



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

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, February 17, 2025, at 6:30 p.m. in a regular meeting. Mayor Pro Tem Montgomery presiding.

Mayor Pro Tem and Council Members Present:

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

Absent:

Jon G. Graham, Mayor

Attorney:

Brian Kilgore

Guests:

James Fuller, David Hyche, Richard Byers, Sean Kendrick, Reggie Darden, Kelly Ellison, Bill Hilyer, Alison Powers, Kevin Shirey, Noah Wortham, Bill and Ann Davis, Bruce Kincaid, David Brazier and Family, Phillip Porter and Family, Chris Jones and Family, Calera Fire Department

Mayor Pro Tem Montgomery called the meeting to order at 6:30 p.m.

Word of Prayer and Pledge of Allegiance:

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

Approval of Agenda:

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

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

NAYS: None

Motion Passed

Approval of Minutes:

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

Regular Meeting – February 3, 2025

Work Session – February 3, 2025

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

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

NAYS: None

Motion Passed

Old Business:

No old business

New Business:

Resolution No. 2025-10 RPS Rental Lease Agreement

Council Member Byers made a motion to approve Resolution No. 2025-10. Council Member Morgan seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

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

Council Member Watts moved that unanimous consent of the Council be given for immediate action upon Resolution No. 2025-11. Council Member Cost seconded said motion and upon vote, the results were as follows:

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

NAYS: None

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

Council Member Turner made a motion to approve Resolution No. 2025-11. Council Member Morgan seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

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

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

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

NAYS: None

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

Council Member Byers made a motion to approve Resolution No. 2025-12. Council Member Morgan seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

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

Council Member Byers made a motion to approve Resolution No. 2025-13. Council Member Watts seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

Guests:

Public Comments:

Brian Kincaid

Council Member Cost made a motion to adjourn the meeting at 6:48 p.m.

Approved this 3rd day of March 2025.

Ernest Montgomery, Mayor Pro Tem

ATTEST:

Connie B. Payton, City Clerk

Mayor Pro Tem Montgomery 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

Jon G. Graham
Mayor

LESSOR:

Regional Paramedic Services

Kyle McDonnell

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

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

NAYS: None

Mayor Pro Tem Montgomery declared Resolution No. R-2025-10 adopted.

Adopted this the 17TH of February 2025.

Ernest Montgomery, Mayor Pro Tem

ATTEST:

Connie B. Payton, City Clerk

Mayor Pro Tem Montgomery 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 Watts moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2025-11. Council Member Cost seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Council Member Turner moved that Resolution No. R-2025-11 be adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Pro Tem Montgomery declared Resolution No. R-2025-11 adopted.

Adopted this 17th day of February 2025.

Connie B. Payton, City Clerk

Ernest Montgomery, Mayor Pro Tem

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

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

NAYS: None

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

Council Member Byers moved that Resolution No. R-2025-12 be adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Pro Tem Montgomery declared Resolution No. R-2025-12 adopted.

Adopted this 17th day of February 2025.

Connie B. Payton, City Clerk

Ernest Montgomery, Mayor Pro Tem

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. Facilitates training, manages records and licensure in compliance with State and National EMT and Paramedic Standards and Protocols.
6. Prepares fire training budget requests and monitors expenditures; maintains inventory of training supplies.
7. Performs other related duties as required.
8. 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.
9. Directs and provides emergency medical care as a first responder, EMT or paramedic, as licensed/certified.
10. 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.
11. Ensures safety procedures are followed, and proper safety equipment is utilized; continually

monitors work environment to ensure safety of employees and others.

12. Monitors and communicates effectively and coherently over radio channels; receives and shares information with dispatchers, medical professionals, and other department employees.
13. Participates in health-related fitness programs in accordance with National Fire Protection Association (NFPA) standards.
14. Provides a variety of community outreach activities related to fire prevention and safety.
15. Composes, prepares, reviews, and/or approves a variety of reports, forms, logs and other types of documentation electronically and on paper.
16. Ensures maintenance of departmental records in compliance with city, state, and federal recordkeeping requirements.
17. Communicates with the public concerning problems, complaints, or emergency situations related to department activities.
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.

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; five years' experience as a company officer or higher. 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 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:

19. Interprets, applies, and enforces the provisions of all city fire codes and ordinances and other applicable state and federal laws and regulations.
20. Reviews construction plans; conducts inspections; issues permit and certificates of occupancy; initiates any actions necessary to correct deviations or violations.
21. Plans, develops, Implements fire prevention programs; makes presentations and conducts classes as needed.
22. Conducts fire investigations and inspections; attends hearing and meetings as necessary; testifies in court.
23. Assists in the development of, or reviews, fire exit plans; conducts fire exit drills to monitor and evaluate evacuation procedures.
24. Inspects and tests fire protection and/or fire detection systems to verify that such systems are installed in accordance with appropriate standards.
25. Meets with City staff, community and business representatives, and the public on building and code enforcement issues.
26. 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.
27. Develops long-term and short-term plans and goals for areas of responsibility; develops and implements policies and procedures; revises/updates as necessary.
28. Directs and provides emergency medical care as a first responder, EMT or paramedic, as licensed/certified.
29. Directs and provides fire suppression activities including fire combat, containment, and extinguishment of fires.
30. Directs and performs search and rescue operations including vehicle extrication, swift water rescue, and high-angle rescue.

31. Ensures safety procedures are followed and proper safety equipment is utilized; continually monitors work environment to ensure safety of employees and others.
32. Monitors and communicates effectively and coherently over radio channels; receives and shares information with dispatchers, medical professionals, and other department employees.
33. Composes, prepares, reviews, and/or approves a variety of reports, forms, logs, memos and other types of documentation electronically and on paper.
34. Ensures maintenance of departmental records in compliance with city, state, and federal recordkeeping requirements.
35. 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.
36. 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.

Mayor Pro Tem Montgomery introduced the following Resolution:

RESOLUTION NO. R-2025-13

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

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

NAYS: None

Mayor Pro Tem Montgomery declared Resolution No. R-2025-13 adopted.

Adopted this the 17th of February 2025.

Ernest Montgomery, Mayor Pro Tem

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: _____