaking a school bus that is stopped on a highway to load or unload students to stop his vehicle before it reaches the school bus and not proceed until the warning signals are deactivated.
- Prohibiting, by legislation or regulation, the operation of any vehicle displaying the words, “School Bus” unless it meets the equipment and identification requirements of this standard.



- Prohibiting the use of red warning lights and stop sign for any purpose, and at any time other than when the school vehicle is stopped to load or unload passengers.
- Bus routing and seating plans shall be coordinated in such a way to eliminate standees when a school vehicle is in motion.
- Eliminating any auxiliary seating accommodations such as temporary or folding jump seats in school vehicles.
- Requiring drivers of school vehicles to wear occupant restraints (seatbelts) whenever the vehicle is in motion.
- Local school officials should establish passenger vehicle loading and unloading points at schools that are separate from school bus loading zones

Regardless of who sets the safety and operating standards or who is legally responsible for them, it is the school bus driver's responsibility to see that the rules and regulations are carried out. The school bus driver has the responsibility and obligation to work within these rules and report any known violation to a supervisor.

Commercial Driver License

On October 26, 1986, Congress passed the Commercial Motor Vehicle Safety Act of 1986.

The law requires states to meet the same minimum standards for commercial driver licensing. The standards require commercial motor vehicle drivers to get a commercial driver license (CDL). You must have a CDL to operate any of the following commercial motor vehicles (CMVs):

- (a) A single vehicle with a gross vehicle weight rating (GVWR) of more than 26,000 pounds.
- (b) A trailer with a GVWR of more than 10,000 pounds if the gross combination weight rating is more than 26,000 pounds.
- (c) A vehicle designed to transport more than 15 people (including the driver).
- (d) Any size vehicle that requires hazardous materials placards.

Commercial Driver License Tests

Knowledge Tests

You will have to take one or more written knowledge tests, depending on what class of license and what endorsements you need. The CDL knowledge tests include:

- **The General Knowledge Test**, taken by all applicants.
- **The Passenger Transport Test**, taken by all bus driver applicants.
- **The Air Brakes Test**, taken if your vehicle has air brakes.
- **The School Bus Test**, taken by drivers needing a school bus endorsement (49 CFR 383.3).

When you pass the required knowledge tests and have purchased a Learner's Permit/License, you can take the CDL skills tests. There are three types of CDL skills tests: the pre-trip inspection test, the basic control skills test, and the road test. These are described below. You must take these tests in the type of vehicle for which you wish to be licensed.

Pre-Trip Inspection

Purpose: To see if you know if the vehicle is safe to drive.

Test Procedure: You will be asked to do a pre-trip inspection of your vehicle or to explain to the instructor what you would inspect and why. The instructor will mark on a scoring form each item that you correctly inspect or explain.

Basic Control Skills Test

Purpose: To evaluate three basic skills in controlling the vehicle.

Set-Up: The test set-up consists of various exercises marked out by lines, traffic cones, or something similar. The exercises include straight-line backing, off-set backing, and alley docking.

The instructor will explain to you how each exercise is to be done. You will be scored on how well you stay within the exercise boundaries and how many pull-ups and looks you make when backing.

Road Test

Purpose: To evaluate your ability to drive safely in a variety of on-the-road situations.

Test Procedure: The test drive is taken over a route specified by the instructor. It may include left and right turns, intersections, railway crossings, curves, up and down grades, rural or semi-rural roads, city multilane streets, expressway driving, loading and unloading students, R/R crossing, and emergency stopping.

Post Trip

- Take key
- Lock Down
- Check for Students

You will drive over the test route following instructions given by the instructor. The instructor will score specific tasks, such as turns, merging into traffic, lane changes, and speed control, at specific places along the route.

The instructor will also score whether you correctly do tasks such as signaling, searching for hazards, controlling speed, and lane positioning.

Alcohol and Other Drug Testing

The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad, and mass transit industries. This Act did not include bus drivers. However, Part 382, Title 49 was added to the Act which does include school bus drivers. Final guidelines were issued on February 15, 1994.

These are five possible tests involved:

1. **Pre-employment;**
2. **Post-accident;**
3. **Reasonable suspicion;**
4. **Random;**
5. **Return to duty/follow-up.**

The Federal Drug and Alcohol Clearinghouse was implemented on January 6, 2020. As a school bus driver, you are required to register in this database and meet all applicable terms and conditions

Other Safety Act Rules

There are other Commercial Motor Vehicle Safety Act rules that affect drivers.

- All states will be connected to one computerized system to share information about CDL drivers. The states will check drivers' accident records and verify that drivers do not get more than one CDL.
- Anyone who holds a CDL automatically agrees to chemical analysis. Consent is implied by driving a commercial motor vehicle on the streets and highways of Alabama. Any driver who willfully refuses a chemical analysis will lose their driving privilege immediately for 90 days and if he/she has an alcohol concentration of 0.04 percent or more, the driver will be disqualified from driving a CMV (commercial motor vehicle) for one (1) year. A driver will lose his/her license for life upon conviction of a second offense. If the driver's alcohol concentration is less than 0.04 percent but has any detectable amount on their breath, he/she will be put out of service for 24 hours.
- The driver must notify his/her employer within 30 days of a conviction for any moving traffic violation. This is true no matter what type of vehicle he/she was driving at the time the citation was issued.
- The driver must notify his/her employer if their license is suspended, revoked, canceled, or disqualified from driving.
- Upon applying for a position requiring a CDL, the driver must give his/her employer information on all commercial driving jobs held for the past 10 years.
- The driver's employer cannot knowingly let a driver drive a commercial motor vehicle if he/she has more than one license or if their CDL has been suspended or revoked.

Test on Laws and Regulations

True or False

- | | |
|--|---|
| _____ 1. Guideline 17 is a State guide issued to the individual school bus drivers covering student discipline. | _____ 7. Alabama school bus drivers are not required to have a criminal background check. |
| _____ 2. A minimum of 12 clock hours of instruction, passing a written test and driving tests are required before a person can become a certified school bus driver. | _____ 8. Alabama school bus drivers must successfully pass a physical before they are eligible to drive a school bus. |
| _____ 3. It is the school bus driver's responsibility to attend a SDE class each calendar year. | _____ 9. State law requires that traffic stop for school buses loading or unloading only on two-lane roadways. |
| _____ 4. The Basic Control Skills Tests include straight-line backing, parallel parking, and alley docking. | _____ 10. The requirements to drive a school bus in Alabama include having a valid commercial driver license, being 21 years old or older, and possessing an Alabama School Bus Driver Certificate. |
| _____ 5. A driver's first DUI conviction, even while driving their personal vehicle, will result in losing their commercial driver license for one year. | _____ 11. School bus drivers are not required to take an alcohol or drug test. |
| _____ 6. A school bus driver could lose his/her job by driving the bus without wearing a seat belt. | _____ 12. School bus drivers must have a CDL in addition to a regular driver license. |

The Driver's Role and Responsibilities



School bus drivers are the most important people in school bus transportation. The safety of their passengers must always be their top priority. Dedicated and committed school bus drivers are essential to safe school transportation. School bus drivers should be of high moral character. They should always conduct themselves in such a manner that their actions on and off duty will not be open to criticism. As a model for their passengers and a representative of the school system, their conduct and appearance should contribute to mutual respect and pleasant relations with their passengers, parents, and fellow motorists.

In addition to skill and knowledge, drivers must have a sound, wholesome attitude about the responsibilities of a school bus driver. A person with a good attitude usually makes a good driver. Poor attitudes usually produce poor drivers.

The driver is the most important person in school bus transportation.

The safety of your passengers is in your hands.

School bus drivers must be mentally alert at all times. They must keep their concentration on what they are doing, and be prepared for any emergency.

A school bus driver must be a defensive driver. A defensive driver is careful not to commit driving errors; who makes allowances for the lack of skill, lack of knowledge, or improper attitude on the part of the other driver; and who does not allow hazards of weather and road conditions or the actions of pedestrians and other drivers to involve him in accidents. He keeps continually on the alert, recognizes an accident-producing situation far enough in advance to apply the necessary preventive action, and yields right-of-way whenever necessary to prevent or avoid an accident.



A defensive school bus driver must exercise self-control, alertness, foresight, judgment, and skill in handling and maintaining control of the bus at all times. A good attitude about defensive driving and safety procedures is the best guarantee of the safest trip possible.

The bus driver's basic responsibility is to transport students to and from school safely.

The school bus driver shall not use or allow the use of a school bus for any purpose other than transporting assigned passengers to and from school for a regularly organized school day unless directed by the supervisor. In transporting assigned passengers, the following rules should be observed:

1. Load or unload a passenger only at regularly designated stops except upon permission of the parent and the principal.
2. Allow only assigned passengers to ride the bus unless permission is granted by the principal or transportation supervisor.
3. Refrain from stopping along the bus route at stores and service stations unless those locations are the regularly designated stops.

4. Drive the bus directly to its regular parking place after the last passenger has been unloaded. Stopping on the way home is not allowed.
5. Don't smoke, chew tobacco, eat or drink anything while driving. The driver is not allowed to use radios, taper recorders, cell phones, or other electronic devices unless it has been approved by local board policy.

These requirements may necessitate extra effort on the part of the driver, but they are essential to a safe and pleasant trip. Schools operate on a regular schedule, and promptness in arriving at school shows dependability and builds good will with students, parents, and principals.

Since the safety of the students is the greatest concern, drivers need to consider every possible variable that may become a safety liability. One of those variables is the type of footwear and/or clothing a bus driver chooses to wear while driving. Footwear that is backless and/or does not cover the entire foot could cause the driver to become distracted and involved in a collision. Types of footwear that may cause distractions are flop-flops, sandals, backless "Berks", etc. Bulky gloves, coats, hats, and large jewelry can also be safety hazards. School bus drivers should check local school system dress codes.

Another variable school bus drivers need to consider is objects brought onto the bus by students. Any object allowed onto the bus should also be kept out of the aisle or seats adjacent to emergency exits. Some objects such as band instruments, student projects, balloons/flowers, etc., may be so large that they distract the driver or block the driver's view. School bus drivers need to check local school system policy as to what will and will not be allowed on the school bus.

Operating on Schedule

The secret of operating on schedule is to leave home at the same time each morning, drive at a safe speed, encourage passengers to be prompt, and stop at all student pick-up points on the way to school. The following procedures will help you, the driver, to maintain the schedule:



1. Time yourself so you can arrive at stops about the same time every morning.
2. Arrive at school each morning at the same time. Time of arrival will be at the direction of the principal.
3. Unusual weather or road conditions will require more time than usual. When these conditions exist, advise students of schedule changes.
4. If late, do not try to make up lost time by driving faster than a safe speed.
5. Encourage students to be prompt. They should be at their designated stop, ready to board the bus when it arrives.

Maintaining Proper Passenger Conduct

If drivers explain existing rules at the beginning of the school year, they usually will have the cooperation of students. If students know drivers are fair and have their safety in mind, they usually accept the rules. Drivers should recognize each child's individuality. Drivers cannot maintain discipline and respect if they are too harsh or too lenient. Drivers who handle problems fairly and according to the rules get the respect of students, parents and administrators.

Be Assertive!

ASSERTIVE BUS DRIVERS ...

- Are the boss on the bus.
- Say what they mean and mean what they say.
- Clearly and firmly tell students exactly how they want them to behave.
- Stay calm and use a normal tone of voice.
- Have a plan of action when students do not behave.
- Reward students when they do behave.

Assertive Discipline for Bus Drivers, Lee Canter and Associates

Student Conduct

It is a fact that children are affected by specific experiences arising from riding your school bus. These experiences, good and bad, become an important part of the total education experience.

The school day starts when a student enters your bus and extends until that student is safely off your bus in the afternoon.

Undesirable conduct not only makes all passengers uncomfortable, but it jeopardizes their safety. Rules of conduct should be reasonable and infractions dealt with promptly, firmly, and fairly.



While the use of negative terms when dealing with bad behavior may be common place, it makes a lot more sense to reinforce good behavior with positive terms. Learn to recognize behaviors that are desirable and “reward” them with positive responses. For example, “Thank you, Ken, for picking up that piece of paper.” “Good for you, Brecca,



you had everyone lined up in the right place this morning. I appreciate that.” Any of us who will learn to accentuate the positive will eliminate the negative.

Most school systems will have rules and policies set by the local board. Study them,

follow them and make your students aware of the rules. Some general rules that are standard across the state are:

1. **Students must get on and off the school bus at designated stops and in an orderly manner according to local board policy. No pushing, shoving, or letting a student off at a store on the way home.**
2. **Students should be allowed to talk but not loud enough to distract the driver. If you have to worry about the activity on the bus, you cannot be a safe driver.**
3. **Students will remain seated until the bus is stopped.**
4. **Students will keep their arms or any part of their body inside the bus.**
5. **Nothing will be thrown from the school bus.**
6. **The ALSDE recommends that students arrive at designated stop 5 minutes prior to scheduled pick-up.**



Your main function is to take a student from point A to point B without conflict. Never threaten an action you cannot enforce; rather, win your way by friendly persuasion. If you overlook violence by one child, you lose the respect of others. Try to hit a happy medium, having a friendly, cheerful, and business-like attitude. The students will reflect the attitude of the driver.

Remember the Do's and Don'ts:

Do:

- ✓ Be firm, fair, impartial, and consistent.
- ✓ Keep your cool. Never lose your temper.
- ✓ Treat students as you would like your child to be treated.
- ✓ Set a good example in appearance and driving habit.

Don't:

- ✓ Embarrass students.
- ✓ Make threats you cannot carry out.
- ✓ Put your hands on a student.
- ✓ Use profanity.
- ✓ Hold grudges.
- ✓ Create issues that have to be settled later.



Standing Passengers

No passenger should be standing on a school bus. During the first few days of school, you may have more passengers than seats. This problem should be reported and corrected immediately. All passengers should be seated entirely within the confines of the school bus seats while the bus is in motion.

Routing and seating plans should be coordinated to eliminate passengers standing when a school bus is in motion (**Guideline 17**). Federal regulations do not specify the number of persons that can sit on a school bus seat. The school bus manufacturers determine the maximum seating capacity of a school bus. Due to the variation in sizes of children of different ages, state and school districts should exercise judgment in deciding how many students are actually transported in a school bus.

Care and Maintenance of the School Bus

The life a school bus and the dependable service that it can render depend on how the driver treats the bus. Daily inspection and expert handling will prolong the life of the bus and increase the quality of the service it gives.

While the driver should never attempt to make repairs himself, he must be constantly alert to the mechanical condition of the bus and should report any mechanical defect to the supervisor.

Each school system transportation supervisor is responsible for keeping every bus in his system in safe operating condition. This does not excuse the bus driver for operating a bus with a known mechanical defect. Drivers should respect the judgments and suggestions on care and maintenance of equipment given by mechanics.

Reporting Mechanical Defects

You should report needed repairs to the mechanic or supervisor as soon as possible. Most systems have a sign-in sheet on which needed repairs can be noted with less chance of them being overlooked. Do not be hesitant to report suspected problems.

Cleaning the Bus

You are responsible for keeping the school bus clean. A clean bus aids greatly in maintaining discipline and promotes a good image of school transportation in the community.

Keeping Records

Certain daily and monthly records and reports must be kept by you and submitted to the supervisor. The supervisor will advise you on methods of keeping and submitting records and reports. Some of these reports include pre-trip inspection, mileage, student counts, accurate student rosters, route maps, etc.

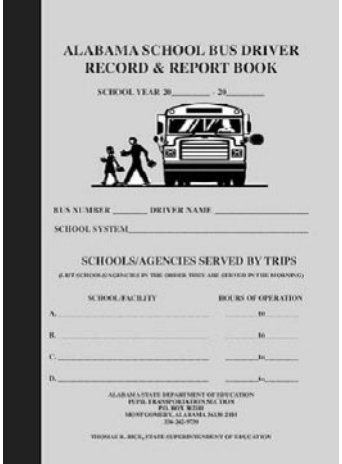
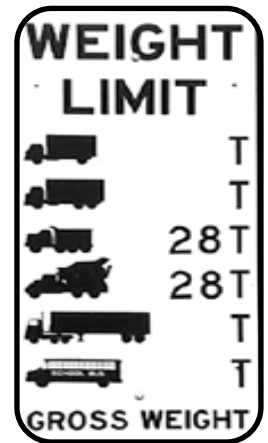
Responsibility for Safe Driving

A school bus is longer, wider, and heavier than a car. Driving it requires greater preparation, thought, and care.

The procedures set forth in this section are intended to promote the safety and comfort of school bus passengers and to ensure that they arrive at school each day ready to learn as much as they can.

On an activity bus, the passengers may take along baggage if it is secured and the driver and other occupants can move freely and easily. Riders must be able to use all exits and be protected from falling or shifting packages. No extra seats may be added to the bus. The aisle must be kept clear at all times.

*Riding in the bus with you
are several dozen children whose lives are in your
hands and who depend on your good judgment.*

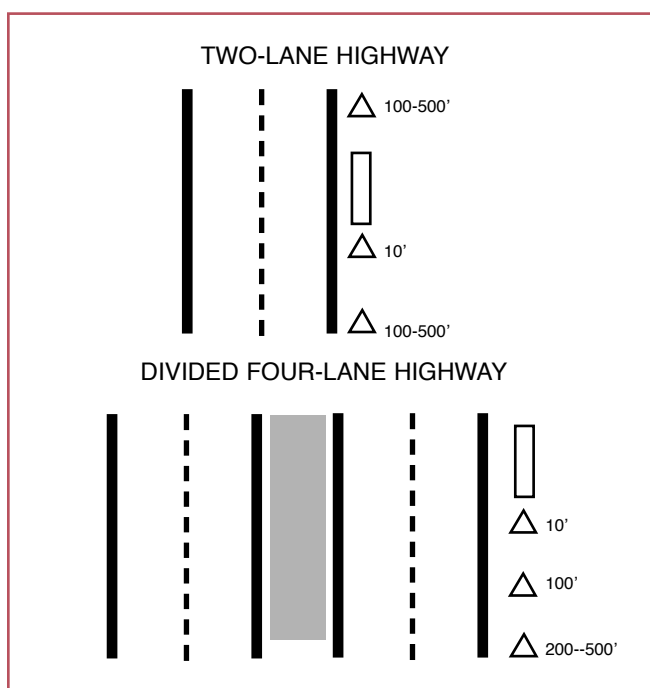
The image shows the cover of an "ALABAMA SCHOOL BUS DRIVER RECORD & REPORT BOOK". It includes fields for "SCHOOL YEAR 20__-20__", "BUS NUMBER", "DRIVER NAME", and "SCHOOL SYSTEM". There is a section titled "SCHOOLS/AGENCIES SERVED BY TRIPS" with a sub-header "AS SET FORTH ON AGENCY BY THE DRIVER THEY ARE SERVED BY THE HANDS OF". Below this is a table with columns "SCHOOL/FACILITY" and "HOURS OF OPERATION", with rows labeled A, B, C, and D. At the bottom, it says "ALABAMA STATE DEPARTMENT OF EDUCATION" and "PUBLIC INFORMATION DIVISION".

Vehicle Breakdown — Triangle Reflectors

If the school bus breaks down, the school bus driver should assess the situation and determine whether or not an emergency evacuation should be conducted (see Emergency Evacuation in Chapter 7). If possible, the school bus driver should get the bus off the roadway in a safe place and activate the hazard lights.

The driver should immediately contact the school bus shop to inform them of the exact location and the problem with the bus.

If triangle reflectors are to be placed, use the following diagrams:



Vehicle Inspection: Why Inspect?

Safety

Safety is the most important and obvious reason for performing inspections. Inspecting your vehicle helps you to know your vehicle is safe.

Legal Requirements

Federal and state laws and school bus regulations require that school buses be inspected. A school bus also is subject to inspection by state and federal agencies. Alabama state law requires inspection of the bus by the driver, as well as a monthly inspection by certified mechanics at the local bus shop.

Types of Vehicle Inspection

Pre-Trip Inspection

You must perform a pre-trip inspection before each trip to find problems that could cause a crash, breakdown or other unsafe condition.

School bus drivers are legally required to document the pre-trip inspection before beginning the route/trip.

During a Trip

For safety sake you should:

1. Watch all gauges for signs of trouble.
2. Use your senses to check for problems (look, listen, smell, and feel).
3. Check critical items when you stop:
 - a. Brakes. ***This is the most important item to check in the pre-trip inspection.***
 - b. Lights.
 - c. Cargo securing devices (on activity trips).

Post-Trip Inspection and Report

You must perform a post-trip inspection at the end of each trip, day, and work shift. It may include filling out a vehicle condition report listing any problems you find. It includes checking the bus for students and locking the bus down. (Locking the bus down involves bleeding the air out of the air tank(s) until the spring brake applies and the air valve pops out.)

A 9-Step Inspection Method

Method of Inspecting

You should do a pre-trip inspection the same way each time so you learn all the steps and be less likely to forget something. The following 9-step procedure should be a useful guide. Having a routine procedure for inspecting the bus will eliminate the need to carry a pre-trip inspection checklist around with you as you inspect the bus. Documentation of the inspected items should be done upon the completion of the inspection. (Keep the inspection reports on the bus until you turn them in to the Transportation Office.)



Step 1 Vehicle Overview

Approaching the Vehicle. Notice general condition. Look for damage or the vehicle leaning to one side. Look under the vehicle for fresh oil, coolant, grease, or fuel leaks. Check the area around the vehicle for hazards to vehicle movement (people, animals, other vehicles, objects, low-hanging wires or limbs, etc.).

Step 2 Check the Engine Compartment

Check that the parking brake is on and/or the wheels are chocked. You will have to raise or tilt the hood, or open the engine compartment door to perform these checks.

Check the following:

- **Engine oil level.**
Above “add” mark.
- **Transmission fluid level.**
Above “add” mark.



- **Coolant level in radiator.**
Look at the sight glass or in the radiator itself; check condition of hoses. Never remove cap when engine is hot.

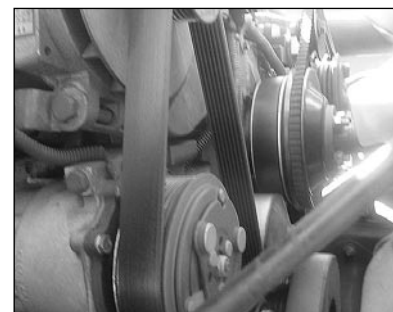


- **Windshield washer fluid.**

- **Power-steering fluid.** Above the “refill” mark. Check condition of hoses.



- **Belts.** Learn how much “give” the belts should have when adjusted correctly (no more than 3/4” of movement). Check each one.



- **Steering box and steering linkage.** Driver should look for missing nuts, bolts, cotter keys, power steering fluid leaks, and damage to power steering hose. Connecting links, arms, rods from the box to the front wheels should not be worn or cracked.



- **Shock absorber.** Should be secure, unbroken, and have no leaks.

- **Spring mount and leaves.** Mount should be secure with no cracks or breaks, and no broken, missing or loose bolts. Bushings and axle mounting parts should not be damaged, broken, or missing. Check for missing or broken leaves; leaves that have shifted and may be nearly in contact with the tire, rim, brake drum, frame, or body. For a coil spring, look for breaks or distortions.

- **Brake chamber and hoses.** Should be securely mounted and not be cracked or dented. Hoses should not be cracked, worn, or frayed, and couplings should be secure.

- **Slack adjuster,** if equipped, should have no broken, loose, or missing parts. The angle between the push rod and the adjuster arm should be about 90 degrees when parking brake is released.



- **Brake drum.** Should have no cracks, dents, or holes and no missing or loose bolts. Brake linings should not be worn thin.



- **Wheels and rims.** Rims should not be damaged and have no welding repairs. Rust trails indicate that the rim is loose on the wheel. All lug nuts should be present and tight. There should be no cracks or distortion around the bolt holes. The hub oil seals, axle seals, and wheel bearing seals should not be leaking.



- **Tires.** Check for proper inflation. Check depth of tire grooves. Tread depth should not be less than 4/32" on front tires and 2/32" on the rear tires. No recaps may be used on the front. Recaps may be used on the rear. Tread must be evenly worn without cuts or other damage to the tread or walls. Valve caps and stems should not be missing or damaged. Retreads should not be separating from the tire.
- Lower and secure hood or engine compartment door.

Step 3 Front of Vehicle

Check the following items to see that nothing is wrong.



- **Passenger mirrors.** Should be secure, clean, and unbroken. **The passenger mirrors are likely the most important pieces of safety equipment on the bus and are absolutely necessary to operate it safely.** Children standing in front of the school bus may not be visible in any other way than by checking mirrors. Proper adjustment is essential to safety.



- **Lenses.** Clean and unbroken. None should be missing and they should be of the proper color.
- **Walking control arm.** Secure and not broken.

Step 4 Right Side of Vehicle

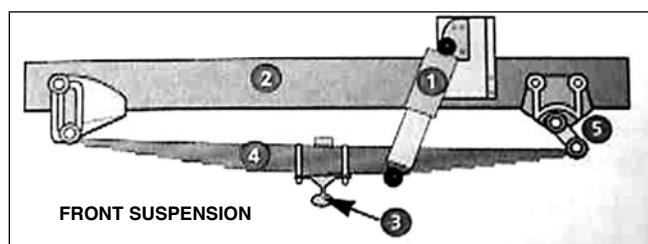
Check the following items:

- **Right side traffic mirror.** For security and cleanliness.
- **Passenger door.** For cleanliness and possible damage.
- **Reflectors and clearance lights.** Clean and unbroken.
- **Windows.** Clean and unbroken.

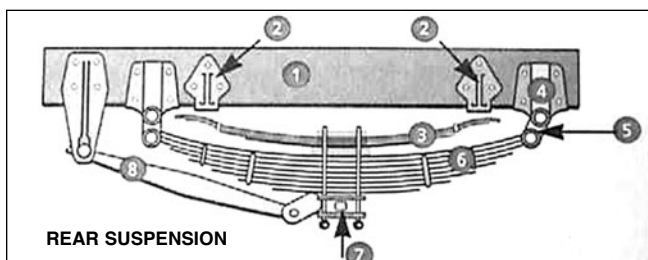
Step 5 Under the Vehicle and Right Side Rear

Check the following items:

- **Fuel tank.** Should be secure with no leaks or damage. Cap should be secure.
- **Suspension.** Condition of springs, spring mounts, shock absorbers, shackles, and U-bolts should be good.



- | | |
|-----------------------------|-----------------|
| 1. Hydraulic Shock Absorber | 3. Front Axle |
| 2. Vehicle frame | 4. Leaf Spring |
| | 5. Spring Mount |



- | | |
|---------------------|----------------|
| 1. Frame | 5. Shackle |
| 2. Bearing Plates | 6. Main Spring |
| 3. Auxiliary Spring | 7. Axle |
| 4. Spring Hanger | 8. Torque Rod |

- **Brakes.** Drums, chambers, and slack adjusters should be in good condition. Hoses should not be worn.
- **Drive shaft.** Should not be bent or twisted. Universal joints should not be loose. Safety loops should be in place.
- **Frame.** No cracks or distortion should be evident in either the longitudinal or cross members.

- **Exhaust system.** Visible parts should be securely mounted without cracks, holes or severe dents. The muffler or pipes should not be touching wires, fuel hoses or air hoses.

- **Wheels and rims.** Rims should not be bent or damaged and should have no welding repairs. Rust trails may indicate that the rim is loose on wheel. All lug nuts should be present. There should be no cracks or distortion around the bolt holes. “Bud” or “Dish” wheels should have space between them and free of debris. The hub oil seals, axle seals and wheel bearing seals should not be leaking.



- **Tires.** Should be of same size, evenly matched and of the same type (radial or bias-ply). Tread depth, inflation, and wear should be normal.

Step 6 Rear



- **Lights and reflectors.** unbroken and/or proper color.
 - a. Reflectors. Red/Yellow.
 - b. Taillights. Red.
 - c. Turn signal lights. Red/Yellow.

- **Tailpipe.**
- **License plate.** Present, clean and secure.
- **Emergency door and holder.** Operational, clean, unbroken and seal intact.

Step 7 Left Rear and Left Side

- **All items as on right side.**

- **Stop-sign.** Flashing red lights clean, unbroken, and secure. (Light should flash alternately,)



- **Battery.** Securely mounted and wires attached.



Step 8

Passenger Entry

- **Door.** Operational, clean, and unbroken.

- **Stairwell.** Not bent, good tread, light working, and lens cover unbroken.



- **Handrail.** Present (required for a school bus), secure, undamaged, proper clearance.

- **First-aid kit.** Present (required for a school bus), secure, undamaged, and containing required items.



- **Body fluid clean-up kit.** Present, secure, undamaged, and containing required items.

- **Fire extinguisher.** Present (required for school bus), charged and of proper type (BC or ABC) for electrical and liquid-fuel fires. Ensure pin is in place. Remove extinguisher from its mounting bracket, shake it to mix chemical extinguish-ing agent.

- **Emergency reflectors.** Three present (required for school bus) and secure.

Step 9

Inside Checks

- **Check emergency exits and interior condition.**

1. Turn ignition key to “on.”
2. Turn on interior lights, if necessary, to see.
3. Check seats for vandalism, secure seat bottoms on way down aisle.

4. Open rear emergency door to see that warning buzzer and door are operational. Emergency door should always be secure when bus is moving and should not be blocked.



5. Check seats (secure to floor with no broken parts) on way back up the aisle.
6. Check emergency exit windows on sides and hatches in roof to see that they are operational and warning buzzer works.



7. Turn ignition key to “off.”

Note: On an activity bus the passengers may take along baggage if it is secured and the driver can move freely and easily. Riders must be able to use all exits and be protected from falling or shifting packages. No extra seats may be added. The aisle must remain clear at all times.

Schematic Diagram of Vehicle Equipment Check

Front:

- Crossing mirrors • Crossing arm • Windshield • Current inspection sticker
- Directional/Hazard signal lights • Top clearance lights • Headlights

Under the hood:

- Power steering level
- Belts (tension and condition)
- Air compressor
- Alternator
- Oil level
- Coolant level
- Transmission level
- Windshield washer fluid level

Steering

- Gearbox and linkage

On the driver's side:

- Stop sign
- Other items as on right
- Battery box

Engine start:

- Safety belt
- Air buzzer sounds
- Ammeter/voltmeter
- Air brake check
- Steering play
- Parking brake
- Mirrors
- Windshield/wipers/washer
- Lighting indicators
- Horn
- Heater/defroster
- Safety/emergency equipment
- Right passenger mirror
- Left passenger mirror



On the passenger's side:

Brakes

- Slack adjuster, air chamber, hoses, drums

Wheels

- Rims, hub oil seals, tires, lug nuts

Suspension

- Springs, spring mounts, shock absorbers

Driver/fuel area

- Door, mirror, fuel tank leaks

Under vehicle

- Drive shaft, exhaust system, frame

Suspension

- Spring, spring mounts, torsion/shocks

Wheels

- Rims, tires, axle seals, lug nuts, space between rear tires

Side

- Lights, reflectors

At the rear:

- Lights • Reflectors • Windows
- Lettering • Emergency door • Exhaust pipe
- Handicap decal (if special needs bus)
- Top strobe light

Adjustments in Preparing to Drive

- Set seat to comfortable position relative to steering wheel and pedals.
- Adjust all mirrors:
 - a. Traffic mirrors (right and left).
 - b. Inside rearview mirror.
 - c. Passenger (crossover) mirrors (right and left) to cover the areas in the front and to the sides of the bus. (nothing on dash)
- Fasten seat belt. The driver must wear the safety belt at all times while driving.

Start the Engine

- Listen for any unusual noises.
- Check the oil pressure gauge to see that it builds normally and no warning lights remain on. The gauge must come up to the first mark within a few seconds.



- Check the ammeter/voltmeter. The gauge will show that the battery is charging and there should not be any warning light on.
- Note temperature gauge. Should not register “hot.”
- Check fuel gauge. Should show enough fuel to complete trip and return to fueling point.

Check Condition of Controls

Check all of the following for proper functioning, cleanliness, looseness, sticking, damage and improper setting.



1. **Head lights** - Bright and dim. (Drive with headlights on day or night, rain or shine).
2. **Four-way flashers and indicators.**
3. **Horn** should be heard for at least 200 feet.
4. The **steering wheel** should have less than two inches (10%) of free play on a twenty inch wheel.
5. Stop sign should come out with lights and indicators flashing alternately.
6. **Yellow warning lights** should be operational when switch is engaged.
7. **Red flashing lights.** Should flash alternately in front and back. Should activate when door is cracked or opened and deactivate when door is closed. Walking control arm (if bus is so equipped) should swing out when stop sign comes out and swing in when the stop sign comes in.
8. **Interior lights.**
9. **Clearance lights.**
10. **Back-up lights.**
11. **Strobe light** (if bus is so equipped).



12. **Windshield and wipers** should be clean, clean, and free of cracks and illegal stickers. The rubber on the wipers should be solidly attached and should not be damaged or brittle. The wiper arms should have proper tension in the springs. Wiper and washer should work.
13. **Heater/defroster** should work on both high and low speed with all vents and air controls adjusted to heat the bus and clear the windshield.
14. **Gearshift.**
15. **Back-up Alarm.**

All warning buzzers and lights should be off before starting a trip.

Procedure for Brake Check

Air Brakes

1. Chock wheels.
2. Start the engine and build air pressure to 120 psi.
3. Turn the engine off, turn the ignition on and release Parking Brake (off-on-in).
4. To check for air leaks, watch air pressure to see that it does not lose more than 2 psi in one minute.
5. Place and hold foot on service brake. Watch air pressure gauge to see that it does not lose more than 3 psi in one minute.
6. To check the LOW AIR WARNING SYSTEM, pump the brakes down (deplete air from system) until the low air warning light and buzzer come on at approximately 60 psi.
7. Continue pumping down until the parking brake knob pops out at approximately 20 to 45 psi. This will indicate that the spring brakes have been applied. Remove chocks.
8. Start the engine. With the air pressure below 10 psi, place the transmission in gear and slightly press the accelerator to check the Emergency Brake System. Return transmission back into neutral. Once the air pressure is above 100 psi, place the transmission in gear again and slightly press the accelerator to check the Park Brake System. Then, check the service brake by releasing the Parking Brake and accelerate to approximately 5 mph. Apply pressure to service brake to ensure the bus does not pull side-to-side and stops smoothly.

EPS = emergency – parking – service

Hydraulic Brakes

- Pump the brake pedal three times.
- Apply firm pressure to the pedal and hold for five seconds.
- See that brake pedal does not move.
If it does, there may be a leak or other problem.
Get it fixed before driving.

*If you find anything unsafe
during the pre-trip inspection,
get it fixed. Federal and state laws and school bus
rules forbid operating an unsafe vehicle.*

Post-Trip Inspection

Check the inside of the bus for passengers, books, clothing or materials which may have been left by students. If anything is found it should be stored until it can be returned.

1. Sweep the floor and steps of the bus.
2. Check the seats, window, and interior walls for damage or any markings and report or clean as may be necessary.

Faulty or improperly functioning equipment should be reported to the proper personnel.

Facilitate a clean bus attitude on the part of the students by enforcing clean bus rules and maintaining a clean bus. Periodically the bus interior and exterior should be washed, using soap and water. Using disinfectant on the interior occasionally is a good idea. This washing should include seats, windows, and windowsills.

Before leaving the bus always do the following:

1. Use the air brake valve to bleed the air from the system until the springs are activated if the bus is equipped with air brakes.
2. Walk the aisle to be certain there are no students left on the bus.
3. Generally, drivers should remove the key from the ignition. Check with your local supervisor.

Public Relations

The school bus driver accepts certain responsibilities to the community he/she serves in addition to his responsibility to the students who ride his/her bus. He/she should recognize that there is a very definite value in knowing the parents of the students who ride his/her bus. Parents are interested in their children and appreciate knowing the driver who is transporting them. Any interest displayed by the driver will cultivate respect for him on the part of the parents and will make the job of driving the school bus more enjoyable and successful.

Refer parents to the principal or supervisor for any request of change of stop, route, or schedule. Inform



them of any developments affecting the operation of the school bus, such as change of schedule and days when the bus may be late. An understanding between parents and the driver will develop close harmony and make it possible for the driver to perform his duties more efficiently and safely.

The driver's conduct, personal appearance, and appearance of the bus he drives leave an impression on parents, other motorists, and the general public. That impression should always be a good one.

Common Driving and Driver Abuses

The following list of common driving and driver abuses is put in this handbook for the driver to study. Improving driving and inspection habits will prolong the life of the bus, making it perform better, and be a safer vehicle for passengers to ride.

1. Engine Abuse:

- a. Engaging starter too long at one time.
- b. Excessive acceleration of cold engine.
- c. Operating overheated engine.
- d. Operating engine with low oil pressure.
- e. Racing engine.
- f. Failure to keep checking instrument panel gauges.

2. Lack of Maintenance Responsibility

- a. Driving bus even though it needs repairs.
- b. Failure to report defects and needed repairs.
- c. Failure to inspect equipment before each trip.

3. Errors in Use of Brakes

- a. Failure to use parking brake properly.
- b. Abrupt stops.
- c. Delayed braking.

4. Errors in Tire Care

- a. Operating with flat or under-inflated tires.
- b. Driving over curbs, objects and into potholes.
- c. Rubbing tires against curbs.

Test on Driver Responsibility

True or False

- | | |
|---|--|
| <p>_____ 1. The driver is considered a vital part of the overall educational team.</p> <p>_____ 2. The driver should not use tobacco while driving the bus.</p> <p>_____ 3. It is not the driver's responsibility to explain rules of conduct on the bus to students.</p> <p>_____ 4. Personal appearance and dress are not related to the driver's image.</p> <p>_____ 5. It is not necessary for the bus driver to be friendly when dealing with people.</p> <p>_____ 6. It is important that the driver exhibit emotional stability.</p> <p>_____ 7. The driver must be on time no matter what the cost.</p> <p>_____ 8. The driver should never share information about students with other school personnel even when the student's welfare is at stake.</p> <p>_____ 9. The driver should not try to become acquainted with parents unless it is absolutely necessary.</p> <p>_____ 10. It is important to race the motor when warming the engine.</p> <p>_____ 11. One of the most abusive driver habits is not reporting defects and needed repairs to mechanics.</p> <p>_____ 12. It is not necessary for the driver to make checks of the bus except when reports are due.</p> <p>_____ 13. Articles left on the bus should be ignored by the driver.</p> <p>_____ 14. One of the most important things a driver should do when conducting a post-trip inspection is ensuring no student is still on board the bus.</p> | <p>_____ 15. Alabama school bus drivers are only required to wear a properly fastened seat belt when students are being transported.</p> <p>_____ 16. You should not drive the bus if the oil pressure is low.</p> <p>_____ 17. The lives of school bus passengers are dependent upon the driver's knowledge, skills, judgments, and abilities.</p> <p>_____ 18. Having adequate driving skills is all that is required in order to become a totally competent school bus driver.</p> <p>_____ 19. The school bus driver should maintain pupil discipline by being firm, fair, and impartial.</p> <p>_____ 20. The school bus driver should stop at all designated bus stops, except when no children are visible.</p> <p>_____ 21. The school bus driver should learn to recognize some mechanical defects and report the symptoms to the proper authorities.</p> <p>_____ 22. The daily inspections of the bus will assist in preventing accidents and prolonging the life of the bus.</p> <p>_____ 23. When you have continuing problems with a disruptive student, you should talk to the coach.</p> <p>_____ 24. The driver can create a good image for the school system by driving a clean bus and being a careful and alert driver.</p> <p>_____ 25. When checking the oil level, the most accurate reading can be made after starting the engine.</p> |
|---|--|

School Bus Braking Systems

This section tells you about air brakes. You need this information for safe operation of air brakes on buses.

Two braking systems are commonly found on today's school buses. They are hydraulic brakes and air brakes. Both braking systems incorporate antilock brake systems (ABS). The most common braking system in use is the air brake system.

Most vehicles, including school buses, are coming out with ABS, otherwise known as anti-lock brakes. These facts will help acquaint you with anti-lock brakes. When the pedal is applied and the ABS is activated, the pedal may feel harder than usual. This is normal.

The pedal may seem to ratchet or pulsate (vibrate), or there could be a combination of these sensations. This is also normal. Finally, you may hear a noise that sounds like a motorboat engine. This is the hydraulic control unit operating — again normal.

Remember these important things when driving a vehicle with ABS brakes:

1. Maintain the same safe stopping distance from the vehicle ahead as with conventional brakes. ABS will not make the vehicle “stop on a dime.”
2. When emergency braking is necessary, do not pump the brake. Just apply firm, constant pressure and let ABS do the work. You may feel a slight vibration or hear noise as the hydraulic control unit functions. Continue to push the pedal further if it travels closer to the floor.
3. Remember, if the ABS light comes on while you are driving, you still have air brakes.

Air brakes use compressed air to operate. You can apply all the braking force you need to each of the wheels of a heavy vehicle. Air brakes are a safe way of stopping large vehicles if the brakes are well maintained and used correctly.

However, you must know more about air brakes than you need to know with the simpler hydraulic brake systems used on many buses and on light vehicles.

Air brake systems consist of three braking systems combined: the service brake system, the parking brake system, and the emergency brake system.

The service brake system applies and releases the brakes when you use the brake pedal during normal driving.

The parking brake system applies and releases the parking brakes when you use the parking brake control.

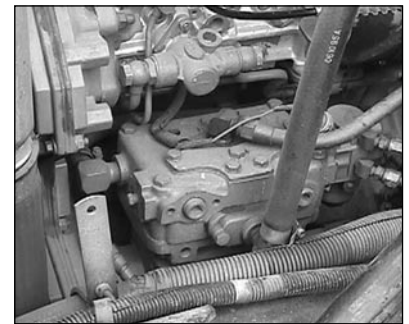
The emergency brake system uses parts of the service and the parking brake systems to stop the vehicle in the event of a brake system failure.

Parts of an Air Brake System

There are many parts to an air brake system. You should know about the parts discussed here.

Air Compressor

The air compressor pumps air into the air storage tanks (reservoirs). The air compressor is connected to the engine through gears or a V-belt.



Air Compressor Governor

The governor controls when the air compressor will pump air into the air storage tanks. When air tank pressure rises to the “cut-out” level (around 120 pounds per square inch, or “psi”), the governor stops the compressor from pumping air. When the tank pressure falls to the “cut-in” pressure (around 100 psi), the governor allows the compressor to start pumping again.

Air Pressure Gauge (Supply Pressure Gauge)

All air brake-equipped vehicles must have a pressure gauge connected to the air tank. The air pressure gauge on the bus gives a reading in pounds per square inch (psi). The reading on the gauge should be approximately 100-120 pounds per square inch. If the air pressure falls below this level (at about 100 psi), the air compressor will begin pumping again. If the vehicle has a dual air brake system, there will be a gauge for each half of the system (or a single gauge with two needles). These gauges indicate how much pressure is in the air tanks.



Air Storage Tanks

Air storage tanks are used to hold compressed air. The number and size of air tanks varies among vehicles. The tanks will hold enough air to allow the brakes to be used several times even if the compressor stops working.

Remember that the number, size, location, and appearance of air storage tanks will vary from bus to bus.

Safety Valve

The first tank receiving compressed air is equipped with a safety valve. The safety valve protects the tank and the rest of the system from too much pressure. The valve is usually set to open at 150 psi. If the safety valve releases air, something is wrong. Have the fault fixed by a mechanic.

Air Chamber

Air chambers are located at each of the four wheel positions of the bus.

Air from the storage tanks enters these chambers when you press the brake pedal. A special mechanism causes the brakes to lock up when there is an insufficient amount of air pressure.



Slack Adjusters

Over time a certain amount of wear will occur in any brake system. The slack adjusters at each wheel are designed to balance this wear.



Brake Drums, Shoes, and Linings

Brake drums are located on each end of the vehicle's axles. The wheels are bolted to the drums. The braking mechanism is inside the drum. To stop, the brake shoes and linings are pushed against the inside of the drum. This causes friction that slows the vehicle (and creates heat). The heat a drum can take without damage depends on how hard and how long the brakes are used. Too much heat can make the brakes stop working. On school buses, the brake linings are not visible and the driver is not required to check them.

The Brake Pedal

You apply the brakes by pushing down the brake pedal. Pushing the pedal down harder applies more air pressure. Letting up on the brake pedal reduces the air pressure and releases the brakes. Releasing the brakes lets some compressed air go out of the system, so the air pressure in the tanks is reduced. It must be made up by the air compressor. Pressing and releasing the pedal unnecessarily can let air out faster than the compressor can replace it. If the pressure gets too low the brakes will not work and the emergency brake system will be activated.

When you push the brake pedal down, two forces push back against your foot. One force comes from a spring. The second force comes from the air pressure going to the brakes. This lets you feel how much air pressure is being applied to the brakes.

Foundation brakes are used at each wheel. The most common type is the drum brake.

Stop-Light Switch

Drivers behind the bus must be warned when you put your brakes on. The air brake system does this with an electric switch that works by air pressure. The switch turns on the brake lights when you put on the air brakes.

Emergency and Parking Brakes

All air brake buses must be equipped with emergency brakes and parking brakes. They must be held on by mechanical force (because air pressure can eventually leak away). Very strong springs are used to meet these needs. When driving, powerful springs are held back by air pressure. If the air pressure is removed, the springs put on the brakes. A parking brake control in the bus allows the driver to release air from the air brake system. By releasing the air, the springs are activated. A leak in the air brake system that causes all the air to be lost also will activate the spring brakes.

The springs should activate when air pressure drops to a range of 20 to 45 psi. Do not wait for the brakes to come on automatically. When the low air pressure warning light and buzzer first come on, bring the vehicle to a safe stop right away, while you can still control the brakes.

The braking power of the springs depends on the brakes being in adjustment. If the brakes are not adjusted properly, neither the regular nor the emergency brakes will work right. Failure of the air brake system is most often caused by brakes that are out of adjustment.

Parking Brake Controls

The parking brake is controlled by a yellow push-pull control knob. Pull the knob out to engage the parking (spring brakes), and push it in to release them. Use the parking brakes whenever you park the bus.

Whenever you suspect something is wrong with the braking system, it should be reported to the bus shop immediately.

Dual Air Brake Systems

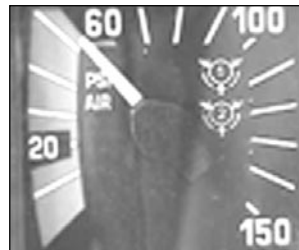
All buses use dual air brake systems for safety. A dual air brake system has two separate air brake systems that use a single set of brake controls. Each system has its own air tanks, hoses, lines, etc. One system typically operates the regular brakes on the rear axle. The other system operates

the regular brakes on the front axle. The first system is called the “primary” system. The other is called the “secondary” system.

Before driving a vehicle with a dual air system, allow time for the air compressor to build up to a minimum of 100 psi pressure in both the primary and the secondary systems. Watch the primary and secondary air pressure gauge needles (some systems have one gauge with two needles). Pay attention to the low air pressure warning light and buzzer. The warning light and buzzer should shut off when the air pressure in both systems rises to a value set by the manufacturer. This value must be greater than 60 psi.

Low Air Pressure Warning

The warning light and buzzer should come on before the air pressure drops below 60 psi in either system. If this happens while driving, you should stop right away and safely park the vehicle. If one air system is very low on pressure, either the front or the rear brakes will not be operating fully. This means it will take you longer to stop the bus. Bring the vehicle to a safe stop and have the air brake system repaired.



Check Air Compressor Cut-In and Cut-Out Pressures

Pumping by the air compressor should start at about 100 psi and stop about 120 psi. Run the engine at a fast idle, but do not exceed 1500 rpm.

The air compressor governor should cut-out the air compressor about 120 psi. The air pressure shown by the gauge(s) will stop rising. With the engine idling, step on and off the brake pedal to reduce the air tank pressure. The compressor should cut-in at about 100 psi. The air pressure should begin to rise. If the air governor does not work as described above, it should be repaired. A governor that does not work properly may not keep enough air pressure for safe driving.

Whenever you suspect something is wrong with the braking system, you should perform an emergency stop and contact the transportation department and stop the bus immediately.

Using Air Brakes

Normal Stops

Push the brake pedal down. Control the pressure so the vehicle comes to a smooth, safe stop.

Emergency Stops

Braking should allow for steering the bus in a straight line. Use one of the following two methods:

Controlled Braking

This method is also called “squeeze” braking. Put on the brakes as hard as you can without locking the wheels. Do not turn the steering wheel while doing this. If you need to make large steering adjustments or if you feel the wheels beginning to slide, release the brakes. Brake again as soon as the tires regain traction.

Stab Braking

Should the anti-locking braking system fail:

- a. Press on the brake pedal as hard as you can.
- b. Release the brakes when the wheels lock up.
- c. As soon as the wheels start rolling, put on the brakes fully again.

It can take up to one second for the wheels to start rolling after you release the brakes. Make sure you stay off the brakes. Do not apply the brakes until the wheels start rolling again; otherwise, the vehicle may not stay in a straight line. You lose steering control when your front tires are not rolling. If the bus is equipped with ABS, **DO NOT** USE stab braking.

Braking on Downgrades

On downgrades, brakes fail due to overheating. The right way to use the brakes for long downhill grades is to go slowly enough that a sparing use of the brakes will keep the speed from increasing. If the speed is appropriate, the brakes will be able to get rid of the heat and they will not get too hot.

Firm, intermittent braking (snubbing) is safer than light, continued braking. Letting up on the brakes from time to time will allow them to cool enough so that they do not become overheated. Tests have proven this to be true.

Light, continued pressure causes hot-spotting and in general makes the brakes run hotter, leading to increased probability of brake fade. Therefore, select the right gear, go slow enough, and use firm, intermittent braking (snubbing).

Low Air Pressure Warning

If the low air pressure warning signal comes on, stop and safely park the bus as soon as possible. There might be an air leak in the system. Controlled braking is possible only while enough air remains in the air tanks. It is much safer to stop while there is enough air in the tanks to use the foot brake.

Parking Brakes

Any time you park the bus for a short period of time, use the parking brake. Pull the parking brake control knob out to apply the parking brakes; push it in to release them. The control will be a yellow, diamond-shaped knob labeled “parking brake” on newer vehicles.

When parking the bus for a long period of time, decrease the air pressure to below 30 psi. This will activate the emergency system and will prevent the bus from being moved unless the engine is started, and the pressure is built back up. To decrease the air pressure, the parking brake knob should be pushed halfway in to bleed the air down until the parking brake knob will not stay in.

Drive safely!

Your passengers are depending on you!

Test on Air Brakes

Short Answer

1. Why is it important to “lock down” the bus after completion of a route or trip?
2. What happens when the air pressure falls below approximately 60 psi?
3. What should happen when the air pressure falls between 20/45 psi?

Multiple Choice

4. At what psi should the air compressor governor cut in and out?
 - a. In at 100 and out at 120
 - b. In at 60 and out at 90
 - c. In at 20 and out at 60
 - d. None of the above
5. If the yellow ABS light activates, what should you do?
 - a. Stop the bus immediately and call for help.
 - b. Continue driving and contact the bus shop as soon as your trip is complete.
 - c. Check the fuses to ensure none have blown.
 - d. Ignore the warning, it will correct itself.
6. The type of braking used on a steep downhill incline should be:
 - a. squeeze
 - b. stab
 - c. snubbing
 - d. normal
7. How does a bus driver check the parking brake on a air brake system?
 - a. Release parking brake and move bus forward.
 - b. Apply parking brake and gently pull against it.
 - c. Apply the parking brake and accelerate hard.
 - d. The parking brake can be checked only by a certified mechanic.
8. While driving the bus, the red low air pressure warning is activated. What should a driver do?
 - a. Drive to the nearest garage.
 - b. Safely stop the bus as soon as possible.
 - c. If only the light comes on, continue on the trip or route.
 - d. Drive at a faster rate of speed to make the air compressor pump faster and build the air back up.
9. What is a PSI gauge used for?
 - a. Lets you know how much pressure is applied to the service brake.
 - b. Lets you know the amount of air available in the air tanks.
 - c. Tells you how much brake fluid is present in the brake fluid reservoir.
 - d. Keeps the air compressor from pumping too much air.

True or False

10. All vehicles with air brakes must have a low air warning signal.
11. When the air pressure drops to approximately 45 psi or below, the springs should activate.
12. A safety relief valve releases air when the pressure in the air tank reaches 150 psi.
13. Firm, intermittent braking on a steep downgrade is the process of applying pressure on the brakes and releasing repeatedly to keep the brakes from overheating.
14. When emergency braking on a vehicle with anti-lock brakes is necessary, pump the brakes hard to stop faster.

Fundamentals of Driving a School Bus

Driving Procedure

The purpose of this chapter is to teach you the basic skills you will need to operate a school bus safely and efficiently. In order for you to become a safe and efficient driver, you will need to practice good driving habits constantly. Time behind the wheel of a school bus is not enough to make you a safe driver. The time must be spent wisely in developing good driving habits and eliminating bad ones.

The driving skills that you use to operate an automobile are similar to the skills you need to operate a school bus. However, there are some very important differences. For example, a school bus is longer and heavier, higher, and wider (more clearance required), has slower acceleration and longer stopping distance, takes more room to turn, and the bus driver must rely more heavily on mirrors for an adequate rear and side view.

The procedure used in starting a bus should be practiced until it becomes routine. The seatbelt should be adjusted so that you are able to operate the bus comfortably. Check the mirrors to see that they are adjusted properly for your height and position. The bus driver should be able to see where the rear wheels of the bus strike the ground as well as the ground in front of the bus. This will aid in turning, backing, lane position, lane change, and other maneuvers. More importantly, it will assist the driver during the loading/unloading process to see students and other persons or objects that may be along side or in front of the bus. The driver must fasten the seatbelt properly and ensure that passengers also buckle their seat belts where they are provided.

Before driving a different school bus the driver should understand the purpose and correct reading for each gauge and know the location of each switch. The position of various gauges and switches will vary depending on the type of bus.



Starting the Engine

There are many different kinds and models of engines in Alabama school buses. Exact procedures for starting each of them will be taught as needed in the practice phase of the training. However, several general procedures are used for all:

1. Check the parking brake and fasten the seat belt.
2. Make sure the bus is in neutral. (Automatic transmissions buses will not crank while in gear.)
3. Start the engine.
4. Allow the engine to warm up for a sufficient amount of time to ensure smooth operation. Do not race the engine during the warm-up period, as this will cause severe damage to the engine.

Starting, Steering and Stopping

Smoothness in driving is one key to both safe driving and good relations with passengers. To keep from rolling backward on hills on a bus equipped with an automatic transmission, use the parking brake to hold the bus in position while depressing the accelerator with the right foot. When the bus begins to pull forward against the parking brake, release the parking brake and the bus will move forward without rolling back. This technique should be repeated several times during the practice phase of your training.

Steer smoothly, hand over hand, using two hands in steering at all times. Your hands should be at the ten and two or nine and three o'clock positions on the steering wheel. (One hand on the wheel is less than half as safe.) If the driver has to steer quickly or jerkily, he was going too fast for the maneuver.

Use the right foot for all normal braking. A school bus is much heavier than smaller vehicles and requires the driver to begin braking sooner in order to stop smoothly. Feather the brake by slackening pressure on the brake pedal slightly just before the wheels stop rolling. This creates a smoother stop and happier passengers. A good driver anticipates stops as much as possible. This increases the margin of safety and helps save brake shoes. Avoid sudden stops.

Following Distances for School Buses

Safety demands that the driver maintain sufficient distance between the bus and the vehicle ahead under any conditions. It is



important to estimate this following distance accurately. Constant practice in estimating distances will keep the driver prepared for any problem. On the open highway, the basic following distance rule, under good weather conditions, is to stay four seconds behind the vehicle ahead while traveling at forty miles per hour or less. If traveling over forty miles per hour, add an additional second for a total of five seconds. As the weather worsens, following distance should increase to allow more space to stop.

Following too closely is one of the most common causes of accidents, even among school bus drivers!

Stopping Distance

There are three things that add up to total stopping distance:

$$\begin{array}{r} \text{Perception Distance} \\ \text{Reaction Distance} \\ + \text{Braking Distance} \\ \hline = \text{Total Stopping Distance} \end{array}$$

Add 3/4 second for lag time if the bus is equipped with air brakes.

Perception Distance

Perception distance is the distance your vehicle travels from the time your eyes see a hazard until your brain

recognizes it. The perception time for an alert driver is about 3/4 of a second. At 55 mph, you travel about 60 feet in 3/4 of a second.

Reaction Distance

Reaction distance is the distance your vehicle travels from the time your brain tells your foot to move from the accelerator until your foot is actually pushing the brake pedal. The average driver has a reaction time of 3/4 second. This accounts for an additional 60 feet traveled at 55 mph.

Lag Time

On a bus equipped with air brakes, an additional 3/4 second brake lag occurs during which the bus is still moving.

Braking Distance

Braking distance is the distance it takes to stop once the brakes are applied. At 55 mph, it can take a heavy vehicle, like a school bus, about 275 feet to stop. It takes about 4 1/2 seconds.



Total Stopping Distance

At 55 mph, your vehicle will travel about the distance of a football field in coming to a smooth, safe stop.
(60 + 60 + 275 = 395)

The Effect of Speed on Stopping Distance

Whenever you double your speed, it takes about four times the distance to stop, and the vehicle will have four times the destructive power if it crashes. High speeds increase stopping distance greatly. By slowing down a little, you can gain a lot in reduced braking distance. Additionally, tire traction decreases as speed increases. Therefore, it is our recommendation for school bus drivers to travel at least 5 mph below the posted speed limit.

The Effect of Vehicle Weight on Stopping Distance

The heavier the vehicle, the more work the brakes must do to stop it and the more heat they absorb. But the brakes, tires, springs, and shock absorbers on heavy vehicles are designed to work best when the vehicle is fully loaded. Empty trucks require greater stopping distances, because an empty vehicle has less traction. It can bounce and lock up its wheels, giving much poorer braking. This is usually not the case with buses.

Right of Way



There are two kinds of intersections: regulated and unregulated. Unregulated intersections are those with no signal lights or signs. When approaching an unregulated intersection, reduce speed, check traffic to see that the intersection is clear, and only then proceed. If another vehicle is already in or very near the intersection, you should yield right of way to that other vehicle; if two vehicles arrive at the same time, the vehicle on the left yields to the vehicle on the right. **The law always states that a certain vehicle shall yield; it never states that a vehicle has the right of way.** The purpose of these right-of-way laws is to prevent accidents by prescribing who shall go last.

Under normal circumstances, the ALSDE recommends that school bus drivers treat YIELD signs as STOP signs. There may be exceptions to this recommendation, but drivers should consult with their local supervisor.

Curves

The proper procedure for rounding a curve is to decelerate and look ahead for the sharpest point in the curve, then brake, if necessary, before entering the curve. At the midpoint of the curve, resume power and accelerate slightly through the remainder of the curve.

Intersections

More accidents occur at intersections than any other location on the road because they are the most confusing places on the highway. Other drivers do unexpected things at intersections, and it is important that you be alert to these drivers and prepare for any problem when approaching and entering every intersection.

Expect the Unexpected!!!!

Many accidents occur as a result of making improper turns at intersections. Numerous errors, such as approaching too fast, turning too soon and hitting an object to the right or the left, turning into the wrong lane, failure to yield the right-of-way and many others, can be eliminated by executing each turn in a careful and deliberate manner with careful attention to well-adjusted mirrors.

Changing Lanes

Driving a school bus in urban areas means having to change lanes more frequently. In a school bus, this requires greater concentration and more careful use of mirrors than in a car. To change lanes, the bus driver should signal early, check mirrors and blind spots and move in to the proper lane gradually. Once positioned in the new lane, make sure the turn signal is canceled.

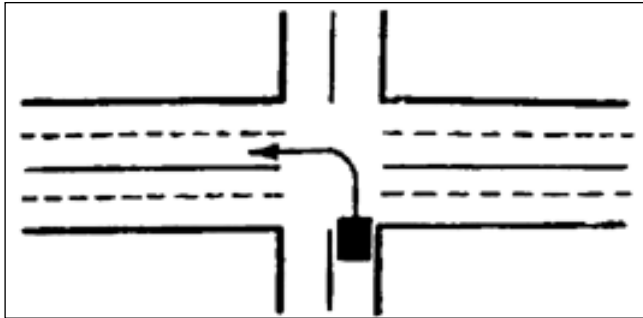
Procedure for Making Turns

1. Get into the proper lane well in advance of the turn.
2. Check traffic conditions to the front, rear and sides.
3. Engage the turn signal at least 100 feet in advance of the turn.
4. Brake gradually to a safe speed, usually 10 miles per hour or less, at least 50 feet before the turn.
5. Check traffic again to the front, rear and sides.
6. Check clearance while turning into the correct lane. (Always turn in the lane closest to you.)
7. Complete the turn, using both hands on the wheel (hand-over-hand steering).
8. Straighten the bus; cancel the turn signal.

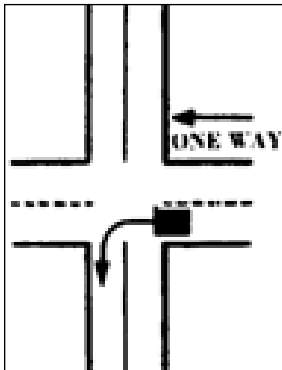
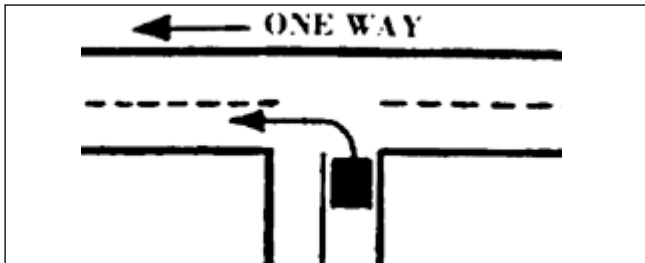


Lane selection for turning is as follows:

Left from a two-way roadway onto a two-way roadway having either two, four, or six lanes.

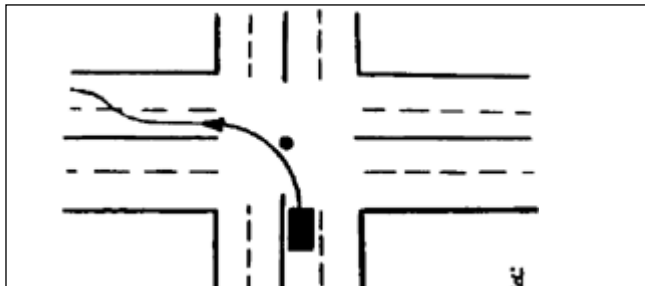


Left turn from a two-way onto a one way roadway.



Left from a one way roadway onto a two-way roadway.

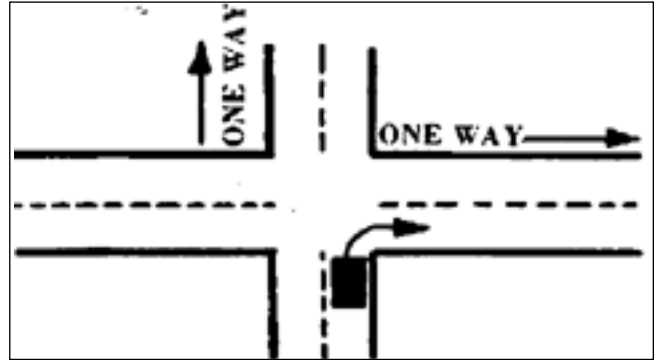
Left from four-lane to four-lane.



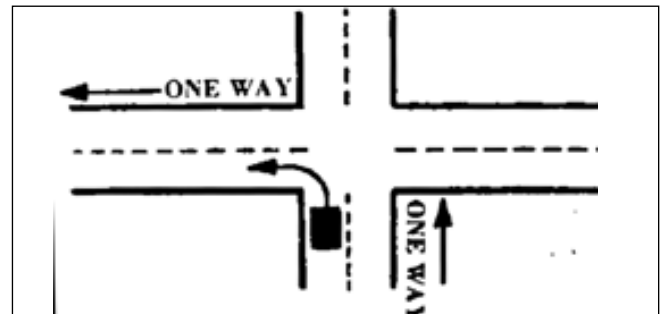
Good Rule: Never make a lane change when turning, if possible.

As a general rule, the ALSDE recommends that school buses do not turn right on red. Any exceptions to this rule should be discussed/authorized by the local supervisor.

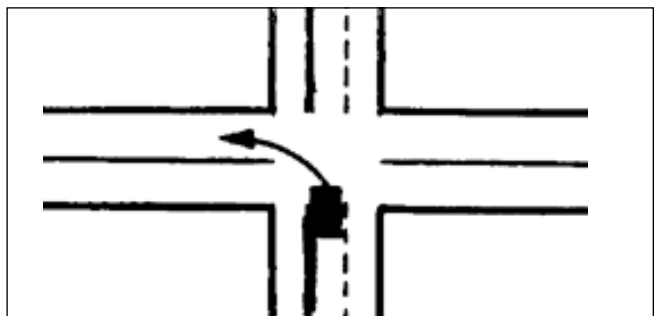
Right turn from any type roadway onto any type roadway (one way).



Left from one-way roadway onto a one-way roadway. Vehicle must approach for the turn and make the turn, as close as practicable, to the left-hand curb or edge of the roadway.



Left from a three-lane, two-way roadway onto a two-lane, two-way roadway.

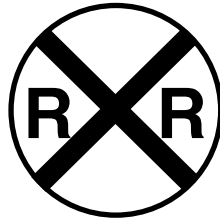


When turning right, a school bus may have trouble clearing the curb. The driver should remember that responsibility for making a safe turn rests with the bus driver. He/she should approach the corner in the right-hand lane about four feet from the curb. The bus should not be far enough away from the curb to allow a vehicle between the bus and the curb. As soon as the front wheels pass the corner, turn wide to the right, swinging over the center of the side street, if necessary, in order for the right rear wheels to clear the curb. Check the side mirrors while executing the turn.

Railroad Crossings

The most tragic school bus accidents that have ever happened have taken place at railroad crossings. The results are usually multiple fatalities. School bus regulations require that buses stop at all railroad crossings. The front bumper should be no closer than fifteen (15) feet from the nearest track and no farther away than fifty (50) feet. Visibility is the determining factor. Fifteen (15) feet can be estimated by being able to see the nearest rail over the hood of the bus.

Safety Procedures at Railroad Crossings

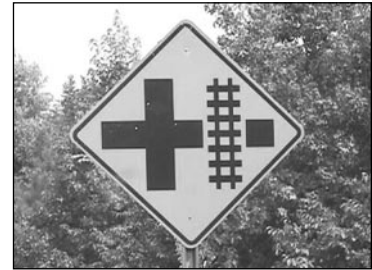


1. Check traffic and activate hazard lights approximately 500 feet from the crossing.
 2. Open the window.
 3. Shut down all noise heater/defroster, radios, students, etc. (not the engine).
 4. Stop no closer than 15 feet nor farther away than 50 feet from the nearest rail.
- 
5. Immediately apply the parking brake.
 6. Open the door **when safe**.
 7. Look and listen for the train.
 8. If a train is seen or heard approaching, close the door and wait for the train to pass. After the train passes, open the door and check for another train then proceed with caution when clear.
 9. If no train is present, close the door, release the parking brake, and proceed with caution only after you have determined that no train is approaching. Continue to check both directions while crossing the tracks.
 10. Deactivate the hazard lights and resume normal operations after crossing the tracks.

If there is more than one set of tracks, be certain that all tracks are clear before proceeding. Do not assume that just because one train has passed another is not approaching from the same or a different direction.

If the lights are activated and/or the crossing gate is down, **DO NOT CROSS** the tracks even if you think they are malfunctioning. Contact your supervisor/dispatch/transportation department to report the signal problem and to seek advice. Cross only if a railroad flagman or police officer gives you permission. You do not have to stop at a track that is posted "EXEMPT"

If the bus stalls on a railroad crossing, evacuate the bus immediately! If a train is approaching, the passengers should move away from the bus in the direction of the train at a 45 degree angle from the track. If the train hits the bus, pieces of the bus will be less likely to hit any of the students. After the students are safely evacuated, the driver may return to the bus and try to start the engine while monitors watch and listen for an approaching train.



Always be certain that the bus can safely clear all tracks and any area beyond the tracks in which the bus will not fit. Examples of this could include:

- Tracks close to intersections
- Multiple tracks
- Tracks around warehouses or storage areas
- Railroad car switching areas

Loading and Unloading

The most dangerous part of the bus trip for students is when they are loading or unloading the bus. When students are outside the bus, the chances of them being injured or killed is much greater than when they are on the bus. The route that your school bus travels and the exact location of each stop are the responsibility of the local

TRAINS ALWAYS HAVE THE RIGHT OF WAY!!!

board of education and the transportation supervisor. They rely on you, the bus driver, to inform them of any dangerous situations encountered on the route, especially in regard to passenger stops.



There are several things you should keep in mind in making stops:

Make sure that all your stops are made in a safe place.

Ideally, visibility should be at least 500 feet in both directions.



If a stop must be made in a curve or on a hill, it should be made in the middle of the curve or on top of the hill.

The bus should be positioned on the right lane portion of the highway. When possible, it is preferred that students are loaded/unloaded on door side (especially with multiple lanes of traffic). **Students who must cross the road should do so under the watchful eye of the school bus driver and the protection of the school bus warning system (students should never cross a divided roadway, see p.3 for reference).**

The driver is the most important safety component in the loading/unloading process. The yellow warning lights should be activated approximately 300 feet before reaching the designated stop.

In the morning, students should wait safely off the roadway until the bus has stopped, traffic has stopped, the door is open, and the driver signals them to load.

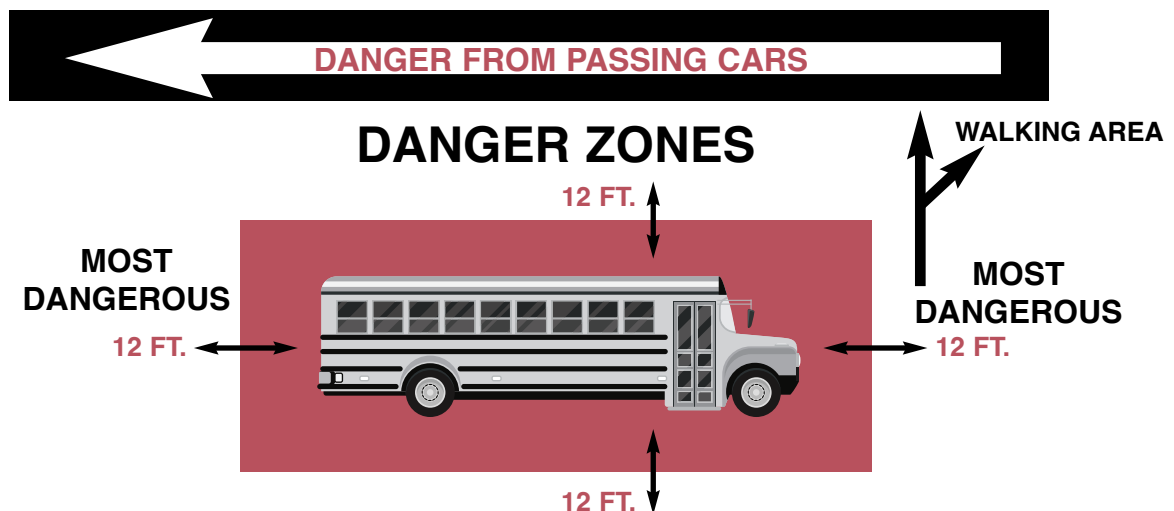
If it is necessary for students to cross the road to load or unload, they should cross at a point 12 feet in front of the bus, **NEVER BEHIND THE BUS!**

Stops should be made no less than 10 feet from the nearest passengers. Do not position the door even with the passengers; one of them might fall or be pushed in front of the bus.

The bus should not be moved or traffic released until all students have reached a point of safety on the side of the road on which they live or have boarded the school bus.

After the bus has completely stopped to load or unload passengers, you should immediately activate the red flashing lights and the stop sign. Engage the parking brake and check traffic to determine when it is safe for students to be loaded or unloaded. You, the bus driver, must account for all students.

When students are safely loaded/unloaded, check traffic, release parking brake, and deactivate the red flashing light and stop sign.





A safe loading or unloading requires several checks of the mirrors before releasing traffic or moving the bus. This will ensure that all traffic has stopped and that no students or anything else remains in the danger zones around the bus.

Drivers should watch students unloading to ensure that no articles of clothing, equipment, or other items become caught on the handrail, door handle, or other parts of the bus.

School bus stops should not be located at street intersections, near railroad tracks, or too close together. It is recommended that school bus stops be at least .2 of mile apart.



There are many dangerous situations that can develop on the school campus. **No bus should ever break the loading or unloading "line-up" by pulling around another bus or buses ahead. No bus should ever be driven backwards on the school grounds** where children are being loaded or unloaded or where there is any possibility of students being in the vicinity of the bus.

It is recommended that the warning system always be used when loading or unloading students. Under certain restricted situations, school bus drivers may be asked not to use this system. All such situations should be approved by the transportation supervisor and the principal of the school or other authorized person. (refer to p. 5)

Drivers and anyone else involved in the loading or unloading of students must understand that **students feel safe around the school bus** whether on campus or on the highways. They often do not pay as much attention to

traffic and other dangers as they should. This increases the responsibility of the driver and others in ensuring the safety of the students.

*Don't take chances!
Follow proper safety procedures!*

Student Loading/Unloading Procedures (Automatic Transmission*)

1. Check traffic, weather and road conditions to determine a safe distance needed to warn traffic of an upcoming stop.
2. Activate yellow warning lights a safe distance (at least 300 feet in rural areas and 100 feet in urban areas).
3. Stop 10-15 feet before loading or unloading area:
 - a. Activate red flashing lights and stop sign.
 - b. Apply parking brake and check traffic.
 - c. Open door when safe.
4. Students should load in an orderly fashion after the bus stops, all traffic stops and the bus driver signals them to load.
5. Students should be seated before the bus moves.
6. Before moving the bus, the driver must:
 - a. Close door.
 - b. Release parking brake and check all mirrors, especially front crossover and side mirrors.
 - c. Deactivate red flashing lights and stop sign.
7. During the loading and unloading process, the driver should COUNT the students and move the bus ONLY after ALL students are safely on the side of the road on which they live or in their seats. Be alert for students' apparel or carry-on items being caught on the bus handrail, door, door handle, etc.
8. All students who live on the left side of the road should exit first and cross in single file.

IMITATION RULE

- * **Except for specific situations defined in AL CODE 32 (ACT #2006-311), when your bus is approaching or following another bus that is loading or unloading, you should mirror the other bus' procedures. If there is any traffic between you and the other bus, use hazard lights only.**
- * **Be alert for student apparel and book bags being caught on the bus handrail, door, door handle, etc.**
- * **Never move the bus with the door open or cracked.**

Backing the Bus

Even under the most favorable conditions, backing the school bus is an extremely dangerous maneuver. The bus can be difficult to control and the driver's vision to the rear is seriously limited. When a driver thinks of backing, he should automatically think of **danger**. School bus drivers should never back a bus unless absolutely necessary.

Accident reports show that backing is one of the most dangerous maneuvers a driver can perform. You should never back a bus from a side road into a main road. This is against the law. If a turn-around is required on the route, students should be loaded before the backing is done or unloaded afterwards.

Students are generally safer on the bus during the backing maneuver. Any time backing is absolutely necessary:

- 1. Get a helper when you can.**
- 2. Activate the hazard lights.**
- 3. Blow the horn several times.**
- 4. Reduce noise on bus**
- 5. Back slowly.**
- 6. Use your mirrors.**

Always check the area into which you are backing with your naked eye before starting to back.

Take pull-ups to help improve the view of this area.
It is always better to take a pull-up than to hit anything. Do not continue to back when you cannot see what you think you should.

Mirrored vision is reduced vision.

Pavement Markings

Generally, there are four types of pavement markings: centerline striping, edge striping, crosswalks and stop-lines, and pavement messages.

Centerline Striping

The centerline is the painted stripe in the center of a road which separates the traffic proceeding in opposite directions. Under the Uniform Code, centerlines are to be painted yellow on two lane highways and white on multi-lane highways and one-way streets. Dashed lines are used in areas where there are no restrictions on passing when it

is safe to do so. In those areas where passing is not allowed, a solid yellow line is found on your side of the centerline; you may not pass. If passing is not allowed for traffic in both directions, the dashed yellow line will be replaced by two solid yellow lines.

*Do not pass unless
absolutely necessary!*

Lane dividers

When a roadway consists of two or more traffic lanes for vehicles moving in one direction, the lanes are divided by dashed white lines. These dashed lines may be crossed when passing.

Edge Striping

In many areas, the right and/or left edges of the highway are marked with a solid white line. This line indicates the outside edge of the traffic lane, and may be crossed only by traffic moving to or from the shoulder. Occasionally, yellow lines are used for left edge lines on divided roadway where traffic cannot pull entirely off the roadway, for marking of obstructions, and islands which must be passed on the right.

White solid line

A normal solid white line is used to delineate the edge of a travel lane where travel in the same direction is permitted on both sides of the line but crossing the line is discouraged. A white solid line is used for emphasis where crossing requires unusual care.

Double solid white line

A double solid white line is used to delineate a travel lane where travel in the same direction is permitted on both sides of the line, but crossing the double line is prohibited.

Crosswalks

White solid lines are used to denote school and pedestrian crosswalks at intersections and, in some cases, between intersections. A driver must stop at all crosswalks occupied by pedestrians if there are no controlling signals.

Pavement Messages

In some areas, pavement messages are used to warn of conditions ahead, such as SCHOOL ZONE, R/R CROSSING, etc. Such messages are lettered on the road surface in white paint.

Traffic Signs

A thorough knowledge of traffic signs, signals, and road markings is a must for all drivers.

You must know them well enough to recognize them immediately and, in the case of regulatory signs, obey them immediately.

Road signs have taken on a new look with greater use of symbols and pictures. These have the advantage of quicker recognition at high speeds and at greater distance. In addition to becoming familiar with the individual signs, it is important for you to recognize the shapes and colors of signs because both are coded to the signs type of message.

The three types of traffic signs are classified according to function. They are regulatory, warning, and informational.

Other signs can be found on page 55 of this handbook.

School bus safety regulations will be of little avail if drivers fail to observe safe operating practices. If tragedy is to be averted, skill, care, and adherence to the laws must be exercised consistently. In addition, to the safe operation of the school bus, it is the responsibility of the driver to see that the bus and all equipment is in proper working order and maintained at peak efficiency. Cooperation between school bus drivers, school officials, owners, parents, and students is essential in order to assure safe and comfortable transportation.



Remember:

- Do not fuel the bus with occupants aboard.
- No students should be allowed to occupy any position that would interfere with the vision of the driver.
- The school bus driver should not leave the vicinity of the bus when it is occupied by students.
- All doors should be tightly closed at all times when the bus is in motion.
- No bundles, parcels, books, lunch boxes, band or athletic equipment, student projects or the like are allowed in the aisles, blocking the doors, or restricting the driver's vision through the windows.
- Keep the bus comfortable and well ventilated at all times.
- Students should be seated any time the bus is in motion.
- The school bus driver should not transport any animals, firearms, explosives, or anything of a dangerous nature.
- The school bus driver should transport only passengers and approved school supplies and materials designated by the school administration or transportation supervisor. Never transport anything of a dangerous nature.
- Bus drivers should NEVER leave the bus running when unattended.

KNOW THE SIGNS BY THEIR SHAPES AND COLORS.



Test on Bus Operation

True or False

- _____ 1. You must know the approximate size of your bus so you can estimate whether your bus can safely clear structures with restricted width or overhead clearance.
- _____ 2. Drivers tend to underestimate bus length and distance measured in feet.
- _____ 3. Distance and speed estimation for oncoming vehicles at night is almost equal to that of daytime driving.
- _____ 4. You have more help controlling the position of your bus at an intersection in the city than you do in a rural area.
- _____ 5. One of the most common faults of school bus drivers in urban areas is that they do not stay in the proper lane of traffic.
- _____ 6. Blind and uncontrolled intersections are often found on rural roads.
- _____ 7. A basic rule for driving in adverse weather is to decrease your speed.
- _____ 8. In general, when driving on a 4-lane highway you should drive in the right lane except when you need to make a left turn.
- _____ 9. Driving within the posted speed limit is your only concern in adjusting the speed of the bus for urban, rural, residential, or highway driving.
- _____ 10. You may cross a railroad track with the door open to get better visibility.
- _____ 11. Backing should never be done unless it is absolutely necessary and should be done with extreme caution and following proper procedure.
- _____ 12. You should always unload your students before backing your bus to turn around.

Circle the correct answer

- 13. A safe procedure to follow when rounding a curve is to:
 - a. apply brakes prior to entering the curve, and slightly accelerate at mid point in curve
 - b. coast through the curve
 - c. stop before the curve and then proceed around the curve cautiously
 - d. gradually increase speed prior to entering the curve
- 14. It is illegal to stop a school bus any closer than _____ feet from a railroad track:
 - a. 15 feet
 - b. 500 feet
 - c. 300 feet
 - d. 20 feet
- 15. Which of the following should not be a part of the railroad crossing procedure:
 - a. open window
 - b. activate stop sign
 - c. set parking brake
 - d. open door
- 16. When turning at an intersection without a signal light, you should:
 - a. try to move very carefully through the flow of pedestrians
 - b. try to move through wherever there is a gap in the flow of pedestrians
 - c. wait until there are no pedestrians actually in the intersection waiting to cross
 - d. blow your horn to warn pedestrians
- 17. What must a driver do before entering a street from an alley, private road, or driveway?
 - a. Slow down and proceed with caution into the flow or traffic
 - b. You do not have to stop
 - c. Stop, yield right of way whether or not there is a stop sign
 - d. Wait until directed to proceed

CONTINUED ON NEXT PAGE

18. A school bus driver who cut the corner too closely when making a right turn, causing the wheels of the bus to go over the curb, probably is:
- unaware that it is happening.
 - a poor judge of distance in other situations, too.
 - trying to save time.
 - none of the above.
19. You are stopped in a line of traffic headed uphill waiting for the light to change. The best way to ensure that the bus does not roll backwards is to:
- keep your foot on the foot brake.
 - accelerate slightly.
 - put the bus in low gear.
 - set the parking brake.
20. Turn signals shall be given continually for at least how many feet before turning.
- 50 feet
 - 100 feet
 - 150 feet
 - 200 feet
21. If at a railroad track you have to wait for a train to pass, when the train passes, what should you do:
- release the parking brake, close the door and proceed?
 - proceed across the tracks with the door open to make sure another train is not approaching?
 - reopen the door, check all tracks again for other trains, when clear, release the parking brake, close door, and proceed with caution?
 - proceed as soon as the warning lights and/or gates are no longer working?
22. In accidents involving fatalities in the loading/unloading zones, most students killed are killed by:
- traffic not stopping for the red flashing lights and stop arm of the school bus.
 - traffic trying to pass the school bus just before it stops.
 - the school bus.
 - traffic entering from a side road.

23. Match the traffic signs below with the correct description.

- _____ 1. Warning
- _____ 2. Stop
- _____ 3. Railroad warning
- _____ 4. Information/location direction
- _____ 5. Yield right of way
- _____ 6. Regulatory
- _____ 7. Railroad crossing
- _____ 8. School zone or school crossing



24. Number the loading events in the correct order with 1 being the first thing to do, then 2 and so on.
- _____ a. Check traffic and turn on yellow warning lights.
 - _____ b. Deactivate red flashing lights.
 - _____ c. Come to a complete stop and activate the red flashing lights and stop sign.
 - _____ d. Open door completely, and allow students to board the bus.
 - _____ e. Engage the parking brake and check mirrors.
 - _____ f. Release the parking brake and check mirrors.
 - _____ g. Close door.

Defensive Driving

The term “defensive driving” is defined as: “Driving to prevent accidents in spite of the incorrect actions of others and adverse weather conditions.” It can also be stated in a formula.

Defensive driving simply means:

Recognize Decide Act
Potential + on the + in = SAFETY
Hazards Defense Time

It means that a driver should be aware of the actions of other drivers and be prepared to compensate for their mistakes to avoid an accident. Other drivers often take chances in order to avoid being behind a slow-moving, frequently-stopping school bus. School bus drivers must be aware of this and be prepared to compensate for others’ carelessness. Additionally, statistics indicate that the average driver makes one mistake every quarter mile. Know this and be ready to deal with these mistakes.

One of the most important principles of defensive driving is to **always look ahead and try to avoid dangerous situations**. You can do this if you will practice the defensive driving techniques below.

1. **Aim high in steering.** Aim your eyesight down the road for an imaginary target in the center of your lane. This is also called “driving ahead of the vehicle.”
2. **Get the “big picture.”** Get the overall picture of what is going on around you. This includes in front of the bus, on both sides of the bus, and behind the bus.
3. **Keep your eyes moving.** Don’t fix your eyes on any one object. Looking at one thing tires your eyes and you get to the point where you really don’t see what your eyes are supposed to be “focusing” on. This is a form of “highway hypnosis.” If you form the habit of looking around, it rests your eyes and allows you to see things before you get right up to them. You are better able to “size up” the changing traffic picture and road conditions. “Getting the big picture” includes regular checks of mirrors. Mirrors are likely the most important piece of safety equipment of a school bus. **USE THEM!**

4. **Leave yourself an “out.”** This is the reason for giving other drivers plenty of warning as to what you are going to do and for not following vehicles too closely.
5. **Make sure other traffic sees you.** Tap your brakes or flick your headlights. Properly using the signal lights on your bus (eight-ways, turn signals, hazards, etc.) is another way to “make sure other traffic knows what you are going to do.” Hazard lights are another good way to communicate with other drivers. The task of defensive driving is complex. It calls for concentration, reasoning, making decisions, selecting, evaluating, planning, thinking, and many other factors.

Knowledge

Knowledge is a driving quality that is essential if a school bus driver is going to avoid accidents. When a person lacks a thorough knowledge of the hazards involved in driving a school bus or when he lacks sufficient knowledge of the most desirable ways of performing certain skills, his conscious thought is not always an effective deterrent to accidents. In fact, when a driver possesses only partial knowledge of an activity, he is often filled with a false sense of security and can be even more dangerous.

As a school bus driver, your knowledge and application of sound driving practices and skills will determine your driving record. A driver who does not possess knowledge in the following areas must be considered a hazard. Ignorance is a potential hazard and recognition is simple.

Are you knowledgeable in each of these areas?

- State highway laws?
- Local rules and regulations?
- Maintenance procedures?
- Accident and emergency procedures?
- Defensive driving skills?
- First aid?

If not, the time to become knowledgeable in each area is before you drive.

Vehicle Control

You may have to deal with emergencies which, if not handled properly and promptly, could result in an accident. You must know what to do before the situation arises. You must know how to handle your bus so well that, when faced with an emergency situation, you will react almost automatically. Some of these situations include:

Running off the Road

This is not a serious emergency unless you overreact and jerk the steering wheel to get the bus back on the pavement. If you run off the pavement:

- Release the accelerator and allow the bus to slow down gradually.
- Steer straight so that your tires are not rubbing and bumping the edge of the pavement.
- Do not apply the brakes unless there is an object on the roadside you may hit.
- When your speed has been reduced sufficiently to ensure safety, check traffic in both directions and pick an interval in the traffic to return to the pavement.
- Ease the bus onto the pavement without jerking the steering wheel.

Skids

A rear-wheel skid usually occurs when a curve and/or wet section of pavement is encountered at too high a speed. If a rear-wheel skid (or side skid) should occur, simply:

- Do not apply the brakes.
- Decelerate and turn the steering wheel in the direction the rear of the bus is skidding (the direction in which you want to go).

A front-wheel skid can occur when you apply the brakes too heavily, locking them. If a front-wheel skid should occur:

- Release the brakes to allow the vehicle to decelerate.
- Reapply the brakes more carefully after the front wheels begin rolling again.

See page 24 for emergency braking on vehicles with anti-lock brakes.

Vehicle Handling

Vehicle conditions must be considered. Even though buses are basically alike, all of them have peculiarities; they “drive” differently. When a driver is first assigned to drive a bus, the driver should completely familiarize himself/herself with it before moving the bus. He should have no questions about how to operate the bus before pulling out. Feel out the brakes, check what kind of mirrors it has and how they are arranged, what kind of braking system (air, hydraulic, ABS).

No matter how carefully you drive, you must realize that all vehicles, including school buses, are subject to mechanical failures.

Tire Blowout

Consider the possibility of a tire blowout. If a front tire blows out, the bus will pull toward the side of the flat tire. For this reason you should:

- Hold the steering wheel firmly and steer straight.
- Do not apply the brakes.
- Ease off the accelerator to reduce speed.
- Move off the road onto the shoulder, stop, and park.

A rear tire blowout is not as dangerous because buses have dual rear tires. If one does go flat, the other will usually hold the bus upright, allowing the driver to stop safely.

Brake Failure

Another mechanical failure which could cause an accident is brake failure. Most school buses are equipped with dual brake systems, and if one system fails, the other will allow the driver to stop the bus without danger. If the red warning light or buzzer that indicates brake failure comes on, the driver must pull off the road and stop.

On a bus with air brakes, simply apply the parking brake.

If you experience complete brake failure on a non-air brake bus:

- Pump your brake pedal rapidly to build up pressure.
- If pumping does not enable you to stop the bus, downshift to the next lowest gear and set the parking brake.

Sudden Loss of Visibility

Another example where vehicle control is important is where there is a sudden loss of visibility. There are several conditions which can cause such a loss. To control the bus until normal visibility can be restored, you will have to use clues other than the usual visual ones.

If the headlights fail, instantly hit the dimmer switch and activate the four-way hazard lights.

- Try to keep sight of the road.
- Pull off the roadway.
- Brake slowly.
- Stop.

If a large amount of water is splashed on the windshield,

- Remove your foot from the accelerator.
- Turn on the wipers.
- At the same time, cautiously apply the service brake.

In the event of extreme weather conditions,

- Put your lights on low beam.
- Activate four-way flashers (hazard lights).
- Slow down, using the edge lines as guides.
- If the situation is too dangerous, pull off and park as far away from the pavement as possible. Never stop the school bus on the highway.
- Activate strobe light, if equipped.

Object in Path of Bus

Sometimes something may suddenly appear in the path of your bus, such as another vehicle, pedestrian, bicyclist, etc. The thing to remember is that an evasive action should only be taken when the action is safer than a collision. Always remember that you are more likely to avoid hitting anything if the unusual is always anticipated and if effective evasive action is mentally practiced over and over again until it becomes completely automatic. The driver must instantly choose between trying to stop in time or selecting an alternate “escape route” which is free from other, more hazardous obstacles.

Stopping and Following Distance

Stopping a school bus smoothly and within the limits of safety is another sign of a defensive driver. As a defensive driver, you have your vehicle under control at all times and know that braking distances increase greatly as the speed and weight of the bus increases.

Hitting Vehicles Ahead. As a rule, you have much more control over this type of collision than the head-on or rear end collision. Your judgment and driving awareness are much more of a factor because of your road position. As a result, when there is a collision with a vehicle ahead, serious questions concerning your driving must be asked.

Collisions with Vehicles from Behind. Having a collision with a vehicle behind you is no doubt a reflection on your driving habits. Your success at avoiding this kind of accident depends upon your driving practices. If you avoid tailgaters and braking violently and use your signals appropriately, you should not be involved with a collision with vehicles behind you.

Test on Defensive Driving

True or False

- _____ 1. You can use usual and unusual clues to assess how bad a hazard is before you take action.
- _____ 2. You should depend on other drivers to signal their intentions just as you signal.
- _____ 3. The condition of the shoulder of the road should not concern you if you do not intend to pull off the roadway.
- _____ 4. Drivers who do not signal prior to a maneuver are potentially hazardous.
- _____ 5. Lack of communication by other drivers on the road is not a hazard to your safe driving.
- _____ 6. Any point at which the roadway is compressed (for example, a four-lane road narrows into two lanes) represents a conflict point.
- _____ 7. You should always swerve to avoid an animal in the roadway.
- _____ 8. A “panic stop” is always better than no stop at all.
- _____ 9. Two seconds is the minimum time interval to maintain behind a vehicle you are following.
- _____ 10. If your wheels run off the paved surface on a narrow road, you should slow down and turn your wheels gradually to cut back onto the pavement.
- _____ 11. Accidents blamed on skidding or bad weather conditions are classed as “preventable.”
- _____ 12. When driving in snow or ice, you brake while negotiating turns.

- _____ 13. The more intently you fix your central vision on a particular object, the more aware you will be of clues from your larger field of indirect vision.

Multiple Choice

- _____ 14. To detect hazards, you must be able to distinguish _____ within a complex, changing traffic situation.
- a. clues
 - b. taillights
 - c. accidents
 - d. rules
- _____ 15. Your eyes should scan farther down the roadway as your speed _____.
- a. decreases.
 - b. stabilizes.
 - c. increases.
 - d. none of the above.
- _____ 16. Many collisions occur at intersections where _____ is obstructed or limited by buildings, vegetation, or parked cars.
- a. hearing
 - b. stopping
 - c. path
 - d. vision
- _____ 17. Which of these statements is not a good seeing habit when driving a school bus:
- a. aim high in steering
 - b. get the big picture
 - c. frequently turn around to check on students
 - d. keep your eyes moving
- _____ 18. The purpose of defensive driving is to:
- a. prevent bodily injury.
 - b. prevent property damage.
 - c. avoid collisions.
 - d. reduce traffic violations.
 - e. all
- _____ 19. When another vehicle is following a school bus too closely, a good defensive driver will avoid:
- a. sudden stops.
 - b. changing lanes.
 - c. flashing brakelights.
 - d. checking mirrors frequently.

First Aid

The first objective of first aid is to save life.

The immediate and temporary care given to the victim of an accident until professional medical assistance is available is called first aid.

You are not expected to be a paramedic; however, you should take a first aid course if/when available.

Four procedures should be followed:

1. Evaluation of the injury and setting priorities for treatment.
2. Maintenance of airway and respiration.
3. Evaluation of bleeding and treatment.
4. Evaluation and control of shock.

It is your responsibility to check the first aid kit on a regular basis to ensure it is properly equipped.

If fire or other immediate danger is present, then all students will be removed from your bus first. Then treat the following injuries at once.

1. **Blocked airway.** The longer you wait, the less chance a person has for survival. Ideally, breathing must be started either on their own or artificially within two minutes.
2. **Bleeding.** If a person is bleeding profusely, you have about two minutes to get the bleeding stopped.
3. **Shock.** Must be treated immediately.
4. **Broken bones.**

Now look at each of the above in more detail.

BLOCKED AIRWAY

Breathing may stop for two reasons:

1. The mouth or windpipe is blocked.
2. The brain center that controls breathing has stopped.
The person may turn blue in color, and he may be choking.

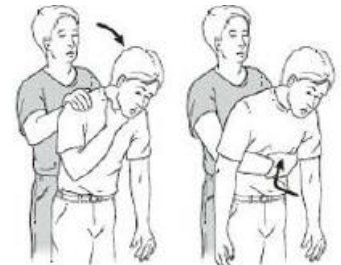


The American Heart Association recommends these steps for CPR:

1. Call 911 or ask someone else to do so.
2. Try to get the person to respond; if he doesn't, roll the person on his or her back.
3. Start chest compressions. Place the heel of your hand on the center of the victim's chest. Put your other hand on top of the first with your fingers interlaced.
4. Press down so you compress the chest at least 2 inches in adults and children and 1.5 inches in infants. "One hundred times a minute or even a little faster is optimal," Sayre says. (That's about the same rhythm as the beat of the Bee Gee's song "Stayin' Alive.")
5. If you've been trained in CPR, you can now open the airway with a head tilt and chin lift.
6. Pinch the nose of the victim closed. Take a normal breath, cover the victim's mouth with yours to create an airtight seal, and then give two, one-second breaths as you watch for the chest to rise.
7. Continue compressions and breaths – 30 compressions, two breaths – until help arrives.

Heimlich Maneuver

When an object, usually a piece of food, lodges in the throat so that it prevents breathing, the victim has just four minutes before he will suffer permanent brain damage from lack of oxygen. A choking victim is unable to breathe or make a sound.



If the victim is conscious, ask him if he can talk. If he can talk and cough effectively, do not interfere with his attempts to clear his throat. Encourage coughing.

If he is unable to make a sound, he is probably choking.

1. Strike the victim sharply, several times in rapid succession between the shoulder blades with the heel of your hand.
2. If the throat remains blocked, use the Heimlich Maneuver. With the victim standing or sitting, wrap your arms around his/her waist from behind. Make a fist with one hand and place it, thumb side down against the abdomen, between the navel and rib cage.
3. Clasp the fist with your free hand and press in with a quick upward thrust. Repeat several times, if necessary.
4. If unsuccessful, repeat blows to the back and the Heimlich Maneuver.

If the victim loses consciousness, continue with treatment for an unconscious victim as follows:

These measures may be used on children and adults. Infants and small children should be held upside down, over the arm of the rescuer, and then struck between the shoulder blades.

If the victim is unconscious and if the cause is unknown, try first to restore breathing using the mouth-to-mouth technique.

If the chest does not rise, treat for choking as follows:

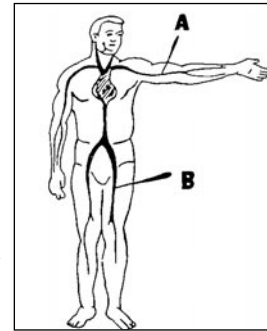
1. Roll the victim on his side, bracing his chest against your knee. Strike him sharply, several times in rapid succession, between the shoulder blades with the heel of your hand.
2. Remove any foreign matter from the mouth and begin mouth-to-mouth breathing.
3. If unsuccessful, kneel close beside the victim's hips and place the heel of one hand on the center of the abdomen, slightly above the navel and below the rib cage. Place your free hand on top of the other.
4. Press in toward the center of the chest with a quick upward thrust. Do not press to either side. Repeat several times if necessary.

5. If vomiting occurs, quickly turn the victim's head to one side. Clear the mouth and begin mouth-to-mouth breathing.

Bleeding

Arterial bleeding — Bright red blood flowing swiftly in spurts or jets.

Venous bleeding — Dark colored blood at a steady flow.



Remember:

- Blood dripping slowly from a wound is generally not serious and can be controlled.
- Blood flowing in a small steady stream may be serious but can be controlled.
- Blood flowing in a heavy stream or in large spurts indicates a serious condition, and you must attempt to bring it under control.

If severe bleeding does not stop after application of direct pressure, the pressure point technique may be required. This technique temporarily compresses the main artery against the underlying bone and nearby tissues and stops circulation to that limb. If the use of a pressure point is necessary, also continue direct pressure of the wound.

Treatment for Shock

Keep victim lying down; maintain body temperature; give fluids only if help is delayed.

Broken Bones

Do not allow victim to be moved until medical help arrives. Keep victim warm and quiet.

Bites and Stings

Types: Animal, human and insect.
Symptoms: Generally a mark where bitten or stung, swelling, pain, itching and nausea.
Care: Wash with soap and water.
Bee stings — Check with student to see if he is allergic and if he has medicine for it.
Dog bites — Obtain name of owner of dog and report to authorities.
Human bites — Likely source of infection. Report to proper authority.

Diabetic

Insulin Shock — too much insulin, not enough sugar.

- a. Rapid onset.
- b. Life threatening.
- c. Confused, shaky, dizzy.
- d. Unconscious.

Care:

- a. Place sugar, jelly from packets or something with sugar under the child's tongue.
- b. Check for medical alert tags.

Coma — too much sugar, not enough insulin; not as dangerous as insulin shock.

- a. Semi-conscious or sleepy.
- b. Air hunger.
- c. Fruity smelling breath.
- d. Flushed face.

Care:

If in doubt, treat for insulin shock. Get medical attention.

First Aid for Epilepsy

1. Keep calm when a major seizure occurs. You cannot stop a seizure once it has started. Do not restrain the patient or try to revive him.
2. Clear the area around them of hard, sharp, hot objects which could injure him. Place a pillow or rolled-up coat under his head.
3. Do not force anything between his teeth.
4. Turn his/her head to one side, and make sure breathing is not obstructed. Loosen tight clothing but do not interfere with his movements.
5. Carefully observe his/her actions during the seizure for a full medical report later. When the seizure is over, let him/her rest if they wish. The proper authorities should be notified of any medical problems.

Test on First Aid

Multiple Choice

- | | |
|---|---|
| <p>_____ 1. Who is expected to check the first aid kit?</p> <ol style="list-style-type: none">a. Supervisorb. State Department of Educationc. Bus driverd. Paramedic | <p>_____ 3. Blood flowing in large spurts:</p> <ol style="list-style-type: none">a. indicates arterial bleeding.b. indicates venous bleeding and is easily controlled.c. demands a tourniquet be applied. |
| <p>_____ 2. When a child is choking and unable to breathe,</p> <ol style="list-style-type: none">a. lay him flat on floor.b. encourage coughing.c. perform the Heimlich Maneuver. | <p>_____ 4. Swelling, itching and nausea are usually signs of:</p> <ol style="list-style-type: none">a. diabetic shock.b. an epilepsy seizure.c. an insect bite.d. shock. |

True or False

- _____ 5. A choking victim is unable to breathe or make a sound.
- _____ 6. Blood dripping slowly from a wound is generally easily controlled.
- _____ 7. Direct pressure applied to the wound will usually stop bleeding.
- _____ 8. A student experiencing an epileptic seizure should not have his movements restrained.
- _____ 9. Body temperature should be kept constant for a person in shock.

Accidents, Emergency Stops & Evacuations

What To Do in the Event of an Accident

With careful driving habits, you may never be involved in an accident. However, the fact remains that a percentage of school bus drivers will be involved in an accident sometime in their driving career. Driving defensively will ensure that if you have such an accident, it will more likely be a very minor one.

There are two essentials to your conduct at the scene of an accident:

1. You must get as much information as possible about the accident and report it to the school system.
2. You must be courteous to those involved in the accident, including the police, any witnesses, and to any bystanders with whom they may come in contact.

You are responsible for protecting yourself and the school system by doing nothing that would reflect negatively on your dedication as a professional or on the school system.

Section 32-10-1

(movement of school bus involved in crash)

Accidents involving death or personal injuries.

(a) The driver of any motor vehicle involved in an accident resulting in injury to or the death of any person, or in damage to a motor vehicle or other vehicle which is driven or attended by any person, shall immediately stop such vehicle at the scene of such accident or as close thereto as possible and shall then forthwith return to and in every event shall remain at the scene of the accident until he or she has fulfilled the requirements of Section 32-10-3.

Every such stop shall be made without obstructing traffic more than is necessary.

Always Remember

1. **Stop.** Failure to do so if you are involved is against state law. You could be arrested.
2. **Assist** all injured persons, but do not move them unless their safety is involved. Send someone to call for medical assistance and to call the school system. Be sure to give exact location, extent of injuries, and condition of your passengers.

3. **Protect** the scene and the bus. Set out warning devices as required.
4. **Complete** preliminary accident forms. Get the names and addresses of all witnesses – both for you and against you. Get the license number of any other driver involved.
5. **Be professional.** Give your name, license number and school system name. Do not discuss the accident with anyone except the police and school officials.

*Admit nothing, promise nothing,
and do not argue.*

6. **Do not move the vehicle** until law enforcement officials arrive. (refer to p. 3 Title 32). Make pictures if possible.
7. **Every accident must be reported to your supervisor. There are no minor accidents involving a school bus! The rules of the State Department of Education require all accidents to be reported to the Alabama State Department of Education.**

Remember the information you need for your accident report:

- Vehicle number, driver's name and address.
 - Date, time, weather, and direction of travel.
 - Damage to vehicle.
 - Name of owner of other vehicle or property, address, license number, make and model of vehicle, and damage to other vehicle.
 - Injuries to persons involved, their names, addresses, extent of injuries.
 - List of passengers on the bus and in other vehicle(s).
 - Names and addresses of passengers in other vehicles.
 - Name of insurance companies involved.
 - Name of police at scene.
 - Diagram of accident scene.
8. **Every accident should be reported to the Alabama Department of Education by the local school system (follow all LEA procedures post accident).**

Emergency Stops

Some situations may occur on the school bus that require the driver to make an emergency stop. Examples of this could be:

- Fight on the bus
- Sick child
- Mechanical issues

Every situation is different, and the driver must make a judgement call to decide the safest action to take. If a school bus driver determines that an emergency stop is necessary, the procedures below should be followed.

Emergency Stop Procedures

- ✓ Search for a safe place to pull completely off the road and activate right turn signal;
- ✓ Once completely and safely off the road and stopped, immediately set the parking brake, place transmission in neutral, activate hazard lights and turn wheels away from the road;
- ✓ When returning to road, release parking brake, place transmission in drive, deactivate hazard lights and activate left turn signal;
- ✓ ALWAYS document unscheduled stops.

Evacuation Drills

In an emergency, it is possible for children to injure each other by everyone trying to get off of the bus at the same time. Federal Guideline 17 provides that evacuation drills be conducted at least twice each school year. Students who are transported in a school vehicle shall participate in these drills. Almost every student will be a passenger during his school career. Evacuation drills should be conducted on the school campus.

Practicing safe and orderly unloading every day is the best way to be prepared for an emergency.

There are three primary ways to evacuate a bus.

1. Everyone exits through the front door.

2. Everyone exits through the emergency exit door (sit and slide).
3. Front half uses the front door and the back half uses the rear emergency exit door.

Using both exits simultaneously is the fastest method of getting students off the bus.

Other emergency exits include emergency windows and roof hatches. However, these emergency exits should be used only when it is not possible to use the front door and the rear emergency door. Examples of this include a bus rollover or fire, or collisions which prohibit the use of the doors.

Any time the bus is in a hazardous position, evacuation should be considered. Evaluate the situation and ask yourself, "Are the students safer away from the bus?"

Example: You would not necessarily evacuate for a flat tire or deep snow, in extreme cold or intense lightning.

The welfare of the students is your main concern.

Hold your evacuation drill on school property, not on your bus route. Have students move 100 feet from the bus and assemble into a group. There is an urgent need, due to the increased number of students being transported and the ever-increasing number of accidents on the highways, to instruct students on how to properly vacate a school bus in case of an emergency. It is possible for students to block the emergency door if all are trying to get out at the same time. There is also a possibility of danger when students jump from an emergency door exit. To avoid these situations, schools should organize and conduct emergency exit drills for all students who ride the school bus on daily routes and on activity trips.

Reasons for Mandatory Emergency Evacuations:

1. **Fire or danger of fire.** Being near an existing fire and unable to move the bus, or being near gasoline or other combustible material is considered to be in danger of fire, and students should be evacuated. The bus should be stopped and evacuated immediately if the engine or any portion of the bus is on fire. Students should be moved to a safe place 100 feet or more from the bus and instructed to remain there until the driver has determined that the danger has passed.

2. **Unsafe bus position.** When the bus is stopped because of an accident, mechanical failure, or road conditions, the driver must determine immediately whether it is safer for students to remain on board or to evacuate the bus. The stopped position of the bus may change and increase the danger (e.g., a bus comes to rest near a body of water or at a precipice where it could still move and go into the water or over a cliff). The driver should be certain that the evacuation is carried out in a manner which affords maximum safety for the students.
3. **Railroad crossings.** The driver must evacuate the bus when the final stopping point is in the path of a train or adjacent to railroad tracks. The stopped position of the bus is such that there is danger of collision.
4. **Sight distance.** In normal traffic conditions, the bus should be visible for a distance of 300 feet or more. A position over a hill or around a curve where such visibility does not exist should be considered reason for evacuation.
5. **Presence of a tornado.** Follow LEA Procedures.

IMPORTANT FACTORS PERTAINING TO SCHOOL BUS EVACUATION DRILLS:

1. Safety of students is of the utmost importance and must be first considered. The bus is secondary to the safety of the passengers.
2. All drills should be supervised by the principal or by persons assigned to act in such a capacity.
3. Written consent from parents or guardians should be obtained before selecting a pupil as a leader.
4. The bus driver is responsible for the safety of the students. When the driver is incapacitated and unable to direct the evacuation, school patrol members, appointed students, or adult monitors should be authorized to direct these drills. It is important to have regular substitutes available.

Pupils selected to assist with evacuation drills should possess the following qualifications:

- a. Maturity.
- b. Good citizenship.
- c. Residence near end of bus route.

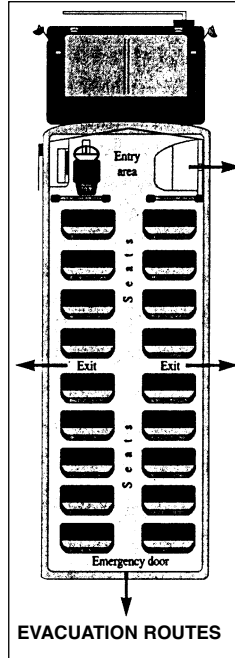
Selected students should know how to:

- a. Turn off ignition switch.
 - b. Set emergency brake.
 - c. Summon help when and where needed.
 - d. Open doors and other emergency exits, and account for all students passing his exit.
 - e. Set out reflectors.
 - f. Help younger and disabled students off bus.
 - g. Perform other assignments.
5. Drills should be conducted at beginning of 1st semester and beginning of 2nd semester. Drills should be conducted when the bus arrives at the school campus with the students.
 6. **Drills should be restricted to school property and conducted under the supervision of school officials.**
 7. Types of drills should be varied.
 8. The driver should stay in the bus during evacuation drills. Set the parking brake and turn the ignition off.
 9. Students should not be permitted to take lunch boxes, books, etc., with them when they leave the bus. The objectives are to get students off safely in the shortest time possible and in an orderly fashion.
 10. Students should travel a distance of at least 100 feet from the bus in an emergency drill and remain there until given further directions.
 11. All students and drivers should participate in the drill, including those who ride only on special trips.
 12. All students should be instructed in emergency evacuation drills including students that do not ride on a daily basis.
 13. Students should be instructed in how and where to obtain assistance in emergencies.

SUGGESTED EVACUATION PROCEDURE

1. Park the bus as close to the shoulder of the road as possible.
 - a. Turn hazard lights on.
 - b. Set the parking brake.
 - c. Turn engine off.
2. Stand facing the rear of the bus.
3. Give the command: "Remain seated; prepare to evacuate."

4. Turn toward the front of the bus.
5. Move backwards to the first occupied seat.
6. Starting with either the left or the right seat:
 - a. Touch the shoulder of the person nearest to the aisle to indicate that the passengers in that seat are to move off the bus.
 - b. Keep the passengers in the opposite seat seated by holding the hand, palm out in a restraining gesture, until aisle is clear.
 - c. Move out the passengers in the opposite seat, using the same signal.



7. Call or have someone call the fire department, the garage, and the school, as necessary. A fire at the front of the bus may make the regular entrance unusable and an alternate route of evacuation necessary. Normally, the front entrance will be available, but the emergency door can be used as the primary exit. Evacuation through both doors is fastest, with the rear monitor working forward seat by seat and the driver working backward seat by seat. Newer buses have emergency window exits on each side. Always evacuate the bus if fuel must be added enroute. Check local policies about special education bus procedures.

GENERAL SAFETY RULES

1. No written procedure can cover every type of emergency that may arise. However, the procedures listed here should be followed as closely as possible.
2. Get students completely out of danger before attempting any other action.
3. Do not endanger yourself by fighting a fire; follow your training to the extent of your training.
4. Do not allow students to re-enter the bus.

Accidents involving death or personal injuries.

- (a) The driver of any motor vehicle involved in an accident resulting in injury to or the death of any person, or in damage to a motor vehicle or other vehicle which is driven or attended by any person, shall immediately stop such vehicle at the scene of such accident or as close thereto as possible and shall then forthwith return to and in every event shall remain at the scene of the accident until he or she has fulfilled the requirements of Section 32-10-3.



*Remember, a bus
can be replaced.
A student can not.*

Test on School Bus Accidents & Emergency Evacuation

True or False

- _____ 1. All school bus collisions must be reported to the local supervisor and to the Alabama State Department of Education.
- _____ 2. All school bus collisions should be reported to the Alabama Department of Education by the local school system.
- _____ 3. When involved in a collision, admit nothing, promise nothing, and do not argue.
- _____ 4. Always assist any injury and move them to a safe place until medical personnel arrive.
- _____ 5. School bus emergency evacuations drills should be conducted beginning of 1st semester and beginning of 2nd semester.
- _____ 6. School bus emergency evacuations drills should be conducted on your route to make it as real as possible.
- _____ 7. During intense lightning or severe weather, you should evacuate the bus and take refuge in a ditch or low-lying area.
- _____ 8. If a school bus is stalled on railroad tracks, evacuate immediately.
- _____ 9. When conducting a rear emergency evacuations drill, older students should sit and slide out of the rear door first to help the younger children.
- _____ 10. There are two primary ways to evacuate a school bus; front door evacuation and rear door evacuation.

Transporting Students with Special Needs

TRANSPORTING STUDENTS WITH SPECIAL NEEDS

Bus drivers should be aware of the fact that virtually every school bus transports students who have some type of disability or special need. However, the vast majority of these students need no special treatment while on the school bus, and should follow the same rules and regulations for bus ridership that apply to other students. In this case, those students will not be identified to the bus driver since their disability does not affect their transportation.

If a student requires any type of special accommodations while on the regular bus, the student's Individualized Education Plan (IEP) or 504 Plan will indicate that Transportation is a "Related Service" and will specify exactly what is needed. These plans are developed annually by a team of school professionals who are knowledgeable about the individual student's needs and available services, along with the parents or guardians of the student (*see Federal Law - IDEA*). Subsequently, the bus driver should be notified and given specific instruction on how to manage the student's needs. In some cases it is necessary for the bus driver to participate in these meetings, in order to develop an appropriate plan for a student.

Examples of special needs a regular bus driver might encounter include the following: (1) medical or health impairment (i.e., diabetes, severe allergies, seizure disorders, or chronic illness); (2) mild physical/orthopedic impairment; (3) speech impairment; (4) hearing impairment; (5) visual impairment; (6) mild intellectual disability; (7) mild autism or Asperger's Syndrome; (8) Attention Deficit Disorder (ADD) or Attention Deficit Hyperactive Disorder (ADHD); and/or (9) other mild behavioral or emotional issues. Accommodations on the bus could include, among others: (1) assistance to board and/or disembark from the school bus; (2) peer helpers; (3) preferential seating; (4) special seating equipment; (5) medical supplies/equipment; (6) a Behavioral Intervention Plan (BIP); (7) additional support personnel, such as an aide; (8) a special emergency evacuation plan; and/or (9) additional driver/aide training. Students with more serious



disabilities are typically placed on a separate, specially-equipped school bus with personnel trained to manage their needs, or other arrangements will be made, according to their IEP.

Do not hesitate to ask for additional information and/or training if you are unsure about how to respond to the needs of a student with a disability on your bus. Remember, however, that all student information is confidential (*See Federal Law - FERPA*). As with all students, any issues that present a safety hazard on the school bus should be reported to administrative staff immediately.

The United Spinal Association has developed a booklet entitled *DISABILITY ETIQUETTE: Tips on Interacting with People with Disabilities*. Some suggestions from that document that might be helpful when transporting students with disabilities could include:

1. Ask before you help. Offer assistance only if the person appears to need it or if they ask for it.
2. Be sensitive about physical contact. Avoid grabbing them, even if your intention is to assist. Instead, offer your arm or other assistance. Remember: People with disabilities consider their equipment part of their personal space. Be respectful.
3. Think before you speak. Talk to them as you would to anyone else.

4. Don't make assumptions. Just because a person has a disability does not mean that they are helpless.
5. Put the person first. Say "student with a disability" rather than "disabled person." Avoid outdated or negative terms like "handicapped" "crippled" or "retarded."
6. Speak clearly and distinctly, and at a normal volume, unless otherwise instructed.
7. People with disabilities are individuals. Their disability alone does not define them.

For more information, please visit www.unitedspinal.org.

FEDERAL SPECIAL EDUCATION LAWS

The **AMERICANS WITH DISABILITIES ACT (ADA)** guarantees equal opportunity for individuals with disabilities, and requires accessibility to all educational services, including transportation.

The **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)** protects the privacy of student education records. Bus drivers and bus aides should know that ALL student information is confidential. Information about students should only be discussed with others who have a "need to know" according to the law. Bus drivers can be held personally liable for breach of confidentiality if they disclose personally identifiable information about a student to someone who does not qualify in this category.

The **INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA)** requires public schools to make available to all eligible children with disabilities a free appropriate public education (FAPE) in the least restrictive environment (LRE) appropriate to their individual needs. IDEA requires public school systems to develop an appropriate **Individualized Education Plan (IEP)** for each child. The specific special education and related services outlined in each IEP reflect the individualized needs of each student. IDEA also mandates that particular procedures be followed in the development of the IEP. Each student's IEP must be developed by a team of knowledgeable persons and must be reviewed at least annually.

SECTION 504 OF THE REHABILITATION ACT OF 1973 states that "no qualified individual with a disability in the United States shall be excluded from, denied the benefits of, or be subjected to discrimination under" any program or activity that receives Federal financial assistance. There are some students with a disability who do not qualify for special education services but do qualify for accommodations in the school environment, including the bus, under this law. Those students will have a "504 Plan" detailing those accommodations, and bus drivers will be informed of their special needs. **In addition, no student with a disability may have a shortened school day, unless provided for in the IEP or 504 Plan.** Students with disabilities must be in their classrooms from the beginning bell of the school day until the ending bell of the school day. Students with disabilities may not have a shortened school day due to transportation schedules, administrative convenience, or parent and/or bus driver preferences.

THE SPECIAL NEEDS BUS

Transporting students with disabilities to and from school every day is a huge responsibility. In order to manage the individual needs of their student riders and their equipment, drivers and bus aides must be dedicated, well-trained and well-informed. This often requires participation in the IEP process, as well as routine communication with other IEP team members (i.e., teachers, therapists, nurses, administrators). In addition, bus drivers and aides on a special needs bus may be required to attend training sessions throughout the school year to remain updated on equipment and current practices and procedures.

Most students assigned to the special needs bus are picked up at their home, not at a typical bus stop. This requires a



pre-inspection of the stop by transportation personnel to ensure that the stop is safe and manageable. Routes for special needs buses change often, as children are placed on or removed from the bus. Bus drivers must be flexible and understanding of these changes, and willing to work with transportation administrators to provide safe, efficient routing. In addition, as with any school bus driver, any developing concerns and/or unsafe conditions at the bus stop should be reported to the transportation supervisor immediately.

SPECIALIZED EQUIPMENT

Bus equipped to transport students with disabilities could include the following specialized equipment:

- Lift
- Wheelchair Tie-Down and Occupant Restraint Systems (WTORS)
- Child Safety Restraint Systems (CSRS) and Seat Belts
- Other specialized equipment (i.e., oxygen tanks, wheelchair lap trays, crutches, walkers, canes, medical supplies and equipment) and appropriate securements.
- Accommodation for service animals
- Two (2) seat-belt cutters
- Two (2) emergency evacuation blankets

Additional information can be found in the *Alabama Minimum Specifications for School Buses*.

WHEELCHAIR LIFT OPERATION PROCEDURES

The driver and aide on a special needs bus must be trained on both the electronic and manual operation of the lift, and must perform a pre-trip inspection of the lift prior to each route.

Loading manual wheelchairs:

- Set the emergency brake on the school bus and place the bus in neutral.
- Open the lift-door and secure it to the bus to prevent accidents.
- Push the “unfold” button on the control pad.
- Push the “down” button on the control pad. Release the button as soon as the lift touches the ground to avoid damaging the lift mechanism.

- Make sure that the lift stop plate is in working order.
- **A student loaded on the lift must be seated and secured in a sturdy wheelchair or stroller with operable brakes.**
- **No one should stand while on the lift.**
- Back the wheelchair onto the lift, with the heaviest part of the wheelchair near the bus.
- Ensure that the wheelchair footrest has cleared the raised safety guard on the lift and that the student’s arms and legs are safe.
- Lock the brakes.
- Step away from the lift while maintaining a secure hold on the wheelchair.
- Raise the lift to bus level.
- Release the wheel-chair brake and pull the wheelchair inside the bus.
- Position the wheel-chair in the secure-ment station, **facing forward.**
- Lock the brakes.
- Stow the lift.
- Close and secure the lift door.



Unloading manual wheelchairs:

- Set the emergency brake on the school bus and place the bus in neutral.
- Open the lift-door and secure it to the bus to prevent accidents.
- Push the “unfold” button on the control pad.
- Remove occupant restraints and wheelchair securements, then release the wheelchair brakes.
- Push the wheelchair onto the lift, facing away from the bus.
- Lock the brakes.
- Step away from the lift while maintaining a secure hold on the wheelchair.
- Lower the lift to ground level. Release the button as soon as the lift touches the ground to avoid damaging the lift mechanism.
- Release the wheelchair brake and safely guide the wheelchair off the lift.
- Raise and stow the lift.
- Close and secure the lift door.

Loading Motorized (Powered) Wheelchairs:

- Back the wheelchair onto the lift. A student who is physically and cognitively able may back themselves onto the lift.
- Turn off the power to the wheelchair.
- Secure the manual wheel locks (if present).
- Raise the lift while maintaining a secure hold on the wheelchair.
- When the lift is at bus level, disengage the gears and pull the chair inside the bus. The power may be turned on to maneuver the wheelchair into place for securement.
- Position the wheelchair facing forward.
- Lock the brakes.

Unloading Motorized (Powered) Wheelchairs:

- Release the wheelchair brakes.
- Make sure the power is turned off.
- Disengage the gears and push the wheelchair onto the lift, facing away from the bus.
- Reengage the gears.
- Lock the brakes.
- Lower the lift while maintaining a secure hold on the wheelchair.
- Turn the power on.
- Release the wheelchair brake and safely guide the wheelchair off the lift.
- Raise and stow the lift.
- Close and secure the lift door.

For instructions on securing a wheelchair inside the bus, speak to your supervisor and/or driver trainer.

Additional information may be found at

http://www.travelsafer.org/RideSafe_Web.pdf.

CHILD SAFETY RESTRAINT SYSTEMS (CSRS)

Some students require the use of a special seating device, called a Child Safety Restraint System. These could include car seats, STAR seats, Pro-Tech Securements, PCR seats, Safety Vests, Integrated Child Safety Seats or other devices. The use of such devices requires



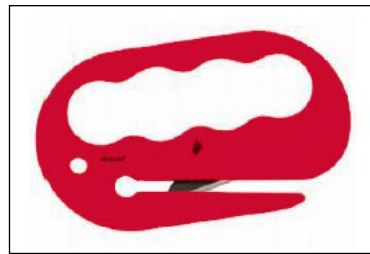
training on the appropriate installation, fit and securement of the device, as well as daily inspection to ensure fitness for use. The website for the National Highway Traffic Safety Administration (NHTSA) contains an excellent training video for the use of CSRS at www.nhtsa.gov.

SEAT BELTS

Some school buses have seat belts installed on their bus bench seats, both of which must meet Federal Motor Vehicle Safety Standards. The term “seat belt” includes both lap belts and lap/shoulder belt systems. If a student’s IEP specifies the use of a seat belt, the driver and aide must be trained on how to properly secure the passenger, ensuring that the lap belt portion of the seat belt is positioned low across the pelvic region near the upper thighs, not across the abdomen of the passenger. The shoulder belt should be positioned diagonally across the middle of the shoulder and the center of the chest and connect to the lap belt near the hip of the passenger. Drivers and aides should receive training on this procedure. **Do not use seat belts to restrain students unless it is specified in their IEP.**

SEAT BELT CUTTERS

In each special needs bus, there must be two (2) seatbelt cutters, one in the driver’s compartment and one in an accessible location towards the rear of the bus. Because many students with disabilities are transported using Child Safety Restraint



Systems (CSRS), seat belts or wheelchairs, the second seat belt cutter will be available to the attendant to expedite the evacuation process, should it be necessary.

Drivers and aides should be trained in their use, and make sure that both cutters are present and accessible when doing the pre-trip inspection of the bus.

EVACUATION BLANKETS

Also required in a special needs bus are two (2) evacuation blankets. These should be mounted on the wall in the rear of the bus, and used to drag students who are non-ambulatory towards the available emergency exit, remove students from the bus and carry or drag them to a safe location. Drivers and aides should be trained on their use and should inspect them regularly.

OTHER SPECIALIZED EQUIPMENT

Other specialized equipment that may be transported and/or used on a special needs bus could include oxygen tanks, wheelchair lap trays, crutches, walkers, canes, and medical supplies and equipment, such as suction machines, diabetic supplies, and seizure and allergy medicines. In addition, service animals may be transported for a student whose disability and IEP require the animal to be in attendance with the student. Proper handling, use, and securement of all specialized equipment is a critical component of employee training which must occur prior to its addition on the school bus.



Please note: The presence of a nurse or other medical professional may also be required for some students with significant health issues.

EMERGENCY EVACUATION OF THE SPECIAL NEEDS BUS

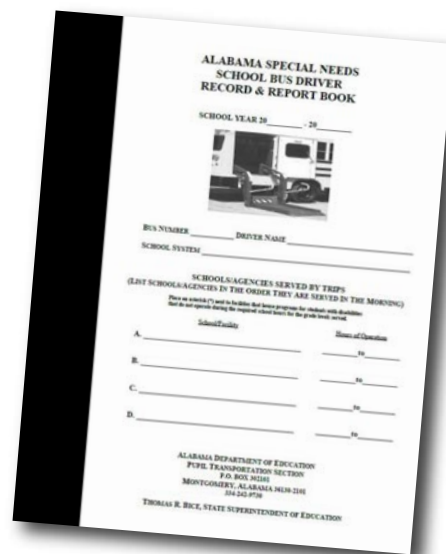
Drivers and aides on special needs buses must devise a written plan for the emergency evacuation of their students prior to the first evacuation drill each year, and must reevaluate the plan each time a student is added or removed from the route. Understanding each student's abilities and disabilities will help in developing a plan that will work. It may be necessary to seek assistance from school personnel (i.e., PT, OT, Nurse, Teacher, Administrator) in the development of the plan for individual students. Evacuation drills must be practiced at least twice per year, once early in the first semester and once early in the second semester. Documents to assist in developing this plan are included in the *Alabama Special Needs School Bus Driver Record & Report Book*.

RECORD-KEEPING

Drivers of special needs buses must complete the documents in the *Alabama Special Needs School Bus Driver Record & Report Book*. Completion

of the reports found in this book is required by law and must be accurate and true. The "School Bus Monthly Route Report" requires daily documentation of morning unloading times and afternoon loading times of students at each school served, in addition to the student count. The "School Bus Pre-Trip Inspection Record" includes specialty items found in a special needs bus, as well as those on a regular bus. It is important to complete the "Special Needs Student Roster" and the "Special Needs Seating Chart," indicating positions of wheelchairs inside the bus.

When information regarding the special needs of a student assigned to the special needs bus is shared with the bus driver and bus aide, they must sign a document indicating receipt of that information. They must also understand that it is imperative that they protect the privacy of the students assigned to their bus according to FERPA (*See Federal Laws – FERPA*). There must be a local plan in place for the storage of this information.



Test on Transporting Students with Special Needs

Multiple Choice

- _____ 1. A special needs bus driver may discuss a child's condition with
 - a. neighbors
 - b. his/her spouse
 - c. his/her clergy
 - d. those that "need to know" as per law

- _____ 2. The letters "IEP" stand for
 - a. Individualized Education Plan/Program
 - b. Instructional Education Plan
 - c. Instructions for Exceptional Persons
 - d. Inservice for Exceptional Program

- _____ 3. Special Needs buses may be equipped with
 - a. a wheelchair lift
 - b. child safety restraint systems
 - c. seat belt cutters
 - d. all of the above

- _____ 4. Where might a school bus driver go online to learn more about Child Safety Restraint Systems?
 - a. Facebook.com
 - b. ESPN.com
 - c. nhtsa.gov
 - d. none of the above

- _____ 5. Emergency evacuation plans for special needs school buses should include:
 - a. a written plan
 - b. periodic reevaluation of the plan
 - c. actual practice
 - d. All of the above

True - False

- _____ 6. It is not important that all forms be completed in the *Alabama Special Needs School Bus Driver Record & Report Book*.

- _____ 7. It is possible that a "Service Animal" accompanies a child while riding the school bus.

- _____ 8. If seatbelts or other types of child safety restraint systems are required for transporting a student, drivers and aides should receive special training.

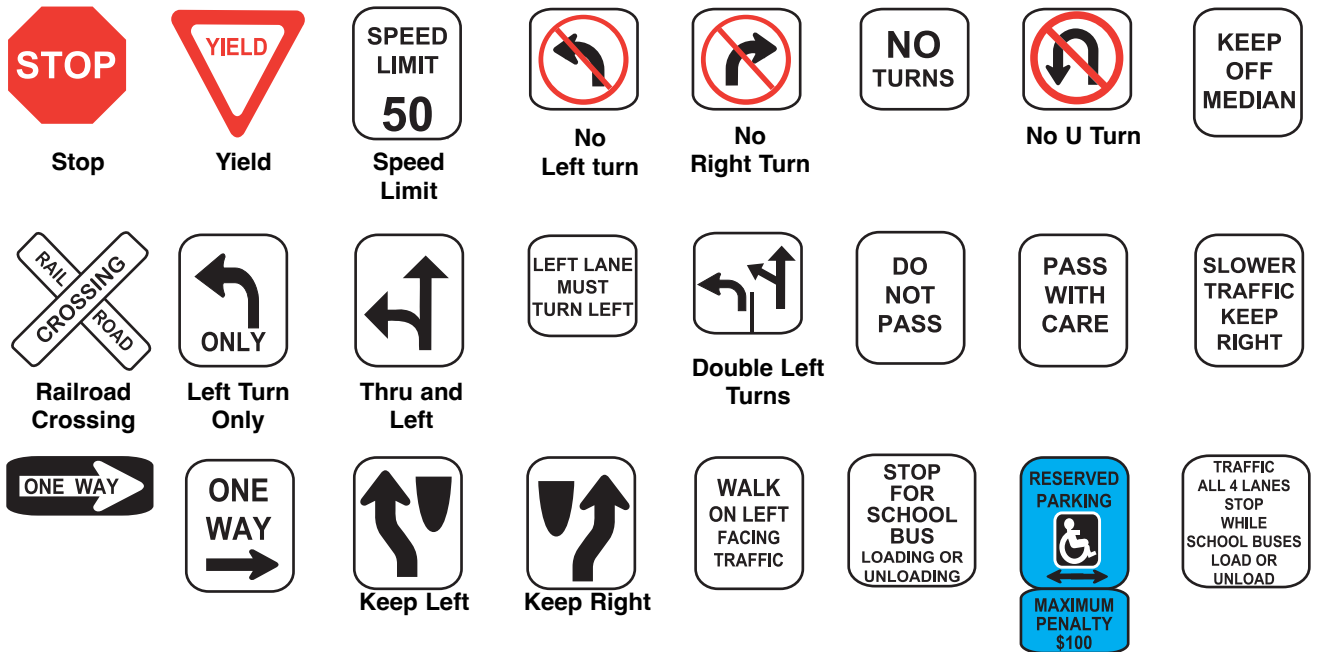
- _____ 9. All children with disabilities are helpless, therefore it is important that you make informed decisions for their safety.

- _____ 10. Special needs school bus drivers need to be dedicated, well-trained and well-informed.

ALABAMA ROAD SIGNS

It is the language you must know well if you are to drive safely. In recent years, traffic signs throughout the United States have taken on a new look. In many cases symbols and pictorial silhouettes have replaced words. They provide instant communication for those who might have trouble reading or for those who speak another language. It is important to know their shapes and colors.

REGULATORY SIGNS



CAUTION/WARNING SIGNS



----- Procedures for -----

Loading, Unloading, Railroad Crossings, and Backing

RULES TO LOAD AND UNLOAD STUDENTS

1. The driver should NEVER change stops. Unsafe situations should be reported to the supervisor.
2. Students should load or unload ONLY at their school or designated stop.
3. Stops should be visible at least 500 feet in both directions.
4. Stops should be at least 100 feet from railroad tracks and intersections.
5. Stops on interstate highways are prohibited.
6. Students should NOT cross a median or divided highway.
7. Students should wait on the side of the road on which they live.
8. Students should cross the street 10 feet in FRONT of the bus - NEVER behind the bus.
9. STOPS should always be in the RIGHT, OUTSIDE LANE, NEVER in the left lane (NEVER in a TURN LANE and NEVER WITH A TURN LANE TO THE RIGHT OF THE BUS).
10. Normally, students are safer ON the bus when the bus is backing.
11. Always communicate with students. Use both verbal and non-verbal (hand signals) directives when loading and unloading.

DRIVER PROCEDURE

1. Check traffic, weather and road conditions to determine a safe distance needed to warn traffic of an upcoming stop.
2. Activate yellow warning lights a safe distance (at least 300 feet in rural areas and 100 feet in urban areas).
3. Stop 10 feet before loading or unloading area:
 - a. Activate red flashing lights and stop sign.
 - b. Apply parking brake and check traffic.
 - c. Open door immediately.
4. Students should load in an orderly fashion after the bus stops, all traffic stops and the bus driver signals them to load.
5. Students should be seated before the bus moves.

6. Before moving the bus, the driver must:
 - a. Close door.
 - b. Release parking brake and check all mirrors, especially front crossover and side mirrors.
 - c. Deactivate red flashing lights and stop sign.

During the loading and unloading process, the driver should COUNT the students and move the bus ONLY after ALL students are safely on the side of the road on which they live or in their seats. Be alert for students' apparel or carry-on items being caught on the bus handrail, door, door handle, etc. All students who live on the left side of the road should exit first and cross in single file.

RAILROAD CROSSINGS

1. Check traffic in front and behind the bus. Position the bus in the right lane nearest to the roadside.
2. Activate hazard lights (500 feet is a good "rule of thumb") before the crossing or at the railroad warning sign.
3. Have students trained to be quiet and still. Turn off heaters, defrosters, fans, radio, and open the window.
4. Stop no closer than 15 feet nor farther than 50 feet from the nearest track.
5. Immediately apply parking brake and open door. Look and listen. If train is approaching, close door until it passes.
6. When clear, close door and release parking brake. Never move the bus with the door open.
7. Cross the tracks as quickly and safely as possible.
8. Turn off hazard lights after crossing tracks and resuming normal speed.

BACKING PROCEDURE

1. Helper seated in back seat of bus.
2. Hazard lights.
3. Horn.
4. Check all mirrors constantly and over both shoulders.
5. Back slowly and no farther than necessary.

Always back with students on the bus. Load and then back — back and then unload. Be certain to visually inspect the area behind the bus BEFORE BACKING!

----- Procedures for ----- Conducting Emergency Evacuation

There is an urgent need, due to the increased number of students being transported and the ever-increasing number of accidents on the highways, to instruct students on how to properly vacate a school bus in case of an emergency. It is possible for students to block the emergency door if all are trying to get out at the same time. There is also a possibility of danger when students jump from the rear emergency door exit. To avoid these situations, schools should organize and conduct emergency exit drills for all students who ride the school bus.

Mandatory evacuations:

1. **Fire or danger of fire.** Being near an existing fire and unable to move the bus, or being near the presence of gasoline or other combustible material is considered danger of fire, and students should be evacuated. The bus should be stopped and evacuated immediately if the engine or any portion of the bus is on fire. Students should be moved to a safe place 100 feet or more from the bus and instructed to remain there until the driver has determined that the danger has passed.
2. **Unsafe position of the bus.** When the bus is stopped because of an accident, mechanical failure, road conditions, or human failure, the driver must determine immediately whether it is safer for students to remain on board or to evacuate the bus. The stopped position of the bus may change and increase the danger (e.g., a bus comes to rest near a body of water or at a precipice where it could still move and go into the water or over a cliff). The driver should be certain that the evacuation is carried out in a manner which affords maximum safety for the students.
3. **Railroad tracks.** The driver must evacuate the bus when:
 - a. The final stopping point is in the path of a train or adjacent to railroad tracks.
 - c. The stopped position of the bus is such that there is danger of collision.

4. **Sight distance.** In normal traffic conditions, the bus should be visible for a distance of 300 feet or more. A position over a hill or around a curve where such visibility does not exist should be considered reason for evacuation.

Important factors pertaining to school bus evacuation drills:

1. Safety of students is of the utmost importance and must be first considered.
2. All drills should be supervised by the principal or by persons assigned to act in a supervisory capacity.
3. The bus driver is responsible for the safety of the students. When the driver is incapacitated and unable to direct the evacuation, school patrol members, appointed students or adult monitors should be authorized to direct these drills. It is important to have regular substitutes available. Written consent from parents or guardians should be obtained before assigning a pupil as a leader.

Pupils assigned to assist with evacuation drills should possess the following qualifications:

- a. Maturity
- b. Good citizenship
- c. Residence near end of bus line

Assigned students should know how to:

- a. Turn off ignition switch,
 - b. Set emergency brake,
 - c. Summon help when and where needed,
 - d. Open and close doors, and account for all students passing his exit,
 - e. Help small students off bus, and
 - f. Use radio to contact school officials, and
 - g. Perform other assignments.
4. Drills should be scheduled in a manner similar to fire drills held regularly in schools. They should be held more often during fall and spring months and conducted when the bus arrives at the school building with the students.

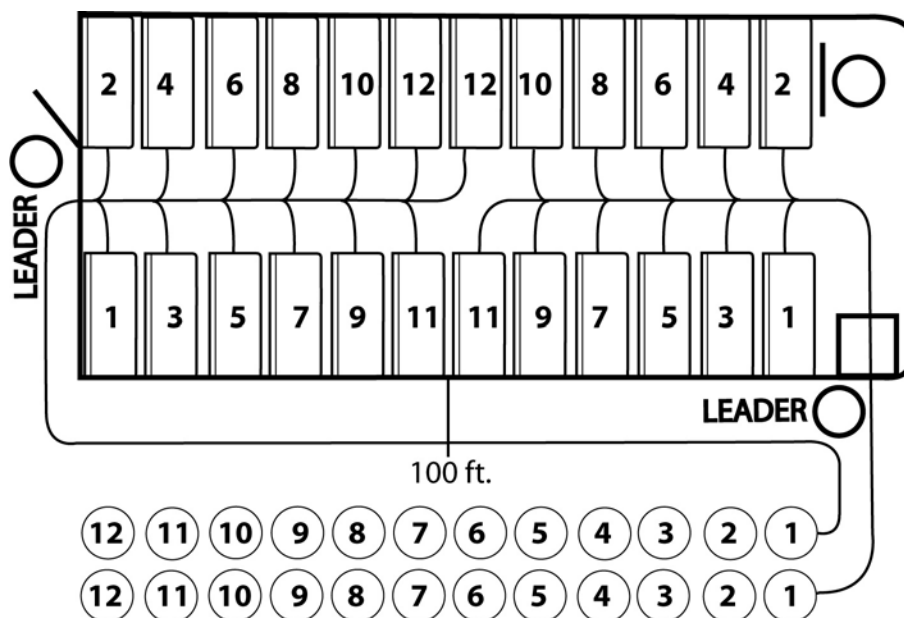
5. Drills should be restricted to school property and conducted under the supervision of school officials.
6. Types of drills should be varied.
7. The driver should stay in the bus during evacuation drills. Set the parking brake and turn the ignition off.
8. Students should not be permitted to take lunch boxes, books, etc., with them when they leave the bus. The objectives are to get students off safely in the shortest time possible and in an orderly fashion.
9. Students should travel a distance of at least 100 feet from the bus in an emergency drill and remain there until given further directions.
10. All students should participate in the drill, including those who ride only on special trips.

11. Each student should be instructed in proper safety precautions.
12. Students should be instructed in how and where to obtain assistance in emergencies.

There are three primary drills (see page 45):

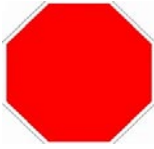
1. Everyone exits through the front entrance door(s).
2. Everyone exits through the rear-most emergency door(s).
3. Front half exits through the front door and rear half exits through the rear-most door. (See Diagram)
4. Drivers should always check to see that every student has evacuated the bus.

**72 PASSENGER BUS
(3 students to a seat)**



Signs test/Directions: Choose the best answer(s)

Name: _____



- a. Stop
- b. Yield
- c. Route Marker
- d. Information



- a. Stop
- b. Yield
- c. Information
- d. Slow Moving Vehicle

3.



- a. Caution
- b. Route Marker
- c. Railroad Warning
- d. Information

4.



- a. Information
- b. Railroad Crossing
- c. Yield
- d. Warning

5.



- a. Railroad Crossing
- b. Stop
- c. Slow Moving Vehicle
- d. Interstate Sign

6.



- a. Information
- b. Regulatory
- c. Warning
- d. Stop

7.



- a. Stop
- b. Yield
- c. Interstate Sign
- d. Slow Moving Vehicle

8.



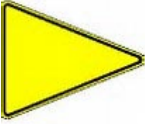
- a. Yield
- b. Warning
- c. Regulatory
- d. Information

9.



- a. Construction
- b. Slow Moving Vehicle
- c. Yield
- d. Route Marker

10.



- a. Approaching one
- b. School Zone
- c. Warning
- d. Regulatory

11.



- a. State Route Marker
- b. Stop
- c. Information
- d. US Route Marker

12.



- a. School Zone
- b. Recreation Area
- c. Slow Moving Vehicle
- d. No Passing Zone

13. A red traffic sign means:

- a. Construction
- b. Motorist Services
- c. Information
- d. Stop

17. A green traffic sign means:

- a. Movement Permitted
- b. Caution
- c. Information
- d. Regulatory

14. A yellow traffic sign means:

- a. Construction
- b. Regulatory
- c. Caution
- d. Recreation or Scenic Area

18. An orange traffic sign means:

- a. Construction
- b. Motorist Services
- c. Information
- d. Recreation or Scenic Area

15. A white traffic sign means:

- a. Stop
- b. Regulatory
- c. Motorist Services
- d. Information

19. A brown traffic sign means:

- a. Regulatory
- b. Caution
- c. Recreation or Scenic Area
- d. There are no brown traffic signs

16. A blue traffic sign means:

- a. Caution
- b. Recreation or Scenic Area
- c. Construction
- d. Motorist Services

20. A solid yellow line on the highway means:

- a. A two-lane traffic highway
- b. A no-passing zone
- c. The edge of the pavement
- d. All of the above

Supplemental Questions

1. Name 2 things bus drivers should try to avoid while driving.
2. What should a driver always do before starting, stopping, or turning?
3. When should the driver pull off after unloading students?
4. At what location should drivers load/unload students?
5. What should drivers do if asked to alter a designated stop?
6. What is the recommended speed limit for school bus drivers?
7. Name 3 consistent factors that determine safe driving speed for buses?
8. Name the rules for stopping at a 4-way stop.
9. When do drivers assume right of way?
10. What action should a driver take when traffic begins to build up behind the bus?
11. What action should a driver take if an emergency vehicle approaches?
12. What action should a driver take if signaled to stop by a police officer?
13. Name 2 legal uses of the turn indicator.
14. What part of a rainstorm poses the most danger?
15. What should a route driver do if the warning lights on the bus malfunction?
16. Name 4 things that can automatically fail a student driver.
17. How should an emergency stop be performed?
18. What action should a driver take if a funeral procession is encountered?
19. Does a police officer motioning traffic at an intersection overrule a traffic signal?
20. What action should a driver take if the bus hits a pet while on route?

ALABAMA SCHOOL BUS DRIVER SKILLS TEST

Name _____

System _____

DL# _____ DOB _____

Signature _____ Date _____

EXAMINER CHECKS

- ☐ Vehicle Chocked
☐ Instructions Read
☐ CDL w/PS
☐ Used Seat Belt
☐ Post Trip Bus

Pre-Trip Score _____

Basic Control Score _____

Road Test Score _____

Bus Year/Model _____

Bus Tag Number _____

GVWR _____

Class B C Air Brakes Auto Trans. Restrictions: _____

Examiner: _____

PRE-TRIP TEST (49/61 items required to pass)

Front of Bus

- Light Lenses/Reflectors☐
 Crossing Gate☐
 Leaks☐
 Crossover Mirrors☐
 Wiper Blades & Windshield☐

Engine Compartment

- Hoses & Wires☐
 Belts (< 34")☐
 Oil Level☐
 Transmission Fluid☐
 Power Steering Fluid☐
 Coolant Level☐
 Steering Linkage☐
 Steering Box☐
 Springs☐
 Mounts & U Bolts☐
 Shock Absorber☐
 Brake Hose☐
 Brake Chamber or Caliper☐
 Slack Adjuster/Push Rod☐
 Brake Drum/Lining or Rotor/Pad☐
 Tire (I-C-D)☐
 Rim☐
 Lug Nuts☐
 Hub Oil Seal☐

Number of Errors _____

Driver Side

- Side Mirrors☐
 Stop Sign☐
 Side Reflectors☐
 Battery☐
 Frame☐
 Drive Shaft☐
 Exhaust☐

Driver Rear

- Springs☐
 Mounts & U Bolts☐
 Shock Absorber or Air Bag☐
 Brake Hose☐
 Brake Chamber or Caliper☐
 Slack Adjuster/Push Rod☐
 Brake Drum/Lining or Rotor/Pad☐
 Tire Space☐
 Tire (I-C-D)☐
 Rim☐
 Lug Nuts☐
 Axle Seals☐
 Splash Guards☐

Back of Bus

- Light Lenses/Reflectors☐
 Emergency Door☐

Number of Errors _____

Passenger Side

- Fuel Area (Cap & Cage & Leaks)☐
 Storage Compartment☐
 DEF Cap/Level☐

Passenger Entry

- No Trespass Sign☐
 Door (Function & Cond.)☐
 Entry Steps & Stepwell Light☐

Driver's Seat Area

(Engine Off)

- Safety & Emergency Items (4)☐
 Seatbelt☐
 Steering Play & Horn☐

(Engine On)

- Gauges (4): Oil/Volt/Temp/Air☐
 Switches (3):
 Wipers/Heater/Defrost☐
 Pass. Seats/Emer. Exits☐
 Lighting Indicators (4):
 L/R/Haz/DEF☐

Number of Errors _____

Air Brake Check

Driver Initiated

Fail ☐ Pass ☐

1. Check for Leaks 2-3 psi
2. Bleed Pressure Down
3. Red Low Air Warning Light/ Low Air Buzzer Sounds @ 60 psi
4. Pressure Valve Pops
5. Emergency Brake Check
6. Parking Brake Check
7. Service Brake Check

*Driver must master all air brake check items to pass pre-trip inspection.

Hydraulic Brake Check ☐

Light Operation Check☐

Driver Initiated

1. Yellow & Red Warning (Front and Back)
2. Stop Sign & Crossgate
3. Turn Signals (Front and Back)
4. Hazard Lights (Front and Back)
5. Head Lights (High & Low)
6. Clearance/Strobe Lights
7. Back-Up/Tail Lights
8. Brake Lights

Number of Errors _____

BASIC CONTROL SKILLS TEST

Straight Backing (1 Pull-up)

- Pull-Ups 1 ☐ Pass ☐ Fail
 Look 1
 Vehicle Control ☐ Pass ☐ Fail
 Help & Hazard & Horn ☐ Yes ☐ No

Final Score☐ Pass ☐ Fail

Offset Backing (2 Pull-ups)

- Pull-Ups 1 2 ☐ Pass ☐ Fail
 Look 1 2
 Vehicle Control ☐ Pass ☐ Fail
 Help & Hazard & Horn ☐ Yes ☐ No
 Front Bumper Position ☐ Pass ☐ Fail

Final Score☐ Pass ☐ Fail

Alley Dock (2 Pull-ups)

- Pull-Ups 1 2 ☐ Pass ☐ Fail
 Look 1 2
 Vehicle Control ☐ Pass ☐ Fail
 Help & Hazard & Horn ☐ Yes ☐ No
 Rear Stop Line ☐ Pass ☐ Fail

Final Score☐ Pass ☐ Fail

ROAD TEST (10 errors or less required to pass)

Bridges/Signs (2) ☐ 1 ☐ 2

Left Lane Changes (2) Right

- ☐Traffic Check.....☐
☐Signal.....☐
☐Spacing.....☐
☐Smooth Change.....☐
☐Cancel Signal.....☐

Left Graded Curve (2) Right

- ☐Improper Speed.....☐
☐Improper Lane.....☐
☐Improper Braking.....☐
☐Improper Traffic Check.....☐

Intersections ☐ 1 ☐ 2

- ☐Traffic Check.....☐
☐Braking.....☐
☐Placement.....☐
☐Driving Through.....☐
☐Yield. Lane. Gear.....☐
☐Accelerate.....☐

Left Graded Turns Right

- ☐Signal.....☐
☐Lane.....☐
☐Speed.....☐
☐Traffic Check.....☐
☐Turn.....☐

Passenger Load/Unload

- Load ☐Traffic & Mirror Check.....☐
☐Yellow Warning Lights.....☐
☐Use of Service Brake.....☐
☐Vehicle Position.....☐
☐Red Lights & Stop Arm.....☐
☐Door Control & Traffic Check.....☐
☐Parking Brake.....☐
☐Student Checks & Comm.....☐

Emergency Road Side Stop

- ☐ Traffic Check ☐ Park Brake
☐ Improper Signal Use ☐ Shift into Neutral
☐ Hazard Lights ☐ Return to Traffic

General Driving Behavior

- Urban ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
☐Improper Use of Brakes.....☐
☐Improper Hand Steering.....☐
☐Disobeyed Signs & Signals.....☐

Put Vehicle Over Curb, Lanes

- ☐Stop Line, Shoulders.....☐
☐Speed & Following Distance.....☐
☐Failure to Select Proper Lane.....☐
☐Failure to Check Traffic.....☐
☐Improper Vehicle Position.....☐

Railroad Crossing ☐ Hazard Lights ☐ Observation & Noisemakers ☐ Placement ☐ Door & Window ☐ Parking Brake

Alabama School Bus Driver Certification Examination

Name: _____

Form: _____

Date: _____

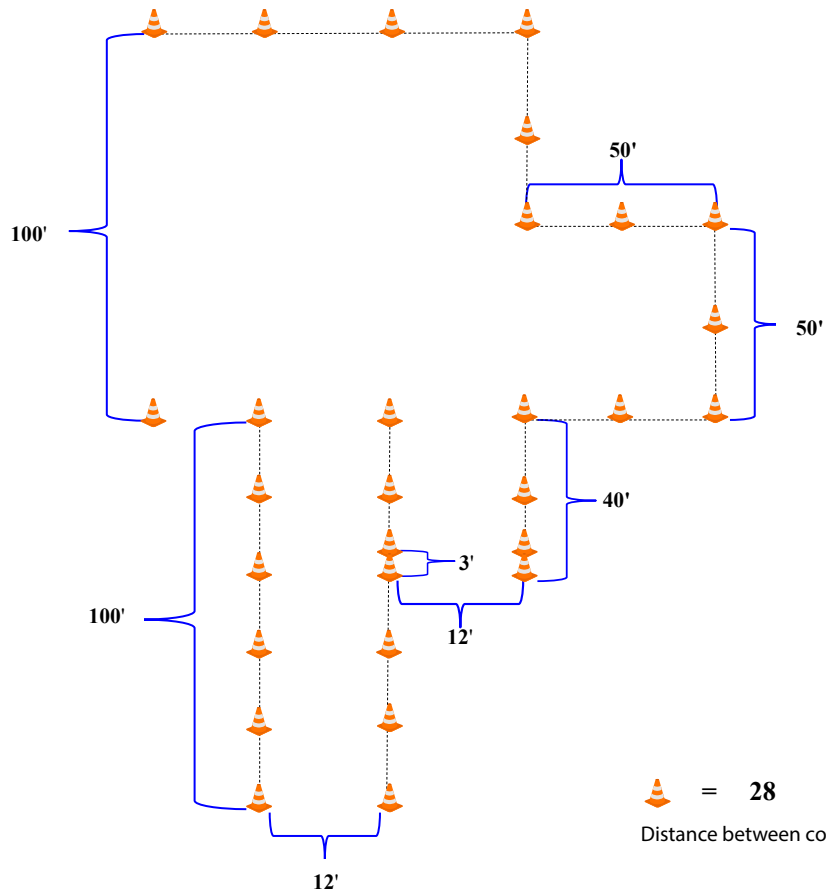
School System: _____

Lic #: _____

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50. Ⓐ Ⓑ Ⓒ Ⓓ

ALABAMA STATE DEPARTMENT OF EDUCATION
Basic Controls Skills Test
Course Layout



Revised 9/2/20

As a School Bus Driver



*You Transport
the Most Precious Cargo.*