



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

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

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

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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

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

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 User: Ke111son
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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 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		FSI 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	

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

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

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: Kellison

PA JOURNAL	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
SOURCE PROJECT STRING								
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 **								

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