



April 7, 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 March 17, 2025

Old Business

New Business

James Fuller, IT Director
Upgrade Server

David Hyche, Police Chief
Introduction of Dispatcher Katie Horton
Drug Awareness Video

Streetlight Request
Hidden Lane and Highway 304
Limestone Parkway Intersection

Resolution No. 2025-19
MWPP Program
Camp Branch

Resolution No. 2025-20
MWPP Program
Buxahatchee

Resolution No. 2025-21
Adoption of Police Policies, 324 Subpoenas and Court Appearances, 335 Public Safety
Video Surveillance System, 424 Portable Audio/ Video Recorders, 423 Mobile Data
Terminal Use, 422 Mobile Audio/ Video

Resolution No. 2025-22
Bid Award Calera Collection System Pump Station Upgrades

Resolution No. 2025-23
Authorizing the Acceptance of a State Energy Program Grant
for Improvements to the Wastewater Treatment Facility

Alabama League of Municipalities - Annual Convention
Voting Delegate Authorization Form

Resolution No. 2025-24
Request to Vacate Street / Alley
RNB Properties, LLC
Joel & Salvador Quinonez
Roberto Jose Recinos

Kelly Ellison, Finance Director
GFOA Budget Award
Five-Year Projections

Guests:

Public Comments

Motion to Adjourn



Minutes of the City of Calera Council Meeting March 17, 2025

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, March 17, 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
Alan Watts, Council Member

Attorney:

Brian Kilgore

Guests:

James Fuller, David Hyche, Richard Byers, Sean Kendrick, Reggie Darden, Kelly Ellison, Bill Hilyer, Noah Wortham, Bill and Ann Davis, Seth Gandy, Dennis Torrealba, Robbie Grant, Karl Kemp, Kevin Shirey, Alison Powers, Blake Atkins, Kevin Brand, Shane Stoudenmire, Brent Ellison, Cody Browning, Loren Richardson, Ms. Baxley, Dee Starkey, Michael Roberts, Scott Rials

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

Word of Prayer and Pledge of Allegiance:

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

Approval of Agenda:

Council Member Byers made a motion to approve the Agenda for March 17, 2025. Council Meeting. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

Approval of Minutes:

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

Regular Meeting – March 3, 2025

Work Session – March 3, 2025

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

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

NAYS: None

ABSTAIN: Graham

Motion Passed

Old Business:

No old business

New Business:

Kelly Ellison, Finance Director - Budget Adjustments

Council Member Cost made a motion to approve the Budget Adjustments. Council Member Turner seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

Calera Park Board – Calera Football Boosters – Loren Richardson - Request to install a new Video Scoreboard at the Football Field

Council Member Cost made a motion to approve the installation of the new Video Scoreboard at the Football Field and the funding for materials for the installation up to the amount of \$50,000.00. Council Member Turner seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

*City of Calera will also add the Video Scoreboard to our insurance policy.

Resolution No. 2025-16 Adoption of Police Policies, 323 Media Relations, 204 Electronic Mail, 321 Department Use of Social Media, 205 Administrative Communications

Council Member Byers moved that unanimous consent of the Council be given for immediate action upon Resolution No. 2025-16. Council Member Turner seconded said motion and upon vote, the results were as follows:

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

NAYS: None

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

Council Member Watts made a motion to approve Resolution No. 2025-16. Council Member Turner seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

**Resolution No. 2025-17 Contract for Professional Engineering Services,
George F. Young, Inc. (GFY)**

Council Member Turner made a motion to approve Resolution No. 2025-17. Council Member Morgan seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

**Resolution No. 2025-18 Legal Action Against Taxpayer for Unpaid
Taxes – Brian Kilgore, City Attorney**

Council Member Cost made a motion to approve Resolution No. 2025-18. Council Member Turner seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

Public Comments:

Council Member Cost made a motion to adjourn the meeting at 7:16 p.m.

Approved this 7th day of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
ACCOUNT					LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	BUDGET
								ERR
2025	06	538	03/17/2025	CM	CM03172025 BUA CM03172025	1	3	
2	2108082	522035			Garbage	General Insurance	21,807.00	4,752.00
	210.80.82.522035.						03/17/2025	26,559.00
3	2108082	522070			Garbage	Permits & Licenses	.00	100.00
	210.80.82.522070.						03/17/2025	100.00
4	2109292	597252			Garbage Capital	Vehicles - Garbage	80,000.00	4,723.00
	210.92.92.597252.						03/17/2025	84,723.00
5	2100100	404015			Garbage Revenue	Garbage Service	-1,360,918.00	-9,575.00
	210.01.00.404015.						03/17/2025	-1,370,493.00
6	2208083	521020			Gas Expense	Workmans Comp Insurance	4,790.84	1,500.00
	220.80.83.521020.						03/17/2025	6,290.84
7	2208083	521100			Gas Expense	Medical/Drug Testing	400.00	-400.00
	220.80.83.521100.						03/17/2025	.00
8	2208083	521150			Gas Expense	Payroll Offset - Capital Labor	.00	-8,241.60
	220.80.83.521150.						03/17/2025	-8,241.60
9	2208083	522035			Gas Expense	General Insurance	37,399.00	-122.00
	220.80.83.522035.						03/17/2025	37,277.00
10	2209292	597100			Gas Capital	Camden Park System Ext	.00	17,777.00
	220.92.92.597100.						03/17/2025	17,777.00
11	2209292	597223			Gas Capital	Gas System Extensions	.00	9,646.00
	220.92.92.597223.						03/17/2025	9,646.00
12	2200100	404010			Gas Revenue	Residential Sales	-1,239,138.00	-20,159.40
	220.01.00.404010.						03/17/2025	-1,259,297.40
13	4008086	521020			Sewer Collections	Workmans Comp Insurance	3,431.00	456.00
	400.80.86.521020.						03/17/2025	3,887.00
14	4008086	521100			Sewer Collections	Medical/Drug Testing	200.00	-200.00
	400.80.86.521100.						03/17/2025	.00
15	4008086	522025			Sewer Collections	Dues & Subscriptions	750.00	1,254.00
	400.80.86.522025.						03/17/2025	2,004.00
16	4008086	522035			Sewer Collections	General Insurance	25,361.00	2,115.00
	400.80.86.522035.						03/17/2025	27,476.00

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2025	06	538 03/17/2025	CM	CM03172025	BUA CM03172025	1 3			
17	4008087	521020		Sewer Treatment	Workmans Comp Insurance		10,295.00	1,365.00	11,660.00
	400.80.87.521020.						03/17/2025		
18	4008087	521100		Sewer Treatment	Medical/Drug Testing		100.00	-100.00	.00
	400.80.87.521100.						03/17/2025		
19	4008087	522035		Sewer Treatment	General Insurance		33,380.00	2,108.00	35,488.00
	400.80.87.522035.						03/17/2025		
20	4009292	593650		Sewer Capital	CB Eq Pump Replace/Overhaul		20,000.00	20,000.00	40,000.00
	400.92.92.593650.						03/17/2025		
21	4009292	597069		Sewer Capital	CDBG Sewer 20th Ave Grant		.00	304,317.06	304,317.06
	400.92.92.597069.						03/17/2025		
22	4000100	405025		Sewer Revenue	Grant Revenue CDBG 20th Avenue		.00	-304,317.06	-304,317.06
	400.01.00.405025.						03/17/2025		
23	4009292	597318		Sewer Capital	Centrifuge Head Cb		.00	201,889.47	201,889.47
	400.92.92.597318.				Prev Yr Budget- Backordered		03/17/2025		
24	5009595	599230		American Rescue Transfers	Transfer To Water Fund		280,467.74	-255,217.63	25,250.11
	500.95.95.599230.				Reduce Transfer to WB		03/17/2025		
25	5009595	599217		American Rescue Transfers	Transfer To Cap Proj Fund		.00	244,519.38	244,519.38
	500.95.95.599217.				Transfer for Fire Station		03/17/2025		
26	1000100	401020		General Fund Revenues	Audit Income		-169,337.26	-144,949.29	-314,286.55
	100.01.00.401020.						03/17/2025		
27	1001010	521100		Administration	Medical/Drug Testing		165.00	3,340.00	3,505.00
	100.10.10.521100.						03/17/2025		
28	1001010	522035		Administration	General Insurance		21,778.34	2,972.00	24,750.34
	100.10.10.522035.						03/17/2025		
29	1001012	522035		IT	General Insurance		11,315.28	3,939.00	15,254.28
	100.10.12.522035.						03/17/2025		
30	1003030	521020		P&Z/Business License	Workmans Comp Insurance		592.00	85.00	677.00
	100.30.30.521020.						03/17/2025		
31	1003030	522035		P&Z/Business License	General Insurance		2,610.00	1,918.00	4,528.00
	100.30.30.522035.						03/17/2025		

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT				LINE DESCRIPTION		EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2025	06	538 03/17/2025	CM	CM03172025	BUA CM03172025	1	3		
32	1003030 100.30.30.544010.	544010		P&Z/Business License	R&M - Vehicles		.00 03/17/2025	2,583.00	2,583.00
33	1003030 100.30.30.597152.	597152		P&Z/Business License	Buildings Build Out Two Offices		.00 03/17/2025	13,401.00	13,401.00
34	1003031 100.30.31.521020.	521020		Engineering	Workmans Comp Insurance		5,708.00 03/17/2025	708.00	6,416.00
35	1003031 100.30.31.521121.	521121		Engineering	Training/Conv Registration		2,000.00 03/17/2025	-595.00	1,405.00
36	1003031 100.30.31.521122.	521122		Engineering	Training/Conv Travel Expenses		3,500.00 03/17/2025	595.00	4,095.00
37	1003031 100.30.31.522035.	522035		Engineering	General Insurance		6,051.70 03/17/2025	1,693.00	7,744.70
38	1003031 100.30.31.566030.	566030		Engineering	Engineering Young Contract On Agenda		5,000.00 03/17/2025	30,000.00	35,000.00
39	1003032 100.30.32.521020.	521020		Inspection	Workmans Comp Insurance		917.82 03/17/2025	132.00	1,049.82
40	1003032 100.30.32.522035.	522035		Inspection	General Insurance		4,413.21 03/17/2025	1,978.00	6,391.21
41	1003032 100.30.32.521100.	521100		Inspection	Medical/Drug Testing		.00 03/17/2025	-150.00	-150.00
42	1003035 100.30.35.521150.	521150		Maintenance and Custodial	Payroll Offset - Capital Labor		-14,936.36 03/17/2025	-6,644.00	-21,580.36
43	1003035 100.30.35.522035.	522035		Maintenance and Custodial	General Insurance		4,346.40 03/17/2025	1,983.00	6,329.40
44	1003035 100.30.35.545081.	545081		Maintenance and Custodial	R&M-Storm Shelter		1,000.00 03/17/2025	429.00	1,429.00
45	1003035 100.30.35.594363.	594363		Maintenance and Custodial	Police Dept Lobby Floors		22,293.85 03/17/2025	3,000.00	25,293.85
46	1003035 100.30.35.594364.	594364		Maintenance and Custodial	MSP1 Lighting Labor		.00 03/17/2025	3,215.29	3,215.29

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
ACCOUNT					LINE DESCRIPTION	BUDGET	CHANGE	BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2025 06	538	03/17/2025	CM	CM03172025	BUA CM03172025	1	3	
47	1004040	521020		Police	Workmans Comp Insurance	65,177.00	7,786.00	72,963.00
	100.40.40.521020.					03/17/2025		
48	1004040	522035		Police	General Insurance	117,671.00	30,994.00	148,665.00
	100.40.40.522035.					03/17/2025		
49	1004045	521020		Fire	Workmans Comp Insurance	83,838.55	19,142.00	102,980.55
	100.40.45.521020.					03/17/2025		
50	1004045	521100		Fire	Medical/Drug Testing	500.00	-500.00	.00
	100.40.45.521100.					03/17/2025		
51	1004045	522035		Fire	General Insurance	36,105.89	1,577.00	37,682.89
	100.40.45.522035.					03/17/2025		
52	1006060	521100		Library	Medical/Drug Testing	500.00	-500.00	.00
	100.60.60.521100.					03/17/2025		
53	1006060	522035		Library	General Insurance	10,010.49	1,905.00	11,915.49
	100.60.60.522035.					03/17/2025		
54	1007070	521100		Park	Medical/Drug Testing	240.00	-240.00	.00
	100.70.70.521100.					03/17/2025		
55	1007070	522035		Park	General Insurance	39,683.00	5,142.00	44,825.00
	100.70.70.522035.					03/17/2025		
56	1007072	522035		Rolling Hills	General Insurance	11,429.00	2,123.00	13,552.00
	100.70.72.522035.					03/17/2025		
57	1007075	522035		Senior Center	General Insurance	5,688.00	2,176.00	7,864.00
	100.70.75.522035.					03/17/2025		
58	1008080	521020		Street	Workmans Comp Insurance	23,369.00	6,608.00	29,977.00
	100.80.80.521020.					03/17/2025		
59	1008080	521100		Street	Medical/Drug Testing	300.00	-300.00	.00
	100.80.80.521100.					03/17/2025		
60	1008080	521150		Street	Payroll Offset - Capital Labor	.00	-20,531.80	-20,531.80
	100.80.80.521150.					03/17/2025		
61	1008080	522035		Street	General Insurance	16,976.00	2,759.00	19,735.00
	100.80.80.522035.					03/17/2025		

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2025	06	538 03/17/2025	CM	CM03172025	BUA CM03172025	1 3			
62	1008080	594361		Street	Tennis/Pickleball Eagle Labor		.00	10,157.90	10,157.90
	100.80.80.594361.					03/17/2025			
63	1008080	594500		Street	FSI Labor		.00	10,373.90	10,373.90
	100.80.80.594500.					03/17/2025			
64	1008081	521100		Mechanic	Medical/Drug Testing		200.00	-200.00	.00
	100.80.81.521100.					03/17/2025			
65	1008081	522035		Mechanic	General Insurance		3,237.00	1,895.00	5,132.00
	100.80.81.522035.					03/17/2025			
66	1701717	597412		Capital Expense	Msp1 Contingency 15%		227,237.76	-156,695.00	70,542.76
	170.00.17.597412.				Transfer to MSP1 Asphalt	03/17/2025			
67	1701717	597433		Capital Expense	Msp1 Asphalt And Concrete Pav		27,588.64	156,695.00	184,283.64
	170.00.17.597433.				Transfer from Contingency	03/17/2025			
68	1709595	599150		Capital Transfers	Transfer From American Rescue		.00	-244,519.38	-244,519.38
	170.95.95.599150.				Transfer ARF For Fire Station	03/17/2025			
69	1709595	599230		Capital Transfers	Transfer To Water Fund		.00	208,765.00	208,765.00
	170.95.95.599230.				Transfer from Capital to WB	03/17/2025			
70	4000100	404010		Sewer Revenue	Residential Sales		-4,385,450.00	-26,998.00	-4,412,448.00
	400.01.00.404010.					03/17/2025			
** JOURNAL TOTAL								155,436.84	Z

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: Kellison

YEAR PER	JNL										
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T OB	DEBIT	CREDIT	
2025 6	538										
BUA 2108082-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance		5	4,752.00		
BUA 2108082-522070	03/17/2025	CM03172025 CM		CM03172025		Permits & Licenses		5	100.00		
BUA 2109292-597252	03/17/2025	CM03172025 CM		CM03172025		Vehicles - Garbage		5	4,723.00		
BUA 2100100-404015	03/17/2025	CM03172025 CM		CM03172025		Garbage Service		5		9,575.00	
BUA 2208083-521020	03/17/2025	CM03172025 CM		CM03172025		Workmans Comp Insurance		5	1,500.00		
BUA 2208083-521100	03/17/2025	CM03172025 CM		CM03172025		Medical/Drug Testing		5		400.00	
BUA 2208083-521150	03/17/2025	CM03172025 CM		CM03172025		Payroll Offset - Capital Labor		5		8,241.60	
BUA 2208083-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance		5		122.00	
BUA 2209292-597100	03/17/2025	CM03172025 CM		CM03172025		Camden Park System Ext		5	17,777.00		
BUA 2209292-597223	03/17/2025	CM03172025 CM		CM03172025		Gas System Extensions		5	9,646.00		
BUA 2200100-404010	03/17/2025	CM03172025 CM		CM03172025		Residential Sales		5		20,159.40	
BUA 4008086-521020	03/17/2025	CM03172025 CM		CM03172025		Workmans Comp Insurance		5	456.00		
BUA 4008086-521100	03/17/2025	CM03172025 CM		CM03172025		Medical/Drug Testing		5		200.00	
BUA 4008086-522025	03/17/2025	CM03172025 CM		CM03172025		Dues & Subscriptions		5	1,254.00		
BUA 4008086-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance		5	2,115.00		
BUA 4008087-521020	03/17/2025	CM03172025 CM		CM03172025		Workmans Comp Insurance		5	1,365.00		
BUA 4008087-521100	03/17/2025	CM03172025 CM		CM03172025		Medical/Drug Testing		5		100.00	
BUA 4008087-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance		5	2,108.00		
BUA 4009292-593650	03/17/2025	CM03172025 CM		CM03172025		CB Eq Pump Replace/Overhaul		5	20,000.00		
BUA 4009292-597069	03/17/2025	CM03172025 CM		CM03172025		CDBG Sewer 20th Ave Grant		5	304,317.06		
BUA 4000100-405025	03/17/2025	CM03172025 CM		CM03172025		Grant Revenue CDBG 20th Avenue		5		304,317.06	
BUA 4009292-597318	03/17/2025	CM03172025 CM		CM03172025		Centrifuge Head Cb		5	201,889.47		
BUA 5009595-599230	03/17/2025	CM03172025 CM		CM03172025		Prev Yr Budget- Backordered		5		255,217.63	
BUA 5009595-599217	03/17/2025	CM03172025 CM		CM03172025		Transfer To Water Fund		5			
						Reduce Transfer to WB					
						Transfer To Cap Proj Fund		5	244,519.38		

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL									
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
BUA 1000100-401020	03/17/2025	CM03172025	CM	CM03172025		Transfer for Fire Station	5		144,949.29	
BUA 1001010-521100	03/17/2025	CM03172025	CM	CM03172025		Audit Income	5			
BUA 1001010-521100	03/17/2025	CM03172025	CM	CM03172025		Medical/Drug Testing	5	3,340.00		
BUA 1001010-522035	03/17/2025	CM03172025	CM	CM03172025		General Insurance	5	2,972.00		
BUA 1001012-522035	03/17/2025	CM03172025	CM	CM03172025		General Insurance	5	3,939.00		
BUA 1003030-521020	03/17/2025	CM03172025	CM	CM03172025		Workmans Comp Insurance	5	85.00		
BUA 1003030-522035	03/17/2025	CM03172025	CM	CM03172025		General Insurance	5	1,918.00		
BUA 1003030-544010	03/17/2025	CM03172025	CM	CM03172025		R&M - Vehicles	5	2,583.00		
BUA 1003030-597152	03/17/2025	CM03172025	CM	CM03172025		Buildings	5	13,401.00		
BUA 1003031-521020	03/17/2025	CM03172025	CM	CM03172025		Build Out Two Offices	5	708.00		
BUA 1003031-521121	03/17/2025	CM03172025	CM	CM03172025		Workmans Comp Insurance	5			
BUA 1003031-521121	03/17/2025	CM03172025	CM	CM03172025		Training/Conv Registration	5		595.00	
BUA 1003031-521122	03/17/2025	CM03172025	CM	CM03172025		Training/Conv Travel Expenses	5	595.00		
BUA 1003031-522035	03/17/2025	CM03172025	CM	CM03172025		General Insurance	5	1,693.00		
BUA 1003031-566030	03/17/2025	CM03172025	CM	CM03172025		Engineering	5	30,000.00		
BUA 1003032-521020	03/17/2025	CM03172025	CM	CM03172025		Young Contract On Agenda	5			
BUA 1003032-522035	03/17/2025	CM03172025	CM	CM03172025		Workmans Comp Insurance	5	132.00		
BUA 1003032-521100	03/17/2025	CM03172025	CM	CM03172025		General Insurance	5	1,978.00		
BUA 1003032-521150	03/17/2025	CM03172025	CM	CM03172025		Medical/Drug Testing	5		150.00	
BUA 1003035-522035	03/17/2025	CM03172025	CM	CM03172025		Payroll Offset - Capital Labor	5		6,644.00	
BUA 1003035-545081	03/17/2025	CM03172025	CM	CM03172025		General Insurance	5	1,983.00		
BUA 1003035-594363	03/17/2025	CM03172025	CM	CM03172025		R&M-Storm Shelter	5	429.00		
BUA 1003035-594364	03/17/2025	CM03172025	CM	CM03172025		Police Dept Lobby Floors	5	3,000.00		
BUA 1004040-521020	03/17/2025	CM03172025	CM	CM03172025		MSP Lighting Labor	5	3,215.29		
BUA 1004040-522035	03/17/2025	CM03172025	CM	CM03172025		Workmans Comp Insurance	5	7,786.00		
BUA 1004045-521020	03/17/2025	CM03172025	CM	CM03172025		General Insurance	5	30,994.00		
BUA 1004045-521020	03/17/2025	CM03172025	CM	CM03172025		Workmans Comp Insurance	5	19,142.00		

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
BUA 1004045-521100	03/17/2025	CM03172025 CM		CM03172025		Medical/Drug Testing	5			500.00
BUA 1004045-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance	5		1,577.00	
BUA 1006060-521100	03/17/2025	CM03172025 CM		CM03172025		Medical/Drug Testing	5			500.00
BUA 1006060-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance	5		1,905.00	
BUA 1007070-521100	03/17/2025	CM03172025 CM		CM03172025		Medical/Drug Testing	5			240.00
BUA 1007070-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance	5		5,142.00	
BUA 1007072-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance	5		2,123.00	
BUA 1007075-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance	5		2,176.00	
BUA 1008080-521020	03/17/2025	CM03172025 CM		CM03172025		Workmans Comp Insurance	5		6,608.00	
BUA 1008080-521100	03/17/2025	CM03172025 CM		CM03172025		Medical/Drug Testing	5			300.00
BUA 1008080-521150	03/17/2025	CM03172025 CM		CM03172025		Payroll Offset - Capital Labor	5			20,531.80
BUA 1008080-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance	5		2,759.00	
BUA 1008080-594361	03/17/2025	CM03172025 CM		CM03172025		Tennis/Pickleball Eagle Labor	5		10,157.90	
BUA 1008080-594500	03/17/2025	CM03172025 CM		CM03172025		FSL Labor	5		10,373.90	
BUA 1008081-521100	03/17/2025	CM03172025 CM		CM03172025		Medical/Drug Testing	5			200.00
BUA 1008081-522035	03/17/2025	CM03172025 CM		CM03172025		General Insurance	5		1,895.00	
BUA 1701717-597412	03/17/2025	CM03172025 CM		CM03172025		Msp1 Contingency 15%	5			156,695.00
BUA 1701717-597433	03/17/2025	CM03172025 CM		CM03172025		Transfer to Msp1 Asphalt	5		156,695.00	
BUA 1709595-599150	03/17/2025	CM03172025 CM		CM03172025		Msp1 Asphalt And Concrete Pav	5			244,519.38
BUA 1709595-599230	03/17/2025	CM03172025 CM		CM03172025		Transfer From Contingency	5			
BUA 4000100-404010	03/17/2025	CM03172025 CM		CM03172025		Transfer ARF For Fire Station	5		208,765.00	
						Transfer To Water Fund	5			
						Residential Sales	5			26,998.00
									.00	.00
BUA 100-380200	03/17/2025	CM03172025 CM		CM03172025		Appropriation				144,949.29
BUA 170-380200						Appropriation			35,754.38	

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
BUA	210-380200	03/17/2025	CM03172025 CM		CM03172025		Appropriation			9,575.00
BUA	220-380200	03/17/2025	CM03172025 CM		CM03172025		Appropriation			20,159.40
BUA	400-380200	03/17/2025	CM03172025 CM		CM03172025		Appropriation			533,204.53
BUA	500-380200	03/17/2025	CM03172025 CM		CM03172025		Appropriation	10,698.25		
BUA	100-380101	03/17/2025	CM03172025 CM		CM03172025		Estimated Revenues	144,949.29		
BUA	210-380101	03/17/2025	CM03172025 CM		CM03172025		Estimated Revenues	9,575.00		
BUA	220-380101	03/17/2025	CM03172025 CM		CM03172025		Estimated Revenues	20,159.40		
BUA	400-380101	03/17/2025	CM03172025 CM		CM03172025		Estimated Revenues	331,315.06		
BUA	170-380300	03/17/2025	CM03172025 CM		CM03172025		Budgetary Fb-Unres			35,754.38
BUA	400-380300	03/17/2025	CM03172025 CM		CM03172025		Budgetary Fb-Unres	201,889.47		
BUA	500-380300	03/17/2025	CM03172025 CM		CM03172025		Budgetary Fb-Unres			10,698.25
SYSTEM GENERATED ENTRIES TOTAL									754,340.85	754,340.85
JOURNAL 2025/06/538 TOTAL									754,340.85	754,340.85

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
100	General Fund 100-380101 100-380200	2025	6	538	03/17/2025	Estimated Revenues Appropriation	144,949.29	144,949.29
						FUND TOTAL	144,949.29	144,949.29
170	Capital Projects 170-380200 170-380300	2025	6	538	03/17/2025	Appropriation Budgetary Fb-Unres	35,754.38	35,754.38
						FUND TOTAL	35,754.38	35,754.38
210	Garbage 210-380101 210-380200	2025	6	538	03/17/2025	Estimated Revenues Appropriation	9,575.00	9,575.00
						FUND TOTAL	9,575.00	9,575.00
220	Gas 220-380101 220-380200	2025	6	538	03/17/2025	Estimated Revenues Appropriation	20,159.40	20,159.40
						FUND TOTAL	20,159.40	20,159.40
400	Sewer 400-380101 400-380200 400-380300	2025	6	538	03/17/2025	Estimated Revenues Appropriation Budgetary Fb-Unres	331,315.06 201,889.47	533,204.53
						FUND TOTAL	533,204.53	533,204.53
500	American Rescue 500-380200 500-380300	2025	6	538	03/17/2025	Appropriation Budgetary Fb-Unres	10,698.25	10,698.25
						FUND TOTAL	10,698.25	10,698.25

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: Kellison

PA JOURNAL SOURCE	PROJECT STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
45		03/17/2025	2025/06/538						
BUA	1083 .PJEXP.			CM	CM03172025		CM03172025	5	-156,695.00
BUA	1088 .PJEXP.			CM	CM03172025		CM03172025	5	156,695.00
Project Totals									
1083 Total:									-156,695.00
1088 Total:									156,695.00
									.00
** END OF REPORT - Generated by Kelly Ellison **									

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Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-16

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

WHEREAS, the Calera Police Department is reviewing and adopting New Department Policies and Procedures through Lexipol

WHEREAS, during the Fiscal Year needs may arise to amend the Calera Police Department's Policies and Procedures; and

WHEREAS, these new Policies and Procedures are needed for the day-to-day operations of this department; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Calera that the following policies, as attached to this Resolution and incorporated herein, are approved and adopted, to take effect immediately;

- 323 Media Relations
- 204 Electronic Mail
- 321 Department Use of Social Media
- 205 Administrative Communications

Council Member Byers moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2025-16. Council Member Turner seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Council Member Watts moved that Resolution No. R-2025-16 be adopted. Council Member Turner seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-16 adopted.

Adopted this 17th day of March 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-17

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH GFY – GEORGE F
YOUNG, INC. AND CITY OF CALERA, CALERA, ALABAMA**

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 GFY, George F. Young, Inc. for Professional Engineering Services for the City of Calera. Said contract:

See Attached Document – Exhibit A

Council Member Turner moved that Resolution No. R-2025-17 be adopted. Council Member Morgan 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-2025-17 adopted.

Adopted this the 17TH of March 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

George F. Young, Inc.
Agreement for Professional Services with General Conditions

General Conditions

1. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers, documents and drawings provided Client's account is paid current.
2. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work products provided pursuant to this agreement.
3. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges, which are necessary to perform the terms of this agreement.
4. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed and sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the Project described on the face hereof. Such final plans, drawings, or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant.
5. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and may not be a computer generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents.
6. Any use or reuse of original or altered CADD materials by Client, agents of Client, or other parties without the prior review and written approval of Consultant shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.
7. Client recognizes that surveys, designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, Consultant shall submit to Client any deliverables, which have been contractually agreed to on electronic media. Client shall have 30 days to inspect such deliverables and notify Consultant of any irregularities in the deliverables. Consultant will correct any such irregularities detected by Client in order to complete the work in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, any services to be performed by Consultant relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by Client prior to commencing such effort.
8. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended for more than 90 days and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as Additional Services.

George F. Young, Inc.
Agreement for Professional Services with General Conditions

General Conditions

9. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
10. This agreement shall not be construed to alter, affect or waive any lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
11. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, provide any lender certifications, agreements for transfer of design documents, or assignment of contracts as a condition of receiving payment for services. In the event the Consultant agrees to provide any of the above, all work related thereto will be considered Additional Services.
12. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.
13. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
14. Client agrees to pay a monthly late payment charge, which will be the lesser of, one percent (1%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing plus a \$250.00 administrative collection fee. We acknowledge Gresham Smith is a "Pay when paid" firm.
15. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as Additional Services.
16. Client agrees that if Client requests services not specified pursuant to the Scope of Services description within this agreement, Client agrees to pay for all such Additional Services as extra work.
17. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client, or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.
18. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

George F. Young, Inc.
Agreement for Professional Services with General Conditions

General Conditions

19. Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
20. The Consultant agrees, to the fullest extent permitted by law to indemnify and hold harmless the Client, its officers, directors, and employees (collectively Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, and employees (collectively Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
21. Client agrees to limit the liability of Consultant, its principals, employees and their Subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$100,000.00 or Consultant's fees, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.
22. Exclusion of Special, Incidental, Indirect and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, Consultant and Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants shall not be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants or any of them.
23. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which Consultant may be entitled.
24. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which the Project is located, and Client waives the right to bring, try, or remove such litigation to any other county or judicial district.
25. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and owners associations and to require all independent contractors and Consultants also include a similar mediation provision in all agreements with subcontractors, Subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements

(b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

George F. Young, Inc.
Agreement for Professional Services with General Conditions

General Conditions

26. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
28. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.
29. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Any material change of ownership within the Client's organization including, but not limited to, new partners, principals, or a transfer of majority ownership shall be considered an assignment of this agreement and subject to written consent of the Consultant. Failure of Client to notify Consultant of such changes shall be considered a material breach of this Agreement.
30. From time to time and depending upon the circumstances, Consultant will utilize the services of third-party service providers (Subconsultants) to assist Consultant in providing professional services to Client.

George F. Young, Inc.
Agreement for Professional Services with General Conditions

This agreement is entered into on March 6, 2025, the effective date, for the terms and conditions listed above and on the previous pages of this agreement by and between:

CONSULTANT:

George F. Young, Inc.

Address:

3500 Blue Lake Drive, Suite 460

Birmingham, AL 35243

Telephone: (205) 527-0085

Email: gdawkins@georgefyoung.com

CLIENT:

City of Calera

Address:

1074 10th St

Calera, AL 35040

Telephone: (205) 668-3638

Email: bhilyer@calera.com

Project Name Calera On Call Professional Services

Description of services to be provided: Consultant agrees to perform professional services as set forth in Project Understanding and Scope of Engineering Services attached hereto and incorporated herein by this reference ("basic services").

The Client is expected to furnish Consultant with complete information as to its requirements including any special or extraordinary considerations for the Project or special services needed, also to provide Consultant all existing pertinent data.

1. FEE:

The Client agrees to compensate Consultant for the above referenced services:

2. ACCEPTANCE:

By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed. In accordance with Chapter 713.06, Florida Statutes, Consultant reserves the right to file a "Notice to Owner".

IN WITNESS THEREOF, the parties hereby execute this agreement upon the terms and conditions stated here on and on the date first above written.

Accepted by:

Date:

Authorized Signature – Client

Accepted by:

Date:

Authorized Signature - George F. Young, Inc.



March 6, 2025

Gresham Smith
ATTN: Bill Hilyer
1074 10th Street
Calera, Alabama 35040

Dear Bill:

George F. Young, Inc. (GFY) is pleased to provide our proposal for professional engineering services for the City of Calera. This scope reflects our previous correspondence regarding the project, our understanding of the project, and the information provided. We trust the information contained in the attached proposal is consistent with your understanding.

If you find the proposal acceptable, please sign and return a copy for our records. In lieu of a signed proposal, notice to proceed or payment for services constitutes acceptance of this proposal. Please feel free to contact our office if you should have any questions or require any changes.

Sincerely,

Gregory L. Dawkins, P.E.
VP Civil Engineering

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-18

A RESOLUTION OF THE CITY OF CALERA, CALERA, ALABAMA AUTHORIZING ATTORNEY BRIAN KILGORE TO INITATE LEGAL ACTION FOR THE COLLECTION OF UNPAID SALES TAX AND TO SEEK INJUNCTIVE RELIEF AGAINST, MAMA COCO CANTINA, LLC

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

WHEREAS, pursuant to applicable law, including, Calera Municipal Code of Ordinances, Section 5 – 20 – Sales Tax – Levy in the City of Calera, Calera, Alabama is authorized to assess and collect sales tax on taxable sales made within its jurisdiction; and

WHEREAS, the City of Calera has duly assessed and demanded payment of sales tax from Mama Coco Cantina LLC located at 8176 Hwy 31, Calera, Alabama for unpaid sales taxes totaling, \$5,057.17 said taxpayer has failed and refused to remit the amounts due despite repeated notices and demand for payment; and

WHEREAS, the failure of Mama Coco Cantina, LLC to pay assessed sales taxes is detrimental to the fiscal integrity of the City and unfair to law-abiding taxpayers; and

WHEREAS, the City has determined that it is necessary to enforce its right to collect said amounts and to prevent further violations through appropriate legal means; and

WHEREAS, the City Council finds that it is in the best interests of the City and its residents to authorize the City Attorney, Brian Kilgore to take all necessary legal actions to recover the amounts due and to enjoin Mama Coco Cantina, LLC from continuing operations until such amounts are paid and remain current.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby authorizes and directs the City Attorney, Brian Kilgore to take all necessary legal action to collect the unpaid sales tax assessed against Mama Coco Cantina, LLC, including but not limited to filing suit for collection of the amounts due.

Section 3. The City Attorney, Brian Kilgore is further authorized and directed to seek a **preliminary and permanent injunction** against Mama Coco Cantina, LLC, prohibiting said taxpayer from continuing to engage in business operations within the City until such time as:

- All outstanding sales taxes, penalties, interest, and costs are paid in full, **and**
- The taxpayer remains current on all future sales tax obligations to the City.

Section 4. The City Council further authorizes the City Attorney Brian Kilgore to seek such other relief as may be appropriate and necessary to protect the City's interests, including but not limited to costs of suit and attorney's fees.

Section 5. This Resolution shall be effective immediately upon adoption.

Council Member Cost moved that Resolution No. R-2025-18 be adopted. Council Member Turner 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-2025-18 adopted.

Adopted this the 17TH of March 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

City of Calera – City Council
Work Session Minutes

March 17, 2025

The members of the Calera City Council met on March 17, 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, Alan Watts

City Attorney: Brian Kilgore

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

Guests: Richard Byers, Bill and Ann Davis, Noah Wortham, Dennis
Torrealba, Dee Starkey, Robbie Grant, Blake Atkins, Kevin Brand,
Shane Stoudenmire, Brent Ellison, Michael Roberts, Cody
Browning, Loren Richardson, Ms. Baxley, Scott Rials, Karl Kemp

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

County Road 304

INSTALL (1) 35'
POLE, 93'
SECONDARY,
AND (1) 73 WATT
AREA ON 4' ARM

Highway 304

Highway 304

Customer Legal Name CITY OF CALERA DBA STREET LIGHTS
 Service Address 0 STREET LIGHTS CALERA AL 35040 County Shelby - AL
 Mailing Address 10947 HIGHWAY 25 CALERA AL 35040
 Email _____ Tel # _____ Alt Tel # _____
 Tax ID# XXX-XX-1214

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 78602-97004

This Lighting Services Agreement states the agreed terms and conditions upon which Alabama Power Company ("**APC**") will provide Lighting Services, and where APC deems necessary, related electric service to the customer identified above ("**Customer**") at the location(s) set forth in the applicable Lighting Services Authorization (the "**Premises**").

The precise "**Lighting Services**" to be furnished, the term for which they will be furnished, and applicable pricing therefor shall be set forth in a **Lighting Services Authorization** in a form similar to Exhibit B hereto, executed by both parties. The parties may execute one or more Lighting Services Authorizations from time to time under this Lighting Services Agreement. The term of this Lighting Services Agreement begins on the date it is signed by the last party and ends upon the termination of the last Lighting Services Authorization issued hereunder.

Each executed Lighting Services Authorization shall be considered a separate and independent contract between APC and Customer, and unless expressly stated otherwise therein, shall not be deemed to modify, supersede, or replace any previously executed Lighting Services Authorization. Each executed Lighting Services Authorization shall be governed by and subject to the terms and conditions of this Lighting Services Agreement, including the Terms and Conditions set forth in Exhibit A.

For ease of reference, each executed Lighting Services Authorization, together with the terms and conditions of this Lighting Services Agreement, including the Terms and Conditions set forth in Exhibit A, shall be referred to as the "**Contract**".

Intending to be legally bound, the parties have caused this Lighting Services Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement (and any Lighting Services Authorizations) may be circulated electronically for signature and the signatures appearing on those electronically transmitted documents shall be deemed originals.

Customer	Alabama Power Company
Signature:	Signature:
Print Name:	Print Name: Emily Breaseale
Date:	Date:

Attachments

Lighting Services Authorization
 Terms and Conditions

Lighting Services Authorization

This Lighting Services Authorization is issued pursuant to the Lighting Services Agreement between the Customer (identified below) and Alabama Power Company (APC) dated as of the Effective date and is subject to and governed by the terms and conditions thereof. Under this Lighting Services Authorization, APC shall furnish and perform the following Lighting Services at the Premises described below. In exchange for the Lighting Services, Customer agrees to pay APC for such services in accordance with Pricing provisions below and the other terms of the Contract and perform its other obligations under the Contract.

Description of Lighting Services

TO INSTALL (1) LED AREA FIXTURE AND ASSOCIATED POLE AND WIRE AT INTERSECTION OF HWY 304 AND HIDDEN LN. DELIVERED LUMENS TO RANGE FROM 8500-11000.

Description/Location of Premises

0 STREET LIGHTS
CALERA, AL 35040
Shelby - AL County

Selected Components

QTY	Watts	Type	OH/UG	Description
1	73	LED	OH	Gray 4000K

Pricing for Lighting Services

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)	Buydown (\$)
\$25.08	\$1.63	\$26.71	\$0.00

Pricing for Non-Routine Maintenance and Repair Services (if applicable)

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Initial Term**

36

* NOTE: The Regulated Cost is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the applicable rate in effect at time of Contract proposal; actual charges may vary.

** NOTE: The initial term of this Letter of Authorization is calculated from the start date of the first monthly billing service period for lighting service under this Contract. After the initial term, this Contract automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC’s address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer’s mailing address is noted on Page 1.

Customer	Alabama Power Company
Signature:	Signature:
Print Name:	Print Name: Emily Breaseale
Date:	Date:

Terms and Conditions

1. **Scope.** The Contract concerns the provision of lighting services to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind.
2. **Payment and Taxes.** APC will invoice Customer per the terms stated in the Contract, and if applicable, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. During the term of the Contract, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of the Contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>. Customer agrees to pay the amount billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own legal, accounting, and tax advisors.
3. **APC Assets.** APC may install, update, modify, remove, or replace the Selected Components, if any, stated in the Contract, along with any poles, bases, wiring, conduit, fixtures, controls, and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of the Lighting Services. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Lighting Services, even if attached or affixed to the property of Customer. Moreover, APC may remove the APC Assets upon termination of the Contract.
4. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and to furnish and perform the Lighting Services, including the right to, as applicable: (i) access the Premises with vehicles, the APC Assets, and other tools, equipment, and machinery; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) install, connect, inspect, test, maintain, repair, replace, disconnect, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct all other activities reasonably related to the performance of the Lighting Services Authorization or provision of Services (activity items (i) – (v) collectively, the "APC Activity"). Customer represents that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity on the Premises.
5. **Installation.** Customer recognizes that as part of APC's installation of the APC Assets, it may be necessary to perform digging, trenching, and excavation at the Premises. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation. If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the installation of APC Assets at the Premises, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC Activity related to the Installation and connection of APC Assets can commence. Because APC Activity may require excavation not subject to the Alabama's Underground Damage Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay. The Pricing for Lighting Services stated in the Contract includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the APC Activity ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control. APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any installation issues. Customer is responsible for all cost of installation modifications requested by Customer.
6. **Maintenance and Repair.** If expressly stated in the Lighting Services Authorization, APC will perform all routine maintenance and repair of the APC Assets and will bear the costs thereof. Any non-routine maintenance or repair can be performed by APC, upon Customer's written request and subject to the availability of equipment, materials, and labor, with the cost of such maintenance and repair to be billed to the Customer at APC's then current rates or as otherwise set forth in the Lighting Services Authorization.
7. **Customer Authority; Applicable Laws.** Customer has full power and authority to execute this Contract and has been duly authorized to undertake the obligations and commitments herein. Customer or its governing authorities or bodies have taken all necessary action and obtained all necessary internal, governmental, and regulatory approvals necessary to execute this Contract and is in compliance with all laws governing the same, including but not limited to the Alabama Competitive Bid Law and Public Works Law. Each Party agrees to comply with all applicable federal, state, and local laws, rules, and regulations.
8. **APC Asset Protection and Damage.** After installation and throughout the Contract's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law. Notwithstanding any other provision to the contrary herein, in the event any APC Asset is damaged, stolen, or destroyed through the acts or omission of Customer or a third party, Customer shall reimburse APC the cost to repair or replace that APC Asset.
9. **Interruption of Service.** Customer understands that the Lighting Services and any related electric service are provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is an interruption in the Lighting Services. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **Disclaimer; Damages.** Except as expressly set forth in this Contract, APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, safety, security, or merchantability) regarding the Lighting Services, the APC Assets, or the APC Activities. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Lighting Services may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Lighting Services, the APC Assets, and APC Activities, and this Contract; or arising from damage, hindrance, or delay involving the Lighting Services or this Contract, whether or not reasonable, foreseeable, contemplated, or avoidable. **CUSTOMER IS SOLELY RESPONSIBLE FOR SAFETY OF THE PREMISES AND AGREES THAT APC HAS NO OBLIGATION (AND HAS ASSUMED NO OBLIGATION) TO ENSURE THE SAFETY OF THE PREMISES.**
11. **Liability.** To the fullest extent permitted by applicable law, each party shall be responsible for its own negligent acts or omissions in connection with this Contract and its performance. It is understood and agreed that neither party shall be liable for any negligent act or omission of the other party in connection with this Contract, its performance, or subject matter.
12. **Default.** Each of the following shall constitute a default: (i) Customer does not pay the entire amount owed within forty-five (45) days of billing, or (ii) Customer's negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If a default occurs, APC, at its discretion, may immediately terminate this Contract, collect all past due amounts (including late fees) and all amounts due for the Lighting Services during the remaining term, remove the APC Assets from the Premises, and seek any other available legal or equitable remedy.
13. **Miscellaneous.** This Contract contains the parties' complete and entire agreement relating to the Lighting Services, the APC Assets, and the APC Activities. Subject to applicable law, Customer will not assign, in whole or in part, this Contract or its Contract rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Contract obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Contract, "including" means "including, but not limited to." Alabama law governs this Contract. If a court rules an Contract provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

CUSTOMER AND SALES CONTRACT DATA SHEET

LAMP Project #	<u>67966</u>	Contract Date:	<u>3/12/2025</u>
Project Name:	<u>HIDDEN LN AND HWY 304 - CITY OF CALERA</u>	NAICS Code:	<u>921110</u>
Lighting Services Rep:	<u>Emily Breaseale</u>		
Engineer:	<u>Tammie Williams</u>		
Division:	<u>Birmingham</u>		
Customer Type:	<u>Streetlight</u>		

Create new lighting only account?	<u>No</u>
Remove all fixtures from CSS account on contract?	<u>No, Connect Only</u>
Removals needed on additional accounts?	<u>No</u>
If account will final when lights are removed, add lights to another account?	<u>No</u>

Manufacturer	Signify	Style	Roadway	Color	Gray	Quantity	1
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Notes			
Date	Name	Type	Description

Customer Legal Name CITY OF CALERA DBA STREET LIGHTS
 Service Address 0 STREET LIGHTS CALERA AL 35040 County Shelby - AL
 Mailing Address 10947 HIGHWAY 25 CALERA AL 35040
 Email _____ Tel # _____ Alt Tel # _____
 Tax ID# XXX-XX-1214

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 78602-97004

This Lighting Services Agreement states the agreed terms and conditions upon which Alabama Power Company ("**APC**") will provide Lighting Services, and where APC deems necessary, related electric service to the customer identified above ("**Customer**") at the location(s) set forth in the applicable Lighting Services Authorization (the "**Premises**").

The precise "**Lighting Services**" to be furnished, the term for which they will be furnished, and applicable pricing therefor shall be set forth in a **Lighting Services Authorization** in a form similar to Exhibit B hereto, executed by both parties. The parties may execute one or more Lighting Services Authorizations from time to time under this Lighting Services Agreement. The term of this Lighting Services Agreement begins on the date it is signed by the last party and ends upon the termination of the last Lighting Services Authorization issued hereunder.

Each executed Lighting Services Authorization shall be considered a separate and independent contract between APC and Customer, and unless expressly stated otherwise therein, shall not be deemed to modify, supersede, or replace any previously executed Lighting Services Authorization. Each executed Lighting Services Authorization shall be governed by and subject to the terms and conditions of this Lighting Services Agreement, including the Terms and Conditions set forth in Exhibit A.

For ease of reference, each executed Lighting Services Authorization, together with the terms and conditions of this Lighting Services Agreement, including the Terms and Conditions set forth in Exhibit A, shall be referred to as the "**Contract**".

Intending to be legally bound, the parties have caused this Lighting Services Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement (and any Lighting Services Authorizations) may be circulated electronically for signature and the signatures appearing on those electronically transmitted documents shall be deemed originals.

Customer	Alabama Power Company
Signature:	Signature:
Print Name:	Print Name: Emily Breaseale
Date:	Date:

Attachments

Lighting Services Authorization
 Terms and Conditions

Lighting Services Authorization

This Lighting Services Authorization is issued pursuant to the Lighting Services Agreement between the Customer (identified below) and Alabama Power Company (APC) dated as of the Effective date and is subject to and governed by the terms and conditions thereof. Under this Lighting Services Authorization, APC shall furnish and perform the following Lighting Services at the Premises described below. In exchange for the Lighting Services, Customer agrees to pay APC for such services in accordance with Pricing provisions below and the other terms of the Contract and perform its other obligations under the Contract.

Description of Lighting Services

TO INSTALL (1) LED AREA FIXTURE WITH ASSOCIATED POLE AND WIRE AT THE LIMESTONE PARKWAY INTERSECTION. DELIVERED LUMENS TO RANGE FROM 27000-34000.

Description/Location of Premises

0 STREET LIGHTS
CALERA, AL 35040
Shelby - AL County

Selected Components

QTY	Watts	Type	OH/UG	Description
1	207	LED	OH	Gray 4000K

Pricing for Lighting Services

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)	Buydown (\$)
\$40.14	\$4.62	\$44.76	\$0.00

Pricing for Non-Routine Maintenance and Repair Services (if applicable)

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Initial Term**

36

* NOTE: The Regulated Cost is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the applicable rate in effect at time of Contract proposal; actual charges may vary.

** NOTE: The initial term of this Letter of Authorization is calculated from the start date of the first monthly billing service period for lighting service under this Contract. After the initial term, this Contract automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC’s address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer’s mailing address is noted on Page 1.

Customer	Alabama Power Company
Signature:	Signature:
Print Name:	Print Name: Emily Breaseale
Date:	Date:

Terms and Conditions

1. **Scope.** The Contract concerns the provision of lighting services to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind.
2. **Payment and Taxes.** APC will invoice Customer per the terms stated in the Contract, and if applicable, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. During the term of the Contract, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of the Contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>. Customer agrees to pay the amount billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own legal, accounting, and tax advisors.
3. **APC Assets.** APC may install, update, modify, remove, or replace the Selected Components, if any, stated in the Contract, along with any poles, bases, wiring, conduit, fixtures, controls, and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of the Lighting Services. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Lighting Services, even if attached or affixed to the property of Customer. Moreover, APC may remove the APC Assets upon termination of the Contract.
4. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and to furnish and perform the Lighting Services, including the right to, as applicable: (i) access the Premises with vehicles, the APC Assets, and other tools, equipment, and machinery; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) install, connect, inspect, test, maintain, repair, replace, disconnect, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct all other activities reasonably related to the performance of the Lighting Services Authorization or provision of Services (activity items (i) – (v) collectively, the "APC Activity"). Customer represents that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity on the Premises.
5. **Installation.** Customer recognizes that as part of APC's installation of the APC Assets, it may be necessary to perform digging, trenching, and excavation at the Premises. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation. If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the installation of APC Assets at the Premises, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC Activity related to the Installation and connection of APC Assets can commence. Because APC Activity may require excavation not subject to the Alabama's Underground Damage Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay. The Pricing for Lighting Services stated in the Contract includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the APC Activity ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control. APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any installation issues. Customer is responsible for all cost of installation modifications requested by Customer.
6. **Maintenance and Repair.** If expressly stated in the Lighting Services Authorization, APC will perform all routine maintenance and repair of the APC Assets and will bear the costs thereof. Any non-routine maintenance or repair can be performed by APC, upon Customer's written request and subject to the availability of equipment, materials, and labor, with the cost of such maintenance and repair to be billed to the Customer at APC's then current rates or as otherwise set forth in the Lighting Services Authorization.
7. **Customer Authority; Applicable Laws.** Customer has full power and authority to execute this Contract and has been duly authorized to undertake the obligations and commitments herein. Customer or its governing authorities or bodies have taken all necessary action and obtained all necessary internal, governmental, and regulatory approvals necessary to execute this Contract and is in compliance with all laws governing the same, including but not limited to the Alabama Competitive Bid Law and Public Works Law. Each Party agrees to comply with all applicable federal, state, and local laws, rules, and regulations.
8. **APC Asset Protection and Damage.** After installation and throughout the Contract's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law. Notwithstanding any other provision to the contrary herein, in the event any APC Asset is damaged, stolen, or destroyed through the acts or omission of Customer or a third party, Customer shall reimburse APC the cost to repair or replace that APC Asset.
9. **Interruption of Service.** Customer understands that the Lighting Services and any related electric service are provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is an interruption in the Lighting Services. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **Disclaimer; Damages.** Except as expressly set forth in this Contract, APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, safety, security, or merchantability) regarding the Lighting Services, the APC Assets, or the APC Activities. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Lighting Services may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Lighting Services, the APC Assets, and APC Activities, and this Contract; or arising from damage, hindrance, or delay involving the Lighting Services or this Contract, whether or not reasonable, foreseeable, contemplated, or avoidable. **CUSTOMER IS SOLELY RESPONSIBLE FOR SAFETY OF THE PREMISES AND AGREES THAT APC HAS NO OBLIGATION (AND HAS ASSUMED NO OBLIGATION) TO ENSURE THE SAFETY OF THE PREMISES.**
11. **Liability.** To the fullest extent permitted by applicable law, each party shall be responsible for its own negligent acts or omissions in connection with this Contract and its performance. It is understood and agreed that neither party shall be liable for any negligent act or omission of the other party in connection with this Contract, its performance, or subject matter.
12. **Default.** Each of the following shall constitute a default: (i) Customer does not pay the entire amount owed within forty-five (45) days of billing, or (ii) Customer's negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If a default occurs, APC, at its discretion, may immediately terminate this Contract, collect all past due amounts (including late fees) and all amounts due for the Lighting Services during the remaining term, remove the APC Assets from the Premises, and seek any other available legal or equitable remedy.
13. **Miscellaneous.** This Contract contains the parties' complete and entire agreement relating to the Lighting Services, the APC Assets, and the APC Activities. Subject to applicable law, Customer will not assign, in whole or in part, this Contract or its Contract rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Contract obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Contract, "including" means "including, but not limited to." Alabama law governs this Contract. If a court rules an Contract provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

CUSTOMER AND SALES CONTRACT DATA SHEET

LAMP Project #	67965	Contract Date:	3/12/2025
Project Name:	LIMESTONE PKWY INTERSECTION - CITY OF CALERA	NAICS Code:	921110
Lighting Services Rep:	Emily Breaseale		
Engineer:	Tammie Williams		
Division:	Birmingham		
Customer Type:	Streetlight		
Create new lighting only account?	No		
Remove all fixtures from CSS account on contract?	No, Connect Only		
Removals needed on additional accounts?	No		
If account will final when lights are removed, add lights to another account?	No		

Manufacturer	Signify	Style	Roadway	Color	Gray	Quantity	1
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Notes			
Date	Name	Type	Description

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-19

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

Resolved that the City of Calera informs the Department of Environmental Management that the following actions were taken by Calera City Council.

1. Reviewed the MWPP Annual Report which is attached to this resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a) Continue to operate and maintain the Camp Branch Water Reclamation Plant to its highest standards while looking for and eliminating sources of inflow and infiltration.

Council Member _____ moved that Resolution No. R-2025-19 be adopted. Council Member _____ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-19 adopted.

Adopted this 7th day of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie Payton, City Clerk

Municipal Water Pollution Prevention Resolution Form

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

RESOLVED that the (City), (Board) of City of Calera

informs the Department of Environmental Management that the following
actions were taken by (governing body) _____.

1. Reviewed the MWPP Annual Report which is attached to this resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a)
 - (b)
 - (c)
 - (d)

Passed by a (majority)(unanimous) vote of the
on (date).

Clerk

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: CAMP BRANCH WRF NPDES #: AL0074608

MUNICIPALITY: CITY OF CALERA COUNTY: SHELBY

CONTACT PERSON: JON GRAHAM MAYOR

Responsible Official

MAYOR

Title

Telephone #: 205-668-3500 Fax #:

Email Address: jgraham@calera.org

CHIEF OPERATOR: MICHAEL FRANKS

Name

Telephone #: 205-668-3817 Fax #:

Email Address: mfranks@calera.org

Date: 04/07/2025

REVIEWED BY: WILLIAM HILYER

Consulting Engineer

Telephone #: 205-668-3886 Fax #:

Date: 04/07/2025

**MWPP Annual Report
Information Source List**

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2024 (due **May 31**, 2025).

- Part 1
 - A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
 - B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
 - C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).
- Part 2
 - A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
 - B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year
- Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.
- Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.
- Part 5
 - A. Describe the characteristics and quantity of sludge generated.
 - B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digester capacity may be used in the calculation.
- Part 6
 - A. Sludge Disposal Method
 - B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.
- Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.
- Part 8 Operator Certification
- Part 9 Financial Status
- Part 10 Subjective Evaluation
- Part 11 Summary Sheet

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.
2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.
3. Add the point totals on Part 11: Summary Sheet.
4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.
5. The governing body should pass a resolution which contains the following points:
 - a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.
 - b. The resolution should indicate what actions will be taken to prevent effluent violations.
 - c. The resolution should provide any other information the governing body or owner deems appropriate.
6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

Facility Name: CAMP BRANCH WRF

Part 1: Influent Loading/Flows

- A. List the average monthly volumetric flows and BOD₅ (CBOD₅) loadings received at your facility during the last calendar year.

<u>Month</u>	<u>Column 1 Average Monthly Flowrate (MGD)</u>	<u>Column 2 Average Monthly BOD₅ (CBOD₅) Concentration (mg/l)</u>	<u>Column 3 Average Loading BOD₅ (CBOD₅) (lbs/day**)</u>
January	0.831	274	1931
February	0.805	258	1651
March	0.723	265	1480
April	0.664	238	1193
May	0.610	259	1213
June	0.673	239	1227
July	0.787	229	1499
August	0.690	249	1340
September	n/a	252	1405
October	0.697	256	1258
November	0.667	232	1219
December	0.675	274	1387
Annual Avg.	0.711	252	1400

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

- B. List the average design flow and average design BOD₅ (CBOD₅) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	<u>Average Design Flow</u>	<u>Average Design BOD₅ (CBOD₅) Loading (lbs/day)</u>
Design Criteria	3.50 MGD	5,838
90% of the Design Criteria	3.15MGD	5,254

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?
0 (Check the appropriate point total)

☒ 0 - 4 = 0 points ☐ 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?
0 (Check the appropriate point total)

☒ 0 = 0 points ☐ 1 - 2 = 5 points ☐ 3 - 4 = 10 points ☐ 5 or more = 15 points

E. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?
0 (Check the appropriate point total)

☒ 0 - 1 = 0 points ☐ 2 - 4 = 5 points ☐ 5 or more = 10 points

F. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?
0 (Check the appropriate point total)

☒ 0 = 0 points ☐ 1 = 10 points ☐ 2 = 20 points ☐ 3 = 30 points ☐ 4 = 40 points ☐ 5 or more = 50 points

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = 0

D points = 0

E points = 0

F points = 0

TOTAL POINTS VALUE FOR PART 1 0
Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD₅ loading for comparison with design loading for those permittees using influent CBOD₅, divide annual average CBOD₅ loading in lbs/day from Part 1, A by 0.7.

Facility Name: CAMP BRANCH WRF

Part 2: Effluent Quality/Plant Performance

- A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD₅, (CBOD₅) TSS, NH₃-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

Permit Limit	Months	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
	May-Nov.	7.0	30.0	1.0	Report
	Dec.-April	12.0	30.0	2.0	Report

(2) DMR Concentration

Qtr	Month	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
1	January	1.93	0.85	0.09	1.35
	February	1.08	0.88	0.05	3.07
	March	0.92	0.88	0.15	1.55
2	April	1.21	0.47	0.05	1.26
	May	2.20	1.68	0.04	21.72
	June	1.57	0.61	0.02	0.94
3	July	1.41	0.30	0.04	1.58
	August	1.50	0.66	0.10	1.28
	September	0.88	0.33	0.01	1.04
4	October	0.99	0.37	0.02	8.54
	November	1.30	1.11	0.06	1.68
	December	1.14	0.94	0.05	1.67
Annual Avg.		1.34	0.75	0.05	3.80

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

	<u>Months</u>	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
Permit Limit	<u>May-Nov.</u>	204	875	29.1	Report
	<u>Dec.-April</u>	350	875	58.3	Report

(2) DMR Loading

<u>Qtr</u>	<u>Month</u>	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
1	January	12.14	1.41	0.85	13.54
	February	6.26	7.58	0.41	18.62
	March	6.02	5.13	0.80	8.33
2	April	6.09	2.39	0.26	5.63
	May	10.59	7.51	0.20	103.36
	June	7.88	3.00	0.13	5.31
3	July	8.38	1.98	0.27	8.58
	August	7.85	2.00	0.54	7.36
	September	5.16	2.00	0.09	5.55
4	October	4.98	1.82	0.11	43.48
	November	6.78	5.88	0.32	9.07
	December	5.78	5.19	0.27	4.13
Annual Avg.		7.32	3.95	0.35	19.41

C. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points

☐ Yes = 121 points

- D. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

- E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

- F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

- G. During the past year did the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

- H. During the past year did either the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

- I. Enter each point value checked for C through H in the blanks below.

C Points = 0

D Points = 0

E Points = 0

F Points = 0

G Points = 0

H Points = 0

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) 0 (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: CAMP BRANCH WRF

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 2005

Subtract the above answer from the report year to determine age:

Age = (Last Calendar year) - (Answer to A)

Age 2024 = (2005) - (19)

Enter Age in Part C below.

B. Check the type of treatment facility employed.

	Factor
<u> X </u> Mechanical Treatment Plant	2.0
<u> </u> Aerated Lagoon	1.5
<u> </u> Stabilization Pond	1.0
<u> </u> Other (Specify: <u> </u>)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

2.0 x 19 = 38 TOTAL POINT VALUE FOR PART 3
(Factor) (Age)

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Facility Name: CAMP BRANCH WRF

Part 4: Bypassing and Overflows

A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0

B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 0

C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? N/A

D. Add together Answers A and B and subtract Answer C from that total.

A + B - C = 0 (Check the appropriate point total.)

☒ 0 = 0 points ☐ 1 = 5 points ☐ 2 = 10 points ☐ 3 = 15 points

☐ 4 = 20 points ☐ 5 = 25 points ☐ 6 = 30 points ☐ 7 = 35 points

☐ 8 = 40 points ☐ 9 = 45 points ☐ 10 = 50 points ☐ 11 or more = 100 points

E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0

F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 0

G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 0

H. Add together Answers E and F and subtract Answer G from that total.

E + F - G = 0 (Check the appropriate point total.)

☒ 0 = 0 points ☐ 1 = 5 points ☐ 2 = 10 points ☐ 3 = 15 points

☐ 4 = 20 points ☐ 5 = 25 points ☐ 6 = 30 points ☐ 7 = 35 points

☐ 8 = 40 points ☐ 9 = 45 points ☐ 10 = 50 points ☐ 11 or more = 100 points

I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 0
Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Facility Name: CAMP BRANCH WRF

Part 5: Sludge Quantity and Storage

- A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) 6 months

(Check the appropriate point total.)

- | | |
|---|--|
| Greater than or equal to 4 months | ☒ = 0 points |
| Less than 4 months, but greater than or equal to 3 months | ☐ = 10 points |
| Less than 3 months, but greater than or equal to 2 months | ☐ = 20 points |
| Less than 2 months, but greater than or equal to 1 month | ☐ = 30 points |
| Less than one month | ☐ = 50 points |

TOTAL POINT VALUE FOR PART 5 0

Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

- A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

- | | |
|--------------------|--|
| 36 or more months | ☒ = 0 points |
| 24 - 35 months | ☐ = 10 points |
| 12 - 23 months | ☐ = 20 points |
| 6 - 11 months | ☐ = 30 points |
| Less than 6 months | ☐ = 50 points |

TOTAL POINT VALUE FOR PART 6 0

Enter this value on Part 11: Summary Sheet.

Facility Name: CAMP BRANCH WRF

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD₅ (CBOD₅) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population: 2560 Design Flow: .26 MGD Design BOD₅ (CBOD₅): 529.83 lbs/day
Equivalent (PE)

List industrial and/or residential developments.

Kensington, Waterford, Stone Creek, Union Station
Townside Square, Charleston Place Aberdeen,
Ksolin Farms, Waterstone, Seth Gardens, Mill Point

Will the additional loading overload the plant?
(Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory*, ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

☒ Yes = 0 points ☐ No = 121 points

TOTAL POINT VALUE FOR PART 8 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: CAMP BRANCH WRF

Part 9: Financial Status

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? **Include user charge rates.**

Yes

Residential Minimum \$24.84 Plus rate \$7.76 /1,000 gal.

Industrial Minimum \$414.00 Plus rate \$7.76 /1,000 gal.

Monthly residential rate based on 6,000 gallons usage \$ \$71.40

- B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

City Reserves and SRF

- C. Please attach a rate sheet and the most recent audit, if available.

Part 10: Subjective Evaluation

- A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

Plant is in good operation condition and is scheduled for a inspection and rehab.

- B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

System is in good operational condition. Liftstations have been repaired and upgraded as needed. Future repairs upgrades are scheduled for 2025.

- C. What sewage system improvements does the community have planned for construction in the next 5 years?

Tank inspection and rehab.

- D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

N/A

- E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

NONE

- F. Is the community presently involved in formal planning for treatment facility upgrading?

N/A

- G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection? _____ 0 _____

- H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

Yes, daily, weekly, monthly inspections and maintenance per O&M manuals.

- I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) ☐ Yes ☐ No

- J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) ☐ Yes ☐ No

- K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

Screen gearmotor \$2,500.

Centrifuge sludge pump VFD \$5,0000

Digester aerator rebuild \$5,0000

Actuator and gearbox repairs \$5,000

- L. List any additional comments. (Attach additional sheets if necessary.)

Facility Name: Camp Branch WRF

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

<u>Actual Values</u>	<u>Maximum Possible</u>
Part 1 <u>0</u> points	80 points
Part 2 <u>0</u> points	121 points
Part 3 <u>38</u> points	40 points
Part 4 <u>0</u> points	200 points
Part 5 <u>0</u> points	50 points
Part 6 <u>0</u> points	50 points
Part 7 <u>0</u> points	121 points
Part 8 <u>0</u> points	121 points
Total <u>38</u> points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.
- ☒ Mechanical plant with surface water discharge
☐ Aerated Lagoon or stabilization pond with surface water discharge
☐ Mechanical plant using land disposal of liquid wastes
☐ Aerated Lagoon or stabilization pond using land disposal of liquid wastes
3. Check the range that describes the action needed to address problems identified in the report.
- ☒ 0 - 70 points Actions as Appropriate*
☐ 71 - 120 points Departmental Recommendation Range*
☐ 121 - 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

5. In Question 1, do any of the actual point values in the left column equal the maximum possible points in the right column?

(Check the appropriate response.) ☐ Yes ☒ No

If yes, provide a written explanation for this situation in the space below.

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

FACILITY NAME: Camp Branch WRF

PLANT GRADE: III

PERMIT NUMBER: AL0074608

PLANT SUPERINTENDENT: Michael Franks C005072 WWIV

TEL. # 205-668-3817

SYSTEM MANAGER: Jacob T. Welch C007497 WWII

TEL. # 205-668-3871

PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Michael Franks	IV	C005072	11/30/2026
2.	William T. Seale	IV	C004958	12/31/2027
3.	Carey H. Hinch	IV	C001149	8/21/2025
4.				
5.				
6.				
7.				
8.	Jacob T. Welch (CS)	II	C007497	4/30/2026
9.	Justin Dennis (CS)	Trainee		
10.	Logan Wilson (CS)	Trainee		

COLLECTION SYSTEM OPERATORS:

1.	Matt Rollan	II	C000441	
2.	Dustin Sarracina	IC	C001181	12/31/2026
3.	Richard Russell	Maintenance		
4.	Evan Moates	Maintenance		

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR		
OPERATOR(S):		
GRADE I-C	40+	1
GRADE I		
GRADE II	40+	2
GRADE III		
GRADE IV	40+	3
DESIGNATED TRAINEE(S)	40+	2
LABORATORY		
MAINTENANCE	40+	2
OTHER PLANT WORKERS		

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	10
2ND	
3RD	

START TIME	0600

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	1	1	1	1	1	1	1
2ND							
3RD							

ADEM USE ONLY

1. DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?

2. DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?

YES	NO

MWPP SEWAGE SLUDGE SURVEY

Note: Permittees that submitted the "Annual Report Review Form" for sludge to the EPA may submit a copy with the MWPP in lieu of this Attachment

Facility Background Information:

1. Facility Information

Permit Number: AL0074608

Name: CAMP BRANCH WRF

Street Address: 255 TRAINING CENTER DR. CALERA, AL 35040

County: SHELBY

2. Facility Contact

Name: MICHAEL FRANKS

Title: WWTP SUPERINTENDENT

Telephone: 205-668-3817

Permittee Name: CITY OF CALERA JON GRAHAN MAYOR

Mailing Address: 7901 HWY 31 CALERA, AL 35040

Facility Flow Information:

1. Facility Wastewater Treatment Capacity

Average Daily Flow: 0.828 MGD

Facility Design Capacity: 3.5 MGD

2. Estimated Septage Quantity Handled (Residuals Removed from Septic Tank Systems)

Average Domestic Septage: 0 gallons per month

Average Commercial Septage: 0 gallons per month

3. Method of Septage Processing

☐

Mixed with Influent Wastewater for Treatment

☐

Mixed with Sewage Sludge

☐

4. Estimated Percentage Contributing Wastewater Flow

Residential: 100 %

Industrial: _____ %

Other: _____ %

Describe: _____

5. List type of wastewater treatment process(es) utilized at this facility:

Aeration, clarification, aerobic digestion, screening, disinfection, centrifuge and sludge thickening/dewatering.

6. Estimated sewage sludge wasting rate at this facility:

4,802.3

lb/day dry weight

or

57,587.5

gallons per day

7. Estimated untreated sludge received from off site:

N/A

lb/day dry weight

or

N/A

gallons per day

8. Estimated percent solids of combined sewage sludge prior to treatment:

1.0

%

9. List the sewage sludge treatment processes used in preparing sludge for final use or disposal:

Aeration,clarification,aerobic digestion,screening,disinfection,centrifuge and
sludge thickening/dewatering.

Sludge Quantity
(untreated pounds per day)

10. Estimate the total volume of sludge generated:

379.42 tons
(dry U.S. tons per year)

Sludge Disposal Methods

1. Which of the following describes the current method of sewage sludge disposal for this facility?

	Current Practices		Quantity (dry U.S. tons/year)	Proposed Practices	
	Approved by ADEM			Approved by ADEM	
	Yes	No		Yes	No
a. ☐ Land Application, Bulk Shipped	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
b. ☐ Land Application, Bagged/Other Container	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
c. ☐ Incineration	☐	☐		☐	☐
d. ☒ Subtitle D Landfill (Disposal Only)	☒	☐	379.42 tons	☒	☐
e. ☐ Lined Treatment Lagoon or Stabilization Pond	☐	☐		☐	☐
f. ☐ Unlined Lagoon or Stabilization Pond	☐	☐		☐	☐
g. ☐ Other (Please Describe)	☐	☐		☐	☐

2. If "f" was selected above and sludge is stored for two (2) or more years, enter the distance between the surface disposal site and the property line: N/A feet

Pollutant Concentrations:

1. Enter the total concentrations of the following analytes using existing data. **Do not enter TCLP results.**

Analyte	Concentration (mg/kg or ppm)	Sample Type	Sample Date	Detection Level Of Analysis
Arsenic	0.10mg/kg	GRAB	10/28/2024	99%
Cadmium	<2.0mg/kg	GRAB	10/28/2024	99%
Chromium	<2.0mg/kg	GRAB	10/28/2024	99%
Copper	0.07mg/kg	GRAB	10/24/2024	99%
Lead	0.10mg/kg	GRAB	10/28/2024	99%
Mercury	<0.10mg/kg	GRAB	11/01/2024	99%
Molybdenum	0.30mg/kg	GRAB	10/28/2024	99%
Nickel	0..375mg/kg	GRAB	10/28/2024	99%
Selenium	0.10mg/kg	GRAB	10/28/2024	99%
Zinc	0.13mg/kg	GRAB	10/24/2024	99%
Ammonium-Nitrogen	3.9mg/L	GRAB	10/22/2024	99%
Nitrate-Nitrogen	68.5mg/L	GRAB	10/22/2024	99%
Total Kjeldahl Nitrogen	482.9mg/L	GRAB	10/22/2024	99%

2. Enter the estimated or determined percent solids of the sewage sludge when sampled for the above analysis: 1.60 %

Treatment Provided for Sewage Sludge at the Facility:

1. Which class of pathogen reduction does the sewage sludge meet at the facility? (As defined in 40 CFR Part 503)

☐ Class A

☐ Alternative A1 – Time and Temperature

☐ Alternative A2 – Alkaline Treatment

☐ Alternative A3 – Analysis and Operation

☐ Alternative A4 – Analysis Only

☐ Alternative A5 – Process to Further Reduce Pathogens (PFRP)

☐ Heat Drying ☐ Thermophilic Aerobic Digestion ☐ Heat Treatment

☐ Pasteurization ☐ Gamma Ray Irradiation ☐ Beta Ray Irradiation ☐ Composting

☐ Alternative A6 – PFRP Equivalent _____

☒ Class B

☐ Alternative B1 – Fecal Coliform Count

☐ Alternative B2 – Process to Significantly Reduce Pathogens (PSRP)

☒ Aerobic Digestion

☐ Air Drying

☐ Anaerobic Digestion

☐ Composting

☐ Lime Stabilization

☐ Alternative B3 – PSRP Equivalent _____

☐ Neither or Unknown

Vector Attraction Control:

- ☐ Option 1 – Minimum 38% Reduction in Volatile Solids
- ☐ Option 2 – Anaerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 3 – Aerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 4 – Specific Oxygen Uptake Rate (SOUR) for Aerobically Digested Sludge
- ☐ Option 5 – Aerobic Processes plus Elevated Temperature
- ☐ Option 6 – Raised pH to 12 and Retained at 11.5
- ☐ Option 7 – 75% Solids with No Unstabilized Solids
- ☐ Option 8 – 90% Solids with Unstabilized Solids
- ☐ Option 9 – Injection Below Land Surface
- ☐ Option 10 – Incorporation into Soil within 6 or 8 Hours
- ☐ Option 11 – Covering Active Sewage Sludge Unit Daily
- ☐ None of the Above

Groundwater Monitoring:

1. If disposal practice is surface disposal or land application, is groundwater monitoring required or performed at this site? ☐ Yes* ☐ No

*If yes, please submit a copy of the groundwater monitoring reports along with this survey. Also, please provide the approximate depth to groundwater and the groundwater monitoring procedures used to obtain the data.

Land Application of Sewage Sludge:

Answer the following questions if sewage sludge is applied to land.

1. If sewage sludge is land applied in bulk form, what type of crop or other vegetation is grown on this site?

2. If sewage sludge is land applied in bulk form, what is the nitrogen requirement for this crop or vegetation?

3. If sewage sludge is land applied in bulk form, briefly describe the nature of any complaints filed from neighbors?

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-20

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

Resolved that the City of Calera informs the Department of Environmental Management that the following actions were taken by Calera City Council.

1. Reviewed the MWPP Annual Report which is attached to this resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a) Continue to operate and maintain the Buxahatchee Pollution Control Plant to its highest standards while looking for and eliminating sources of inflow and infiltration.

Council Member _____ moved that Resolution No. R-2025-20 be adopted. Council Member _____ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-20 adopted.

Adopted this 7th day of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie Payton, City Clerk

Municipal Water Pollution Prevention Resolution Form

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

RESOLVED that the (City), (Board) of City of Calera

informs the Department of Environmental Management that the following
actions were taken by (governing body) _____.

1. Reviewed the MWPP Annual Report which is attached to this resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a)
 - (b)
 - (c)
 - (d)

Passed by a (majority)(unanimous) vote of the _____
on (date).

Clerk

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

FACILITY NAME: Calera Pollution Control Plant PLANT GRADE: III
 PERMIT NUMBER: AL0050938
 PLANT SUPERINTENDENT: Michael Franks C005072 WWIV TEL. # 205-668-3817
 SYSTEM MANAGER: Jacob T. Welch C007497 WWII TEL. # 205-668-3871
 PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Thomas R. Colwell	IV	C004174	6/30/2025
2.	Gilbert McDaniel	IV	C009770	4/30/2026
3.	Kenneth Hill	IV	C001152	3/31/2027
4.				
5.				
6.				
7.				
8.	Jacob T. Welch (CS)	II	C007497	4/30/2026
9.	Justin Dennis (CS)	Trainee		
10.	Logan Wilson (CS)	Trainee		

COLLECTION SYSTEM OPERATORS:

1.	Matt Rollan	II	C000441	
2.	Dustin Sarracina	IC	C001181	12/31/2026
3.	Richard Russell	Maintenance		
4.	Evan Moates	Maintenance		

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR		
OPERATOR(S):		
GRADE I-C	40+	1
GRADE I		
GRADE II	40+	2
GRADE III		
GRADE IV	40+	3
DESIGNATED TRAINEE(S)	40+	2
LABORATORY		
MAINTENANCE		2
OTHER PLANT WORKERS		

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	10	START TIME	0600
2ND			
3RD			

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	1	1	1	1	1	1	1
2ND							
3RD							

ADEM USE ONLY

1. DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?
 2. DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?

YES	NO

MWPP SEWAGE SLUDGE SURVEY

Note: Permittees that submitted the "Annual Report Review Form" for sludge to the EPA may submit a copy with the MWPP in lieu of this Attachment

Facility Background Information:

1. Facility Information

Permit Number: AL0050938

Name: CALERA POLLUTION CONTROL PLANT
Street Address: 2272 5TH STREET CALERA,AL 35040
County: SHELBY

2. Facility Contact

Name: MICHAEL FRANKS
Title: WWTP SUPERINTENDENT
Telephone: 205-668-3817
Permittee Name: CITY OF CALERA JON GRAHAN MAYOR
Mailing Address: 7901 HWY 31 CALERA,AL 35040

Facility Flow Information:

1. Facility Wastewater Treatment Capacity

Average Daily Flow: .65 MGD
Facility Design Capacity: 1.5 MGD

2. Estimated Septage Quantity Handled (Residuals Removed from Septic Tank Systems)

Average Domestic Septage: 0 gallons per month
Average Commercial Septage: 0 gallons per month

3. Method of Septage Processing

- ☐ Mixed with Influent Wastewater for Treatment
☐ Mixed with Sewage Sludge
☐

4. Estimated Percentage Contributing Wastewater Flow

Residential: 100 %
Industrial: _____ %
Other: _____ %

Describe: _____

5. List type of wastewater treatment process(es) utilized at this facility:

Aeration,clarification,aerobic digestion,screening,disinfection,centrifuge and sludge thickening/dewatering.

6. Estimated sewage sludge wasting rate at this facility: 2,059.3 lb/day dry weight
or 24,693 gallons per day

7. Estimated untreated sludge received from off site: N/A lb/day dry weight
or N/A gallons per day

8. Estimated percent solids of combined sewage sludge prior to treatment: 1.0 %

9. List the sewage sludge treatment processes used in preparing sludge for final use or disposal:

Aeration, clarification, aerobic digestion, screening, disinfection, centrifuge and
sludge thickening/dewatering.

Sludge Quantity
(untreated pounds per day)

10. Estimate the total volume of sludge generated:

780 tons
(dry U.S. tons per year)

Sludge Disposal Methods

1. Which of the following describes the current method of sewage sludge disposal for this facility?

	Current Practices		Quantity (dry U.S. tons/year)	Proposed Practices	
	Approved by ADEM			Approved by ADEM	
	Yes	No		Yes	No
a. ☐ Land Application, Bulk Shipped	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
b. ☐ Land Application, Bagged/Other Container	☐	☐		☐	☐
☐ Agriculture	☐	☐		☐	☐
☐ Forest	☐	☐		☐	☐
☐ Public Contact	☐	☐		☐	☐
☐ Lawn/Home Garden	☐	☐		☐	☐
c. ☐ Incineration	☐	☐		☐	☐
d. ☒ Subtitle D Landfill (Disposal Only)	☒	☐	780 tons	☒	☐
e. ☐ Lined Treatment Lagoon or Stabilization Pond	☐	☐		☐	☐
f. ☐ Unlined Lagoon or Stabilization Pond	☐	☐		☐	☐
g. ☐ Other (Please Describe)	☐	☐		☐	☐

2. If "f" was selected above and sludge is stored for two (2) or more years, enter the distance between the surface disposal site and the property line: N/A feet

Pollutant Concentrations:

1. Enter the total concentrations of the following analytes using existing data. **Do not enter TCLP results.**

Analyte	Concentration (mg/kg or ppm)	Sample Type	Sample Date	Detection Level Of Analysis
Arsenic	0.10mg/kg	GRAB	10/28/2024	99%
Cadmium	<2.0mg/kg	GRAB	10/28/2024	99%
Chromium	<2.0mg/kg	GRAB	10/28/2024	99%
Copper	0.04mg/kg	GRAB	10/24/2024	99%
Lead	<0.10mg/kg	GRAB	10/28/2024	99%
Mercury	<0.10mg/kg	GRAB	11/01/2024	99%
Molybdenum	0.20mg/kg	GRAB	10/28/2024	99%
Nickel	0.130mg/kg	GRAB	10/28/2024	99%
Selenium	0.10mg/kg	GRAB	10/28/2024	99%
Zinc	0.09mg/kg	GRAB	10/24/2024	99%
Ammonium-Nitrogen	4.30mg/L	GRAB	10/22/2024	99%
Nitrate-Nitrogen	10.80mg/L	GRAB	10/22/2024	99%
Total Kjeldahl Nitrogen	194.80mg/L	GRAB	10/22/2024	99%

2. Enter the estimated or determined percent solids of the sewage sludge when sampled for the above analysis: 1.50 %

Treatment Provided for Sewage Sludge at the Facility:

1. Which class of pathogen reduction does the sewage sludge meet at the facility? (As defined in 40 CFR Part 503)

☐ Class A

☐ Alternative A1 – Time and Temperature

☐ Alternative A2 – Alkaline Treatment

☐ Alternative A3 – Analysis and Operation

☐ Alternative A4 – Analysis Only

☐ Alternative A5 – Process to Further Reduce Pathogens (PFRP)

☐ Heat Drying ☐ Thermophilic Aerobic Digestion ☐ Heat Treatment

☐ Pasteurization ☐ Gamma Ray Irradiation ☐ Beta Ray Irradiation ☐ Composting

☐ Alternative A6 – PFRP Equivalent _____

☒ Class B

☐ Alternative B1 – Fecal Coliform Count

☐ Alternative B2 – Process to Significantly Reduce Pathogens (PSRP)

☒ Aerobic Digestion

☐ Air Drying

☐ Anaerobic Digestion

☐ Composting

☐ Lime Stabilization

☐ Alternative B3 – PSRP Equivalent _____

☐ Neither or Unknown

Vector Attraction Control:

- ☐ Option 1 – Minimum 38% Reduction in Volatile Solids
- ☐ Option 2 – Anaerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 3 – Aerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- ☐ Option 4 – Specific Oxygen Uptake Rate (SOUR) for Aerobically Digested Sludge
- ☐ Option 5 – Aerobic Processes plus Elevated Temperature
- ☐ Option 6 – Raised pH to 12 and Retained at 11.5
- ☐ Option 7 – 75% Solids with No Unstabilized Solids
- ☐ Option 8 – 90% Solids with Unstabilized Solids
- ☐ Option 9 – Injection Below Land Surface
- ☐ Option 10 – Incorporation into Soil within 6 or 8 Hours
- ☐ Option 11 – Covering Active Sewage Sludge Unit Daily
- ☐ None of the Above

Groundwater Monitoring:

1. If disposal practice is surface disposal or land application, is groundwater monitoring required or performed at this site? ☐ Yes* ☐ No

*If yes, please submit a copy of the groundwater monitoring reports along with this survey. Also, please provide the approximate depth to groundwater and the groundwater monitoring procedures used to obtain the data.

Land Application of Sewage Sludge:

Answer the following questions if sewage sludge is applied to land.

1. If sewage sludge is land applied in bulk form, what type of crop or other vegetation is grown on this site?

2. If sewage sludge is land applied in bulk form, what is the nitrogen requirement for this crop or vegetation?

3. If sewage sludge is land applied in bulk form, briefly describe the nature of any complaints filed from neighbors?

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Calera Pollution Control Plant NPDES #: AL0050938

MUNICIPALITY: City of Calera COUNTY: SHELBY

CONTACT PERSON: JON GRAHAM

Responsible Official

MAYOR

Title

Telephone #: 205-668-3500 Fax #:

Email Address: jgraham@calera.org

CHIEF OPERATOR: MICHAEL FRANKS

Name

Telephone #: 205-668-3817 Fax #:

Email Address: mfranks@calera.org

Date: 04/08/2025

REVIEWED BY: WILLIAM HILYER

Consulting Engineer

Telephone #: 205-668-3886 Fax #:

Date: 04/08/2025

**MWPP Annual Report
Information Source List**

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2024 (due **May 31, 2025**).

- Part 1
 - A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
 - B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
 - C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).
- Part 2
 - A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
 - B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year
- Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.
- Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.
- Part 5
 - A. Describe the characteristics and quantity of sludge generated.
 - B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digester capacity may be used in the calculation.
- Part 6
 - A. Sludge Disposal Method
 - B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.
- Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.
- Part 8 Operator Certification
- Part 9 Financial Status
- Part 10 Subjective Evaluation
- Part 11 Summary Sheet

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.
2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.
3. Add the point totals on Part 11: Summary Sheet.
4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.
5. The governing body should pass a resolution which contains the following points:
 - a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.
 - b. The resolution should indicate what actions will be taken to prevent effluent violations.
 - c. The resolution should provide any other information the governing body or owner deems appropriate.
6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

Facility Name: CALERA POLLUTION CONTROL PLANT

Part 1: Influent Loading/Flows

- A. List the average monthly volumetric flows and BOD₅ (CBOD₅) loadings received at your facility during the last calendar year.

<u>Month</u>	<u>Column 1 Average Monthly Flowrate (MGD)</u>	<u>Column 2 Average Monthly BOD₅ (CBOD₅) Concentration (mg/l)</u>	<u>Column 3 Average Loading BOD₅ (CBOD₅) (lbs/day**)</u>
January	0.926	206	1259
February	1.056	153	1216
March	1.027	163	1205
April	0.849	170	964
May	0.629	187	768
June	0.619	200	874
July	0.781	213	1084
August	0.624	218	873
September	0.670	245	811
October	0.532	201	752
November	0.620	193	926
December	0.567	228	1033
Annual Avg.	0.741	198	980

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

- B. List the average design flow and average design BOD₅ (CBOD₅) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	<u>Average Design Flow</u>	<u>Average Design BOD₅ (CBOD₅) Loading (lbs/day)</u>
Design Criteria	1.50 MGD	2,502.00
90% of the Design Criteria	1.35MGD	2,251.80

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?
_____0_____ (Check the appropriate point total)

☒ 0 - 4 = 0 points ☐ 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?
_____0_____ (Check the appropriate point total)

☒ 0 = 0 points ☐ 1 - 2 = 5 points ☐ 3 - 4 = 10 points ☐ 5 or more = 15 points

E. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?
_____0_____ (Check the appropriate point total)

☒ 0 - 1 = 0 points ☐ 2 - 4 = 5 points ☐ 5 or more = 10 points

F. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?
_____0_____ (Check the appropriate point total)

☒ 0 = 0 points ☐ 1 = 10 points ☐ 2 = 20 points ☐ 3 = 30 points ☐ 4 = 40 points ☐ 5 or more = 50 points

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = _____0_____

D points = _____0_____

E points = _____0_____

F points = _____0_____

TOTAL POINTS VALUE FOR PART 1 _____0_____

Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD₅ loading for comparison with design loading for those permittees using influent CBOD₅, divide annual average CBOD₅ loading in lbs/day from Part 1, A by 0.7.

Facility Name: CALERA POLLUTION CONTROL PLANT

Part 2: Effluent Quality/Plant Performance

- A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD₅, (CBOD₅) TSS, NH₃-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

	<u>Months</u>	<u>BOD₅ (CBOD₅) (mg/l)</u>	<u>TSS (mg/l)</u>	<u>NH₃-N (mg/l)</u>	<u>TKN (mg/l)</u>
Permit Limit	May-Nov.	3.5	30.0	0.50	REPORT
	Dec.-April	8.0	30.0	1.50	REPORT

(2) DMR Concentration

<u>Qtr</u>	<u>Month</u>	<u>BOD₅ (CBOD₅) (mg/l)</u>	<u>TSS (mg/l)</u>	<u>NH₃-N (mg/l)</u>	<u>TKN (mg/l)</u>
1	January	0.56	0.24	0.01	1.32
	February	0.22	0.26	0.01	3.04
	March	0.42	0.20	0.02	1.13
2	April	0.28	0.33	0.09	0.85
	May	0.16	0.69	0.01	16.70
	June	0	0.44	0.01	0.49
3	July	0.34	0.23	0.01	0.73
	August	0.11	0.39	0.35	1.41
	September	0.14	0.41	0.19	0.94
4	October	0.24	0.45	0.01	1.08
	November	0.79	0.36	0.01	1.15
	December	0.06	0.20	0.01	0.59
	Annual Avg.	0.27	0.35	0.06	2.45

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

	<u>Months</u>	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
Permit Limit	May-Nov.	43.70	375.0	6.20	REPORT
	Dec.-April	100.0	375.0	18.70	REPORT

(2) DMR Loading

<u>Qtr</u>	<u>Month</u>	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
1	January	3.58	1.34	0.05	6.98
	February	1.71	2.18	0.07	7.46
	March	2.05	1.65	0.10	4.80
2	April	1.71	2.10	0.15	4.80
	May	0.71	2.44	0.39	81.57
	June	0	1.98	0.04	3.14
3	July	0.65	1.29	0.04	4.34
	August	0.23	1.56	1.29	5.79
	September	0.63	1.86	0.70	3.59
4	October	0.91	1.70	0.03	3.91
	November	3.60	1.59	0.05	6.41
	December	0.20	0.93	0.04	2.53
Annual Avg.		1.33	1.71	0.24	13.34

C. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points

☐ Yes = 121 points

- D. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

- E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

- F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

- G. During the past year did the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

- H. During the past year did either the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

- I. Enter each point value checked for C through H in the blanks below.

C Points = 0

D Points = 0

E Points = 0

F Points = 0

G Points = 0

H Points = 0

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) 0 (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: CALERA POLLUTION CONTROL PLANT

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 2005

Subtract the above answer from the report year to determine age:

Age = (Last Calendar year) - (Answer to A)

Age 19 = (2024) - (2005)

Enter Age in Part C below.

B. Check the type of treatment facility employed.

	Factor
<u>X</u> Mechanical Treatment Plant	2.0
<u> </u> Aerated Lagoon	1.5
<u> </u> Stabilization Pond	1.0
<u> </u> Other (Specify: <u> </u>)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

$$\frac{2.0}{\text{(Factor)}} \times \frac{19}{\text{(Age)}} = \underline{38} \quad \text{TOTAL POINT VALUE FOR PART 3}$$

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Facility Name: CALERA POLLUTION CONTROL PLANT

Part 4: Bypassing and Overflows

- A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0
- B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 6
- C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? 0
- D. Add together Answers A and B and subtract Answer C from that total.
 $A + B - C = \underline{6}$ (Check the appropriate point total.)
- ☐ 0 = 0 points ☐ 1 = 5 points ☐ 2 = 10 points ☐ 3 = 15 points
☐ 4 = 20 points ☐ 5 = 25 points ☒ 6 = 30 points ☐ 7 = 35 points
☐ 8 = 40 points ☐ 9 = 45 points ☐ 10 = 50 points ☐ 11 or more = 100 points
- E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0
- F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 0
- G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 0
- H. Add together Answers E and F and subtract Answer G from that total.
 $E + F - G = \underline{0}$ (Check the appropriate point total.)
- ☒ 0 = 0 points ☐ 1 = 5 points ☐ 2 = 10 points ☐ 3 = 15 points
☐ 4 = 20 points ☐ 5 = 25 points ☐ 6 = 30 points ☐ 7 = 35 points
☐ 8 = 40 points ☐ 9 = 45 points ☐ 10 = 50 points ☐ 11 or more = 100 points
- I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 30
Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Facility Name: CALERA POLLUTION CONTROL PLANT

Part 5: Sludge Quantity and Storage

- A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) 4

(Check the appropriate point total.)

- | | |
|---|--|
| Greater than or equal to 4 months | ☒ = 0 points |
| Less than 4 months, but greater than or equal to 3 months | ☐ = 10 points |
| Less than 3 months, but greater than or equal to 2 months | ☐ = 20 points |
| Less than 2 months, but greater than or equal to 1 month | ☐ = 30 points |
| Less than one month | ☐ = 50 points |

TOTAL POINT VALUE FOR PART 5 0

Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

- A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

- | | |
|--------------------|--|
| 36 or more months | ☒ = 0 points |
| 24 - 35 months | ☐ = 10 points |
| 12 - 23 months | ☐ = 20 points |
| 6 - 11 months | ☐ = 30 points |
| Less than 6 months | ☐ = 50 points |

TOTAL POINT VALUE FOR PART 6 0

Enter this value on Part 11: Summary Sheet.

Facility Name: CALERA POLLUTION CONTROL PLANT

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD₅ (CBOD₅) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population: 1200 Design Flow: .12 MGD Design BOD₅ (CBOD₅): 350.38 lbs/day
Equivalent (PE)

List industrial and/or residential developments.

Camden Park, Timberline, Emerald Ridge,
Stonebriar

Will the additional loading overload the plant?
(Check the appropriate point total.)

☒ No = 0 points ☐ Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory*, ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

☒ Yes = 0 points ☐ No = 121 points

TOTAL POINT VALUE FOR PART 8 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: CALERA POLLUTION CONTROL PLANT

Part 9: Financial Status

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? **Include user charge rates.**

Yes

Residential Minimum \$24.84 Plus rate \$7.76 /1,000 gal.

Industrial Minimum \$414.00 Plus rate \$7.76 /1,000 gal.

Monthly residential rate based on 6,000 gallons usage \$ \$71.40

- B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

SRF for future plant upgrades and collection system upgrades.

- C. Please attach a rate sheet and the most recent audit, if available.

Part 10: Subjective Evaluation

- A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

Plant is physically sound and smaller in capacity.

- B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

Collection system contains the oldest part of lines in our system. Lift stations have been upgraded and are continuing to be updated as needed, remediation of sewer lines are in progress and in design.

- C. What sewage system improvements does the community have planned for construction in the next 5 years?

SCADA and electrical upgrades. New chemical feed building and membrane filtration

New SBR Basins.

- D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

N/A

- E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

NONE

- F. Is the community presently involved in formal planning for treatment facility upgrading?

YES

- G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection?

- H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

Yes, weekly, daily, monthly inspections and maintenance per O&M manuals.

- I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) ☒ Yes ☐ No

- J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) ☒ Yes ☐ No

- K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

BLOWERS \$5K

GENERATOR TRANSFER SWITCH \$15K

ACTUATORS \$10K

PUMPS \$20K

- L. List any additional comments. (Attach additional sheets if necessary.)

Facility Name: CALERA POLLUTION CONTROL PLANT

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

<u>Actual Values</u>	<u>Maximum Possible</u>
Part 1 <u>0</u> points	80 points
Part 2 <u>0</u> points	121 points
Part 3 <u>38</u> points	40 points
Part 4 <u>30</u> points	200 points
Part 5 <u>0</u> points	50 points
Part 6 <u>0</u> points	50 points
Part 7 <u>0</u> points	121 points
Part 8 <u>0</u> points	121 points
Total <u>68</u> points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.

- ☐ Mechanical plant with surface water discharge
☐ Aerated Lagoon or stabilization pond with surface water discharge
☒ Mechanical plant using land disposal of liquid wastes
☐ Aerated Lagoon or stabilization pond using land disposal of liquid wastes

3. Check the range that describes the action needed to address problems identified in the report.

- ☒ 0 - 70 points Actions as Appropriate*
☐ 71 - 120 points Departmental Recommendation Range*
☐ 121 - 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

5. In Question 1, do any of the actual point values in the left column equal the maximum possible points in the right column?

(Check the appropriate response.) ☐ Yes ☒ No

If yes, provide a written explanation for this situation in the space below.

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-21

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

WHEREAS, the Calera Police Department is reviewing and adopting New Department Policies and Procedures through Lexipol

WHEREAS, during the Fiscal Year needs may arise to amend the Calera Police Department's Policies and Procedures; and

WHEREAS, these new Policies and Procedures are needed for the day-to-day operations of this department; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Calera that the following policies, as attached to this Resolution and incorporated herein, are approved and adopted, to take effect immediately;

- 324 Subpoenas and Court Appearances
- 335 Public Safety Video Surveillance System
- 424 Portable Audio/Video Recorders
- 423 Mobile Data Terminal Use
- 422 Mobile Audio/Video

Council Member _____ moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2025-21. Council Member _____ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Council Member _____ moved that Resolution No. R-2025-21 be adopted. Council Member _____ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-21 adopted.

Adopted this 7th day of April 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Subpoenas and Court Appearances

324.1 PURPOSE AND SCOPE

This policy establishes the guidelines for department members who must appear in court. It will allow the Calera Police Department to cover any related work absences and keep the Department informed about relevant legal matters.

324.2 POLICY

Calera Police Department members will respond appropriately to all subpoenas and any other court-ordered appearances.

324.3 SUBPOENAS

Only department members authorized to receive a subpoena on behalf of this department or any of its members may do so.

324.3.1 SPECIAL NOTIFICATION REQUIREMENTS

Any member who is subpoenaed to testify, agrees to testify or provides information on behalf or at the request of any party other than the City Attorney or the prosecutor shall notify his/her immediate supervisor without delay regarding:

- (a) Any civil case where the City or one of its members, as a result of his/her official capacity, is a party.
- (b) Any civil case where any other city, county, state or federal unit of government or a member of any such unit of government, as a result of his/her official capacity, is a party.
- (c) Any criminal proceeding where the member is called to testify or provide information on behalf of the defense.
- (d) Any civil action stemming from the member's on-duty activity or because of his/her association with the Calera Police Department.
- (e) Any personnel or disciplinary matter when called to testify or to provide information by a government entity other than the Calera Police Department.

The supervisor will then notify the Chief of Police and the appropriate prosecuting attorney as may be indicated by the case. The Chief of Police should determine if additional legal support is necessary (Ala. Code § 12-21-3.1).

No member shall be retaliated against for testifying in any matter.

324.3.2 CIVIL SUBPOENA

The Department will compensate members who appear in their official capacities on civil matters arising out of their official duties, as directed by the current memorandum of understanding.

The Department may seek reimbursement for the member's compensation through the civil attorney of record who subpoenaed the member.

Subpoenas and Court Appearances

324.3.3 OFF-DUTY RELATED SUBPOENAS

Members receiving valid subpoenas for off-duty actions not related to their employment or appointment will not be compensated for their appearance. Arrangements for time off shall be coordinated through their immediate supervisors.

324.4 FAILURE TO APPEAR

Any member who fails to comply with the terms of any properly served subpoena or court-ordered appearance may be subject to discipline. This includes properly served orders to appear that were issued by a state administrative agency.

324.5 STANDBY

To facilitate standby agreements, members are required to provide and maintain current information on their addresses and contact telephone numbers with the Department.

If a member on standby changes his/her location during the day, the member shall notify the designated department member of how he/she can be reached. Members are required to remain on standby until released by the court or the party that issued the subpoena.

324.6 COURTROOM PROTOCOL

When appearing in court, members shall:

- (a) Be punctual and prepared to proceed immediately with the case for which they are scheduled to appear.
- (b) Dress in the department uniform or business attire.
- (c) Observe all rules of the court in which they are appearing and remain alert to changes in the assigned courtroom where their matter is to be heard.

324.6.1 TESTIMONY

Before the date of testifying, the subpoenaed member shall request a copy of relevant reports and become familiar with the content in order to be prepared for court.

324.6.2 EVIDENCE

When a member is directed by a subpoena to appear in court with evidence, that member should:

- (a) Notify the Property Division promptly after receiving the subpoena that the specified evidence is needed for court, and verify that the evidence is readily available.
- (b) Verify whether the evidence will be analyzed by the time of the court appearance, if applicable, and advise the prosecutor of any delay.
- (c) Check with the prosecuting attorney on a timely basis if in doubt about what items or materials to bring to court.
- (d) Notify the prosecuting attorney on a timely basis in the event that evidence has been lost, stolen or misplaced, or if previously undisclosed information about the evidence has become available.

Subpoenas and Court Appearances

- (e) Comply with provisions of the Property Division Policy regarding checking out the evidence and transferring custody of the evidence to the prosecutor or the court, whichever is appropriate.

324.7 OVERTIME APPEARANCES

When a member appears in court on his/her off-duty time, he/she will be compensated in accordance with the current memorandum of understanding.

Public Safety Video Surveillance System

335.1 PURPOSE AND SCOPE

This policy provides guidance for the placement and monitoring of department public safety video surveillance, as well as the storage and release of the captured images.

This policy only applies to overt, marked public safety video surveillance systems operated by the Department. It does not apply to mobile audio/video systems, covert audio/video systems or any other image-capturing devices used by the Department.

335.2 POLICY

The Calera Police Department operates a public safety video surveillance system to complement its anti-crime strategy, to effectively allocate and deploy personnel, and to enhance public safety and security in public areas. Cameras may be placed in strategic locations throughout the City to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters and to assist City officials in providing services to the community.

Video surveillance in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

335.3 OPERATIONAL GUIDELINES

Only department-approved video surveillance equipment shall be utilized. Members authorized to monitor video surveillance equipment should only monitor public areas and public activities where no reasonable expectation of privacy exists. The Chief of Police or the authorized designee shall approve all proposed locations for the use of video surveillance technology and should consult with and be guided by legal counsel as necessary in making such determinations.

335.3.1 PLACEMENT AND MONITORING

Camera placement will be guided by the underlying purpose or strategy associated with the overall video surveillance plan. As appropriate, the Chief of Police should confer with other affected City divisions and designated community groups when evaluating camera placement. Environmental factors, including lighting, location of buildings, presence of vegetation or other obstructions, should also be evaluated when determining placement.

Cameras shall only record video images and not sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high-value or high-threat areas. The public safety video surveillance system may be useful for the following purposes:

- (a) To prevent, deter and identify criminal activity.
- (b) To target identified areas of gang and narcotics complaints or activity.
- (c) To respond to critical incidents.

Public Safety Video Surveillance System

- (d) To assist in identifying, apprehending and prosecuting offenders.
- (e) To document officer and offender conduct during interactions to safeguard the rights of the public and officers.
- (f) To augment resources in a cost-effective manner.
- (g) To monitor pedestrian and vehicle traffic activity.

Images from each camera should be recorded in a manner consistent with the underlying purpose of the particular camera. When activity warranting further investigation is reported or detected at any camera location, the available information should be provided to responding officers in a timely manner. The Patrol Sergeant or trained the Dispatch Center personnel are authorized to adjust the cameras to more effectively view a particular area for any legitimate public safety purpose.

The Chief of Police may authorize video feeds from the public safety video surveillance system to be forwarded to a specified location for monitoring by other than police personnel, such as allied government agencies, road or traffic crews, or fire or emergency operations personnel.

Unauthorized recording, viewing, reproduction, dissemination or retention of anything documented by public safety surveillance equipment is prohibited.

335.3.2 INTEGRATION WITH OTHER TECHNOLOGY

The Department may elect to integrate its public safety video surveillance system with other technology to enhance available information. Systems such as gunshot detection, incident mapping, crime analysis, license plate recognition, facial recognition and other video-based analytical systems may be considered based upon availability and the nature of department strategy.

The Department should evaluate the availability and propriety of networking or otherwise collaborating with appropriate private sector entities and should evaluate whether the use of certain camera systems, such as pan-tilt-zoom systems, video enhancement or other analytical technology, requires additional safeguards.

335.4 VIDEO SUPERVISION

Supervisors should monitor video surveillance access and usage to ensure members follow department policy and applicable laws. Supervisors should ensure such use and access is appropriately documented.

335.4.1 PROHIBITED ACTIVITY

Public safety video surveillance systems will not intentionally be used to invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

Public safety video surveillance equipment shall not be used in an unequal or discriminatory manner and shall not target individuals or groups based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.

Public Safety Video Surveillance System

Video surveillance equipment shall not be used to harass, intimidate, or discriminate against any individual or group.

335.5 STORAGE AND RETENTION OF MEDIA

All downloaded media shall be stored in a secure area with access restricted to authorized persons. A recording needed as evidence shall be copied to a suitable medium and booked into evidence in accordance with established evidence procedures. All actions taken with respect to retention of media shall be appropriately documented.

The type of video surveillance technology employed and the manner in which recordings are used and stored will affect retention periods. The recordings should be stored and retained in accordance with the established records retention schedule as determined by the Local Government Records Commission (Ala. Code § 41-13-23).

335.5.1 EVIDENTIARY INTEGRITY

All downloaded and retained media shall be treated in the same manner as other evidence. Media shall be accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, digital masking of innocent or uninvolved individuals to preserve anonymity, authenticity certificates and date and time stamping shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.

335.6 RELEASE OF VIDEO IMAGES

All recorded video images gathered by the public safety video surveillance equipment are for the official use of the Calera Police Department.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for department public records.

Requests for recorded images from other law enforcement agencies shall be referred to the Patrol Lieutenant for release in accordance with a specific and legitimate law enforcement purpose.

Recorded video images that are the subject of a court order or subpoena shall be processed in accordance with the established department subpoena process.

335.7 VIDEO SURVEILLANCE AUDIT

The Chief of Police or the authorized designee may conduct an annual review of the public safety video surveillance system. The review should include an analysis of the cost, benefit and effectiveness of the system, including any public safety issues that were effectively addressed or any significant prosecutions that resulted, and any systemic operational or administrative issues that were identified, including those related to training, discipline or policy.

Public Safety Video Surveillance System

The results of each review shall be appropriately documented and maintained by the Chief of Police or the authorized designee and other applicable advisory bodies. Any recommendations for training or policy should be promptly addressed.

335.8 TRAINING

All department members authorized to operate or access public safety video surveillance systems shall receive appropriate training. Training should include guidance on the use of cameras, interaction with dispatch and patrol operations and a review regarding relevant policies and procedures, including this policy. Training should also address state and federal law related to the use of video surveillance equipment and privacy.

Portable Audio/Video Recorders

424.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties. Portable audio/video recording devices include all recording systems whether body-worn, hand-held or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted at any Calera Police Department facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

424.2 POLICY

The Calera Police Department may provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

424.3 COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator responsible for:

- (a) Establishing procedures for the security, storage, and maintenance of data and recordings.
- (b) Establishing procedures for accessing data and recordings.
- (c) Establishing procedures for logging or auditing access.
- (d) Establishing procedures for transferring, downloading, tagging, or marking events.

424.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity of this department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

424.5 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that he/she is equipped with a portable recorder, issued by the Department, and that the recorder is in good working order. If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and the IT department, via a work order ticket, and obtain a functioning device as soon as reasonably practicable. Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable.

Portable Audio/Video Recorders

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

When using a recorder, the assigned member shall record his/her name, CPD identification number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members should include the reason for deactivation.

424.6 ACTIVATION OF THE AUDIO/VIDEO RECORDER

This policy is not intended to describe every possible situation in which the recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The recorder should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which an officer would normally notify the Dispatch Center
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

424.6.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

Portable Audio/Video Recorders

424.6.2 SURREPTITIOUS USE OF THE AUDIO/VIDEO RECORDER

Alabama law permits an individual to surreptitiously record any conversation in which one party to the conversation has given his/her permission.

Members may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation.

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

424.6.3 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

424.7 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in an official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Patrol Sergeant. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

424.8 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report.

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.

Portable Audio/Video Recorders

- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an undercover officer or confidential informant.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

424.8.1 RETENTION REQUIREMENTS

All recordings shall be retained for a period consistent with the requirements of the established records retention schedule but in no event for a period less than 180 days.

424.9 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings as a resource. (See the Officer-Involved Shootings and Deaths Policy for guidance in those cases.) However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing a member's performance.

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation, or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.
- (d) Consistent with state law, upon receiving a written request from an individual or authorized personal representative of an individual whose image or voice is the subject of the recording (Ala. Code § 36-21-213).
 - 1. The review shall be limited to portions of the recording that are relevant to the request.
 - 2. Requests should be denied if there is a reasonable belief that disclosure would compromise the integrity of an active investigation or prosecution.

All recordings should be reviewed by the Public Records Clerk prior to public release (see the Records Maintenance and Release Policy).

Mobile Data Terminal Use

423.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper access, use and application of the Mobile Data Terminal (MDT) system in order to ensure proper access to confidential records from local, state and national law enforcement databases, and to ensure effective electronic communications between department members and the Dispatch Center.

423.2 POLICY

Calera Police Department members using the MDT shall comply with all appropriate federal and state rules and regulations and shall use the MDT in a professional manner, in accordance with this policy.

423.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to messages accessed, transmitted, received or reviewed on any department technology system (see the Information Technology Use Policy for additional guidance).

423.4 RESTRICTED ACCESS AND USE

MDT use is subject to the Information Technology Use and Protected Information policies.

Members shall not access the MDT system if they have not received prior authorization and the required training. Members shall immediately report unauthorized access or use of the MDT by another member to their supervisors or Patrol Sergeants.

Use of the MDT system to access law enforcement databases or transmit messages is restricted to official activities, business-related tasks or communications that are directly related to the business, administration or practices of the Department. In the event that a member has questions about sending a particular message or accessing a particular database, the member should seek prior approval from his/her supervisor.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing or any other inappropriate messages on the MDT system is prohibited and may result in discipline.

It is a violation of this policy to transmit a message or access a law enforcement database under another member's name or to use the password of another member to log in to the MDT system unless directed to do so by a supervisor. Members are required to log off the MDT or secure the MDT when it is unattended. This added security measure will minimize the potential for unauthorized access or misuse.

423.4.1 USE WHILE DRIVING

Use of the MDT by the vehicle operator should be limited to times when the vehicle is stopped. Information that is required for immediate enforcement, investigative, tactical or safety needs should be transmitted over the radio.

Mobile Data Terminal Use

In no case shall an operator attempt to send or review lengthy messages while the vehicle is in motion.

423.5 DOCUMENTATION OF ACTIVITY

Except as otherwise directed by the Patrol Sergeant or other department-established protocol, all calls for service assigned by a communications operator should be communicated by voice over the police radio and electronically via the MDT unless security or confidentiality prevents such broadcasting.

MDT and voice transmissions are used to document the member's daily activity. To ensure accuracy:

- (a) All contacts or activity shall be documented at the time of the contact.
- (b) Whenever the activity or contact is initiated by voice, it should be documented by a communications operator.
- (c) Whenever the activity or contact is not initiated by voice, the member shall document it via the MDT.

423.5.1 STATUS CHANGES

All changes in status (e.g., arrival at scene, meal periods, in service) will be transmitted over the police radio or through the MDT system.

Members responding to in-progress calls should advise changes in status over the radio to assist other members responding to the same incident. Other changes in status can be made on the MDT when the vehicle is not in motion.

423.5.2 EMERGENCY ACTIVATION

If there is an emergency activation and the member does not respond to a request for confirmation of the need for emergency assistance or confirms the need, available resources will be sent to assist in locating the member. If the location is known, the nearest available officer should respond in accordance with the Officer Response to Calls Policy.

Members should ensure a field supervisor and the Patrol Sergeant are notified of the incident without delay.

Officers not responding to the emergency shall refrain from transmitting on the police radio until a no-further-assistance broadcast is made or if they are handling a different emergency.

423.6 EQUIPMENT CONSIDERATIONS

423.6.1 MALFUNCTIONING MDT

Whenever possible, members will not use vehicles with malfunctioning MDTs. Whenever members must drive a vehicle in which the MDT is not working, they shall notify the Dispatch Center and they shall notify the IT department via a work order ticket. It shall be the responsibility of the communications operator to document all information that will then be transmitted verbally over the police radio.

Mobile Data Terminal Use

423.6.2 BOMB CALLS

When investigating reports of possible bombs, members should not communicate on their MDTs when in the evacuation area of a suspected explosive device. Radio frequency emitted by the MDT could cause some devices to detonate.

Mobile Audio/Video

422.1 PURPOSE AND SCOPE

The Calera Police Department has equipped marked law enforcement vehicles with Mobile Audio/Video (MAV) recording systems to provide records of events and to assist officers in the performance of their duties. This policy provides guidance on the use of these systems.

422.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - Any process that causes the MAV system to transmit or store video or audio data in an active mode.

In-car camera system and MAV system - Synonymous terms that refer to any system that captures audio and video signals, that is capable of installation in a vehicle, and that includes at a minimum, a camera, microphone, recorder and monitor.

MAV technician - Personnel certified or trained in the operational use and repair of MAVs, duplicating methods and storage and retrieval methods and who have a working knowledge of video forensics and evidentiary procedures.

Recorded media - Audio/video signals recorded or digitally stored on a storage device or portable media.

422.2 POLICY

It is the policy of the Calera Police Department to use mobile audio/video recording technology to more effectively fulfill the mission of the Department and to ensure these systems are used securely and efficiently.

422.3 OFFICER RESPONSIBILITIES

Prior to going into service, each officer will properly equip him/herself to record audio and video in the field. At the end of the shift, each officer will follow the established procedures for providing to the Department any recordings or used media and any other related equipment. Each officer should have adequate recording media for the entire duty assignment. In the event an officer works at a remote location and reports in only periodically, additional recording media may be issued. Only Calera Police Department identified and labeled media with tracking numbers is to be used.

At the start of each shift, officers should test the MAV system's operation in accordance with manufacturer specifications and department operating procedures and training.

If the system is malfunctioning, the officer shall take the vehicle out of service unless a supervisor requests the vehicle remain in service.

Mobile Audio/Video

422.4 ACTIVATION OF THE MAV

The MAV system is designed to turn on whenever the vehicle's emergency lights are activated. The system remains on until it is turned off manually. The audio portion is independently controlled and should be activated manually by the officer whenever appropriate. When audio is being recorded, the video will also record.

422.4.1 REQUIRED ACTIVATION OF THE MAV

This policy is not intended to describe every possible situation in which the MAV system may be used, although there are many situations where its use is appropriate. An officer may activate the system any time the officer believes it would be appropriate or valuable to document an incident.

In some circumstances it is not possible to capture images of the incident due to conditions or the location of the camera. However, the audio portion can be valuable evidence and is subject to the same activation requirements as the MAV. The MAV system should be activated in any of the following situations:

- (a) All field contacts involving actual or potential criminal conduct within video or audio range:
 - 1. Traffic stops (including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops)
 - 2. Priority responses
 - 3. Vehicle pursuits
 - 4. Suspicious vehicles
 - 5. Arrests
 - 6. Vehicle searches
 - 7. Physical or verbal confrontations or use of force
 - 8. Pedestrian checks
 - 9. Driving while under the influence (DUI) investigations, including field sobriety tests
 - 10. Interviews with minors/ students
 - 11. Crimes in progress
 - 12. Responding to an in-progress call
- (b) All self-initiated activity in which an officer would normally notify the Dispatch Center
- (c) Any call for service involving a crime where the recorder may aid in the apprehension and/or prosecution of a suspect, including:
 - 1. Domestic violence
 - 2. Disturbance of the peace
 - 3. Offenses involving violence or weapons

Mobile Audio/Video

- (d) Any other contact that becomes adversarial after the initial contact, in a situation that would not otherwise require recording
- (e) Any other circumstance where the officer believes that a recording of an incident would be appropriate

Activation of the MAV system is not required when exchanging information with other officers, during breaks or lunch periods, or when not in service or not actively on patrol.

422.4.2 CESSATION OF RECORDING

Once activated, the MAV system should remain on until the incident has concluded. For the purpose of this section, conclusion of an incident has occurred when all arrests have been made, arrestees have been transported and all witnesses and victims have been interviewed. Recording may cease if an officer is simply waiting for a tow truck or a family member to arrive, or in other similar situations.

422.4.3 SURREPTITIOUS RECORDING

No member of this department may surreptitiously record a conversation of any other member of this department except with a court order or when lawfully authorized by the Chief of Police or the authorized designee for the purpose of conducting a criminal or administrative investigation.

422.4.4 SUPERVISOR RESPONSIBILITIES

Supervisors should determine if vehicles with non-functioning MAV systems should be placed into service. If these vehicles are placed into service, the appropriate documentation should be made, including notification of the Dispatch Center.

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, officer-involved shootings, department-involved traffic accidents), the appropriate person shall retrieve the media. The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media.

Supervisors or dispatch may activate the MAV system remotely to monitor a developing situation, such as a chase, riot or an event that may threaten public safety, officer safety or both, when the purpose is to obtain tactical information to assist in managing the event. Employees shall not remotely activate the MAV system solely for the purpose of monitoring the conversations or actions of an officer.

422.5 REVIEW OF MAV RECORDINGS

All recording media, recorded images, and audio recordings are the property of the Department. Dissemination outside of the Department is strictly prohibited, except to the extent permitted or required by law.

To prevent damage to, or alteration of, the original recorded media, it shall not be copied, viewed, or otherwise inserted into any device not approved by the Department, MAV technician, or forensic media staff. When reasonably possible, a copy of the original media shall be used for viewing (unless otherwise directed by the courts) to preserve the original media.

Calera Police Department

Calera Police Department Policy Manual

Mobile Audio/Video

Recordings may be reviewed in any of the following situations:

- (a) By officers for use when preparing reports or statements
- (b) By a supervisor investigating a specific act of officer conduct
- (c) By a supervisor to assess officer performance
- (d) To assess proper functioning of MAV systems
- (e) By department investigators who are participating in an official investigation, such as a personnel complaint, administrative inquiry, or a criminal investigation
- (f) By department personnel who request to review recordings
- (g) By an officer who is captured on or referenced in the video or audio data, and reviews and uses such data for any purpose relating to the officer's employment
- (h) By court personnel through proper process or with the permission of the Chief of Police or the authorized designee
- (i) To assess possible training value
- (j) For training purposes. If an involved officer objects to showing a recording, the officer's objection will be submitted to the command staff to determine if the training value outweighs the officer's objection.
- (k) As may be directed by the Chief of Police or the authorized designee
- (l) Consistent with state law, upon receiving a written request from an individual or authorized personal representative of an individual whose image or voice is the subject of the recording (Ala. Code § 36-21-213).
 - 1. Such review shall be limited to portions of the recording that are relevant to the request.
 - 2. Requests should be denied if there is a reasonable belief that disclosure would compromise the integrity of an active investigation or prosecution.

In no event shall any recording be used or shown for the purpose of ridiculing or embarrassing any member.

422.6 DOCUMENTING MAV USE

If any incident is recorded with either the video or audio system, the existence of that recording shall be documented in the officer's report and properly classified within the MAV system. If a citation is issued, the officer shall make a notation on the back of the records copy of the citation indicating that the incident was recorded.

422.7 RECORDING MEDIA STORAGE AND INTEGRITY

Once submitted for storage, all recording media will be labeled and stored in a designated secure area. All recording media that is not booked as evidence will be retained for a minimum of 180 days and disposed of in accordance with the established records retention schedule.

Mobile Audio/Video

422.7.1 COPIES OF ORIGINAL RECORDING MEDIA

Original recording media shall not be used for any purpose other than for initial review by a supervisor. Upon proper request, a copy of the original recording media will be made for use as authorized in this policy.

Original recording media may only be released in response to a court order or upon approval by the Chief of Police or the authorized designee. In the event that an original recording is released to a court, a copy shall be made and placed in storage until the original is returned.

422.7.2 MAV RECORDINGS AS EVIDENCE

Officers who reasonably believe that a MAV recording is likely to contain evidence relevant to a criminal offense or to a potential claim against the officer or against the Calera Police Department should indicate this in an appropriate report. Officers should ensure relevant recordings are preserved.

422.8 SYSTEM OPERATIONAL STANDARDS

- (a) MAV system vehicle installations should be based on officer safety requirements and the vehicle and device manufacturer's recommendations.
- (b) The MAV system should be configured to minimally record for 30 seconds prior to an event.
- (c) The MAV system may not be configured to record audio data occurring prior to activation.
- (d) Officers using digital transmitters that are synchronized to their individual MAVs shall activate both audio and video recordings when responding in a support capacity. This is to obtain additional perspectives of the incident scene.
- (e) Employees shall not erase, alter, reuse, modify or tamper with MAV recordings.
- (f) To prevent damage, original recordings shall not be viewed or otherwise inserted into any device not approved by the Department MAV technician or forensic media staff.

422.9 MAV TECHNICIAN RESPONSIBILITIES

The MAV technician is responsible for:

- (a) Ordering, issuing, retrieving, storing, erasing and duplicating of all recorded media.
- (b) Collecting all completed media for oversight and verification of wireless downloaded media. Once collected, the MAV technician:
 - 1. Ensures it is stored in a secure location with authorized controlled access.
 - 2. Makes the appropriate entries in the chain of custody log.
- (c) Erasing of media:
 - 1. Pursuant to a court order.

Calera Police Department

Calera Police Department Policy Manual

Mobile Audio/Video

2. In accordance with the established records retention schedule, including reissuing all other media deemed to be of no evidentiary value.
- (d) Assigning all media an identification number prior to issuance to the field:
 1. Maintaining a record of issued media.
- (e) Ensuring that an adequate supply of recording media is available.
- (f) Managing the long-term storage of media that has been deemed to be of evidentiary value in accordance with the department evidence storage protocols and the established records retention schedule.

422.10 TRAINING

All members who are authorized to use the MAV system shall successfully complete an approved course of instruction prior to its use.

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-22

A RESOLUTION ACCEPTING A BID FOR CALERA COLLECTION SYSTEM PUMP STATION UPGRADES FOR THE CITY OF CALERA, ALABAMA.

WHEREAS, the City of Calera has solicited sealed bids as required under the Alabama bid law; and

WHEREAS, bids were opened at Calera City Hall on September 6, 2024 at 10:00 a.m.; and

WHEREAS bids were as follows:

Global Construction& Engineering, Inc.	\$2,100,534.00
REV Construction, Inc.	\$2,667,660.00

WHEREAS, the Mayor and Council of the City of Calera, at the Regular Meeting on April 7, 2025, considers the recommendation of Insite Engineering, LLC, B. Alex Kirkland, Engineer. The Mayor and Council will award the bid for the Calera Collection System Pump Station Upgrades to Global Construction & Engineering Inc. in the amount of \$2,100,534.00

(Copy of recommendation letter attached to this Resolution)

Council Member_____ moved that Resolution No. R-2025-22 be adopted. Council Member _____ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-22 adopted.

Adopted this 7th day of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk



March 25, 2024

Mr. Bill Hilyer
City of Calera, Alabama
7901 Highway 31
Calera, Alabama 35040

Subject: RECOMMENDATION OF AWARD
CALERA COLLECTION SYSTEM PUMP STATION UPGRADES
City of Calera, Alabama
InSite Project No. 21148.00
CWSRF Project No. CS010880-01

Mr. Hilyer:

At 10:00 a.m. on Friday, September 6, 2024, bids were received for the above referenced project. Two (2) bids were received and are summarized as follows:

<u>Contractor</u>	<u>Total of Project Bid</u>
Global Construction & Engineering, Inc.	\$2,100,534.00
REV Construction, Inc.	\$2,667,660.00

We have reviewed the bids received and spoken with the low bidder and determined that the apparent low Base Bid bidder Global Construction & Engineering, Inc. meets the requirements of a "responsive, responsible" bidder for this project. We recommend that the City of Calera award the contract for the Calera Collection System Pump Station Upgrades for the amount of their low tendered Project Bid of Two Million One Hundred Thousand Five Hundred Thirty-Four Dollars and Zero Cents (\$2,100,534.00).

If you have any questions or need any additional information, please give us a call at 205-733-9696.

Sincerely,
Insite Engineering, LLC

A handwritten signature in blue ink that reads "Alex Kirkland".

B. Alex Kirkland, P.E.

Copy InSite File 21148.00/03.43

Mayor Graham introduced the following Resolution:

**RESOLUTION NO. 2025-23
AUTHORIZING THE ACCEPTANCE OF A
STATE ENERGY PROGRAM GRANT
FOR IMPROVEMENTS TO THE WASTEWATER TREATMENT FACILITY**

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) State Energy Program has awarded a grant for \$31,660 for energy efficiency improvements to the pumps at the Waste Water Treatment Facility; and

WHEREAS, the City of Calera will provide \$1664 of cash matching funds for a total project construction cost of \$33,323; and

WHEREAS, the City of Calera will provide for the long-term operation and maintenance costs of the project.

THEREFORE, BE IT RESOLVED BY the City of Calera, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Calera accepts a State Energy Program grant from ADECA for improvements to the Waste Water Treatment Facility; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign all required grant start up documents on behalf of the City.

BE IT FURTHER RESOLVED, that upon the adoption and execution of this resolution, a copy of this policy be kept on record by the City Clerk.

Council Member ____ made a motion to adopt Resolution No. R-2025-23. Council Member ____ seconded said motion and upon vote, results were as follows:

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

NAYS: None

The Mayor declared Resolution No. R-2025-23 adopted this the 7th day of April 2025.

Jon G. Graham, Mayor

ATTESTED BY:

Connie B. Payton, City Clerk



COPY

DATE: February 20, 2025

TO: Municipal Clerks

FROM: Gregory D. Cochran, Executive Director

SUBJECT: Voting Delegate, Annual Business Session

ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on May 13-16, 2025, in Huntsville. The membership's Annual Business Meeting will be held at 4:00 p.m. on May 15, 2025, at the Von Braun Center.

The League Constitution contains the following provision pertaining to voting powers of member municipalities at the Business Meeting:

"Each member municipality shall have one vote on any issue voted on during the annual meeting of the League membership, and that vote may only be cast by the delegate authorized by the governing body of the member municipality."

Enclosed is the official Voting Delegate Authorization Form to be returned to the League. The City or Town Council is charged with designation your municipality's official voting delegate and alternates who will be eligible to cast the municipality's vote during the business meeting. A copy was also sent to each mayor as required by the League's Constitution. **Only one completed form** should be returned by each League member municipality.

Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 30, 2025, so that your municipality may be eligible to cast its vote at the Convention.

We look forward to you joining us in Huntsville,

A handwritten signature in blue ink, appearing to be 'G. Cochran', with a long horizontal line extending to the right.

Gregory D. Cochran, CAE
Executive Director



Mayor Mark Saliba, Dothan
League President

Greg Cochran
Executive Director

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-24

WHEREAS, a declaration signed RNB Properties LLC, Joel & Salvador Quinonez and Roberto Jose Recinos owners of the lands abutting the hereinafter described portion of streets and/or alleys situated in the City of Calera, County of Shelby, State of Alabama, vacating said streets/alleys or portion of streets/alleys, has been duly presented to the City Council of the City of Calera, Alabama, for assent and approval of said governing body, said declaration attached being hereto affixed, marked “Exhibit A,” and made a part hereof; and

WHEREAS, the street or alley referred to are more particularly described as follows:

**See Attached Legal Description
Exhibit A**

WHEREAS, it appears to the City Council of the City of Calera, Alabama that the vacations of said street/alley are in order and that convenient and reasonable means of ingress and egress is afforded to all other property owners owning properties in the subdivision embraced in said map of Dunstan’s Survey of the City of Calera, Alabama. Subject, however to all existing right-of-ways or easements for public utilities and to all utility facilities presently situated in said area vacated, subject to this provision.

Council Member ____ moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2025-24. Council Member ____ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Thereupon, the Mayor declared said motion carried and unanimous

consent given for the consideration of said Resolution.

Council Member_____ moved that Resolution No. R-2025-24 be adopted. Council Member _____ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-24 adopted.

Adopted this 7th day of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

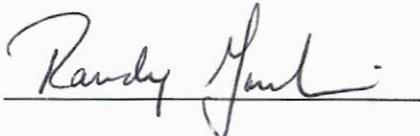
REQUEST TO VACATE STREET/ALLEY

I, RNB Properties LLC, Joel & Salvador Quinonez and Roberto Jose Recinos do hereby request the Mayor and Council of the City of Calera, Alabama to vacate the following described alley:

Description

**All of 15th Street between Block 42, 33 and Block 32 of the J.H. Dunstan Map
(See attached Legal Description)**

We further certify that we are the sole property owners adjacent to said street and the vacation of this street would deny ingress and egress to other property owners owning properties in subdivision embraced in said map of J.H. Dunstan's Survey of the Town of Calera.



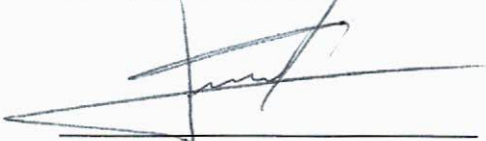
Date: 1-3-2025

RNB Properties LLC



Date: 1-3-2025

Joel & Salvador Quinonez



Date: 2-22-25

Roberto Jose Recinos

STREET CLOSINGS
STATE OF ALABAMA
SHELBY COUNTY

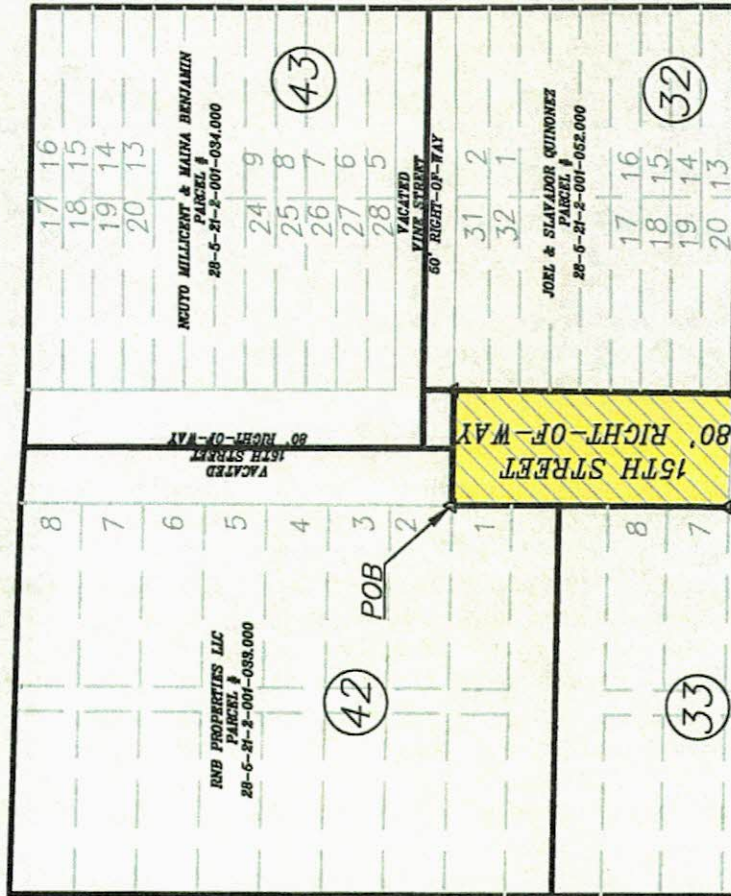
All of 15 Street being in between Block 42, Block 33 and Block 32 according to J. H. Dunstan's Map of the Town of Calera shall be closed. The aforementioned streets of said Map is located in the City of Calera, Shelby County, Alabama and is described as follows:

15th Street Closing described as follows:

Begin at the Northeast corner of Lot 1, Block 42 of the J. H. Dunstan Map, said point also being on the west right-of-way of 15th Street; thence south along the west right-of-way line of said 15th Street to the southeast corner of Lot 7 of Block 33; thence east a distance of 80 feet to the northwest corner of Lot 20 Block 32 of said Dunstan Map, said point also being on the north right-of-way of Limestone Place; thence north along the east right-of-way of herein described 15th Street to the northwest corner of Lot 31, Block 32 of the J.H. Dunstan Map, said point also being on the south right-of-way of Vacated Vine Street; thence west a distance of 80' to the Point of Beginning.

14TH STREET

8TH AVENUE



LIMESTONE PLACE

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
Δ POINT



GRAPHIC SCALE
1"=150'

CALERA
ALABAMA

CITY OF CALERA
ENGINEERING DEPARTMENT
1070 10TH STREET
CALERA, ALABAMA 35040
PHONE (205) 668-3814 FAX (205) 668-3821



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Calera
Alabama**

For the Fiscal Year Beginning

October 01, 2024

Christopher P. Morrell

Executive Director



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

3/13/2025

For more information, contact:
Technical Services Center
Phone: (312) 977-9700
Email: budgetaward@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association is pleased to announce that **City of Calera, Alabama** received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 22,500 members and the communities they serve.