



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, 2025
Work Session – January 6, 2025

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.

[Signature]
Property Owner

10-6-25
Date

[Signature]
Witness

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. Alchison, 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

*1 Deeded Deed
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.

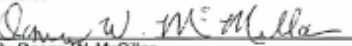
IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this the 16th day of August, 2022.

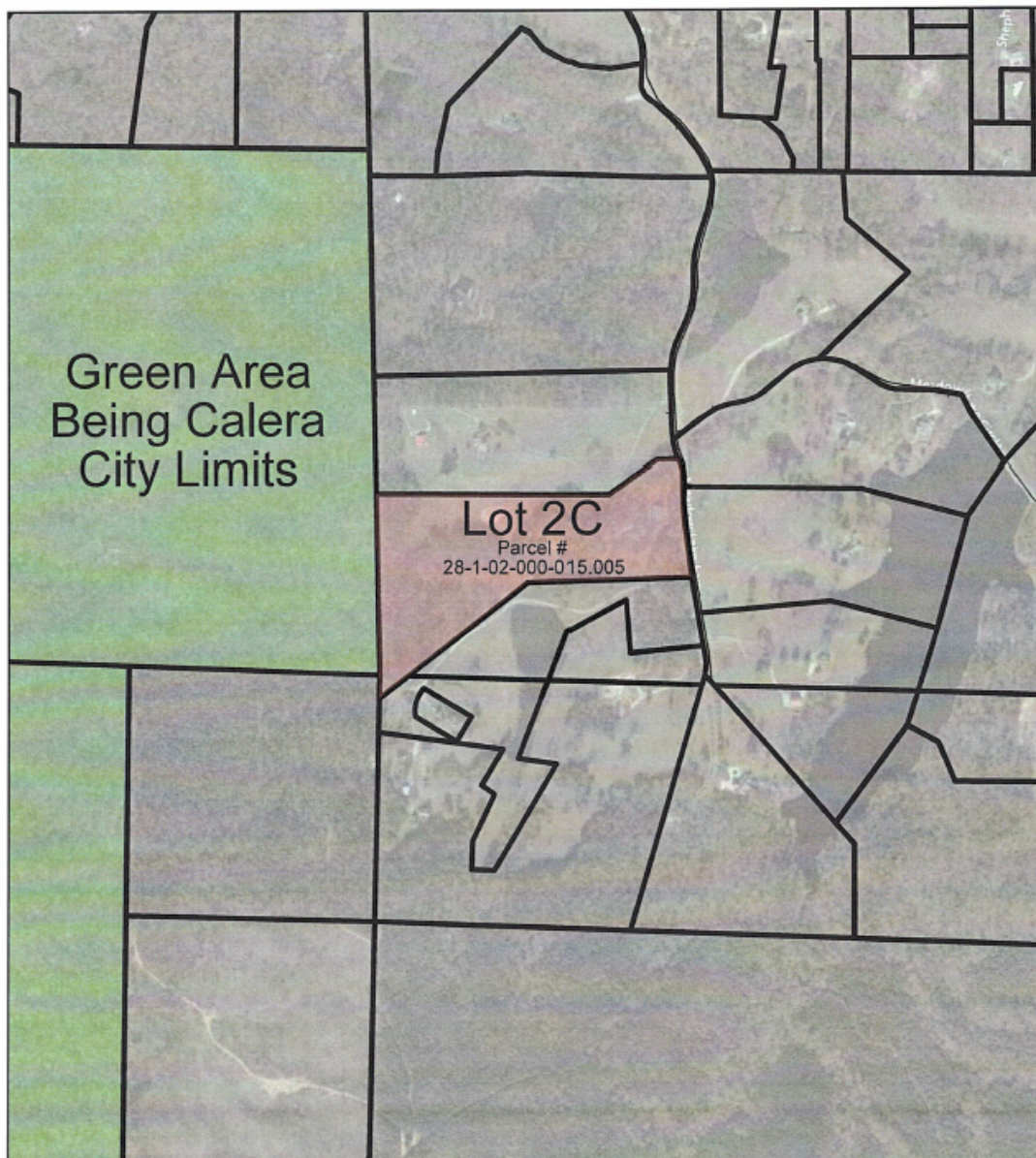

Shane W. McMillan (AS TO PARCEL 1)


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:

APPROVED:

[Signature]
ZONING ADMINISTRATOR

SCALE:

N.T.S.

DATED:

JANUARY 2025

A-1-25

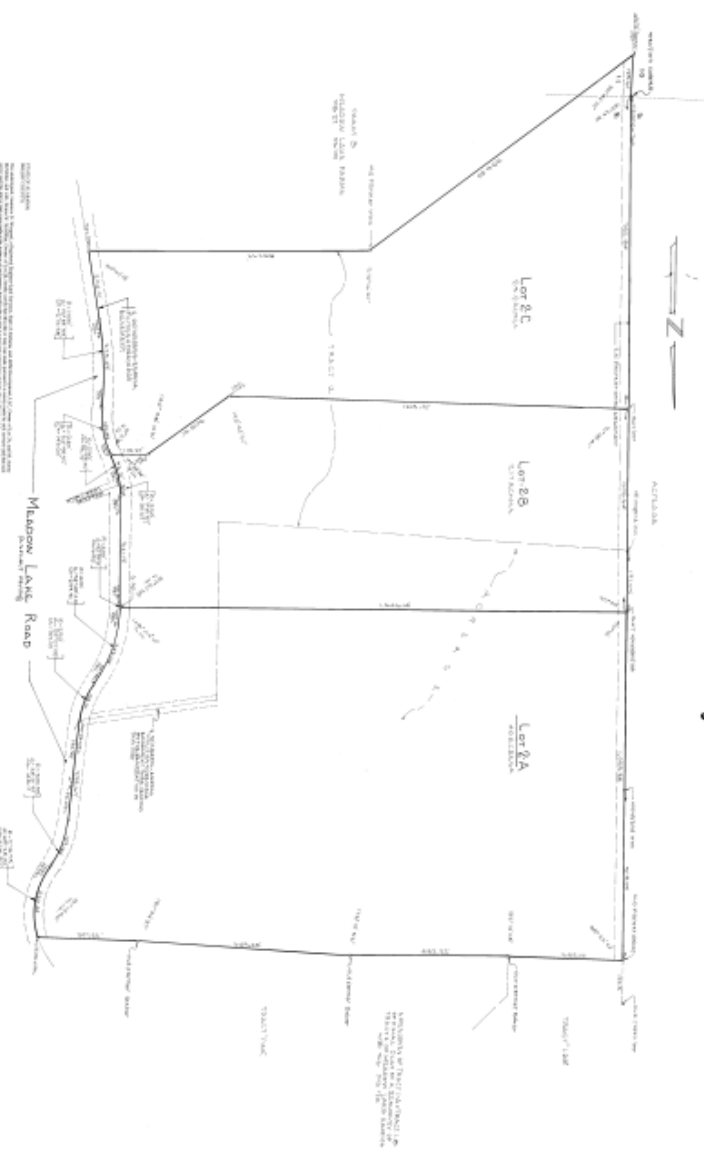


Date: 01-09-2025

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://probaterrecords.shelbyal.com/shelby/search.do?dmy=20220816000321740=&indexName=details&templateName=Details_SN&q=20220816000321740			
https://probaterrecords.shelbyal.com/shelby/search.do?dmy=20030321000171770=&indexName=details&templateName=Details_SN&q=20030321000171770			
https://probaterrecords.shelbyal.com/shelby/search.do?dmy=20001121000402301=&indexName=details&templateName=Details_SN&q=20001121000402301			
https://probaterrecords.shelbyal.com/shelby/search.do?dmy=20001113000393321=&indexName=details&templateName=Details_SN&q=20001113000393321			
https://probaterrecords.shelbyal.com/shelby/search.do?dmy=19990818000347641=&indexName=details&templateName=Details_SN&q=19990818000347641			



MEMORANDUM
 TO: THE BOARD OF SUPERVISORS
 FROM: THE COUNTY ENGINEER
 SUBJECT: MEMORANDUM OF DECISION
 DATE: 10/10/1990

1. The Board of Supervisors has received a request from the County Engineer for a change in the boundary of the Meadow Lane Road. The request is based on the fact that the road is currently shown as 100 feet wide, but the actual width is 120 feet.

2. The County Engineer has submitted a map showing the proposed change in the boundary of the Meadow Lane Road. The map shows the road as 120 feet wide, which is the actual width of the road.

3. The Board of Supervisors has reviewed the map and the request and has decided to approve the change in the boundary of the Meadow Lane Road. The change will be shown on the next map of the area.

MEMORANDUM
 TO: THE BOARD OF SUPERVISORS
 FROM: THE COUNTY ENGINEER
 SUBJECT: MEMORANDUM OF DECISION
 DATE: 10/10/1990

1. The Board of Supervisors has received a request from the County Engineer for a change in the boundary of the Meadow Lane Road. The request is based on the fact that the road is currently shown as 100 feet wide, but the actual width is 120 feet.

2. The County Engineer has submitted a map showing the proposed change in the boundary of the Meadow Lane Road. The map shows the road as 120 feet wide, which is the actual width of the road.

3. The Board of Supervisors has reviewed the map and the request and has decided to approve the change in the boundary of the Meadow Lane Road. The change will be shown on the next map of the area.

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)

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

Agreement Recommended for approval:

By:
Area Traffic Engineer Signature

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

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

APPROVED:

By:
Region Engineer Signature

RECORDED:

By:
State Traffic Engineer Signature

Date:
(Added to Archive)