



February 17, 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 February 3, 2025

Old Business

New Business

Resolution No. 2025-10
RPS Rental Lease Agreement

Recognition of David Brazier

Recognition of Phillip Porter

David Hyche, Police Chief
Swearing In Ceremony - Officer Chris Jones

Resolution No. 2025-11
Adoption of Police Policies, 1024 Temporary Modified - Duty Assignments, 1011
Request for Change of Assignment, 804 Records Maintenance and Release, 803
Records Division, 805 Protected Information, 1017 Outside Employment and Outside
Overtime, 1015 Lactation Breaks

Resolution No. 2025-12
Amending the Classification Plan to add the following Job Descriptions:
Administrative Fire Marshall and Administrative Training Chief

Resolution No. 2025-13
Lease Agreement - Cadence Equipment Finance
2025 Kenworth T480 Chassis New Way 24 YD ASL
Garbage Truck

Guests:

Public Comments

Motion to Adjourn

City of Calera – City Council
Work Session Minutes

February 3, 2025

The members of the Calera City Council met on February 3, 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

Council Members: Debbie Byers, Kenny Dale Cost, Calvin Morgan, Ernest Montgomery, Kay Snowden Turner, Alan Watts

City Attorney: Frank Head

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

Guests: Richard Byers, Dennis Torrealba, Dawn Cost, Bill Davis, Blake Atkins, Karl Kemp, Noah Wortham, Dee Starkey

The meeting was called to order.

Reports from the following:

Department Heads
Council Members
Mayor

The Council discussed the agenda for the Council meeting.

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

Respectfully Submitted:

Connie B. Payton, City Clerk

Approved:

Jon G. Graham, Mayor



Minutes of the City of Calera Council Meeting February 3, 2025

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, February 3, 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:

Frank Head

Guests:

James Fuller, David Hyche, Richard Byers, Dennis Torrealba, Sean Kendrick, Reggie Darden, Dawn Cost, Kelly Ellison, Bill Hilyer, Alison Powers, Kevin Shirey, Noah Wortham, Bill Davis, Blake Atkins, Karl Kemp, Seth Gandy, Stacy Walkup, Dee Starkey, Tyler Madison, Hilton Shirey

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 Morgan made a motion to approve the Agenda for February 3, 2025. Council Meeting. Council Member Byers 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 Byers made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – January 6, 2024

Work Session – January 6, 2024

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

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

NAYS: None

Motion Passed

Old Business:

No old business

New Business:

Resolution No. 2025-05 Park and Recreation Surplus Items

Council Member Cost made a motion to approve Resolution No. 2025-05. 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. 2025-06 Public Works Surplus Items

Council Member Watts made a motion to approve Resolution No. 2025-06. 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. 2025-01 Salary for Mayor and Council Beginning Term November 1, 2025 – Public Hearing

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

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

NAYS: Byers

Motion Passed

Resolution No. 2025-02 Public Records Policy

Council Member Byers made a motion to approve Resolution No. 2025-02. 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. 2025-03 Bond Renewal No ALB000274-18 Right of Way -Shelby and Chilton County

Council Member Cost made a motion to approve Resolution No. 2025-03. 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. 2025-04 Agreement for Ambulance Services – RPS

Council Member Watts made a motion to approve Resolution No. 2025-04. 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

Christmas Parade Winners

1st Place – The Polar Express

2nd Place – DC Smokehouse

3rd Place – Marc 1 Carwash



Ordinance No. 2025-01 Annexation Request John W. and Ann Davis 664 Meadow Lake Farms Calera, AL 35040 – Public Hearing

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

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

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member Morgan moved that Ordinance No. 2025-01 be adopted, which motion was seconded by Council Member Watts and upon vote the results were as follows:

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

NAYS: None

Motion Passed - Adopted this 3rd day of February 2025

Resolution No. 2025-07 DOJ Grant Number 15PBJA-24-GG-04750-JAGX Purchase of a 4 x 4 Utility Vehicle

Council Member Byers made a motion to approve Resolution No. 2025-07. 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. 2025-08 CASE Vehicle Purchase Approval

Council Member Turner made a motion to approve Resolution No. 2025-08. 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

Resolution No. 2025-09 Agreement ALDOT Traffic Control Signals At Hwy 70 @ CR 42

Council Member Turner made a motion to approve Resolution No. 2025-09. Council Member Byers seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

Guests:

Public Comments:

Brian Kincaid

Council Member Byers made a motion to adjourn the meeting at 6:53 p.m.

Approved this 17th day of February 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-05

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

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

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

John Deere 870 tractor- serial number LM15903
Toro Seeder 93- serial number 314000009
John Deere Pro Utility Mow- serial number TC2653D140279
Agrimetal Sweeper- serial number- 25340
Toro Blower- serial number 105-0680
Turfco Drop topdressor

Council Member Cost moved that Resolution No. R-2025-05 is 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-2025-05 adopted.

Adopted this 3rd day of February 2025

Connie Payton, City Clerk

Jon G. Graham, Mayor

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-06

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

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

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

Fleetline Tire & Wheel lift Model 59249 serial no. 201328410020 Mechanic

Council Member Watts moved that Resolution No. R-2025-06 is 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-2025-06 adopted.

Adopted this 3rd day of February 2025

Connie Payton, City Clerk

Jon G. Graham, Mayor

Public Hearing

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-01

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

WHEREAS, Salaries for the Mayor and Council for the term beginning November 1, 2025 will be as follows:

Mayor - \$42,500.00 per year
Council President - \$14,500.00 per year
Council - \$12,500.00 per year

WHEREAS, the Mayor and Council may elect to participate in the Health Insurance Program and Life Insurance Program as provided to all City employees; and

WHEREAS, all cost of living salary adjustments provided to City Employees will also be provide to the Mayor and Council.

Council Member Morgan moved unanimous consent of the Council is given for immediate action upon said Resolution No. 2025-01. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared said motion carried and unanimous consent given.

Council Member Watts moved that Resolution No. R-2025-01 be adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

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

NAYS: Byers

Mayor Graham declared Resolution No. R-2025-01 adopted.

Adopted this 3rd day of February, 2025.

Jon G. Graham, Mayor

ATTEST:

Connie Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-02

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

WHEREAS, the Mayor and Council of the City of Calera, Alabama hereby adopts the following Public Records Request Policy – Request for Access to Public Records Form

Public Records Request

~~Office of the City Calera~~

Calera City Hall, 7901 Highway 31, Calera, Alabama 35040

Only requests made by **Alabama residents** are accepted.

City of Calera Public Records Request Form must be completed in its entirety to be processed.

Response Fee for Standard Public Records Requests: A response fee of \$20 will be charged for a request that requires no more than 30 minutes of an employee's time to process. The copy fees are set forth below.

Response Fee for Time-Intensive Public Records Requests: A standard request fee of \$20 plus \$20 labor fee per additional hour required to process will be charged for a request that takes more than 30 minutes of an employee's time. The copy fees are set forth below.

Records Pickup: The pickup of records is by appointment only. Appointments will be set by the City Clerk's Office following the completion of the request and payment thereof.

Viewing Request: Access to requested public records for viewing will be provided by appointment only during normal business hours of the Office of the City Clerk and must be supervised by an employee of the office. Reasonable limitations will be set to avoid work disruption, preserve record integrity, and prevent the loss, damage, or destruction of official records. For example, only one (1) citizen may view public records at a time, viewing visits will be limited in time to a maximum of two (2) hours at a time, and consumption of food/drink and/or tobacco by inspecting visitors is not allowed.

A minimum response/labor fee of \$20 will be charged for 30 minutes of viewing standard requests. Additional time-intensive costs will be incurred over 30 minutes of viewing. Upon viewing, documents may be identified for copying. Production costs will apply as set forth below. No original City records may be removed from the Office of the

City Clerk. Requesting citizens must arrange at least two (2) business days in advance to visit the office for inspection and/or copying purposes to ensure access to requested records and the availability of required staff.

Copy Fees:

Regular Paper copies up to 8.5 x 11: \$.50 per page

Medium Paper copies up to 11 x 17: \$1.00 per page

Large paper copies:
\$5.00 per page

Certified copies are an additional \$5.00.

The city will not assemble reports or compile data that is not already being assembled or compiled in the normal course of business.

As provided by the Alabama Department of Archives and History, all government records are public records; however, not all public records are open records. Various laws restrict access to some government records.

Records and document content that are not eligible for disclosure may include, but are not limited to: records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures; records containing information received by a public officer in confidence; sensitive personnel records; pending criminal investigations; and records which, if released, would be detrimental to the best interests of the public and/or the public's safety and welfare. The city will take reasonable measures to safeguard an individual's privacy to the extent allowed by law (including, but not limited to, home address, telephone numbers, social security numbers, medical records, marital status, etc.) in the content of City records through redaction or otherwise.

No records will be released/furnished until all fees are paid by the requestor.

Records will be released only to the individual named on the public records request submission form. An individual receiving the public records will be required to provide a valid government issued identification prior to the records being released showing proof of Alabama residency (example – Alabama Driver's License or Non-Driver Identification Card).

City of Calera, Alabama
Request for Access to Public Records

I request to review the following public records of the City of Calera:

Valid reasons for reviewing public records must be provided so that City Officials can analyze the effort needed to maintain certain public records. This information will, also, help City Officials determine how the city can better serve its citizens. Valid reasons for reviewing the City's public records must, also, be provided to ensure that these records are safeguarded and to ensure that public employee time is not wasted. The reason(s) that I desire to review these records is/are:

Agreement

This request to review the aforementioned public records of the City of Calera is made by I, _____, agree that I shall not cause harm or damage to any public record. If I am viewing records on the City's premises, I agree that (i) the requested records will not be removed from the City's premises at any time by me and (ii) I shall return all public records to the City of Calera Official or the employee who provided me access to the requested public record information.

Name: _____

Business Name (if applicable): _____

Email Address of Requestor: _____

Phone Number of Requestor: _____

Mailing Address of Requestor: _____

Street Address

City

State

Zip

I do hereby declare the above statements are true.

Signature of Requestor _____

Date _____

*The above information must be **completed** in its entirety, or the request will not be processed.*

Please return the form to:

Office of the City Clerk
City of Calera
7901 Highway 31
Calera, Alabama 35040

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

Council Member Byers made a motion to adopt Resolution No. R-2025-02. Council Member Turner 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-2025-02 adopted this the 3rd day of February 2025.

Jon G. Graham, Mayor

ATTESTED BY:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-03

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

WHEREAS, the Mayor and Council of the City of Calera, Alabama hereby approve the renewal of the following Bond # ALB000274-18:

Bond issued to the City of Calera by Alabama Municipal Insurance Corporation for work on Highway Right of Way in Shelby and Chilton County. For the penal sum of \$10,000.00. Obligee is Alabama Department of Transportation.

This bond remains in full force and effect until cancelled by the City of Calera or the insurance company.

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

Council Member Cost made a motion to adopt Resolution No. R-2025-03. Council Member Morgan 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-2025-03 adopted this the 3rd day of February 2025.

Jon G. Graham, Mayor

ATTESTED BY:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-04

AGREEMENT FOR AMBULANCE SERVICES WITH REGIONAL PARAMEDICAL SERVICES, 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 Regional Paramedical Services, Inc. for Ambulance Services for the City of Calera. Said contract listed below.

AGREEMENT FOR AMBULANCE SERVICES

This **AGREEMENT** is made this the _____ day of January 2025, by and between Regional Paramedical Services, Inc. (hereinafter referred to as “RPS”) and the City of Calera, Alabama (hereinafter referred to as “Calera”).

WHEREAS RPS operates and provides ground basic and advanced life support ambulance services and is licensed by applicable State authorities to provide those services; and

WHEREAS Calera is a municipality located in Shelby County, Alabama; and

WHEREAS RPS and Calera desire to enter into an agreement setting forth services to be provided by RPS.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the parties to this Agreement agree as follows:

1. RPS will provide ground, basic, and advanced life support ambulance services for Calera upon the following terms:
 - a. RPS shall provide a twenty-four (24) hour Paramedic Unit dedicated to Calera; and
 - b. Calera shall pay RPS monthly installments of **Twenty-Two Thousand**

Nine Hundred Dollars (\$22,900) for these paramedic services; and

- c. RPS shall base said services out of Calera Fire Station One; and
- d. RPS shall be fully responsible for any and all utility expenses associated with Calera's Fire Station One; and
- e. RPS shall conduct all routine maintenance of the premises of Calera Fire Station One; and
- f. RPS shall be entitled to designated parking across the street from Calera First Station One for its other units; and
- g. RPS shall rent Calera Fire Station One by those terms established separately by a written lease agreement.

2. The parties covenant and agree that at all times RPS shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with all state and federal health care programs, and all required state or national accrediting organizations. RPS shall provide all ambulance services hereunder in accordance with applicable laws, regulations and standards of care. On all ambulances providing services hereunder, RPS will staff and equip said vehicles in accordance with applicable laws and regulations.

3. RPS and Calera, to the extent permitted by law, each shall hold harmless, indemnify and defend the other party and the other party's shareholders, directors, officers, agents, members, employees and elected officials against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, to the extent caused by any act or omission on the part of the indemnifying party or the indemnifying party's agents, contractors or

employees and arising out of or due to the performance, failure to perform or breach of this Agreement.

4. In the event of a complaint or issue either by Calera or RPS, it is agreed that both parties will meet as soon as reasonably possible after the event to discuss and mitigate the complaint or issue.

5. This Agreement shall commence on January 20, 2025, and shall continue for three (3) years or until such time as either party hereto desires to terminate this Agreement, with or without cause, by giving the other party one-hundred eighty (180) days written notice of the party's intent to cancel this Agreement. Notice of termination of this Agreement shall be given by first class United States Mail, postage prepaid, by hand delivery, or by electronic mail with a confirmed receipt report and shall be given as follows:

Regional Paramedical Services, Inc.
Attn.: Kyle McDonell
3925 Old Birmingham Highway
Jasper, AL 35501

City of Calera, Alabama
Attn: City Clerk
7901 Highway 31
Calera, AL 35040

6. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, national or state declared emergency, nuclear disturbances, hostilities, sabotage, terroristic acts,

governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.

7. The relationship of the parties is that of independent contractors.

Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, nor is either authorized to take any action binding upon the other.

8. This Agreement is made and shall be construed in accordance with, and

governed by, the laws of the State of Alabama, without consideration of conflict of laws principles.

9. The parties recognize that this Agreement is at all times subject to

applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations.

Any provisions of law that invalidate, or are otherwise inconsistent with the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or

regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

10. All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payer source or national origin of the resident requiring such services. RPS agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.

11. At all times during the term of this Agreement, each party shall maintain general and professional insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate for each occurrence, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than three (3) years following termination of this Agreement. In addition, each party shall maintain automobile liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence. RPS shall add Calera as an additional named insured under RPS's auto and general liability policies required by this Agreement.

12. The annual compensation due to RPS from Calera shall be paid in twelve (12) equal installments of **Twenty-Two Thousand Nine Hundred Dollars**

(\$22,900) with each installment being due by the tenth (10th) day of each month for each month of service. RPS shall be solely responsible for performing billing of patients and third- party payors for services rendered by RPS provided herein. Calera shall not bill or authorize any other party to bill patients or third-party payors for services provided by RPS, including but not limited to transport or first response provided in connection with this Agreement.

13. The parties mutually understand and agree that the shift start and end times for Fire Station One may be modified by written direction from the Calera Fire Chief to RPS. The intent of this Agreement is that the units identified in this Agreement shall be used at times so as to optimize the most efficient service to Calera. Therefore, the parties agree that the shift start and end times for the units referenced in this Agreement may be modified at the direction of the Calera Fire Chief and agreement by RPS based on call volumes and demands for service. No shift starts and end times will be modified without the written consent of the Calera Fire Chief.

14. All units referenced in this Agreement shall only respond to calls dispatched by Calera's 911 Call Center unless otherwise approved by the Calera Fire Chief or his designee. These units shall not respond to any other calls other than Calera's during the shift start and end times designated by Calera.

15. This Agreement constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has

received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein. No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement on the 3rd day of February 2025.

Regional Paramedical Services, Inc.

The City of Calera, Alabama

By: Kyle McDonnell
Duly Authorized Officer

By: Mayor Jon Graham
Mayor, City of Calera

Council Member Watts moved that Resolution No. R-2025-04 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-2025-04 adopted.

Adopted this the 3rd of February 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2025-01

WHEREAS, on or about the 6th day of January, 2025, John W Davis, Jr. and Ann D. Davis, filed a petition with the City Clerk of the City of Calera, Alabama as required by 11-42-20 and 11-42-21, Code of Alabama 1975, as amended, petitioning and requesting that the property hereinafter described be annexed to the municipality of the City of Calera, Alabama, which petition contained an accurate description of the property proposed to be annexed together with a map of the said property showing its relationship to the corporate limits of the City of Calera, Alabama, and the signature of the owner of the property described were signed thereto;

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

1. That the City of Calera, Alabama does adopt this Ordinance assenting to the annexation of the property owned by the above referenced property owner, as described in:
Exhibit A

to the municipality of the City of Calera, Alabama.

2. That the corporate limits of the City of Calera, Alabama, be extended and rearranged so as to embrace and include such property and such property shall become a part of the corporate area of such municipality upon the date of publication or posting of this Ordinance, as provided for in the Code of Alabama as cited above.

3. That the City Clerk be and she is hereby authorized and directed to file a copy of this ordinance, including an accurate description of the property being annexed, together with a map of the said property showing its relationship to the corporate limits of the City of Calera, Alabama, to which said property is being annexed in the office of the Judge of Probate of Shelby County, Alabama.

4. That the Zoning Map of the City of Calera, Alabama and any other official maps or surveys of the City shall be amended to reflect the annexation of the above described property, and that a copy of this Ordinance be transmitted to the City Planning Commission and the Zoning Administrator.

Council Member Byers moved unanimous consent of the Council is given for immediate action upon said Ordinance. Council Member Morgan seconded said motion and upon vote the results was as follows:

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

NAYS: None

The Mayor Graham declared said motion carried and unanimous consent given.

Council Member Morgan moved that Ordinance No. 2025-01 be adopted. Council Member Watts seconded said motion and upon vote the results was as follows:

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

NAYS: None

Adopted this 3rd day of February 2025.

Mayor Graham declared Ordinance No. 2025-01 adopted.

Jon G. Graham, Mayor

Attest:

Connie B. Payton, City Clerk

State of Alabama
County of Shelby

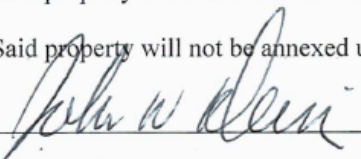
Date Filed 1-6-25

We, being the owner or owners of the following described property do hereby request annexation into the corporate limits of the City of Calera.

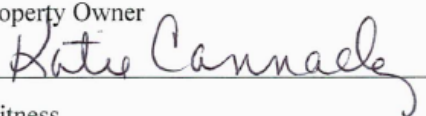
The property is located and contained within an area contiguous to the corporate limits of the City of Calera, Alabama, a city of more than 11,000 population, and show(s) the City of Calera, Alabama that such property does not lie with the corporate limits or police jurisdiction of any other municipality than Calera, and hereby sign(s) written petition in accordance with 11-41-20 and 11-42-21, Code of Alabama 1975, as amended, requesting that such property described below be annexed to the City of Calera, Alabama. Also attached hereto is a map and legal description of the said property to be annexed showing its relationship to the corporate limits of the City of Calera, Alabama as in accordance with the provision of the Code of Calera, Alabama as in accordance with the provisions of the Code of Alabama as cited above .

Said property is described in the attached Exhibit A.

Said property will not be annexed until legal description is approved by the City of Calera.



Property Owner



Witness

10-6-25

Date

1/6/25

Date

Property Owner

Date

Property Owners Address 664 Meadow Lake Farms, Calera, AL 35040

Contact Phone Numbers 205-966-0926 + 966-2668

How many single family dwellings on the property 1

How many people live on the parcel of land 2

How many are of voting age 2

How many are not of voting age 0

The race of each person White

Legal approved by City of Calera Engineering Department Lot 2C according
to the McMillan Resurvey as recorded in Map
Book 37, page 10, in Probate office of Shelby
County, Alabama.





20220816000321740
08/16/2022 03:02:55 PM
DEEDS 1/4

This Instrument was Prepared by:

Mike T. Atchison, Attorney at Law
101 West College Street
Columbiana, AL 35051
File No.: S-22-28484

Send Tax Notice To: John W Davis Jr
Ann D Davis

*I Deeded To
Columbiana AL 35051*

**WARRANTY DEED
JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR**

State of Alabama

} Know All Men by These Presents:

County of Shelby

That in consideration of the sum of Two Million Two Hundred Thousand Dollars and No Cents (\$2,200,000.00), the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged: I or we, **Shane W. McMillan and wife, Sara McMillan and M. Autrey McMillan and Donna W. McMillan, under the McMillan Living Trust, dated March 4, 2003** (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **John W Davis and Ann D Davis** (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby, County, Alabama, to wit:

PARCEL 1:

Lot 2B, according to the McMillan Resurvey as recorded in Map Book 37, Page 10, in the Probate Office of Shelby County, Alabama.

PARCEL 2:

Lot 2C, according to the McMillan Resurvey as recorded in Map Book 37, Page 10, in the Probate Office of Shelby County, Alabama

Property may be subject to taxes for 2022 and subsequent years, all covenants, restrictions, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded.

\$1,869,974.77 of the purchase price of the above described property was financed with the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

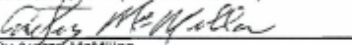
And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all person.

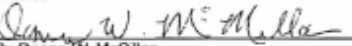
IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this the 16th day of August, 2022.

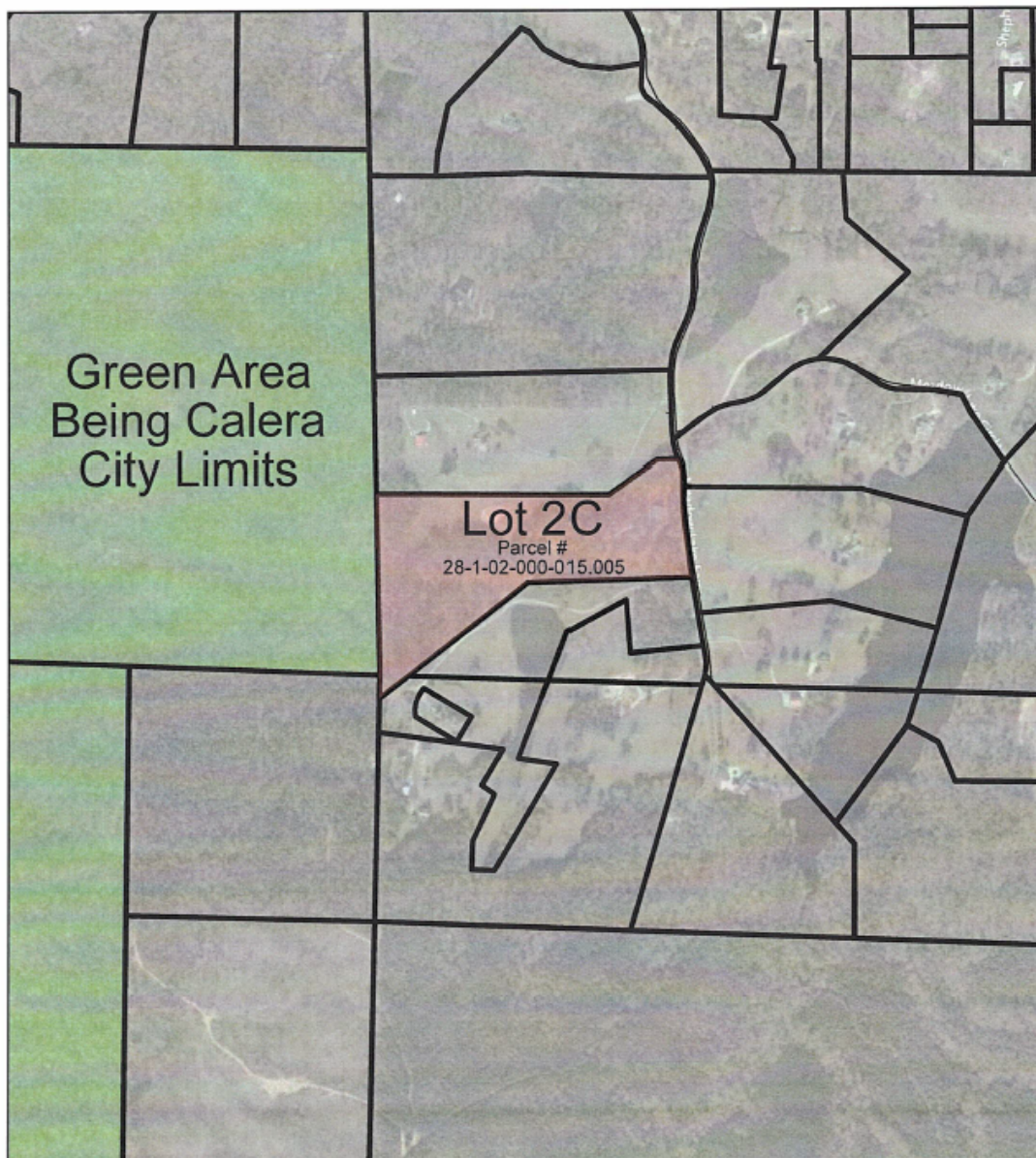

Shane W. McMillan (AS TO PARCEL 1)


Sara McMillan

AUTREY MCMILLAN AND DONNA W. MCMILLAN,
UNDER THE MCMILLAN LIVING TRUST, DATED
MARCH 4, 2003 (AS TO PARCEL 2)


By Autrey McMillan
Trustee


By Donna W. McMillan
Trustee



Annexation Approval

CITY OF CALERA
ENGINEERING DEPARTMENT
1074 10TH STREET
CALERA, ALABAMA 35040
PHONE (205) 668-3814 FAX (205) 668-3821

664 Meadow Lake Farms

PLATE NUMBER:

A-1-25

APPROVED:

[Signature]
ZONING ADMINISTRATOR

SCALE:

N.T.S.

DATED:

JANUARY 2025

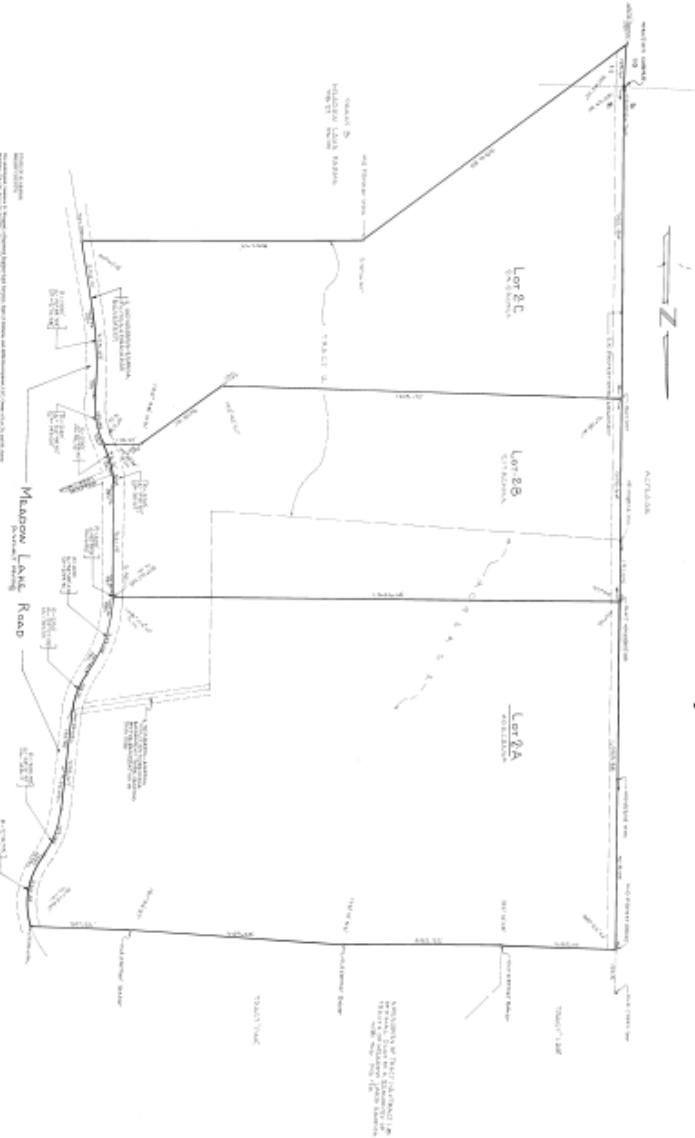


Date: 01-09-2025

Shelby County, AL Property Record Information

Page: 1

PIN#: 28 1 02 0 000 015.005		Assessment Year: 2024	T22S R02W Sec2
Owner Name DAVIS JOHN W & ANN D		Owner Name	
Address 1 DOGWOOD DR	Address	City, State Zip CALERA, AL 35040	
Site Information			
Subdivision Name: MCMILLAN RES	Primary Lot: 2C	Secondary Lot:	
Block:	Map Book: 37	Map Page: 10	
Lot Dimension 1: 0	Lot Dimension 2: 0	Acres: 23.2	
Municipality: Unincorporated			
Description			
Remarks			
Document Links			
https://probate.records.shelbyal.com/shelby/search.do?dmy=20220816000321740=&indexName=details&templateName=Details_SN&Iq=20220816000321740			
https://probate.records.shelbyal.com/shelby/search.do?dmy=20030321000171770=&indexName=details&templateName=Details_SN&Iq=20030321000171770			
https://probate.records.shelbyal.com/shelby/search.do?dmy=20001121000402301=&indexName=details&templateName=Details_SN&Iq=20001121000402301			
https://probate.records.shelbyal.com/shelby/search.do?dmy=20001113000393321=&indexName=details&templateName=Details_SN&Iq=20001113000393321			
https://probate.records.shelbyal.com/shelby/search.do?dmy=19990818000347641=&indexName=details&templateName=Details_SN&Iq=19990818000347641			



MEMPHIS RESURVEY

Beaumont & Beaumont, Inc. Surveyors
 1000 South Main Street, Suite 100
 Memphis, Tennessee 38103
 Phone: (901) 525-1234
 Fax: (901) 525-1235
 Email: info@beaumontsurvey.com
 Website: www.beaumontsurvey.com

Surveyed by: [Signature]
 Date: [Date]

Scale: 1" = 100'

North Arrow

Beaumont & Beaumont, Inc.
 Surveyors

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-07

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

WHEREAS, the City of Calera was awarded the following grant: Grant Number 15PBJA-24-GG-0470-JAGX

WHEREAS, The City of Calera is requesting the use of JAG award funds (Grant Number 15PBJA-24-GG-0470-JAGX) to purchase a 4 x 4 utility vehicle at a cost of \$23,689.00. This represents the full amount of the obligated grant award.

Grant Number: 15PBJA-24-GG-04750-JAGX – Purchase of a 4X4 Utility vehicle

a. The use of JAG award funds as to which the recipient requests the required certification and the award number of the JAG award from which funds would be obligated and used.

The City of Calera is requesting the use of JAG award funds (Grant Number - 15PBJA-24-GG-04750-JAGX) to purchase a 4X4 utility vehicle at a cost of \$23,689. This represents the full amount of the obligated grant award.

b. A general description of the recipient (or subrecipient, if applicable) that will use award funds for the requested purpose.

The City of Calera is a municipality located in Shelby County, Alabama.

c. The amount of award funds that would be used for the requested purpose if the Department of Justice makes the required certification.

The City of Calera will use \$23,689 (its full award allocation) toward the purchase of this vehicle.

d. A detailed justification that provides sufficient information to support a Department of Justice finding and certification that “extraordinary and exigent circumstances” exist that make use of the JAG award funds for the requested purpose “essential to the maintenance of public safety and good order.”

The City of Calera Police Department is requesting the use of Justice Assistance Grant (JAG) award funds to purchase a 4x4 utility vehicle (UTV). This acquisition is essential to the maintenance of public safety and good order during events and mass gatherings within the City of Calera, which is experiencing rapid population

growth and increased community activity. The following outlines the "extraordinary and exigent circumstances" that necessitate this request.

1. Increased Volume of Events and Mass Gatherings

Calera hosts numerous large-scale events, including parades, festivals, concerts, and sports tournaments, that draw significant crowds from within the city and surrounding areas. These gatherings often span large or geographically diverse areas, including parks, open fields, and event venues with limited road access. The terrain and crowd density make it difficult for traditional patrol vehicles to provide adequate coverage, increasing the risk of delayed response times in critical situations.

2. Challenges Posed by Limited Mobility and Access

The city's current fleet of standard police vehicles is not equipped to navigate off-road terrain or densely crowded spaces effectively. Without a 4x4 utility vehicle, officers are constrained in their ability to patrol, respond to emergencies, and maintain visibility and presence in areas inaccessible to traditional vehicles. The lack of mobility creates vulnerabilities in public safety and order during these events.

3. Emergency Response Requirements

Mass gatherings inherently increase the likelihood of emergencies, including medical incidents, security threats, and public disturbances. The ability to respond quickly and efficiently to these situations is critical. A 4x4 UTV provides the necessary agility and speed for officers to access remote or crowded areas, transport injured individuals to medical aid, and mitigate safety risks in a timely manner.

4. Prevention and Management of Public Safety Risks

The visible presence of law enforcement is a proven deterrent to criminal activity. A 4x4 UTV allows officers to establish a proactive presence throughout event sites, ensuring situational awareness and fostering a sense of security among attendees. In addition, the vehicle can be utilized to transport equipment, set up barricades, and perform other operational tasks essential for maintaining good order.

5. Public Safety Concerns in Light of Population Growth

Calera is among the fastest-growing cities in Alabama, with an expanding residential and business community. The increasing population has led to larger and more frequent events, amplifying the demand for enhanced law enforcement

capabilities. Without the additional mobility provided by a 4x4 UTV, the police department is at risk of being under-resourced during critical public safety operations.

6. Post-Event Recovery and Support Operations

In addition to real-time event management, the UTV will play a vital role in post-event operations, including crowd dispersal, cleanup support, and ensuring the safety of event staff and attendees as they exit the premises.

The purchase of a 4x4 utility vehicle represents a necessary investment to address extraordinary and exigent circumstances associated with large-scale events and mass gatherings in Calera. The vehicle's versatility, mobility, and functionality are essential to the City of Calera Police Department's ability to maintain public safety and good order. By enabling rapid response, effective crowd management, and proactive crime prevention, this acquisition will ensure the department can meet the demands of its growing community and uphold its commitment to protecting residents and visitors.

The circumstances described underscore the urgent need for this equipment, and the use of JAG award funds for its procurement aligns directly with the mission of ensuring public safety and the effective administration of justice.

e. A detailed justification for acquiring the controlled items, including a clear and persuasive explanation of the need for and appropriate criminal justice purpose that it will serve. (If applicable, please describe any previous instance in which the controlled item was used in a manner that deviated from the detailed justification supporting the application for that equipment.).

The acquisition of a 4x4 Utility Vehicle (UTV) for the City of Calera Police Department is critical to addressing operational challenges and enhancing the department's ability to ensure public safety, enforce the law, and respond effectively to emergencies. This equipment will fulfill a specific and essential criminal justice purpose, as outlined below:

1. Addressing Accessibility Challenges

Calera hosts a variety of events and activities that span diverse terrains, including parks, fields, wooded areas, and large outdoor venues. Many of these locations are inaccessible to standard police vehicles, particularly during emergencies or when responding to incidents in crowded or off-road areas. A 4x4 UTV provides the necessary mobility to patrol these spaces effectively, ensuring comprehensive law enforcement coverage.

2. Enhancing Emergency Response Capabilities

During emergencies, such as medical incidents, public disturbances, or security threats, rapid response is vital. A UTV allows officers to navigate through congested or uneven areas quickly, reaching the scene faster than would be possible with traditional vehicles. This capability can be lifesaving in situations where seconds matter, such as during cardiac arrests, accidents, or active threat scenarios.

3. Supporting Crime Prevention and Public Order Maintenance

The visible presence of law enforcement is a proven deterrent to crime and disorder. A 4x4 UTV enables officers to patrol large gatherings, such as festivals, concerts, and sporting events, in an efficient and highly visible manner. This helps to deter criminal activity, reassure the public, and maintain order in crowded or high-risk environments.

4. Versatility in Law Enforcement Operations

The UTV offers unparalleled versatility, making it suitable for a wide range of criminal justice and public safety tasks, including:

- **Transporting Equipment:** Carrying barricades, medical supplies, or surveillance equipment to remote or event-specific locations.
- **Search and Rescue Operations:** Quickly reaching victims in wooded or off-road areas during searches for missing persons or natural disasters.
- **Crowd Management:** Ensuring officers can efficiently move through large crowds to monitor and address disturbances.

5. Increasing Officer Efficiency and Safety

The UTV is designed for high performance in challenging conditions, reducing physical strain on officers who would otherwise need to traverse such areas on foot. It also ensures the safety of officers when operating in difficult terrain, minimizing the risk of injury.

6. Supporting Post-Event and Routine Patrol Operations

Beyond event-specific use, the UTV will be a critical asset for day-to-day operations, such as patrolling parks, enforcing laws in rural or remote areas, and assisting in post-event cleanup and security.

Criminal Justice Purpose

The 4x4 UTV directly supports the Calera Police Department's criminal justice goals by enhancing its capacity to:

- **Maintain public safety during large gatherings.**

- **Deter criminal behavior through increased mobility and visibility.**
- **Ensure rapid and effective response to emergencies, reducing the impact of crime and disorder.**
- **Extend the department's reach to previously inaccessible areas, ensuring all parts of the community are protected.**

The acquisition of a 4x4 Utility Vehicle is a strategic and necessary enhancement to the Calera Police Department's operational toolkit. It addresses specific accessibility, response, and safety challenges, ensuring that the department can effectively serve its growing community. By facilitating rapid response, improving officer safety, and deterring criminal activity, the UTV is an essential investment in public safety and the administration of justice.

There have not been any previous instances in which the controlled item was used in a manner that deviated from the detailed justification supporting the application for that equipment

f. The number of units of the requested controlled item(s) that are currently in your agency's inventory.

The project requests 1 unit and the City of Calera Police Department currently does not have any of these items in its inventory.

g. Categories of other controlled equipment acquired through federal programs during the past three (3) years that the requesting agency currently has in its inventory.

The City of Calera has not acquired any controlled equipment through federal programs during the past three (3) years.

h. Whether the requested controlled equipment currently could reasonably be accessed through loans or mutual assistance or mutual aid agreements.

The controlled equipment could not be reasonably accessed through loans or mutual assistance or mutual aid agreements. This equipment will be used exclusively by the City of Calera Police Department.

i. Certification (written assurance) that the requesting agency has adopted required protocols or will adopt those protocols before physical acquisition or purchase of controlled equipment or transfer of funds (see Policies and Protocols).

The City of Calera Police Department will adopt required protocols before physical acquisition of the vehicle.

j. Certification (written assurance) that the requesting agency has provided required training or will provide that training before physical acquisition or purchase of controlled equipment or transfer of funds (see Training);

The City of Calera Police Department will provide training of how to use the equipment before the acquisition.

k. Evidence of civilian governing body's review and approval or concurrence of the requesting agency's acquisition of the requested controlled equipment.

The City of Calera City Council has reviewed and approved the acquisition of this equipment at its February 3, 2025 Council Meeting.

l. Whether the requesting agency has applied, or has a pending application(s), for this type of controlled equipment from another federal agency during the current fiscal year.

The City of Calera has not applied, or has a pending application(s), for this type of controlled equipment from another federal agency during the current fiscal year.

m. Whether any prior application for controlled equipment has been denied by a federal agency during the past three (3) years, and, if so, the reason for the denial; and

The City of Calera has not been denied by a federal agency during the past three (3) years.

n. Whether the requesting agency has been found to be in violation of a federal civil rights statute or programmatic term during the past three (3) years and, if so, whether any disposition was reached or corrective actions were taken. LEAs must disclose any finding by a federal court or a federal government agency, including an agency's Office of Civil Rights or the Civil Rights Division of the U.S. Department of Justice, that the LEA has violated a federal civil rights law with respect to their policing functions. LEAs must also disclose any admissions of liability they have made regarding violations of federal civil rights law in their policing functions.

The City of Calera has not been found to be in violation of a federal civil rights statute or programmatic term during the past three (3) years.

Council Member Byers moved that Resolution No. R-2025-07 is 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-2025-07 adopted.

Adopted this 3rd day of February 2025

Connie Payton, City Clerk

Jon G. Graham, Mayor

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-08

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

WHEREAS, the City of Calera, Calera Police Department request to purchase vehicle for the CASE
Program

Butch Adkins, Fleet Director
W 334.391.0701
C 706.315.7796
butchadkins57@aol.com



2209 COBBS FORD RD
PRATTVILLE, AL 36066

John "JC" Bowman, Fleet Assist Manager
W 334.491.0701
C 334.315.2979
jbowman@stiversonline.com

2025 Dodge Durango AWD Pursuit

CONTRACT CODE : 220000003243-4	3.6L V6 24V VVT ENGINE AWD	\$40,002.06
CONTRACT CODE : 220000003243-5	5.7L V8 HEMI MDS VVT Engine AWD	\$42,848.24

WDEE75

PBU	Blu by You Pearl Coat	\$600		PRV	Octane Red Pearl Coat	\$395	
PXJ	DB Black Clear Coat	\$0	X	PHC	RED OXIDE	\$395	
PDN	Destroyer Grey Clear Coat	\$395		PSE	TRIPLE NICKEL	\$395	
PCA	Frostbite Pearl Coat	\$395		PAS	VAPOR GREY	\$395	
P79	Michigan State Police Blue	\$600		PW7	White Knuckle Clear Coat	\$0	
PCQ	NIGHT MOVES	\$395					

Seats

A7/ -X9	Cloth Bucket Seats W/Rear Vinyl/Black	\$160	
*C5/ -X9	Cloth Bucket Seats w/ Shift Insert/Black	\$0	X

Engine

ERB	3.6L V6 24V VVT Engine Upg I w/ESS		
DFT	8-Speed Auto 850RE Trans		
ERB	5.7L V8 HEMI MDS VVT Engine		X
DFT	8-Speed Auto 8HP70 Trans		

Options

ADG	Technology Group	\$2,910	
ADL	Skid Plate Group	\$370	
WP1	18X8.0 Painted Aluminum Wheels	\$430	X
CKD	Floor Carpet	\$160	
CUF	Full Length Floor Console	\$370	X
CUG	Police Floor Console	\$1,195	
CW6	Deactivate Rear Doors/Windows	\$145	
GXA	Entire Fleet Alike Key (FREQ 2)	\$445	
GXE	Entire Fleet Alike Key (FREQ 3)	\$445	
GXF	Entire Fleet Alike Key (FREQ 1)	\$445	
GXG	Entire Fleet Alike Key (FREQ 4)	\$445	
JRC	Power Liftgate	\$480	
LNA	Black Right LED Spot Lamp	\$750	
LNF	Black Left LED Spot Lamp	\$750	
LSA	Security Alarm	\$190	
MT8	Delete Liftgate Badge	\$0	
UBN	Uconnect 5 Nav w 10.1" Display (USA)	\$1,095	
XDG	Passenger Side Ballistic Door Panel	\$2,995	
XDV	Driver Side Ballistic Door Panel	\$2,995	

LED	Stivers Corner Strobe Package (4 Lighting Elements)	\$	600	
.	Head/Tail Lamps	4	Blue/White Corner LEDs	
Additional Options				
OBD	Full OBD Integration System to use Vehicle Functions to Control lighting arrangement (RECOMMENDED)	\$1,150		
RB1	Rumbler Kit for Siren (Low tone/ Subwoofer)	\$645		
FLS	Free Standing Rigid Computer Mount, Passenger Seat frame with Universal Cradle	\$700		
INV1	False Floor with Birch Flooring and Electronics Slide Out Tray (RECOMMENDED)	\$1,200		
INV2	Single Sliding Drawer with Slamlocks and Top Rail	\$2,240		
RD	Install Customer Supplied Radio	\$195		
S2R	Stalker Dual Radar System	Request		

Prisoner Containment				
PK1	Partition w/ Kick Plate - between Front & Rear Seat	\$1,100		
PK2	Rear Cargo Cage - Mesh	\$700		
PK3	Rear Partition w/ Prisoner Plastic Rear Bio Seat and OS Safety Belts	\$1,950		
RDA	Rear Window Barriers - 2nd row only	\$380		
GUN	Dual AR-15/870 Gun Rack with Hot Switch Release- Floor or Partition Mount	\$600		
K9U	Ultimate K9 Package 2/3rds Kennel with Bailout Door/ Fan and Pager System with Coolguard Monitor	Request		
Push Bumper Packages				
PB1	Center Pushbumper	Must Pick 1 Option Below (2 Light or 4 Light Top Channel)	\$	795
.	2 Light Top Channel	2	Blue/White 6 Head LEDs	\$ 330
.	4 Light Top Channel	4	Blue/White 6 Head LEDs	\$ 590
PB2	Full Pushbumper with WingWraps and Pitbars	Must Pick 1 Option Below (2 Light or 4 Light Top Channel)	\$	1,795
.	2 Light Top Channel	2	Blue/White 6 Head LEDs	\$ 330
.	4 Light Top Channel	2	Blue/White 6 Head LEDs	\$ 590
.	2 Lights in Pitbars/ 2 Lights on Side	4	Blue/White 6 Head LEDs	Included
ALL WEATHER FLOOR MATS F&R			\$300	

DELIVERY : STATE CONTRACT PROVISIONS FOR \$2.00 / MILE ONE-WAY

TOTAL PRICE -EACH

\$ 43,648.24

X

TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE/ DATE:

ORGANIZATION

Butch Adkins 12/18/2024

PURCHASE ORDER NUMBER:

Quantity:

1

Council Member Turner moved that Resolution No. R-2025-08 is adopted. Council Member Montgomery 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-2025-08 adopted.

Adopted this 3rd day of February 2025

Connie Payton, City Clerk

Jon G. Graham, Mayor

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-09

AGREEMENT WITH STATE OF ALABAMA, ALABAMA DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION AND/OR OPERATION AND/OR MAINTENANCE OF TRAFFIC CONTROL SIGNALS AND/OR ROADWAY LIGHTING.

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

WHEREAS, the Council hereby agrees to authorize the Mayor to sign the Agreement for Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting – Location – AL-70 @ CR-42

(See Attached Document)

Council Member Turner moved that Resolution No. R-2025-09 is adopted. Council Member Byers 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-2025-09 adopted.

Adopted this 3rd day of February 2025

Connie Payton, City Clerk

Jon G. Graham, Mayor

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: _____

Region: East Central County: Shelby

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

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

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

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

AL-70 @ CR-42 [A,D,E]

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

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

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

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

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

The ☒ CITY (Incorporated Municipality)

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

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

The ☐ COUNTY (County Government or Agency)

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

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

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

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

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

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

14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

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

SEE ATTACHED PLANS

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

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

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

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

(Seal of MAINTAINING AGENCY)

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

Agreement Recommended for approval:

By:
Area Traffic Engineer Signature

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

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

APPROVED:

By:
Region Engineer Signature

RECORDED:

By:
State Traffic Engineer Signature

Date:
(Added to Archive)

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-10

**AGREEMENT FOR RENTAL SERVICES WITH REGIONAL PARAMEDICAL SERVICES,
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 Regional Paramedical Services, Inc. for Rental Services for the City of Calera. Said contract listed below.

LEASE AGREEMENT

This Lease Agreement by and between Regional Paramedic Services (herein “Lessor” and/or “RPS”) and the City of Calera, Alabama (herein “Lessee” and/or the “City”) is executed under the following conditions, uses, and purposes:

1. Lessor hereby leases to Lessee real property located at 1310 17th Avenue, Calera, Alabama 35040 (herein “the Property”).

2. In addition to the above-described Property, Lessor also leases Lessee the right to utilize all necessary ingress/egress associated with the Property.

3. RPS agrees that during the term of this Lease Agreement it will be responsible for payment for all utilities and other costs necessary for upkeep, maintenance, repairs, and use of the Leased Premises.

4. Lessee understands and agrees that it accepts the Leased Property in its existing condition, and Lessor shall not be liable to Lessee for any damage suffered by Lessee or any person allowed on the Leased Premises by Lessee as a result of any condition of the Leased Premises.

5. Lessee agrees that during the term of this Lease Agreement it will maintain the Leased Premises and any structures or facilities located thereon in such manner so as not to damage Lessor’s property.

6. Lessee agrees it will only use Leased Premises for the designated purpose of maintaining emergency response vehicles, house paramedics and conduct all business associated with providing paramedic services. Lessee shall not allow any private or commercial use of the Property without Lessor’s prior written consent. Except as described in this paragraph, any other use of the

Leased Premises shall violate the terms of this Lease Agreement.

7. The term of this Lease Agreement shall be for a period of one (1) year term, which shall begin on an agreed upon date after the City vacates the Property. Either party has the right to terminate this lease on sixty (60) days written notice to the other if any of the conditions of this Lease Agreement are not met. The Lease shall thereafter automatically renew each year unless one of the parties notifies the other in writing of its intent to terminate the lease within sixty (60) days of the renewal date.

1. Lessee shall pay an amount equal to three thousand dollars (\$3,000) each month to be due on the first day of the month as rent.

2. Lessee shall have the right to enter or to leave the Leased Premises and agrees, at its own expense, to take whatever measures and precautions shall be necessary to render Lessee's structures and facilities inaccessible to unauthorized persons. Lessor agrees it will not give unauthorized persons access to Lessee's structures and facilities located on the Leased Premises.

3. Lessee agrees that in exchange for its right to use the Leased Premises, Lessee will comply with all applicable federal, state, and local laws and regulations, and will hold Lessor harmless from all liabilities that may result of Lessee's failures to abide by such laws and regulations.

4. Lessee agrees to hold Lessor harmless from any loss, damage or liability, consequential or otherwise, in any way caused by Lessee or suffered by any persons brought on the premises by Lessee to the extent permitted by the laws and the Constitution of the State of Alabama.

5. This Lease Agreement constitutes the entire agreement of the parties, and it shall be construed in all respects under the laws of the State of Alabama, and shall be binding on the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the _____ day of _____, 2025.

LESSEE:

The City of Calera, Alabama

LESSOR:

Regional Paramedic Services

Jon G. Graham
Mayor

Kyle McDonnell

Council Member ____ moved that Resolution No. R-2025-10 be adopted. Council Member _____ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-10 adopted.

Adopted this the 17TH of February 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-11

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;

- 1024 Temporary Modified – Duty Assignments
- 1011 Request for Change of Assignment
- 804 Records Maintenance and Release
- 803 Records Division
- 805 Protected Information
- 1017 Outside Employment and Outside Overtime
- 1015 Lactation Breaks

Council Member _____ moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2025-11. 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-2025-11 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-2025-11 adopted.

Adopted this 17th day of February 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Temporary Modified-Duty Assignments

1024.1 PURPOSE AND SCOPE

This policy establishes procedures for providing temporary modified-duty assignments. This policy is not intended to affect the rights or benefits of employees under federal or state law, City rules, or current memorandums of understanding. For example, nothing in this policy affects the obligation of the Department to engage in a good faith, interactive process to consider reasonable accommodations for any employee with a temporary or permanent disability or limitation that is protected under federal or state law.

1024.2 POLICY

Subject to operational considerations, the Calera Police Department may identify temporary modified-duty assignments for employees who have an injury or medical condition resulting in temporary work limitations or restrictions. A temporary assignment allows the employee to work, while providing the Department with a productive employee during the temporary period.

1024.3 GENERAL CONSIDERATIONS

Priority consideration for temporary modified-duty assignments will be given to employees with work-related injuries or illnesses that are temporary in nature. Employees having disabilities covered under the Americans with Disabilities Act (ADA) shall be treated equally, without regard to any preference for a work-related injury.

No position in the Calera Police Department shall be created or maintained as a temporary modified-duty assignment.

Temporary modified-duty assignments are a management prerogative and not an employee right. The availability of temporary modified-duty assignments will be determined on a case-by-case basis, consistent with the operational needs of the Department. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational needs and the employee's ability to perform in a modified-duty assignment.

The Chief of Police or the authorized designee may restrict employees working in temporary modified-duty assignments from wearing a uniform, displaying a badge, carrying a firearm, operating an emergency vehicle or engaging in outside employment, or may otherwise limit them in employing their peace officer powers.

Temporary modified-duty assignments shall generally not exceed a cumulative total of 1,040 hours in any one-year period.

1024.4 PROCEDURE

Employees may request a temporary modified-duty assignment for short-term injuries or illnesses.

Calera Police Department

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Temporary Modified-Duty Assignments

Employees seeking a temporary modified-duty assignment should submit a written request to their Lieutenants or the authorized designees. The request should, as applicable, include a certification from the treating medical professional containing:

- (a) An assessment of the nature and probable duration of the illness or injury.
- (b) The prognosis for recovery.
- (c) The nature and scope of limitations and/or work restrictions.
- (d) A statement regarding any required workplace accommodations, mobility aids or medical devices.
- (e) A statement that the employee can safely perform the duties of the temporary modified-duty assignment.

The Lieutenant will make a recommendation through the chain of command to the Chief of Police regarding temporary modified-duty assignments that may be available based on the needs of the Department and the limitations of the employee. The Chief of Police or the authorized designee shall confer with the City Clerk or the City Attorney as appropriate.

Requests for a temporary modified-duty assignment of 20 hours or less per week may be approved and facilitated by the Patrol Sergeant or Lieutenant, with notice to the Chief of Police.

1024.5 ACCOUNTABILITY

Written notification of assignments, work schedules and any restrictions should be provided to employees assigned to temporary modified-duty assignments and their supervisors. Those assignments and schedules may be adjusted to accommodate department operations and the employee's medical appointments, as mutually agreed upon with the Lieutenant.

1024.5.1 EMPLOYEE RESPONSIBILITIES

The responsibilities of employees assigned to temporary modified duty shall include, but are not limited to:

- (a) Communicating and coordinating any required medical and physical therapy appointments in advance with their supervisors.
- (b) Promptly notifying their supervisors of any change in restrictions or limitations after each appointment with their treating medical professionals.
- (c) Communicating a status update to their supervisors no less than once every 30 days while assigned to temporary modified duty.
- (d) Submitting a written status report to the Lieutenant that contains a status update and anticipated date of return to full duty when a temporary modified-duty assignment extends beyond 60 days.

1024.5.2 SUPERVISOR RESPONSIBILITIES

The employee's immediate supervisor shall monitor and manage the work schedule of those assigned to temporary modified duty.

Temporary Modified-Duty Assignments

The responsibilities of supervisors shall include, but are not limited to:

- (a) Periodically apprising the Lieutenant of the status and performance of employees assigned to temporary modified duty.
- (b) Notifying the Lieutenant and ensuring that the required documentation facilitating a return to full duty is received from the employee.
- (c) Ensuring that employees returning to full duty have completed any required training and certification.

1024.6 MEDICAL EXAMINATIONS

Prior to returning to full-duty status, employees shall be required to provide certification from their treating medical professionals stating that they are medically cleared to perform the essential functions of their jobs without restrictions or limitations.

The Department may require a fitness-for-duty examination prior to returning an employee to full-duty status, in accordance with the Fitness for Duty Policy.

1024.7 PREGNANCY

If an employee is temporarily unable to perform regular duties due to a pregnancy, childbirth, or a related medical condition, the employee will be treated the same as any other temporarily disabled employee (42 USC § 2000e(k)). A pregnant employee shall not be involuntarily transferred to a temporary modified-duty assignment.

If notified by an employee or the employee's representative regarding limitations related to pregnancy, childbirth, or related medical conditions, the Department should make reasonable efforts to provide an accommodation for the employee in accordance with federal law. The accommodation should be provided without unnecessary delay, as appropriate (42 USC § 2000gg-1; 29 CFR 1636.3; 29 CFR 1636.4).

1024.7.1 NOTIFICATION

Pregnant employees should notify their immediate supervisors as soon as practicable and provide a statement from their medical providers identifying any pregnancy-related job restrictions or limitations. If at any point during the pregnancy it becomes necessary for the employee to take a leave of absence, such leave shall be granted in accordance with the City's personnel rules and regulations regarding family and medical care leave.

1024.8 PROBATIONARY EMPLOYEES

Probationary employees who are assigned to a temporary modified-duty assignment may have their probation extended by a period of time equal to their assignment to temporary modified duty.

1024.9 MAINTENANCE OF CERTIFICATION AND TRAINING

Employees assigned to temporary modified duty shall maintain all certification, training and qualifications appropriate to both their regular and temporary duties, provided that the certification, training or qualifications are not in conflict with any medical limitations or restrictions. Employees

Calera Police Department

Calera Police Department Policy Manual

Temporary Modified-Duty Assignments

who are assigned to temporary modified duty shall inform their supervisors of any inability to maintain any certification, training or qualifications.

Request for Change of Assignment

1011.1 PURPOSE AND SCOPE

This policy establishes guidelines for department members to request a change of assignment in response to an announced vacancy.

1011.2 POLICY

It is the policy of the Calera Police Department that all requests for change of assignment be considered in an equitable and nondiscriminatory manner.

1011.3 REQUEST FOR CHANGE OF ASSIGNMENT

Members requesting a change of assignment shall submit a request document through the chain of command to their Lieutenants. In the case of patrol officers, the chain of command must include the Patrol Sergeant.

The change of assignment request document provides members with the opportunity to list their qualifications for specific assignments. It should include:

- (a) The member's relevant experience, education and training.
- (b) All assignments in which the member is interested.

The document will remain in effect until the end of the calendar year in which it was submitted. Effective January 1 of each year, members still interested in a change of assignment should complete and submit a new request.

1011.4 RESPONSIBILITIES

1011.4.1 SUPERVISORS

Upon receipt of a change of assignment request document, the supervisor shall make appropriate comments in the space provided on the document and forward it to the member's Lieutenant.

In the case of patrol officers, the Patrol Sergeant shall make appropriate comments on the form regarding his/her recommendation and forward the request to the Lieutenant.

1011.4.2 LIEUTENANTS

If the Lieutenant receives a change of assignment request document from a patrol officer that does not contain Patrol Sergeant comments, he/she will make appropriate comments and return it to the member without consideration.

The Lieutenant will review all change of assignment requests and submit his/her recommendation to the Chief of Police.

Records Maintenance and Release

804.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

804.2 POLICY

The Calera Police Department is committed to providing public access to records in a manner that is consistent with the Alabama Public Records Law (Ala. Code § 36-12-40 et seq.).

804.3 PUBLIC RECORDS OFFICER

The Chief of Police shall designate Public Records Personnel. The responsibilities of the Public Records Personnel include but are not limited to:

- (a) Managing the records management system for the Department, including the retention, archiving, release, and destruction of department public records.
- (b) Maintaining and updating the department records retention schedule, including:
 - 1. Identifying the minimum length of time the Department must keep records.
 - 2. Identifying the department section responsible for the original record.
- (c) Establishing rules regarding the submission of requests, inspection, and copying of department public records as reasonably necessary for the protection of such records (Ala. Code § 36-12-44; Ala. Code § 36-12-45).
- (d) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (e) Establishing rules regarding the processing of subpoenas for the production of records.
- (f) Ensuring the availability of a current schedule of fees for public records as allowed by law (Ala. Code § 36-12-45).
- (g) Ensuring the records are protected from mutilation, loss, or destruction (Ala. Code § 36-12-2).
- (h) Preparing and making available to the public:
 - 1. A description of the basic rights of a person who requests public information.
 - 2. The responsibilities of the Department pertaining to public records requests.
 - 3. The name of the Public Records Officer.
 - 4. The hours of public access to records.
 - 5. A description of the costs to inspect or copy records.
 - 6. Department procedures regarding public records requests.
- (i) Remain familiar with the Alabama Public Records Law (Ala. Code § 36-12-40 et seq.).

Records Maintenance and Release

804.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any department member who receives a request for any record shall route the request to the Public Records Officer or the authorized designee.

804.4.1 REQUESTS FOR RECORDS

Any member of the public may access unrestricted records of this department during regular business hours by submitting a written and signed request that reasonably identifies each record sought and paying any associated fees. The processing of requests for any record is subject to the following (Ala. Code § 36-12-43; Ala. Code § 36-12-44):

- (a) The Department is not required to create records that do not exist.
- (b) The Public Records Officer shall acknowledge the receipt of a proper standard request within 10 days of receiving the request. A substantive response either fulfilling or denying the request shall be completed within 15 business days after acknowledging the request. This substantive response deadline may be extended by written notification to the requester.
 - 1. If fees are required for the public records, the requester shall be notified of the estimated fee. Records may be withheld until receipt of payment.
- (c) Records requests that may require more than 8 hours to process as determined by the Public Records Officer are time-intensive requests.
 - 1. The requester shall be required to pay a reasonable fee prior to providing a substantive response to the requester. The requester shall be notified of any likely fees and any substantive response will be withheld until receipt of payment.
 - 2. The request shall be acknowledged within 10 business days.
 - 3. The requester shall be notified within 15 business days after acknowledgment that the request is time-intensive. At that time the Public Records Officer shall notify the requester of any likely fees and allow them to withdraw the time-intensive request and submit a new request that is not a time-intensive request. If the requester elects to proceed with a time-intensive request, a substantive response shall be completed within 45 business days. The response time may be extended by written notification to the requester.
 - 4. When a request is designated as time-intensive, a log shall be maintained for keeping track of pending time-intensive requests as provided in Ala. Code § 36-12-44.
- (d) A response is not required for records requests that are vague, ambiguous, overly broad, unreasonable in scope, or are seeking information or materials that are not public records.
- (e) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted, and the unrestricted material released.
- (f) A copy of the redacted release should be maintained in the case file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio or video, a copy of the redacted audio/video should be maintained

Records Maintenance and Release

in the department-approved media storage system and a notation should be made in the case file to document the release and the reasons for the redacted portions.

804.5 RELEASE RESTRICTIONS

Examples of release restrictions include:

- (a) Any personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address, and telephone number; and medical or disability information that is contained in any driver's license record, motor vehicle record, or any department record, including traffic accident reports, is restricted except as authorized by the Department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722; Ala. Code § 32-10-7).
- (b) Certain personnel information including a member's address and telephone number, Social Security number, marital status, medical history, confidential recommendations for employment, and drug and alcohol testing.
- (c) Juvenile law enforcement records (Ala. Code § 12-15-134).
- (d) Law enforcement investigative reports and related investigative material (Ala. Code § 12-21-3.1).
- (e) Portions of records that disclose confidential informants (Rule 3.9, Ala. R. Crim. P.).
- (f) Audio recordings of 9-1-1 calls or the name of a victim (Ala. Code § 11-98-12).
- (g) Records of child abuse or neglect (Ala. Code § 26-14-8).
- (h) Records concerning security plans, procedures, assessments, measures or systems, and other records relating to the security of persons, structures, facilities, or other infrastructures that could reasonably be expected to be detrimental to the public safety or welfare (Ala. Code § 36-12-40).
- (i) Records where disclosure would be detrimental to the best interests of the public (Ala. Code § 36-12-40).
- (j) Any other information that may be appropriately denied by Alabama statute (Ala. Code § 36-12-40).

804.6 SUBPOENAS AND DISCOVERY REQUESTS

Any member who receives a subpoena duces tecum or discovery request for records should promptly contact a supervisor and the Public Records Officer for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the District Attorney, City Attorney or the courts.

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All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Department so that a timely response can be prepared.

804.7 RELEASED RECORDS TO BE MARKED

Each page of any written record released pursuant to this policy should be stamped in a colored ink or otherwise marked to indicate the department name and to whom the record was released.

Each audio/video recording released should include the department name and to whom the record was released.

804.8 SECURITY BREACHES

Members who become aware that any Calera Police Department system containing personal information may have been breached should notify the Records Clerk as soon as practicable. The Records Clerk shall conduct a prompt investigation to determine the likelihood that personal information has been breached (Ala. Code § 8-38-4). A determination that a breach has occurred shall be documented in writing (Ala. Code § 8-38-5).

The Records Clerk shall ensure the required notice is given to any resident of this state whose unsecured personal information is reasonably believed to have been acquired by an unauthorized person (Ala. Code § 8-38-5). Notice shall be in the form and manner specified in Ala. Code § 8-38-5.

Notice shall be given as soon as practicable and without unreasonable delay, but no later than 30 days after the determination that a breach has occurred. Notice may be delayed if notification will impede a criminal investigation (Ala. Code § 8-38-5).

If notification is required to more than 1,000 persons at one time, notice of the breach shall also be provided to the Attorney General and to all consumer reporting agencies as specified in Ala. Code § 8-38-6 and Ala. Code § 8-38-7.

If the breach reasonably appears to have been made to protected information covered in the Protected Information Policy, the Records Clerk should promptly notify the appropriate member designated to oversee the security of protected information (see the Protected Information Policy).

804.8.1 PERSONAL INFORMATION

For purposes of the notice requirement, personal information includes an individual's first name or first initial and last name in combination with any one or more of the following (Ala. Code § 8-38-2):

- (a) Social Security number
- (b) Driver license number, state identification card number, or other similar identification
- (c) Full account number, credit or debit card number, unique electronic identifier, or any required security code, access code, or password that would permit access to an individual's financial account
- (d) Medical information or health insurance information

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- (e) A user name or email address, in combination with a password or security question and answer that would permit access to an online account that is likely to provide access to sensitive personally identifying information

804.9 EXPUNGEMENT

Expungement orders received by the Department shall be reviewed for appropriate action by the Public Records Officer (Ala. Code § 15-27-7; Ala. Code § 15-27-8). The Public Records Officer shall expunge such records as ordered by the court. Records may include but are not limited to a record of arrest, investigation, detention, or conviction. Once a record is expunged, members shall respond to any inquiry as though the record did not exist (Ala. Code § 15-27-6).

Records Division

803.1 PURPOSE AND SCOPE

This policy establishes the guidelines for the operational functions of the Calera Police Department Records Division. The policy addresses department file access and internal requests for case reports.

803.2 POLICY

It is the policy of the Calera Police Department to maintain department records securely, professionally, and efficiently.

803.3 RESPONSIBILITIES

803.3.1 RECORDS CLERK

The Chief of Police shall appoint and delegate certain responsibilities to a Records Clerk. The Records Clerk shall be directly responsible to the Administration Sergeant or the authorized designee.

The responsibilities of the Records Clerk include but are not limited to:

- (a) Overseeing the efficient and effective operation of the Records Division.
- (b) Scheduling and maintaining Records Division time records.
- (c) Supervising, training, and evaluating Records Division staff.
- (d) Maintaining and updating a Records Division procedure manual.
- (e) Ensuring compliance with established policies and procedures.
- (f) Supervising the access, use, and release of protected information (see the Protected Information Policy).
- (g) Establishing security and access protocols for case reports designated as sensitive, where additional restrictions to access have been implemented. Sensitive reports may include but are not limited to:
 - 1. Homicides
 - 2. Cases involving department members or public officials
 - 3. Any case where restricted access is prudent
- (h) Establishing and maintaining reasonable security measures to protect personal identifying information from security breaches as required in Ala. Code § 8-38-3.
- (i) Ensuring reports are sent to the appropriate juvenile court system to be reported to the Alabama State Law Enforcement Agency when a child is charged with certain acts of delinquency as required by Ala. Code § 12-15-134.

803.3.2 RECORDS DIVISION

The responsibilities of the Records Division include but are not limited to:

Records Division

- (a) Providing members of the Department with access to case reports when needed for investigation or court proceedings.
- (b) Maintaining compliance with federal, state, and local regulations regarding reporting requirements of crime statistics.
- (c) Maintaining compliance with federal, state, and local regulations regarding criminal history reports and auditing.
- (d) Identifying missing case reports and notifying the responsible member's supervisor.
- (e) Establishing a process for collecting and submitting data to appropriate federal data collection authorities (e.g., FBI National Use-of-Force Data Collection, U.S. Department of Justice's National Law Enforcement Accountability Database), as applicable, for the following types of occurrences:
 - 1. Officer suicides
 - 2. Officer misconduct
 - 3. Uses of force
 - 4. Officer deaths or assaults
 - 5. Crime incidents
 - 6. Deaths in custody

803.4 FILE ACCESS AND SECURITY

The security of files in the Records Division must be a high priority and shall be maintained as mandated by state or federal law. All case reports including but not limited to initial, supplemental, follow-up, evidence, and any other reports related to a police department case, including field interview (FI) cards, criminal history records, and publicly accessible logs, shall be maintained in a secure area within the Records Division, accessible only by authorized members of the Records Division. Access to case reports or files when Records Division staff is not available may be obtained through the Patrol Sergeant.

The Records Division will also maintain a secure file for case reports deemed by the Chief of Police as sensitive or otherwise requiring extraordinary access restrictions.

803.4.1 ORIGINAL CASE REPORTS

Generally, original case reports shall not be removed from the Records Division. Should an original case report be needed for any reason, the requesting department member shall first obtain authorization from the Records Clerk.

All original case reports to be removed from the Records Division shall be photocopied and the photocopy retained in the file location of the original case report until the original is returned to the Records Division. The photocopied report shall be shredded upon return of the original report to the file.

Records Division

803.5 CONFIDENTIALITY

Records Division staff has access to information that may be confidential or sensitive in nature. Records Division staff shall not access, view, or distribute, or allow anyone else to access, view, or distribute any record, file, or report, whether in hard copy or electronic file format, or any other confidential, protected, or sensitive information except in accordance with the Records Maintenance and Release and Protected Information policies and the Records Division procedure manual.

Protected Information

805.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the access, transmission, release and security of protected information by members of the Calera Police Department. This policy addresses the protected information that is used in the day-to-day operation of the Department and not the public records information covered in the Records Maintenance and Release Policy.

805.1.1 DEFINITIONS

Definitions related to this policy include:

Protected information - Any information or data that is collected, stored or accessed by members of the Calera Police Department and is subject to any access or release restrictions imposed by law, regulation, order or use agreement. This includes all information contained in federal, state or local law enforcement databases that is not accessible to the public.

805.2 POLICY

Members of the Calera Police Department will adhere to all applicable laws, orders, regulations, use agreements and training related to the access, use, dissemination and release of protected information.

805.3 RESPONSIBILITIES

The Chief of Police shall select a member of the Department to coordinate the use of protected information.

The responsibilities of this position include, but are not limited to:

- (a) Ensuring member compliance with this policy and with requirements applicable to protected information, including requirements for the National Crime Information Center (NCIC) system, National Law Enforcement Telecommunications System (NLETS), Alabama Law Enforcement Agency, Driver License Services (ALEA) records, the Alabama Criminal Justice Information Center (ACJIC) and the Alabama Law Enforcement Tactical System (LETS).
- (b) Developing, disseminating and maintaining procedures that adopt or comply with the U.S. Department of Justice's current Criminal Justice Information Services (CJIS) Security Policy.
- (c) Developing, disseminating and maintaining any other procedures necessary to comply with any other requirements for the access, use, dissemination, release and security of protected information.
- (d) Developing procedures to ensure training and certification requirements are met.
- (e) Resolving specific questions that arise regarding authorized recipients of protected information.

Protected Information

- (f) Ensuring security practices and procedures are in place to comply with requirements applicable to protected information.

805.4 ACCESS TO PROTECTED INFORMATION

Protected information shall not be accessed in violation of any law, order, regulation, user agreement, Calera Police Department policy or training. Only those members who have completed applicable training and met any applicable requirements, such as a background check, may access protected information, and only when the member has a legitimate work-related reason for such access.

Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited and may subject a member to administrative action pursuant to the Personnel Complaints Policy and/or criminal prosecution.

805.5 RELEASE OR DISSEMINATION OF PROTECTED INFORMATION

Protected information may be released only to authorized recipients who have both a right to know and a need to know.

A member who is asked to release protected information that should not be released should refer the requesting person to a supervisor or to the Records Clerk for information regarding a formal request.

Unless otherwise ordered or when an investigation would be jeopardized, protected information maintained by the Department may generally be shared with authorized persons from other law enforcement agencies who are assisting in the investigation or conducting a related investigation. Any such information should be released through the Records Division to ensure proper documentation of the release (see the Records Maintenance and Release Policy).

Protected information, such as Criminal Justice Information (CJI), which includes Criminal History Record Information (CHRI), should generally not be transmitted by radio, cellular telephone or any other type of wireless transmission to members in the field or in vehicles through any computer or electronic device, except in cases where there is an immediate need for the information to further an investigation or where circumstances reasonably indicate that the immediate safety of officers, other department members or the public is at risk.

Nothing in this policy is intended to prohibit broadcasting warrant information.

805.6 SECURITY OF PROTECTED INFORMATION

The Chief of Police will select a member of the Department to oversee the security of protected information.

The responsibilities of this position include, but are not limited to:

- (a) Developing and maintaining security practices, procedures and training.

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- (b) Ensuring federal and state compliance with the CJIS Security Policy and the requirements of any state or local criminal history records systems.
- (c) Establishing procedures to provide for the preparation, prevention, detection, analysis and containment of security incidents including computer attacks.
- (d) Tracking, documenting and reporting all breach of security incidents to the Chief of Police and appropriate authorities.

805.6.1 MEMBER RESPONSIBILITIES

Members accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk, in or on an unattended vehicle, in an unlocked desk drawer or file cabinet, on an unattended computer terminal).

805.7 TRAINING

All members authorized to access or release protected information shall complete a training program that complies with any protected information system requirements and identifies authorized access and use of protected information, as well as its proper handling and dissemination.

Outside Employment and Outside Overtime

1017.1 PURPOSE AND SCOPE

This policy provides guidelines for department members who seek to engage in authorized outside employment or outside overtime.

1017.1.1 DEFINITIONS

Definitions related to this policy include:

Outside employment - Duties or services performed by members of this department for another employer, organization or individual who is not affiliated directly with this department when wages, compensation or other consideration for such duties or services is received. Outside employment also includes duties or services performed by those members who are self-employed and receive compensation or other consideration for services, products or benefits rendered.

Outside overtime - Duties or services performed by members of this department for a private organization, entity or individual, that are requested and scheduled directly through the Department. Member compensation, benefits and costs for such outside services are reimbursed to the Department.

1017.2 POLICY

Members of the Calera Police Department shall obtain written approval from the Chief of Police or the authorized designee prior to engaging in any outside employment or outside overtime. Approval of outside employment or overtime shall be at the discretion of the Chief of Police in accordance with the provisions of this policy. Failure to obtain prior written approval for outside employment or overtime, or engaging in outside employment or overtime that is prohibited by this policy, may lead to disciplinary action.

1017.3 OUTSIDE EMPLOYMENT

1017.3.1 REQUEST AND APPROVAL

Members must submit the designated outside employment request form to their immediate supervisors. The request form will then be forwarded through the chain of command to the Chief of Police for consideration.

If approved, the member will be provided with a copy of the approved request form.

1017.3.2 DENIAL

Any member whose request for outside employment has been denied should be provided with a written notification of the reason at the time of the denial.

1017.3.3 REVOCATION OR SUSPENSION

Any member whose approval for outside employment is revoked or suspended should be provided with a written notification of the reason for revocation or suspension.

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Approval for outside employment may be revoked or suspended:

- (a) When a supervisor determines the member's performance is failing to meet standards and the outside employment may be related to the deficient performance.
 - 1. Approval for the outside employment may be reestablished when the member's performance has reached a satisfactory level and with his/her supervisor's authorization.
- (b) When a member's conduct or outside employment conflicts with department policy or any law.
- (c) When the outside employment creates an actual or apparent conflict of interest with the Department or City.

1017.3.4 APPEAL

If a member's request for outside employment is denied or if previous approval is revoked or suspended, the member may file a written notice of appeal with the Chief of Police within 10 days of receiving notice of the denial, revocation or suspension.

A revocation or suspension will only be implemented after the member has completed the appeal process.

If the member's appeal is denied, he/she may file a grievance as provided in the Grievances Policy.

1017.4 REQUIREMENTS

1017.4.1 PROHIBITED OUTSIDE EMPLOYMENT

The Department reserves the right to deny any request for outside employment that involves:

- (a) The use of department time, facilities, equipment or supplies.
- (b) The use of the Calera Police Department badge, uniform or influence for private gain or advantage.
- (c) The member's receipt or acceptance of any money or other consideration for the performance of duties or services that he/she would be required or expected to render in the course or hours of his/her employment, appointment or as a part of his/her regular duties.
- (d) The performance of duties or services that may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other member of this department.
- (e) Demands upon the member's time that would render the performance of his/her duties for this department deficient or substandard.
- (f) Activities that may conflict with any other policy or rule of the Department.

Outside Employment and Outside Overtime

1017.4.2 SECURITY AND PEACE OFFICER OUTSIDE EMPLOYMENT

No member of this department may engage in any outside employment as a peace officer, private security guard, private investigator or other similar private security position.

1017.4.3 DEPARTMENT RESOURCES

Members are prohibited from using any department equipment or resources in the course of, or for the benefit of, any outside employment. This shall include the prohibition against any member using his/her position with this department to gain access to official records or databases of this department or other agencies.

1017.4.4 REVIEW OF FINANCIAL RECORDS

Prior to approving outside employment, the Department may request that a member provide his/her personal financial records for review if the Chief of Police determines that a conflict of interest may exist.

If, after approving a request for outside employment, the Department obtains information that a financial conflict of interest exists, the Department may request that the member provide his/her personal financial records for review. Failure or refusal by the member to provide such records may result in revocation or suspension of approval of the outside employment pursuant to this policy.

1017.4.5 CHANGES IN OUTSIDE EMPLOYMENT STATUS

If a member terminates his/her outside employment, the member shall promptly submit written notification of such termination to the Chief of Police through the chain of command. Any subsequent request for renewal or continued outside employment must thereafter be processed and approved through the procedures set forth in this policy.

Members shall also promptly submit in writing to the Chief of Police any material changes in outside employment, including any change in the number of hours, type of duties or the demands of any approved outside employment. Members who are uncertain whether a change in outside employment is material are advised to report the change.

1017.4.6 LEAVE OR RESTRICTED DUTY STATUS

Members who are placed on leave or other restricted duty status shall inform their immediate supervisors in writing within five days as to whether they intend to continue their outside employment while on such leave or restricted status. The immediate supervisor shall review the duties of the outside employment, along with any related orders (e.g., administrative, medical), and make a recommendation to the Chief of Police regarding whether such employment should continue.

In the event that the Chief of Police determines that the outside employment should be discontinued, or if the member fails to promptly notify his/her supervisor of his/her intention regarding outside employment, a notice revoking approval of the outside employment will be forwarded to the member and a copy attached to the original outside employment request form.

Criteria for revoking approval due to leave or restricted duty status include, but are not limited to:

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- (a) The outside employment is medically detrimental to the total recovery of the disabled member, as indicated by the City's medical professional advisers.
- (b) The outside employment requires performance of the same or similar physical ability as would be required of an on-duty member.
- (c) The member's failure to make timely notice of his/her intention to the supervisor.

When the member returns to full duty with the Calera Police Department, a written request may be submitted to the Chief of Police to approve the outside employment request.

1017.5 OUTSIDE OVERTIME

1017.5.1 REQUESTS FOR SPECIAL SERVICES

Any private organization, entity or individual seeking special services (e.g., security, traffic control) from members of this department must submit a written request to the Chief of Police in advance of the desired service. Such services will be assigned, monitored and compensated through the Department as outside overtime assignments.

- (a) A request for special services during or at the site of a strike, lockout, picket or other physical demonstration of a labor dispute will not be approved.
- (b) The requester will be required to enter into an agreement that includes indemnification with the Department prior to approval.
- (c) The requester will be required to reimburse the Department for the members' compensation, benefits and costs (e.g., court time) associated with such outside services.
- (d) Should such a request be approved, any member working outside overtime shall be subject to the following conditions:
 - 1. The member shall wear the department uniform and carry department identification.
 - 2. The member shall be subject to the rules and regulations of this department.
 - 3. Compensation for such approved outside overtime shall be pursuant to normal overtime procedures (see the Overtime Compensation Policy).
 - 4. Outside overtime shall not be subject to the memorandum of understanding process.
- (e) Outside overtime shall be assigned at the discretion of the Chief of Police or the authorized designee.

1017.5.2 ARREST AND REPORTING PROCEDURE

Any officer making an arrest or taking other official law enforcement action while working in an outside overtime assignment shall be required to complete all related reports in a timely manner

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pursuant to the Report Preparation Policy. Time spent on the completion of such reports shall be considered part of the outside overtime assignment.

1017.5.3 SPECIAL RESTRICTIONS

Except for emergency situations or with prior authorization from the Lieutenant, undercover officers or officers assigned to covert operations shall not be eligible to work outside overtime in a uniformed or other capacity that could reasonably disclose the officer's law enforcement status.

Lactation Breaks

1015.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance regarding reasonable accommodations for lactating members.

1015.2 POLICY

It is the policy of the Calera Police Department to provide, in compliance with federal law, reasonable accommodations for lactating members. This includes break time and appropriate facilities to accommodate any member desiring to express breast milk for the member's nursing child for up to one year after the child's birth (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3).

1015.3 LACTATION BREAK TIME

A rest period should be permitted each time the member requires a lactation break (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3). In general, lactation breaks that cumulatively total 30 minutes or less during any four-hour work period or major portion of a four-hour work period would be considered reasonable. However, individual circumstances may require more or less time.

Lactation breaks, if feasible, should be taken at the same time as the member's regularly scheduled rest or meal periods. While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding regularly scheduled and paid break time will be unpaid.

Members desiring to take a lactation break shall notify the communications operator or a supervisor prior to taking such a break. Such breaks may be reasonably delayed if they would seriously disrupt department operations.

Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

1015.4 PRIVATE LOCATION

The Department will make reasonable efforts to accommodate members with the use of an appropriate room or other location to express milk in private. Such room or place should be in proximity to the member's work area and shall be other than a bathroom or toilet stall. The location must be shielded from view, free from intrusion from coworkers and the public, and otherwise satisfy the requirements of federal law (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3).

Members occupying such private areas shall either secure the door or otherwise make it clear to others that the area is occupied with a need for privacy. All other members should avoid interrupting a member during an authorized break, except to announce an emergency or other urgent circumstance.

Authorized lactation breaks for members assigned to the field may be taken at the nearest appropriate private area.

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Lactation Breaks

1015.5 STORAGE OF EXPRESSED MILK

Any member storing expressed milk in any authorized refrigerated area within the Department shall clearly label it as such and shall remove it when the member's shift ends.

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-12

BE IT RESOLVED, by the Mayor and City Council of City of Calera as follows:

That, in order to comply with Section 12-1, Subsection (b) of the Code of Ordinances of the City of Calera, Alabama which reads as follows:

CHAPTER 12.

ARTICLE 1. IN GENERAL

SECTION 12.1 PURPOSE

There is hereby established a personnel system for the City of Calera, Alabama. Such system shall be established on the following merit principles:

(b) Establishing pay rates consistent with the principle of providing comparable pay for comparable work.

That, in order to comply with Section 12.5, Subsections (a) and (b) of the Code of Ordinances of the City of Calera, Alabama which reads as follows:

CHAPTER 12.

ARTICLE 5. PREPARATION OF PERSONNEL RULES AND REGULATIONS.

(a) The classification of all positions, based on duties, authority and responsibly of each position, with adequate provisions for reclassification of any positions warranted by changed circumstances.

(b) A pay plan of classified service positions

That, the Mayor and Council are amending the adopt the “**City of Calera Classification Plan Effective adopted on 10/1/2022**” for all City of Calera employees in the classified service; by adding the following two Job Descriptions:

Administrative Fire Marshall	Grade G19	Job Description Attached
Administrative Training Chief	Grade G19	Job Description Attached

That, The Mayor and Council adopt the attached Job Descriptions for all City of Calera employees in the classified service;

That, The Mayor, HR Administrator and Department Head can amend Job Description as needed for all City of Calera employees in the classified service;

That, the City of Calera reserves the right to freeze step raises in the event of financial difficulties due to economic trends;

Council Member _____ moved for unanimous consent on the Council be given for immediate action upon Resolution No. 2025-12. Council Member _____ seconded said motion and upon vote, the results were as follows:

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

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-2025-12 be adopted. Council Member _____ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-12 adopted.

Adopted this 17th day of February 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

CITY OF CALERA JOB DESCRIPTION

Job Title: Administrative Fire Marshal
Department: Fire
Reports to: Deputy Fire Chief
Direct Reports: Fire Lieutenants
Employment Status: Full-Time/ Non-Exempt
Grade: G19
Approved:



GENERAL DESCRIPTION:

The purpose of this position is to direct and perform fire prevention activities, fire investigations, fire inspections, and fire code enforcement in order to protect life and property.

ESSENTIAL DUTIES:

1. Interprets, applies, and enforces the provisions of all city fire codes and ordinances and other applicable state and federal laws and regulations.
2. Reviews construction plans; conducts inspections; issues permit and certificates of occupancy; initiates any actions necessary to correct deviations or violations.
3. Plans, develops, Implements fire prevention programs; makes presentations and conducts classes as needed.
4. Conducts fire investigations and inspections; attends hearing and meetings as necessary; testifies in court.
5. Assists in the development of, or reviews, fire exit plans; conducts fire exit drills to monitor and evaluate evacuation procedures.
6. Inspects and tests fire protection and/or fire detection systems to verify that such systems are installed in accordance with appropriate standards.
7. Oversees maintenance of vehicles and fire apparatus; contracts vendors and schedules repairs.
8. Meets with City staff, community and business representatives, and the public on building and code enforcement issues.
9. Responds to questions, complaints, and requests for information by telephone or in person from news media, merchants, community/civic organizations, citizens, officers, employees, superiors, and individuals; investigates complaints as appropriate.
10. Develops long-term and short-term plans and goals for areas of responsibility; develops and implements policies and procedures; revises/updates as necessary.
11. Directs and provides emergency medical care as a first responder, EMT or paramedic, as licensed/certified.
12. Directs and provides fire suppression activities including fire combat, containment, and extinguishment of fires.

13. Directs and performs search and rescue operations including vehicle extrication, swift water rescue, and high-angle rescue.
14. Ensures safety procedures are followed and proper safety equipment is utilized; continually monitors work environment to ensure safety of employees and others.
15. Monitors and communicates effectively and coherently over radio channels; receives and shares information with dispatchers, medical professionals, and other department employees.
16. Composes, prepares, reviews, and/or approves a variety of reports, forms, logs, memos and other types of documentation electronically and on paper.
17. Ensures maintenance of departmental records in compliance with city, state, and federal recordkeeping requirements.
18. Communicates with supervisor, subordinates, co-workers, other departments, city officials, citizens, local/state/federal agencies, vendors/suppliers, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.
19. Attends conferences and meetings to keep abreast of current trends in the field.

Essential Job Duties are intended to be examples of duties and are not intended to be all inclusive. There will be other duties as assigned. All incumbents may not perform all job duties listed, and some incumbents may perform duties which are not listed.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of firefighting practices and techniques
- Knowledge of emergency medical techniques and protocols
- Knowledge of department and city policies and procedures, and relevant federal, state, and local laws and regulations
- Knowledge of National Fire Protection Association (NFPA) standards and International Fire code
- Knowledge of the layout of the City and streets
- Knowledge of computers and other job-related software programs
- Skill in incident command
- Skill in administering first aid and medical treatment
- Skill in operating radios and communication equipment
- Skill in supervising others
- Skill in verbal and written communication
- Ability to perform mathematical computations
- Ability to lead a fire shift
- Ability to stay calm and maintain composure in times of crises
- Ability to think critically and solve problems
- Ability to exercise sound judgment within the scope of responsibility
- Ability to establish and maintain effective working relationships with co-workers, subordinates, supervisors, and the public
- Ability to maintain confidential information
- Must be able to meet regular attendance requirements including weekends and holidays
- Must be able to occasionally work a 24-hour shift when needed
- Must be able to be on-call and respond to emergency situations

- Must be able to perform strenuous physical work for prolonged periods of time under conditions of extreme heights, intense heat, cold, or smoke.
- Must be able to use a self-contained breathing apparatus

MINIMUM QUALIFICATIONS:

High school diploma or GED; two years' experience as a Lieutenant with Calera Fire Department. Must possess and maintain the following certifications: Firefighter I/II, Safety Officer, Fire Officer IV, Fire Instructor III, Fire Inspector II, Fire Investigator I, Public Information Officer, Public Fire and Life Safety Educator, Command and Control of Incident Operations, Hazardous Materials Incident Commander. Must possess and maintain a valid State of Alabama driver license.

ESSENTIAL PHYSICAL REQUIREMENTS:

The physical activities required for this position involve: Sitting, standing, walking, reaching, stooping, crouching, kneeling, climbing, smelling, talking and hearing.

This position requires lifting: Up to and over 100 pounds frequently.

This position has the following special vision requirements: Close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Must meet NFPA minimum vision requirements.

ENVIRONMENTAL WORKING CONDITIONS:

The following environmental conditions and hazards may be encountered while working in this position: Extreme heat and cold, outdoor weather conditions, loud noise, vibration, electrical hazards, confined spaces, hazardous fumes, toxic chemicals, and infectious diseases. This position is required to frequently work alongside moving machinery/equipment and alongside moving traffic on roads.

CITY OF CALERA JOB DESCRIPTION

Job Title: Administrative Training Chief
Department: Fire
Reports to: Deputy Fire Chief
Direct Reports: None
Employment Status: Full-Time/Non-Exempt
Grade: G19
Approved:



GENERAL DESCRIPTION:

The purpose of this position is to plan, develop, and manage training programs for the Fire Department.

ESSENTIAL DUTIES:

1. Develops, plans, conducts, and/or supervises in-service training activities and fire education programs to ensure compliance NFPA standards, City of Calera policies and procedures, and other established guidelines.||
2. Identifies training needs, defines training objectives, and identifies resources and activities necessary for training completion.
3. Develops training schedules for personnel; secures training locations and supplies; coordinates training with Alabama Fire College and other organizations as necessary.
4. Compiles, submits, and maintains training records for annual certification of personnel; authorizes and registers personnel for training.
5. Prepares fire training budget requests and monitors expenditures; maintains inventory of training supplies.
6. Performs other related duties as required.
7. Responds to emergency calls involving fire scenes, emergency medical incidents, hazardous materials incidents, man-made and natural disasters, technical rescue operations, and other emergency situations.
8. Directs and provides emergency medical care as a first responder, EMT or paramedic, as licensed/certified.
9. Directs and provides fire suppression activities including fire combat, containment, and extinguishment of fires; evacuates individuals; lays and connects water hoses; holds nozzles and water streams operates pumps; carries, raises, and climbs ladders; uses forcible entry; takes necessary safety precautions.
10. Ensures safety procedures are followed, and proper safety equipment is utilized; continually monitors work environment to ensure safety of employees and others.
11. Monitors and communicates effectively and coherently over radio channels; receives and shares information with dispatchers, medical professionals, and other department employees.

12. Participates in health-related fitness programs in accordance with National Fire Protection Association (NFPA) standards.
13. Provides a variety of community outreach activities related to fire prevention and safety.
14. Composes, prepares, reviews, and/or approves a variety of reports, forms, logs and other types of documentation electronically and on paper.
15. Ensures maintenance of departmental records in compliance with city, state, and federal recordkeeping requirements.
16. Communicates with the public concerning problems, complaints, or emergency situations related to department activities.
17. Communicates with supervisor, subordinates, co-workers, other departments, city officials, citizens, local/state/federal agencies, vendors/suppliers, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Essential Job Duties are intended to be examples of duties and are not intended to be all inclusive. There will be other duties as assigned. All incumbents may not perform all job duties listed, and some incumbents may perform duties which are not listed.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of firefighting practices and techniques
- Knowledge of emergency medical techniques and protocols
- Knowledge of department and city policies and procedures, and relevant federal, state, and local laws and regulations
- Knowledge of National Fire Protection Association (NFPA) standards and International Fire code
- Knowledge of the layout of the City and streets
- Knowledge of instructional techniques and ability to plan, organize, and schedule.
- Knowledge of computers and other job-related software programs
- Skill in incident command
- Skill in administering first aid and medical treatment
- Skill in operating radios and communication equipment
- Skill in supervising others
- Skill in verbal and written communication
- Ability to perform mathematical computations
- Ability to work on a team
- Ability to stay calm and maintain composure in times of crises
- Ability to think critically and solve problems
- Ability to exercise sound judgment within the scope of responsibility
- Ability to establish and maintain effective working relationships with co-workers, subordinates, supervisors, and the public
- Ability to maintain confidential information
- Must be able to meet regular attendance requirements and work a rotating 24-hour shift including weekends and holidays
- Must be able to be on-call and respond to emergency situations

- Must be able to perform strenuous physical work for prolonged periods of time under conditions of extreme heights, intense heat, cold, or smoke.
- Must be able to use a self-contained breathing apparatus

MINIMUM QUALIFICATIONS:

High school diploma or GED; two years' experience as a Lieutenant with Calera Fire Department. Must possess and maintain the following certifications: Firefighter I/II, Safety Officer, Fire Officer IV, Fire Instructor III, Fire Inspector II, Fire Investigator I, Public Information Officer, Public Fire and Life Safety Educator, Command and Control of Incident Operations, Hazardous Materials Incident Commander. Must possess and maintain a valid State of Alabama driver license.

ESSENTIAL PHYSICAL REQUIREMENTS:

The physical activities required for this position involve: Sitting, standing, walking, reaching, stooping, crouching, kneeling, climbing, smelling, talking and hearing.

This position requires lifting: Up to and over 100 pounds frequently.

This position has the following special vision requirements: Close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Must meet NFPA minimum vision requirements.

ENVIRONMENTAL WORKING CONDITIONS:

The following environmental conditions and hazards may be encountered while working in this position: Extreme heat and cold, outdoor weather conditions, loud noise, vibration, electrical hazards, confined spaces, hazardous fumes, toxic chemicals, and infectious diseases. This position is required to frequently work alongside moving machinery/equipment and alongside moving traffic on roads.

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-13

**AGREEMENT FOR AMBULANCE SERVICES WITH CADENCE
EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK
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 Cadence Equipment Finance, a division of Cadence Bank. for the lease of (1) New 2025 Kenworth T480 Chassis New Way 24 YD ASL Garbage Truck, for the City of Calera. Said contract attached.

Exhibit A - See Attached Agreement

Council Member ____ moved that Resolution No. R-2025-13 be adopted. Council Member ____ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-13 adopted.

Adopted this the 17th of February 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Exhibit A



CADENCE EQUIPMENT FINANCE

2/14/2025

Sent via: kyle@secequip.com

City of Calera, AL

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: Cadence Equipment Finance, a division of Cadence Bank
2. Lessee: City of Calera, AL
3. Equipment Description: One (1) New 2025 Kenworth T480 Chassis
New Way 24 YD ASL Garbage Truck
4. Equipment Cost: \$393,170.11
5. Lease Term: 3 years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

3 annual payments @ \$87,947.68 arrears with balloon payment of \$180,160.00
7. Lease Rate: 5.03%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to increase in the prime rate above 7.50%. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 3/13/2025. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or Jonathan.King@cadencebank.com.

Jonathan King

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____