



**Regular City Council Meeting and Work Session  
Council Chambers — 7901 Highway 31 Calera, Alabama  
Monday, September 15, 2025  
Council Meeting Time 6:30 PM  
Work Session Time 5:45 PM**

**CALL TO ORDER - WORK SESSION / PRE-COUNCIL 5:45 PM**

**ROLL CALL**

**Report of City Attorney**

Bent Owens

**Report of Department Heads**

**Report of Council Members**

**Mayor Report**

**CALL TO ORDER REGULAR CITY COUNCIL MEETING 6:30 PM**

**Word of Prayer & Pledge of Allegiance**

**Approval of Agenda**

**Approval of Minutes**

Special Called Meeting for September 2, 2025 Canvass of Election Results

Regular Meeting and Work Session for September 2, 2025

Budget Work Session for September 2, 2025

**Old Business**

**New Business**

Resolution No. 2025-48

Adopting the Fiscal Year 2025 - 2026 Budget

Kelly Ellison, Finance Director

Budget Adjustments

James Fuller, IT Director  
Recognition of Stephen Horton

Resolution No. 2025-49  
CSX Land License Agreement

Resolution No. 2025-50  
Shelby County Board of Education, Shelby County Commission, City of Calera  
Agreement for Law Enforcement Services for Calera Schools

Ordinance No. 2025-06  
Retiree Health Insurance

Resolution No. 2025-51  
Mountain Brook Amicus Resolution

Resolution No. 2025-52  
Vacation Time Buy Back Program

**Guests:**

**Public Comments**

**Motion to Adjourn - Time**



## **Minutes of the City of Calera Council Meeting September 2, 2025**

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Tuesday, September 2, 2025, at 12:00 p.m. in a special called meeting. Mayor Graham presiding.

### **Mayor and Council Members Present:**

Jon G. Graham, Mayor  
Debbie Byers, Council Member  
Ernest Montgomery, Mayor Pro Tem  
Kay Snowden Turner, Council Member

### **Absent:**

Kenny Dale Cost, Council Member  
Calvin Morgan, Council Member  
Alan Watts, Council Member

### **Guests:**

Drew Bradshaw

**Mayor Graham called the meeting to order at 12:00 p.m.**

### **New Business:**

#### **Resolution No. 2025-47 Canvass of Election Results for the 2025 Calera Municipal Election**

Motion made by Council Member Turner seconded by Council Member Montgomery. Motion carried.

## **Motion to Adjourn**

Council Member Byers made a motion to adjourn the meeting at 12:10 p.m.

Approved this 15<sup>th</sup> day of September 2025.

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Jon G. Graham, Mayor

ATTEST:

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Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

## **RESOLUTION NO. R-2025-47**

### **CANVASS OF ELECTION RESULTS**

**WHEREAS**, that pursuant to a federal court order modifying the consent decree in *United States of America v. The City of Calera, Alabama, et al., CV-08-BE-1982-S* (N.D. Ala.), a municipal election for the City of Calera for a six member council was duly and legally held on August 26, 2025; and

**WHEREAS**, the municipal governing body of the City of Calera met on this 2<sup>nd</sup> day of September, 2025, a quorum thereof being present, at 12:00 noon, and has canvassed the returns, and has ascertained and determined the number of votes received by each candidate; and

**WHEREAS**, the said municipal governing body has ascertained and determined the result of said election as follows:

#### **Kenny Dale Cost – Mayor**

|                  |     |
|------------------|-----|
| Machine Number 1 | 289 |
| Machine Number 2 | 143 |
| Machine Number 3 | 370 |
| Absentee         | 11  |
| Provisional      | 1   |

|                   |            |
|-------------------|------------|
| <b>Total Vote</b> | <b>814</b> |
|-------------------|------------|

#### **Heather Edwards – Mayor**

|                  |     |
|------------------|-----|
| Machine Number 1 | 131 |
| Machine Number 2 | 56  |
| Machine Number 3 | 130 |
| Absentee         | 4   |
| Provisional      | 0   |

|                   |            |
|-------------------|------------|
| <b>Total Vote</b> | <b>321</b> |
|-------------------|------------|

#### **Jennifer Flournoy – Mayor**

|                  |     |
|------------------|-----|
| Machine Number 1 | 110 |
| Machine Number 2 | 50  |
| Machine Number 3 | 94  |
| Absentee         | 1   |
| Provisional      | 0   |

|                   |            |
|-------------------|------------|
| <b>Total Vote</b> | <b>255</b> |
|-------------------|------------|

#### **Jon Graham – Mayor**

|                  |     |
|------------------|-----|
| Machine Number 1 | 151 |
| Machine Number 2 | 51  |
| Machine Number 3 | 147 |
| Absentee         | 13  |
| Provisional      | 0   |

**Total Vote 362**

**Derrick Hidalgo – Mayor**

|                  |    |
|------------------|----|
| Machine Number 1 | 44 |
| Machine Number 2 | 25 |
| Machine Number 3 | 56 |
| Absentee         | 3  |
| Provisional      | 0  |

**Total Vote 128**

**Drew Bradshaw – Council Member**

|                  |     |
|------------------|-----|
| Machine Number 1 | 210 |
| Machine Number 2 | 81  |
| Machine Number 3 | 245 |
| Absentee         | 6   |
| Provisional      | 0   |

**Total Vote 542**

**Chris Bunn – Council Member**

|                  |    |
|------------------|----|
| Machine Number 1 | 53 |
| Machine Number 2 | 26 |
| Machine Number 3 | 60 |
| Absentee         | 8  |
| Provisional      | 0  |

**Total Vote 147**

**Debbie Byers– Council Member**

|                  |    |
|------------------|----|
| Machine Number 1 | 67 |
| Machine Number 2 | 37 |
| Machine Number 3 | 89 |
| Absentee         | 3  |
| Provisional      | 0  |

**Total Vote 196**

**Henry Davis – Council Member**

|                  |    |
|------------------|----|
| Machine Number 1 | 72 |
|------------------|----|

05120019.1

|                  |    |
|------------------|----|
| Machine Number 2 | 39 |
| Machine Number 3 | 75 |
| Absentee         | 2  |
| Provisional      | 0  |

**Total Vote 188**

**Ernest Montgomery – Council Member**

|                  |    |
|------------------|----|
| Machine Number 1 | 52 |
| Machine Number 2 | 24 |
| Machine Number 3 | 55 |
| Absentee         | 3  |
| Provisional      | 0  |

**Total Vote 134**

**Calvin Jack Morgan – Council Member**

|                  |     |
|------------------|-----|
| Machine Number 1 | 88  |
| Machine Number 2 | 45  |
| Machine Number 3 | 106 |
| Absentee         | 1   |
| Provisional      | 0   |

**Total Vote 240**

**David Morgan – Council Member**

|                  |    |
|------------------|----|
| Machine Number 1 | 26 |
| Machine Number 2 | 10 |
| Machine Number 3 | 22 |
| Absentee         | 2  |
| Provisional      | 0  |

**Total Vote 60**

**Kay Snowden Turner – Council Member**

|                  |    |
|------------------|----|
| Machine Number 1 | 79 |
| Machine Number 2 | 35 |
| Machine Number 3 | 86 |
| Absentee         | 2  |
| Provisional      | 0  |

**Total Vote 202**

**Krispin Watson – Council Member**

|                  |    |
|------------------|----|
| Machine Number 1 | 49 |
| Machine Number 2 | 20 |
| Machine Number 3 | 38 |

|             |   |
|-------------|---|
| Absentee    | 2 |
| Provisional | 0 |

|                   |            |
|-------------------|------------|
| <b>Total Vote</b> | <b>109</b> |
|-------------------|------------|

**Alan Watts – Council Member**

|                  |    |
|------------------|----|
| Machine Number 1 | 31 |
| Machine Number 2 | 8  |
| Machine Number 3 | 26 |
| Absentee         | 3  |
| Provisional      | 1  |

|                   |           |
|-------------------|-----------|
| <b>Total Vote</b> | <b>69</b> |
|-------------------|-----------|

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Calera, Alabama, as follows:

1. That Drew Bradshaw received the highest number of the at-large votes cast for the office of Council Member and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2025.
2. That Calvin Jack Morgan received the second highest number of the at-large votes cast for the office of Council Member and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2025.
3. That Kay Snowden Turner received the third highest number of the at-large votes cast for the office of Council Member and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2025.
4. That Debbie Byers received the fourth highest number of the at-large votes cast for the office of Council Member and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2025.
5. That Henry Davis received the fifth highest number of the at-large votes cast for the office of Council Member and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2025.
6. That Chris Bunn received the sixth highest number of the at-large votes cast for the office of Council Member and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2025.
7. That no candidate received the majority of the votes cast for the office of Mayor, and that Kenny Dale Cost and Jon Graham received the most and second most votes cast for that office, respectively therefore, a runoff election between said candidates is hereby ordered to be held on Tuesday, September 23, 2025, pursuant to the requirements of the Alabama Code of 1975, as amended.

Council Member Turner made a motion to adopt Resolution No. R-2025-47. Council Member Montgomery seconded said motion and upon vote, results were as follows:

AYES: Montgomery, Graham, Byers, Turner

NAYS: None

Adopted and approved this 2<sup>nd</sup> day of September, 2025.

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Jon G. Graham, Mayor

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Ernest Montgomery, Council Member

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Alan Watts, Council Member

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Calvin Morgan, Council Member

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Kenny Dale Cost, Council Member

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Debbie Byers, Council Member

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Kay Snowden Turner, Council Member

Attest:

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Connie B. Payton, City Clerk

# CERTIFICATE OF ELECTION

STATE OF ALABAMA

SHELBY COUNTY / CHILTON COUNTY

CITY OF CALERA

The undersigned hereby certify that the official canvass of the votes cast in the at-large general municipal election held in the City of Calera, Alabama, on August 26, 2025, shows that Drew Bradshaw was duly elected to the office of Council Member of the City of Calera, Alabama for a term commencing on the first Monday of November, 2025.

Given under our hands pursuant to the requirements of Section 11-46-20 et seq. of the Alabama Code of 1975, as amended this 2<sup>nd</sup> day of September, 2025.

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Mayor, Jon G. Graham

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Council Member Montgomery

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Council Member Watts

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Council Member Morgan

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Council Member Cost

---

Council Member Byers

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Council Member Turner

# CERTIFICATE OF ELECTION

STATE OF ALABAMA

SHELBY COUNTY / CHILTON COUNTY

CITY OF CALERA

The undersigned hereby certify that the official canvass of the votes cast in the at-large general municipal election held in the City of Calera, Alabama, on August 26, 2025, shows that Calvin Jack Morgan was duly elected to the office of Council Member of the City of Calera, Alabama for a term commencing on the first Monday of November, 2025.

Given under our hands pursuant to the requirements of Section 11-46-20 et seq. of the Alabama Code of 1975, as amended this 2<sup>nd</sup> day of September, 2025.

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Mayor, Jon G. Graham

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Council Member Montgomery

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Council Member Watts

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Council Member Morgan

---

Council Member Cost

---

Council Member Byers

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Council Member Turner

# CERTIFICATE OF ELECTION

STATE OF ALABAMA

SHELBY COUNTY / CHILTON COUNTY

CITY OF CALERA

The undersigned hereby certify that the official canvass of the votes cast in the at-large general municipal election held in the City of Calera, Alabama, on August 26, 2025, shows that Kay Snowden Turner was duly elected to the office of Council Member of the City of Calera, Alabama for a term commencing on the first Monday of November, 2025.

Given under our hands pursuant to the requirements of Section 11-46-20 et seq. of the Alabama Code of 1975, as amended this 2<sup>nd</sup> day of September, 2025.

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Mayor, Jon G. Graham

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Council Member Montgomery

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Council Member Watts

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Council Member Morgan

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Council Member Cost

---

Council Member Byers

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Council Member Turner

# CERTIFICATE OF ELECTION

STATE OF ALABAMA

SHELBY COUNTY / CHILTON COUNTY

CITY OF CALERA

The undersigned hereby certify that the official canvass of the votes cast in the at-large general municipal election held in the City of Calera, Alabama, on August 26, 2025, shows that Debbie Byers was duly elected to the office of Council Member of the City of Calera, Alabama for a term commencing on the first Monday of November, 2025.

Given under our hands pursuant to the requirements of Section 11-46-20 et seq. of the Alabama Code of 1975, as amended this 2<sup>nd</sup> day of September, 2025.

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Mayor, Jon G. Graham

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Council Member Montgomery

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Council Member Watts

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Council Member Morgan

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Council Member Cost

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Council Member Byers

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Council Member Turner

# CERTIFICATE OF ELECTION

STATE OF ALABAMA

SHELBY COUNTY / CHILTON COUNTY

CITY OF CALERA

The undersigned hereby certify that the official canvass of the votes cast in the at-large general municipal election held in the City of Calera, Alabama, on August 26, 2025, shows that Henry Davis was duly elected to the office of Council Member of the City of Calera, Alabama for a term commencing on the first Monday of November, 2025.

Given under our hands pursuant to the requirements of Section 11-46-20 et seq. of the Alabama Code of 1975, as amended this 2<sup>nd</sup> day of September, 2025.

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Mayor, Jon G. Graham

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Council Member Montgomery

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Council Member Watts

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Council Member Morgan

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Council Member Cost

---

Council Member Byers

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Council Member Turner

# CERTIFICATE OF ELECTION

STATE OF ALABAMA

SHELBY COUNTY / CHILTON COUNTY

CITY OF CALERA

The undersigned hereby certify that the official canvass of the votes cast in the at-large general municipal election held in the City of Calera, Alabama, on August 26, 2025, shows that Chris Bunn was duly elected to the office of Council Member of the City of Calera, Alabama for a term commencing on the first Monday of November, 2025.

Given under our hands pursuant to the requirements of Section 11-46-20 et seq. of the Alabama Code of 1975, as amended this 2<sup>nd</sup> day of September, 2025.

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Mayor, Jon G. Graham

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Council Member Montgomery

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Council Member Watts

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Council Member Morgan

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Council Member Cost

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Council Member Byers

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Council Member Turner





## **Minutes of the City of Calera City Council Meeting**

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on September 2, 2025, at 6:30 p.m. in a regular meeting. Mayor Graham presiding.

### **CALL TO ORDER - WORK SESSION / PRE-COUNCIL 5:45 PM**

The Work Session was called to order at 5:45 PM with Mayor Jon G. Graham presiding.

### **ROLL CALL**

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

### **Guests**

Richard Byers, Daniel Locke, Dennis Torrealba, Dee Starkey, Dawn Cost, Chris Bunn, Robbie Grant, Donny Cook, Blake Atkins, Alicia Anderson, Stephen Horton, Larry and Jenny Cost and Family, Tip Edwards, Chris Wood and Family, Matt Moore, John Bores, Bruce Kincaid, Daryl Ray, Chase Adam Smith, Chet Avery, Henry Davis, Drew Bradshaw, Calera Fire Department, Tim Nabors, Luke White, Brent Ellison, Candace Byers

### **Report of City Attorney**

Bent Owens

### **Report of Department Heads**

James Fuller, David Hyche, Sean Kendrick, Kelly Ellison, Roger Smith, Seth Gandy, Kevin Shirey, Stacy Walkup, Bill Hilyer, Reggie Darden

### **Report of Council Members**

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

### **Mayor Report**

Jon G. Graham, Mayor

### **CALL TO ORDER REGULAR CITY COUNCIL MEETING 6:30 PM**

The Regular City Council Meeting was called to order at 6:45 PM with Mayor Jon G. Graham presiding.

### **Word of Prayer & Pledge of Allegiance**

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

### **Approval of Agenda**

Motion made by Council Member Turner to amend the agenda. Council Member Turner would like to vote on the Budget after the Run off election. No Second given

### **Approval of Minutes**

Motion made by Council Member Montgomery, Seconded by Council Member Watts . Motion carried. Minutes approved.

### **Regular Meeting and Work Session for August 18, 2025**

**Budget Work Session for August 18, 2025**

**Budget Work Session for August 28, 2025**

### **Old Business**

### **New Business**

**Sean Kendrick, Fire Chief**

**Recognition of Larry Cost**

**Recognition of Chris Wood**

**Reggie Darden, Building Official**

**Administrative Official Designated for Nuisance Abatement**

A panel of three — 1 Calera City Limits Resident, 1 Council Member, 1 Department Head / Administrative Person

Motion made by Council Member Morgan, Seconded by Council Member Cost, Motion Carried

**Resolution No. 2025-46**

**Bid Award - Grass Mowing Bid**

Motion made by Council Member Montgomery, Seconded by Council Member Watts.  
Motion carried. Resolution No. 2025-46 approved.

**Zoning Board of Adjustments - Appointment  
Alternate Member - Candace Byers**

Motion made by Council Member Montgomery, Seconded by Council Member Cost.  
Council Member Byers Abstained. Motion carried. Appointment of Candace Byers  
approved.

Candace Byers is appointed as an Alternate Member

**Guests:**

**Dee Starkey  
Calera Main Street  
2025 Calera Homecoming Parade Route Approval**

**Public Comments**

**Motion to Adjourn - Time**

Council Member Byers made a motion to adjourn the meeting at 6:56 p.m.

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Jon G. Graham, Mayor

ATTEST:

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Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

**RESOLUTION NO. R-2025-46**

**A RESOLUTION ACCEPTING A BID FOR GRASS MOWING BID FOR THE CITY OF CALERA, ALABAMA.**

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

**WHEREAS**, bids were opened at Calera City Hall on July 30, 2025 at 10:00 a.m.; and

**WHEREAS** bids were as follows:

|                             |              |
|-----------------------------|--------------|
| Cody Fortner                | \$26,860.00  |
| Custom Lawn Care            | \$29,268.95  |
| ALM Birmingham              | \$51,005.65  |
| N Squared Lawn Care LLC     | \$51,352.00  |
| William Marshall            | \$55,500.00  |
| H&L Outdoors                | \$70,975.68  |
| Stevens Wack & Sack         | \$82,950.00  |
| Lawson's Complete Lawn Care | \$116,000.00 |

**WHEREAS**, the Mayor and Council of the City of Calera, at the Regular Meeting on September 2, 2025, considers the recommendation of Bill Hilyer, City Engineer. The Mayor and Council will award the bid for the Grass Mowing Bid to Cody Fortner . in the amount of \$26,860.00

(Copy of recommendation letter attached to this Resolution)

Council Member Montgomery moved that Resolution No. R-2025-46 be adopted. Council Member Watts seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-46 adopted.

Adopted this 2<sup>nd</sup> day of September 2025.

\_\_\_\_\_  
Jon G. Graham, Mayor

ATTEST:

\_\_\_\_\_  
Connie B. Payton, City Clerk

# City of Calera

JON GRAHAM  
Mayor  
CONNIE PAYTON  
City Clerk  
WILLIAM HILYER  
City Engineer



COUNCIL MEMBERS:  
ERNEST MONTGOMERY  
CALVIN MORGAN  
DEBBIE BYERS  
KENNY DALE COST  
ALAN WATTS  
KAY TURNER SNOWDEN

September 2, 2025

City of Calera  
Attn: Honorable Jon G. Graham  
7901 US Highway 31  
Calera, AL 35040

Re: Grass Mowing Bid

Dear Mayor Graham:

As you know, we opened bids for the above referenced work on July 30, 2025. The results of the bids are as follows:

|                             |              |
|-----------------------------|--------------|
| Cody Fortner                | \$26,860.00  |
| Custom Lawn Care            | \$29,268.95  |
| ALM Birmingham              | \$51,005.65  |
| N Squared Lawn Care LLC     | \$51,352.00  |
| William Marshall            | \$55,500.00  |
| H&L Outdoors                | \$70,975.68  |
| Stevens Wack & Sack         | \$82,950.00  |
| Lawson's Complete Lawn Care | \$116,000.00 |

I have attached a detailed breakdown of the bids on the attached Bid Tabulation. Cody Fortner is the low bidder. This bid is for one fiscal year with an option to renew the contract, if agreeable to both parties, up to a maximum of three fiscal years. It is my recommendation to the City Council that the FY 2025/2026 Grass Mowing Contract be awarded to Cody Fortner.

If you have any questions, please contact me at your convenience.

Sincerely,

William Hilyer, PE  
City Engineer

1074 10<sup>th</sup> STREET · CALERA, ALABAMA 35040  
ENGINEERING DEPARTMENT (205) 668-3638 · FAX (205) 668-3821

# BID SCHEDULE - GRASS MOWING CONTRACT FY 2025-2026

DATE: July 30, 2025

## STREET DEPARTMENT

| Custom Lawn Care |                       |         |                                       |                    |
|------------------|-----------------------|---------|---------------------------------------|--------------------|
| AREA             | DESCRIPTION           | ACREAGE | FREQUENCY                             | TOTAL CUTTING COST |
| S-1              | LONGRANCH SUBDIVISION | 2.4     | 5X YEAR                               | \$150.75           |
| S-5              | LIMESTONE AREA        | 8.98    | EVERY TWO WEEKS DURING GROWING SEASON | \$5,670.00         |
| S-7              | WHIPPOORWILL LANE     | 11.42   | EVERY TWO WEEKS DURING GROWING SEASON | \$456.80           |
| S-13             | SALEM CEMETERY        | 6.3     | EVERY TWO WEEKS DURING GROWING SEASON | \$825.00           |
| S-14             | HWY 25 BY PETRO       | 0.22    | EVERY TWO WEEKS DURING GROWING SEASON | \$1,400.00         |
| S-15             | HIGHWAY 25            | 3.98    | EVERY TWO WEEKS DURING GROWING SEASON | \$2,500.00         |
|                  |                       | 34.31   |                                       | \$29,268.95        |

## STREET DEPARTMENT

| Cody Farther |                       |         |                                       |                    |
|--------------|-----------------------|---------|---------------------------------------|--------------------|
| AREA         | DESCRIPTION           | ACREAGE | FREQUENCY                             | TOTAL CUTTING COST |
| S-1          | LONGRANCH SUBDIVISION | 2.4     | 5X YEAR                               | \$200.00           |
| S-5          | LIMESTONE AREA        | 8.98    | EVERY TWO WEEKS DURING GROWING SEASON | \$450.00           |
| S-7          | WHIPPOORWILL LANE     | 11.42   | EVERY TWO WEEKS DURING GROWING SEASON | \$395.00           |
| S-13         | SALEM CEMETERY        | 6.3     | EVERY TWO WEEKS DURING GROWING SEASON | \$280.00           |
| S-14         | HWY 25 BY PETRO       | 0.22    | EVERY TWO WEEKS DURING GROWING SEASON | \$100.00           |
| S-15         | HIGHWAY 25            | 3.98    | EVERY TWO WEEKS DURING GROWING SEASON | \$210.00           |
|              |                       |         |                                       | \$26,830.00        |

## STREET DEPARTMENT

| H&L Outdoors |                       |         |                                       |                    |
|--------------|-----------------------|---------|---------------------------------------|--------------------|
| AREA         | DESCRIPTION           | ACREAGE | FREQUENCY                             | TOTAL CUTTING COST |
| S-1          | LONGRANCH SUBDIVISION | 2.4     | 5X YEAR                               | \$300.00           |
| S-5          | LIMESTONE AREA        | 8.98    | EVERY TWO WEEKS DURING GROWING SEASON | \$1,122.50         |
| S-7          | WHIPPOORWILL LANE     | 11.42   | EVERY TWO WEEKS DURING GROWING SEASON | \$1,427.50         |
| S-13         | SALEM CEMETERY        | 6.3     | EVERY TWO WEEKS DURING GROWING SEASON | \$787.50           |
| S-14         | HWY 25 BY PETRO       | 0.22    | EVERY TWO WEEKS DURING GROWING SEASON | \$27.50            |
| S-15         | HIGHWAY 25            | 3.98    | EVERY TWO WEEKS DURING GROWING SEASON | \$484.76           |
|              |                       |         |                                       | \$9,905.68         |
|              |                       |         |                                       | \$70,975.68        |

## STREET DEPARTMENT

| William Marshall |                       |         |                                       |                    |
|------------------|-----------------------|---------|---------------------------------------|--------------------|
| AREA             | DESCRIPTION           | ACREAGE | FREQUENCY                             | TOTAL CUTTING COST |
| S-1              | LONGRANCH SUBDIVISION | 2.4     | 5X YEAR                               | \$300.00           |
| S-5              | LIMESTONE AREA        | 8.98    | EVERY TWO WEEKS DURING GROWING SEASON | \$1,500.00         |
| S-7              | WHIPPOORWILL LANE     | 11.42   | EVERY TWO WEEKS DURING GROWING SEASON | \$12,600.00        |
| S-13             | SALEM CEMETERY        | 6.3     | EVERY TWO WEEKS DURING GROWING SEASON | \$900.00           |
| S-14             | HWY 25 BY PETRO       | 0.22    | EVERY TWO WEEKS DURING GROWING SEASON | \$16,200.00        |
| S-15             | HIGHWAY 25            | 3.98    | EVERY TWO WEEKS DURING GROWING SEASON | \$2,600.00         |
|                  |                       |         |                                       | \$4,500.00         |
|                  |                       |         |                                       | \$8,100.00         |
|                  |                       |         |                                       | \$85,500.00        |

## STREET DEPARTMENT

| Lawson's Complete Lawn Care |                       |         |                                       |                    |
|-----------------------------|-----------------------|---------|---------------------------------------|--------------------|
| AREA                        | DESCRIPTION           | ACREAGE | FREQUENCY                             | TOTAL CUTTING COST |
| S-1                         | LONGRANCH SUBDIVISION | 2.4     | 5X YEAR                               | \$400.00           |
| S-5                         | LIMESTONE AREA        | 8.98    | EVERY TWO WEEKS DURING GROWING SEASON | \$1,500.00         |
| S-7                         | WHIPPOORWILL LANE     | 11.42   | EVERY TWO WEEKS DURING GROWING SEASON | \$2,000.00         |
| S-13                        | SALEM CEMETERY        | 6.3     | EVERY TWO WEEKS DURING GROWING SEASON | \$1,040.00         |
|                             |                       |         |                                       | \$21,000.00        |

|      |                 |      |                                       |          |              |
|------|-----------------|------|---------------------------------------|----------|--------------|
| S-14 | HWY 25 BY PETRO | 0.22 | EVERY TWO WEEKS DURING GROWING SEASON | \$150.00 | \$3,000.00   |
| S-15 | HIGHWAY 25      | 3.99 | EVERY TWO WEEKS DURING GROWING SEASON | \$700.00 | \$14,000.00  |
|      |                 |      |                                       |          | \$116,000.00 |

#### STREET DEPARTMENT

Stevens Wack & Sack

| AREA | DESCRIPTION            | AC REA GE | FREQUENCY                             | COST PER CUTTING | TOTAL CUTTING COST |
|------|------------------------|-----------|---------------------------------------|------------------|--------------------|
| S-1  | LONGBRANCH SUBDIVISION | 2.4       | 5X YEAR                               | \$750.00         | \$3,750.00         |
| S-5  | LMESTONE AREA          | 8.98      | EVERY TWO WEEKS DURING GROWING SEASON | \$900.00         | \$14,400.00        |
| S-7  | WHIPPOORWILL LANE      | 11.42     | EVERY TWO WEEKS DURING GROWING SEASON | \$1,200.00       | \$19,200.00        |
| S-13 | SALEM CEMETERY         | 6.3       | EVERY TWO WEEKS DURING GROWING SEASON | \$1,800.00       | \$28,200.00        |
| S-14 | HWY 25 BY PETRO        | 0.22      | EVERY TWO WEEKS DURING GROWING SEASON | \$150.00         | \$2,400.00         |
| S-15 | HIGHWAY 25             | 3.99      | EVERY TWO WEEKS DURING GROWING SEASON | \$900.00         | \$14,400.00        |
|      |                        |           |                                       |                  | \$82,950.00        |

#### STREET DEPARTMENT

N Squared Lawn Care LLC

| AREA | DESCRIPTION            | AC REA GE | FREQUENCY                             | COST PER CUTTING | TOTAL CUTTING COST |
|------|------------------------|-----------|---------------------------------------|------------------|--------------------|
| S-1  | LONGBRANCH SUBDIVISION | 2.4       | 5X YEAR                               | \$180.00         | \$800.00           |
| S-5  | LMESTONE AREA          | 8.98      | EVERY TWO WEEKS DURING GROWING SEASON | \$875.00         | \$14,175.00        |
| S-7  | WHIPPOORWILL LANE      | 11.42     | EVERY TWO WEEKS DURING GROWING SEASON | \$950.00         | \$17,850.00        |
| S-13 | SALEM CEMETERY         | 6.3       | EVERY TWO WEEKS DURING GROWING SEASON | \$575.00         | \$12,075.00        |
| S-14 | HWY 25 BY PETRO        | 0.22      | EVERY TWO WEEKS DURING GROWING SEASON | \$2.00           | \$52.00            |
| S-15 | HIGHWAY 25             | 3.99      | EVERY TWO WEEKS DURING GROWING SEASON | \$300.00         | \$6,300.00         |
|      |                        |           |                                       |                  | \$51,352.00        |

#### STREET DEPARTMENT

ALM-Birmingham

| AREA | DESCRIPTION            | AC REA GE | FREQUENCY                             | COST PER CUTTING | TOTAL CUTTING COST |
|------|------------------------|-----------|---------------------------------------|------------------|--------------------|
| S-1  | LONGBRANCH SUBDIVISION | 2.4       | 5X YEAR                               | \$212.02         | \$2,544.25         |
| S-5  | LMESTONE AREA          | 8.98      | EVERY TWO WEEKS DURING GROWING SEASON | \$1,615.38       | \$19,384.60        |
| S-7  | WHIPPOORWILL LANE      | 11.42     | EVERY TWO WEEKS DURING GROWING SEASON | \$807.70         | \$8,692.40         |
| S-13 | SALEM CEMETERY         | 6.3       | EVERY TWO WEEKS DURING GROWING SEASON | \$1,076.92       | \$12,923.00        |
| S-14 | HWY 25 BY PETRO        | 0.22      | EVERY TWO WEEKS DURING GROWING SEASON | \$161.53         | \$1,938.40         |
| S-15 | HIGHWAY 25             | 3.99      | EVERY TWO WEEKS DURING GROWING SEASON | \$576.92         | \$4,523.00         |
|      |                        |           |                                       |                  | \$51,005.65        |

City of Calera – City Council  
Budget Work Session Minutes

September 2, 2025

The members of the Calera City Council met on September 2, 2025, at 7:05 p.m. with Mayor Graham presiding. The meeting was held at Calera City Hall.

The following members were present:

Mayor: Jon G. Graham

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

Department Heads: Kelly Ellison, Stacy Walkup, David Hyche

Guests: Donny Cook, Stephen Horton, Chet Avery, Robbie Grant, Daryl Ray, Chase Smith, Roger Smith, Katie Horton, Damons Gans, John Bores, Cody Browning, Drew Bradshaw, Henry Davis, Chris Bunn, Blake Atkins, Luke White, Dennis Torrealba, William B. Johnstone, Dee Starkley, Brent Ellison, Tim Nabors, Renan Conte, Justin Tadlock, Rickey Pennington, Jonathan Venable, James Fuller, William A. Poe, Matt Moore, Sean Kendrick

The meeting was called to order.

The Council discussed the budget for the upcoming year.

There being no further business, the meeting was adjourned at 7:36 p.m.

Respectfully Submitted:

Approved:

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Connie B. Payton, City Clerk

---

Jon G. Graham, Mayor

Mayor Graham introduced the following Resolution:

**RESOLUTION NO. R-2025-48**

**RESOLUTION ADOPTING THE FISCAL YEAR 2025 – 2026 BUDGET**

WHEREAS, it would benefit the Mayor, City Council, and the citizens of the City of Calera, Alabama, for the City Council to adopt a budget for the City of Calera and its various departments for fiscal year 2025-2026; and

WHEREAS, the Mayor and City Council have held budget work sessions to consider all of the needs concerning funding for the Budget of various City Departments; and

WHEREAS, the Mayor and City Council have considered the proposed recommended Annual 2025-2026 Fiscal Year Budget for the City of Calera, Alabama; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Calera, Alabama, at its meeting on the 15<sup>th</sup> day of September 2025 duly assembled with a quorum being present, that the adoption of the Resolution by the City Council does hereby appropriate the sums and amounts as set out in the Budget attached hereto as Exhibit A by for various City departments and City Government as a whole to the different needs of the city for Fiscal Year 2025-2026 to run from October 1, 2025 to September 30, 2026; and

Council Member \_\_\_\_\_ made a motion to adopt Resolution No. R-2025-48. Council Member \_\_\_\_\_ seconded said motion and upon vote, results were as follows:

AYES:

NAYS:

City of Calera 2025/2026 Budget  
Attachment A  
Final 09-15-2025

|                                                                   | Governmental Funds |                    |                         |                     |                          | Proprietary Funds |                  |                  | Total<br>All<br>Funds |
|-------------------------------------------------------------------|--------------------|--------------------|-------------------------|---------------------|--------------------------|-------------------|------------------|------------------|-----------------------|
|                                                                   | General<br>Fund    | Court<br>Fund      | Debt<br>Service<br>Fund | Gas Tax<br>Fund     | Capital Projects<br>Fund | Sewer<br>Fund     | Gas<br>Fund      | Garbage<br>Fund  |                       |
| <b>Revenues</b>                                                   |                    |                    |                         |                     |                          |                   |                  |                  |                       |
| Taxes                                                             | \$ 22,783,769      |                    |                         |                     |                          |                   |                  |                  | \$ 22,783,769         |
| Other taxes                                                       | 78,938             |                    |                         | 195,545             |                          |                   |                  |                  | 274,483               |
| Licenses and permits                                              | 3,376,884          |                    |                         |                     |                          |                   |                  |                  | 3,376,884             |
| Fines and forfeitures                                             |                    | 349,999            |                         |                     |                          |                   |                  |                  | 349,999               |
| Intergovernmental                                                 | 332,840            |                    |                         |                     |                          |                   |                  |                  |                       |
| Charges for services                                              | 1,408,470          |                    |                         |                     |                          | 6,132,543         | 2,326,667        | 1,435,135        | 11,302,815            |
| Other revenues                                                    | 625,016            | 1,017              | 17,000                  | 24,000              | 220,000                  | 217,108           | 262,808          | 14,975           | 1,381,924             |
| <b>Total revenues</b>                                             | <b>28,605,916</b>  | <b>351,016</b>     | <b>17,000</b>           | <b>219,545</b>      | <b>220,000</b>           | <b>6,349,651</b>  | <b>2,589,475</b> | <b>1,450,110</b> | <b>39,802,713</b>     |
| <b>Other financing sources</b>                                    |                    |                    |                         |                     |                          |                   |                  |                  |                       |
| Transfer in from other funds                                      |                    |                    | 1,467,665               |                     | 1,237,260                |                   |                  | -                | 2,704,925             |
| <b>Total revenues and other sources</b>                           | <b>28,605,916</b>  | <b>351,016</b>     | <b>1,484,665</b>        | <b>219,545</b>      | <b>1,457,260</b>         | <b>6,349,651</b>  | <b>2,589,475</b> | <b>1,450,110</b> | <b>42,507,638</b>     |
| <b>Expenditures</b>                                               |                    |                    |                         |                     |                          |                   |                  |                  |                       |
| Personnel and benefits                                            | 18,239,590         | 187,239            |                         |                     |                          | 1,349,903         | 657,721          | 531,724          | 20,966,177            |
| Operating services                                                | 5,760,623          | 116,772            | 99,665                  | 550,000             |                          | 2,246,001         | 1,456,755        | 667,004          | 10,896,820            |
| Debt service                                                      | 183,216            |                    | 1,385,000               |                     |                          | 1,854,533         |                  |                  | 3,422,749             |
| Capital outlay                                                    | 1,304,904          | 17,250             |                         |                     | 1,457,260                | 841,200           | 475,000          | 80,000           | 4,175,614             |
| Other                                                             | 45,000             |                    |                         |                     |                          |                   |                  |                  | 45,000                |
| <b>Total expenditures</b>                                         | <b>25,533,333</b>  | <b>321,261</b>     | <b>1,484,665</b>        | <b>550,000</b>      | <b>1,457,260</b>         | <b>6,291,636</b>  | <b>2,589,475</b> | <b>1,278,728</b> | <b>39,506,359</b>     |
| <b>Other financing uses</b>                                       |                    |                    |                         |                     |                          |                   |                  |                  |                       |
| Transfers out to other funds                                      | 2,947,130          | 69,400             |                         |                     |                          |                   | -                | 125,000          | 3,141,530             |
| <b>Total expenditures and other uses</b>                          | <b>28,480,463</b>  | <b>390,661</b>     | <b>1,484,665</b>        | <b>550,000</b>      | <b>1,457,260</b>         | <b>6,291,636</b>  | <b>2,589,475</b> | <b>1,403,728</b> | <b>42,647,889</b>     |
| <b>Increase (decrease) in fund balance<br/>(modified accrual)</b> | <b>\$125,452</b>   | <b>\$ (39,645)</b> | <b>\$0.00</b>           | <b>\$ (330,455)</b> | <b>\$ -</b>              | <b>\$ 58,015</b>  | <b>\$ (1)</b>    | <b>\$46,382</b>  | <b>\$ (140,251)</b>   |

Attachment B Final 09-15-2025

| Department                                   | Total Budgeted Expenditures |                                                                                                                      |
|----------------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------|
| Administration                               | \$1,140,065.00              |                                                                                                                      |
| I.T.                                         | \$824,157.00                |                                                                                                                      |
| Finance                                      | \$339,181.00                |                                                                                                                      |
| Street                                       | \$1,655,643.00              |                                                                                                                      |
| Mechanic                                     | \$229,081.00                |                                                                                                                      |
| P&Z                                          | \$201,263.00                |                                                                                                                      |
| Engineering                                  | \$491,033.00                |                                                                                                                      |
| Inspections                                  | \$339,072.00                |                                                                                                                      |
| Maintenance                                  | \$612,617.00                |                                                                                                                      |
| Police                                       | \$7,186,535.00              |                                                                                                                      |
| Fire                                         | \$8,106,853.00              |                                                                                                                      |
| Library                                      | \$530,265.00                |                                                                                                                      |
| Rolling Hills                                | \$691,839.00                |                                                                                                                      |
| Park and Rec                                 | \$2,770,951.00              |                                                                                                                      |
| Seniors                                      | \$186,560.00                |                                                                                                                      |
| Support and Donations                        | \$45,000.00                 |                                                                                                                      |
| Capital                                      |                             |                                                                                                                      |
| Debt Other Than Bond Debt                    | \$183,217.68                |                                                                                                                      |
| Transfer                                     | \$2,947,130.00              | (To Debt Service \$1,904,270+to the Capital Project Fund \$1,237,260 -from Muni Court \$69,400 -from Garbage \$125k) |
| Total General Fund Departments and Transfers | \$28,480,463                | Agrees to total GF Expenditures & Other Financing Uses Line on Attachment A                                          |
| Court                                        | 390,661                     | Agrees to total Court Expenditures & Other Financing Uses Line on Attachment A                                       |
| Debt Service                                 | 1,484,665                   | Agrees to total Debt Service Expenditures & Other Financing Uses Line on Attachment A                                |
| Gas Tax                                      | 550,000                     | Agrees to total Gas Tax Expenditures & Other Financing Uses Line on Attachment A                                     |
| Capital Projects                             | 1,457,260                   | Agrees to total Capital Project Funds Expenditures and Other Financing Uses Line on Attachment A                     |
| Sewer                                        | 6,291,636                   | Agrees to total Sewer Expenditures & Other Financing Uses Line on Attachment A                                       |
| Gas                                          | 2,589,475                   | Agrees to total Gas Expenditures & Other Financing Uses Line on Attachment A                                         |
| Garbage                                      | 1,403,728                   | Agrees to total Garbage Expenditures & Other Financing Uses Line on Attachment A                                     |
| Total Expenditures                           | \$42,647,888                |                                                                                                                      |

Job Descriptions for the following:

Code Enforcement Office, CASE Director, Criminal Analyst, Chief Information Officer, Electrical/HVAC Technician, HR Analyst, Fire Inspector, Engineering Project Manager/Surveyor, Utility Billing Superviso, Revenue Supervisor

## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

| LN       | ORG        | OBJECT         | PROJ   | ORG DESCRIPTION        | ACCOUNT DESCRIPTION            | PREV       | BUDGET         | BUDGET        | AMENDED        |
|----------|------------|----------------|--------|------------------------|--------------------------------|------------|----------------|---------------|----------------|
|          | ACCOUNT    |                |        |                        | LINE DESCRIPTION               | EFF DATE   | BUDGET         | CHANGE        | BUDGET ERR     |
| YEAR-PER | JOURNAL    | EFF-DATE       | REF 1  | REF 2                  | SRC JNL-DESC                   | ENTITY     | AMEND          |               |                |
| 2025     | 12         | 182 09/09/2025 | Cap 25 |                        | BUA Cap 26 req                 | 1          | 3              |               |                |
| 1        | 1000100    | 401015         |        | General Fund Revenues  | Sales & Use Tax                |            | -15,468,852.00 | -821,933.68   | -16,290,785.68 |
|          | 100.01.00. | 401015.        |        |                        | Move 26 Capita Req to 25       | 09/09/2025 |                |               |                |
| 2        | 1000100    | 403151         |        | General Fund Revenues  | Reimburse - Fire Services      |            | .00            | -102,848.31   | -102,848.31    |
|          | 100.01.00. | 403151.        |        |                        | Fema Reimbursement Fire        | 09/09/2025 |                |               |                |
| 3        | 1009595    | 599217         |        | General Fund Transfers | Transfer To Cap Proj Fund      |            | 3,782,370.61   | 2,068,469.89  | 5,850,840.50   |
|          | 100.95.95. | 599217.        |        |                        | Transfer 25 Rev over Expense   | 09/09/2025 |                |               |                |
| 4        | 1709595    | 599110         |        | Capital Transfers      | Transfer From General Fund     |            | -3,762,370.20  | -2,068,469.89 | -5,830,840.09  |
|          | 170.95.95. | 599110.        |        |                        | Transfer 25 Rev over Expense   | 09/09/2025 |                |               |                |
| 5        | 1701717    | 595205         |        | Capital Expense        | AC Replacement Program         |            | 60,353.70      | 100,000.00    | 160,353.70     |
|          | 170.00.17. | 595205.        |        |                        | Transfer 25 Rev over Expense   | 09/09/2025 |                |               |                |
| 6        | 1701717    | 595629         |        | Capital Expense        | FS1 Appartus Replacement Progr |            | 850,000.00     | 850,000.00    | 1,700,000.00   |
|          | 170.00.17. | 595629.        |        |                        | Transfer 25 Rev over Expense   | 09/09/2025 |                |               |                |
| 7        | 1701717    | 595208         |        | Capital Expense        | RH Pickle Ball Lighting        |            | .00            | 10,000.00     | 10,000.00      |
|          | 170.00.17. | 595208.        |        |                        | Transfer 25 Rev over Expense   | 09/09/2025 |                |               |                |
| 8        | 1701717    | 595209         |        | Capital Expense        | Eagle Pk Lot Lighting Upgrade  |            | .00            | 15,000.00     | 15,000.00      |
|          | 170.00.17. | 595209.        |        |                        | Transfer 25 Rev over Expense   | 09/09/2025 |                |               |                |
| 9        | 1701717    | 595210         |        | Capital Expense        | Oliver Basketball Lighting     |            | .00            | 15,000.00     | 15,000.00      |
|          | 170.00.17. | 595210.        |        |                        | Transfer 25 Rev over Expense   | 09/09/2025 |                |               |                |
| 10       | 1701717    | 595202         |        | Capital Expense        | FRA Grant - Engineering        |            | 249,102.50     | 1,400,000.00  | 1,649,102.50   |
|          | 170.00.17. | 595202.        |        |                        | Transfer 25 Rev over Expense   | 09/09/2025 |                |               |                |
| 11       | 1701717    | 597415         |        | Capital Expense        | Msp1 Site Lighting/Elec/El Eng |            | 188,437.90     | -95,433.11    | 93,004.79      |
|          | 170.00.17. | 597415.        |        |                        | Transfer 25 Rev over Expense   | 09/09/2025 |                |               |                |
| 12       | 1701717    | 595002         |        | Capital Expense        | AT&T Utl Relocate Courtyard    |            | 30,000.00      | -11,637.00    | 18,363.00      |
|          | 170.00.17. | 595002.        |        |                        | Transfer 25 Rev over Expense   | 09/09/2025 |                |               |                |
|          |            |                |        |                        | ** JOURNAL TOTAL               |            | 1,358,147.90   |               | Z              |

CLERK: k Ellison

Report generated: 09/09/2025 18:13  
User: Kellison  
Program ID: bgamdent

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

| FUND | ACCOUNT          | YEAR | PER | JNL | EFF DATE   | ACCOUNT DESCRIPTION | DEBIT        | CREDIT       |
|------|------------------|------|-----|-----|------------|---------------------|--------------|--------------|
| 100  | General Fund     | 2025 | 12  | 182 | 09/09/2025 |                     |              |              |
|      | 100-380101       |      |     |     |            | Estimated Revenues  | 924,781.99   |              |
|      | 100-380200       |      |     |     |            | Appropriation       |              | 2,068,469.89 |
|      | 100-380300       |      |     |     |            | Budgetary Fb-Unres  | 1,143,687.90 |              |
|      |                  |      |     |     |            | FUND TOTAL          | 2,068,469.89 | 2,068,469.89 |
| 170  | Capital Projects | 2025 | 12  | 182 | 09/09/2025 |                     |              |              |
|      | 170-380200       |      |     |     |            | Appropriation       |              | 214,460.00   |
|      | 170-380300       |      |     |     |            | Budgetary Fb-Unres  | 214,460.00   |              |
|      |                  |      |     |     |            | FUND TOTAL          | 214,460.00   | 214,460.00   |

\*\* END OF REPORT - Generated by Kelly Ellison \*\*

## Connie Payton

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**From:** Kelly Ellison  
**Sent:** Tuesday, September 9, 2025 6:15 PM  
**To:** Connie Payton  
**Cc:** Kelly Ellison  
**Subject:** Budget Adjustments  
**Attachments:** Budget Adjustments to Move 2025 Capital Requests to 2026.pdf

Attached are the budget adjustments discussed during the last budget work session. These budget adjustments move some of the 2026 capital requests to the 2025 budget.

### **Funding for FY26 Capital Requests Moved to FY25**

|                                                    |           |                  |
|----------------------------------------------------|-----------|------------------|
| 2025 MSP1 Site Lighting                            | \$        | 95,433           |
| 2025 AT&T Utility                                  | \$        | 11,637           |
| 2025 Columbiana Property Sale                      | \$        | 214,460          |
| <b>Total Redistributed to Capital Project Fund</b> | <b>\$</b> | <b>321,530</b>   |
| Budget Adjustments to Approve (9/15/25 Meeting)    | \$        | 2,068,470        |
| <b>Total Funding Available</b>                     | <b>\$</b> | <b>2,390,000</b> |

### **FY26 Capital Requests Moved to FY25**

|                                         |           |                    |
|-----------------------------------------|-----------|--------------------|
| Aerial Fire Apparatus (Ladder Truck)    | \$        | (850,000)          |
| FRA Engineering                         | \$        | (1,400,000)        |
| Rolling Hills Pickleball Court Lighting | \$        | (10,000)           |
| Eagle Parking Lot Lighting Update       | \$        | (15,000)           |
| Oliver Basketball Lighting              | \$        | (15,000)           |
| AC Replacement Program                  | \$        | (100,000)          |
| <b>Total Capital Requests</b>           | <b>\$</b> | <b>(2,390,000)</b> |

### **Revenue Over Expense Change**

|                   |           |          |
|-------------------|-----------|----------|
| <b>Net Change</b> | <b>\$</b> | <b>-</b> |
|-------------------|-----------|----------|

Mayor Graham introduced the following Resolution:

**RESOLUTION NO. R-2025-49**

**CSX Land License Agreement**

**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 CSX for the Land License Agreement. Said contract listed below.

**LAND LICENSE AGREEMENT**

THIS AGREEMENT, made and effective as of \_\_\_\_\_ by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF CALERA, a municipality, whose mailing address is 7901 Highway 31, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to make improvements to Licensor's property located at or near Main Street, downtown, Calera, Shelby County, Alabama, Atlanta Division, S & N A South Subdivision, Milepost 000-425.03, Latitude N33:06:07., Longitude W86:45:05.; CSX's corridor is 50 feet from the center of the track on the west side. Improvements include a decorative wall to act as a safety and sound barrier, sidewalk, and small enclosed concrete pad for storage/ dumpsters. hereinafter called the "Premises," as shown on Exhibit A, dated July 18, 2025, attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree, and covenant as follows:

**1. LICENSE:**

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Premises for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained.

does hereby license and permit Licensee a non-exclusive right to use said Premises above for the term herein stated.

1.2 Licensee's use of the Premises shall be devoted exclusively to the use stated above, and no other purpose.

1.3 No additional improvements shall be placed, allowed, or maintained by Licensee in, upon or on the Premises except upon prior separate written consent of Licensor.

1.4 The Premises shall not be used for a scrap or junk yard, the burning of refuse, deposit of debris, garbage, sewage, or waste of any kind, or for any other unsanitary or unhealthful purposes of any kind or nature, or any other use contrary to any laws or regulations.

1.5 No portion of the Premises may be used for the transportation, treatment, storage or disposal of hazardous materials, hazardous substances or hazardous waste, as classified under RCRA (Title 42 U.S. Code, Sections 6901, et al.), CERCLA (Title 42 U.S. Code, Sections 9601-9657, et al.) or SARA (Title 42 U.S. Code, Sections 9601(35), et al.), or for any other use or purpose requiring a federal or state environmental permit.

1.6 Licensor shall have the right, during regular business hours, upon reasonable notice to Licensee, and at mutually agreeable times, to conduct field examinations of the Premises to determine and verify: (i) Licensee's use of the Premises is in accordance with the terms of this License; and (ii) any other reasonable review or assessment of the Premises or matters pertaining to the License as reasonably determined by Licensor. All costs associated with any such examination shall be borne by Licensee and be due and payable upon receipt of an invoice from Licensor.

## **2. ENCROACHMENT INVENTORY FEE; TERM:**

2.1 Licensee shall pay Licensor an annual License Fee of TWELVE HUNDRED AND 00/100 U.S. DOLLARS (\$1,200.00) due as of the effective date, and each anniversary of the Effective Date, plus any applicable sales or rental tax thereon. The License Fee is subject to periodic review and adjustment.

2.2 In addition to the periodic review and adjustment referred to in the Section above, the License Fee shall be adjusted on an annual basis by three percent (3%) per annum.

2.3 (A) Licensee shall pay the full amount of any and all taxes - State, County, Municipal and Special - levied or assessed on or against the Premises or the fees payable hereunder, and any penalties in connection therewith due to acts or omissions of Licensee. All necessary payment, listing and other duties in connection with the taxation of said Premises shall be performed by Licensee.

(B) If taxes on the Premises or improvements thereon are levied against and paid by Licensor, Licensee shall reimburse Licensor for the full amount thereof within thirty (30) days after presentation of bill(s) from Licensor therefore.

2.4 This License shall become effective on the effective date written above, and shall continue in effect unless and until terminated by thirty (30) days' written notice by registered or certified mail from either party hereto to the other.

2.5 Either party may terminate this License by giving such notice, without cause and regardless of performance or nonperformance of any covenants or agreements contained herein and regardless of fees having been paid in advance for any period, and without any loss or damage to either party as a result of such termination or cancellation.

### **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall not make or permit to be made any building, structures, improvements or alterations on or to the Premises without the prior written approval and consent of Licensor. Licensee, at Licensee's sole cost and expense, may make such changes in said Premises necessary to make Premises suitable for the permitted use, after obtaining consent of Licensor, and provided that Licensee, at the expiration of this License, shall return the Premises to Licensor restored to a condition acceptable to Licensor.

3.2 Licensee shall not create or permit any nuisance in, on or about the Premises.

3.3 All Licensees' work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

1. During the construction of the decorative wall Licensee will coordinate installation with Licensor. Licensor reserves the right to require a railroad flagman during construction at Licensee's cost and expense.

3.4 Any repairs or maintenance to the Premises, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.5 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Premises, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.6 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Premises, nor any approval given or supervision exercised by

Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this License.

3.7 All work on the Premises shall be conducted in accordance with Licensor's safety rules and regulations.

3.8 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Premises.

3.9 Licensee shall construct and maintain, in accordance with all applicable statutes, ordinances, building codes, subdivision covenants and restrictions, an adequate drainage system on the Premises or other lands of Licensee, diverting all roof, stream, or other surface drainage water from the Premises to the nearest public (or non-Licensor owned) drainage or storm sewer system, in order to prevent the discharging of such waters upon adjacent lands, right-of-way and facilities of Licensor.

3.10 If the Premises or any portion thereof is part of Licensor's railroad corridor or right-of-way, Licensee, during the continuance of this License, shall maintain any segment of Licensor's railroad drainage ditch located within the limits of Premises. All such installation and maintenance shall be at Licensee's sole cost and expense and in a manner satisfactory to Licensor's Division Engineer-Design & Construction.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use by Licensee of the Premises for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) or certificate(s) of approval from any Federal, State, or local public authorities having jurisdiction over the Premises or its intended use and, to the extent required by State law, shall thereafter observe and comply with all applicable requirements of such public authorities, and all applicable laws and regulations and future modifications thereof, including any state "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

#### **5. MARKING AND SUPPORT:**

5.1 INTENTIONALLY OMITTED.

#### **6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's right-of-way or property necessitate any change of location, height or depth in the

Premises, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Premises to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

## **7. PREMISES CHANGES:**

7.1 Licensee shall change the Premises, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Premises, or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this License shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Premises herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Premises, in the reasonable judgment of Licensor, causes: (a) interference (including, but not limited to, physical interference, or interference from a public use) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in the Premises as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Premises, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to the Premises, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for

damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licenser to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licenser.

9.2 Use of Licenser's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licenser's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licenser harmless from all claims, costs and expenses, including reasonable attorneys' fees, brought by third parties arising from or related to any flooding, drainage or runoff in connection with the Facilities/Encroachment herein permitted. Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities.

9.4 Obligations of Licensee hereunder to release, indemnify and hold Licenser harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licenser, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.5 If a claim is made or action is brought against Licenser, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licenser may participate in such handling or defense.

## **10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS

(\$1,000,000.00).

(ii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.

(iii) Such other insurance as Licensor may reasonably require.

10.2 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.3 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Utility shall not be subject to the limitations of sovereign immunity.

10.4 (A) Licensee shall pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

## **11. GRADE CROSSINGS; FLAGGING:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, or change of said Premises to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's right-of-way at the Premises, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30)

days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

### **13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this License shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or to remedy any breach, within thirty (30) days after receiving a written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of railroad emergency), unless such work cannot be completed within said time period but Licensee has commenced and is diligently prosecuting such remedy, Licensor shall have the option of immediately terminating this License, and of revoking the privileges and powers hereby conferred, regardless of encroachment inventory fee(s) having been paid in advance for any annual or other period. Upon such termination, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

### **14. TERMINATION:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement. However, neither termination nor revocation of this License shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) restore property of Licensor in a manner satisfactory to Licensor, and (b) reimburse Licensor any loss, cost or expense of Licensor resulting from loss or damage to said Premises thereto.

### **15. NOTICE:**

15.1 Licensee shall give Licensor's Division Engineer at least thirty (30) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: 205-796-7650.

15.2 All other notices and communications concerning this License shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

## **16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this License shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this License, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Premises.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this License, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this License by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

## **17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this License shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Premises(s) or segment of Right of Way occupied, used or enjoyed in any manner by Licensee under any rights created in this License. It is expressly understood that Licensor does not warrant title to any Right-of-Way and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Premises is located otherwise permits Licensor to make such grants to

Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this License, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensors's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensors's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on or along the Premises, including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors's property occupied by the Premises, nor shall the exercise of this License for any length of time give rise to any right, title, or interest in License to said property other than the license herein created.

## **18. GENERAL PROVISIONS:**

18.1 This License, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this License, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this License, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This License is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This License shall be construed and governed by the laws of the state in which the Premises are located.

18.6 If any amount due pursuant to the terms of this License is not paid by the due date, it will be subject to Licensors standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensors for all reasonable costs (including attorneys fees) incurred by Licensors for collecting any amount due under this License.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensors land and/or track who are affected by the terms and conditions of this License and will maintain the confidentiality of this License.

18.9 Licensors shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

IN WITNESS WHEREOF, the parties hereto have executed this License in duplicate (each of which shall constitute an original) as of the effective date of this License.

**Witness for Licensors:**

\_\_\_\_\_

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_

**Print/Type Name:** \_\_\_\_\_

**Print/Type Title:** \_\_\_\_\_

**Witness for Licensee:**

\_\_\_\_\_

**CITY OF CALERA**

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this License.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_



Council Member \_\_\_\_ moved that Resolution No. R-2025-49 be adopted. Council Member \_\_\_\_ seconded said motion and upon vote, the results were as follows:

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

NAYS:           None

Mayor Graham declared Resolution No. R-2025-49 adopted.

Adopted this the 15<sup>th</sup> of September 2025.

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Jon G. Graham, Mayor

ATTEST:

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Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

**RESOLUTION NO. R-2025-50**

**Memorandum of Agreement for Law Enforcement Services**

**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 Shelby County Board of Education, Shelby County Commission and the City of Calera for Memorandum of Agreement for Law Enforcement Services. Said contract listed below.



## Memorandum of Agreement for Law Enforcement Services

This Memorandum of Agreement will serve as the continuation of the previously agreed upon Contract for Law Enforcement for the schools in the Calera school zone as outlined by the comprehensive Safe Schools Initiative. This agreement is in support of and defined by the following schools: Calera Elementary, Calera Intermediate, Calera Middle, and Calera High School.

The Shelby County Board of Education, the City of Calera, and the Shelby County Commission agree to support the presence of law enforcement in and around the schools in the Calera school zone.

The agreement will be executed forthwith under the same **Purpose, Terms, Payment Schedule and Provision of Services** as outlined in the original Contract for Law Enforcement Services and signed by all parties and dated on July 22, 2013.

1. In consideration of the agreements made herein, Shelby County Schools shall provide the City of Calera the annual sum of \$140,000, to be paid on or before December 1, for a law enforcement presence in or around Shelby County Schools in the specific zone outlined in this document. However, in the event that proration is declared by the Governor the amount may be reduced by the percentage proration.
2. In consideration of the agreements made herein, the Shelby County Commission shall provide the annual amount of \$123,329.12, to be paid to the City of Calera.
3. In consideration of the agreements made herein, the City of Calera shall provide payment for the remaining balance to provide SRO's at each of the four Calera area schools.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

Shelby County Commission

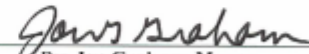
\_\_\_\_\_

By: Chad Scroggins, County Manager

ATTEST:

City of Calera, Alabama

\_\_\_\_\_

  
By: Jon Graham, Mayor

ATTEST:

Shelby County Board of Education

\_\_\_\_\_

  
By: Dr. Lewis Brooks, Superintendent

Council Member \_\_\_\_ moved that Resolution No. R-2025-50 be adopted. Council Member \_\_\_\_ seconded said motion and upon vote, the results were as follows:

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

NAYS:           None

Mayor Graham declared Resolution No. R-2025-50 adopted.

Adopted this the 15<sup>th</sup> of September 2025.

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Jon G. Graham, Mayor

ATTEST:

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Connie B. Payton, City Clerk

Mayor Graham introduced the following Ordinance:

**ORDINANCE NO. 2025-06**

**AN ORDINANCE TO AMEND SECTION 12-7 OF THE CODE OF ORDINANCES OF THE CITY OF CALERA, ALABAMA**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA THAT SECTION 12-7 OF THE CODE OF ORDINANCES OF THE CITY OF CALERA, ALABAMA BE AMENDED TO READ AS FOLLOWS:**

**SECTION 1. Definitions**

Eligible Retired Employees: Any full-time employee with at least ten (10) years of qualified service with the City of Calera, excluding all elected officials, who retires subsequent to the effective date of this Ordinance. Under State Employee's Insurance Board Ruling the following guidelines must be complied with:

1. Retirees must enroll on the date they first become eligible for retiree health benefits. If coverage is declined, enrollment will not be allowed after the retirement date.
2. Individuals enrolling in the Local Government Health Insurance Program under the SEIB on or after January 1, 2004, must have been enrolled in the health plan for 10 years prior to the date of retirement with the City of Calera.

Surviving Spouse: Any eligible retired employee's legal spouse who is covered under the Insurance at the time of death of eligible retired employee.

Health Insurance:

- A. Employees retired prior to 10/01/25: can choose an option of single or family coverage of City Health Insurance for eligible retired employees. City will pay 75% of normal group rate premium of applicable standard policy of City and retiree will pay the balance.
- B. Employees retired 10/01/25 and thereafter: can choose an option of single or family coverage of City Health Insurance for eligible retired employees. City will pay 75% of normal group rate premium of applicable standard policy of City and retiree will pay the balance.

Payment: Payment of eligible retired employee's share of premium must be received at City Hall by the 25<sup>th</sup> of each month. Retirees must sign up for bank draft. After two (2) months of non-payment, insurance will be cancelled.

Council Member \_\_\_\_\_ moved that Ordinance No. 2025-06 be adopted and

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

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

NAYS: None

Mayor Graham declared Ordinance No. 2025-06 adopted.

Adopted this 15<sup>th</sup> day of September 2025.

\_\_\_\_\_  
Connie B. Payton, City Clerk

\_\_\_\_\_  
Jon G. Graham, Mayor

Mayor Graham introduced the following Resolution:

**RESOLUTION NO. R-2025-51**

**WHEREAS**, the City of Mountain Brook is the defendant in an action filed in Jefferson County Circuit Court bearing case number CV 2024-901073.00 in which summary judgment has been denied in a stormwater drainage lawsuit which has the potential to adversely impact the City of Calera's ability to develop and maintain an adequate and comprehensive flood control system; and,

**WHEREAS**, the City of Mountain Brook plans to petition the Supreme Court of Alabama to reverse the decision of the Circuit Court and has invited and requested cities throughout Alabama to join in its petition through the filing of an *amicus curiae* brief at no cost to those cities; and,

**WHEREAS**, the City of Calera expresses its support for the mandamus petition and offers to join in as an *amici* friend of the court to demonstrate to the Supreme Court the significance of the legal issue pending before the Court.

**NOW THEREFORE**, the City Council of the City of Calera hereby resolves as follows:

1. The City of Calera supports the mandamus petition filed by the City of Mountain Brook to the Supreme Court of Alabama;
2. The Mayor is authorized to offer the City's support for the petition by joining in the amicus brief to be filed with the Supreme Court as an amici party to the petition and to otherwise participate to the extent necessary to effect that support.

Council Member \_\_\_\_ moved that Resolution No. R-2025-50 be adopted. Council Member \_\_\_\_ seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-51 adopted.

Adopted this the 15<sup>th</sup> of September 2025.

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Jon G. Graham, Mayor

ATTEST:

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Connie B. Payton, City Clerk

**Mayor Graham introduced the following Resolution:**

**RESOLUTION NO. R-2025-52**

**A RESOLUTION AUTHORIZING THE CITY OF CALERA TO IMPLEMENT A VACATION TIME BUY-BACK PROGRAM**

**WHEREAS**, the City of Calera recognizes the dedication and service of its employees; and

**WHEREAS**, the City Council desires to provide employees with a work schedule of 7 on and 7 off with the option to receive compensation for a portion of their accrued but unused vacation time, thereby promoting flexibility and supporting the financial well-being of employees; and

**WHEREAS**, the buy-back of accrued vacation time will be subject to the approval of both the Water Board and the Mayor and City Council.

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

1. The Mayor and City Clerk are hereby authorized to establish and implement a Vacation Time Buy-Back Program for eligible City employees.
2. The program shall allow eligible employees to sell back accrued vacation hours to the City of Calera at their regular rate of pay, subject to the following conditions:
  - Participation shall be voluntary and only available to employees that work a 7 on and 7 off schedule.
  - Employees must maintain a minimum balance of **80 hours of vacation time** after any buy-back transaction.
  - Employees may sell back up to a maximum of **40 hours of vacation time per calendar year**.
  - Buy-back requests shall be permitted **once annually**, once approved by both the Water Board and Mayor and City Council.
  - The program shall be administered within budgetary constraints.
3. The Finance Department is hereby authorized to process payment for such vacation time buy-back requests as approved in accordance with City policy.
4. This program shall be **reviewed annually by both the Water Board and the Mayor and City Council** and may be renewed, amended, or discontinued based on fiscal conditions and the needs of the City.
5. This Resolution shall become effective immediately upon adoption.

Council Member \_\_\_\_ moved that Resolution No. R-2025-52 be adopted. Council Member \_\_\_\_ seconded said motion and upon vote, the results were as follows:

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

NAYS:           None

Mayor Graham declared Resolution No. R-2025-52 adopted.

Adopted this the 15<sup>th</sup> of September 2025.

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Jon G. Graham, Mayor

ATTEST:

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Connie B. Payton, City Clerk