



**Regular City Council Meeting and Work Session
Council Chambers — 7901 Highway 31 Calera, Alabama
Monday, October 6, 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
Appellate Briefs — City of Mountain Brook

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

Regular Meeting and Work Session September 15, 2025
Special Called Meeting for September 30, 2025, Canvass of Runoff Election Results

Old Business

New Business

Ordinance No. PZ 2025-02
Rezoning Request From RG to A1
Parcel ID 35 1 02 0 001 004.023
252 Ridgely Road

David Hyche, Police Chief
Swear in Officer Andrew Welchel

Lieutenant Robbie Grant
Recognize Sergeant Bores, Corporal Taborda, Corporal Blackmon, Officer Jones,
Officer Whelchel
Commendation from the Farmington Hills Police Department

Kelly Ellison, Finance Director
Budget Adjustments

Resolution No. 2025-54
Authorizing the Mayor-Elect to Sign the Grant Recipient User Account Form and Other
Documents Related to the FY22 Railroad Crossing Elimination Grant (RCE)
Application Number RCE2023000042

Jason Thornton / Mitch Jones
Calera Eagle Diamond Club
ABC Board License Permit — Preapplication

Proclamation
October — Domestic Violence Awareness Month
Tabatha Hunt, Residential Director Safe House

State of Alabama
Alcoholic Beverage Control Board License Application
License Type: 011 Lounge Retail Liquor - Class II Package
License Type: 990 Tobacco Only
Trade Name: Bevvly Package Store
Applicant Name: Parris Investments, LLC
Location: 4601 Highway 31 Ste 1
Calera, Alabama 35040

Alison Powers, Library Director
\$10,000.00 Grant from April Weaver, Alabama State Senator

State of Alabama
Alcoholic Beverage Control Board License Application
License Type: 070 - Retail Table Wine (Off Premises Only)
Trade Name: Speed Trac Chevron
Applicant Name: AL Bari Inc
Location: 11843 Hwy 25 Calera, AL 35040

State of Alabama
Alcoholic Beverage Control Board License Application
License Type: 050 - Retail Beer (Off Premises Only)
License Type: 990 Tobacco Only
Trade Name: Speed Trac Chevron
Applicant: AL Bari Inc.
Location: 11843 Hwy 25 Calera, AL 35040

Guests:

Kimberly Kihara

Public Comments

Motion to Adjourn - Time

No. SC-2025-0293

IN THE SUPREME COURT OF ALABAMA

CITY OF MOUNTAIN BROOK, ALABAMA,

Appellant/Defendant,

vs.

RODNEY E. MILLER and MARY LEAH MILLER,

Appellees/Plaintiffs.

On Appeal from the Circuit Court of Jefferson County, Alabama
Case No. CV-2024-901073

APPELLANT'S BRIEF

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STATEMENT REGARDING ORAL ARGUMENT

The Appellant, City of Mountain Brook, Alabama (the “City”) requests oral argument. Oral argument is warranted because this appeal has profound ramifications as it relates to municipal liability for flooding, municipal public policy decisions, and the proper scope of relief available against municipalities under Alabama law. The City would welcome the opportunity to present oral argument on these important issues.

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STATEMENT OF JURISDICTION

This Court has jurisdiction over this appeal pursuant to ALA. CODE § 12-2-7 because it involves an appeal from a final judgment which disposed of all claims and controversies between the parties.

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STATEMENT OF THE CASE

The Millers filed their lawsuit against the City on March 8, 2024, seeking damages and injunctive relief relating to a May 15, 2023, flooding event. C. 17. The Complaint contained three counts: “Injunction,” “Negligent Maintenance,” and “Wanton Maintenance.” C. 27-31. After the City filed a partial motion to dismiss the wantonness count and demand for punitive damages, C. 63, the Millers filed an Amended Complaint with four counts: “Injunction”, “Negligent Maintenance”, “Trespass”, and “Nuisance”. C. 94-108. In their operative Amended Complaint, the Millers alleged that “Defendant’s drainage system in the Plaintiffs’ area is no longer adequate,” and that the pipes are “too small for the services now required of them.” C. 102.

On November 20, 2024, the Millers filed an offensive “Motion for Partial Summary Judgment and for Permanent Injunction”, C. 361, arguing that “[t]he City’s Drainpipes Are No Longer Adequate.” C. 380. The Millers sought summary judgment on their nuisance and trespass claims, \$80,441.15 in damages, and a permanent injunction against the City. C. 385. In their motion, the Millers argued that “granting the injunction and awarding the \$80,441.15 in damages as requested would

nullify the need for a jury trial on Plaintiffs’ remaining claim, negligent maintenance[.]” *Id.*

On December 16, 2024, the City responded to the Millers’ motion for partial summary judgment and filed its own motion for summary judgment. C. 623. In its motion, the City argued that the Millers’ claims were based on a design/construction theory of liability, not maintenance, and were also time-barred. C. 642-650. The City further argued that the Millers’ claims were barred by substantive immunity and the doctrine of prescription. C. 650-655. Additionally, the City argued that genuine issues of material fact precluded the Millers’ request for offensive summary judgment. C. 655-660. The parties briefed both motions, C. 889-1120, and on February 5, 2025, the trial court held oral argument. R. 1.¹

On April 4, 2025, the trial court granted the Millers’ partial summary judgment motion and denied the City’s motion for summary

¹ Former Jefferson County Circuit Court Judge Jim Hughey, III, presided over this case until January 2025. Judge Hughey retired shortly after summary judgment briefing concluded but before the summary judgment hearing. Jefferson County Circuit Court Judge Shera Grant presided over the summary judgment hearing and subsequently issued the order that forms the basis of this appeal.

judgment. C. 1151. Relying on *City of Mountain Brook v. Beatty*, 295 So. 2d 388 (Ala. 1974), the trial court awarded \$80,441.15 in damages and entered a permanent injunction which provides that “Defendant City of Mountain Brook is hereby enjoined from flooding 2801 Montevallo Road, Mountain Brook, Alabama 35223.” C. 1159. Although the Millers did not move for summary judgment on their “negligent maintenance” claim, the trial court nonetheless entered judgment on this claim and held that, because the City did not implement a project to upgrade and enlarge its stormwater drainage infrastructure, the City “has failed to provide appropriate upkeep of its drainage system. According to *Reichert*, such a failure constitutes negligent maintenance, which serves as the negligence theory under *City of Birmingham* that further supports Plaintiffs’ request for an injunction.” C. 1158.

On April 9, 2025, the trial court clarified that its summary judgment order was a final judgment. C. 307. On May 2, 2025, the City filed a notice of appeal. C. 1171. On May 5, 2025, the trial court suspended its injunction pending the outcome of this appeal. C. 1181.

STATEMENT OF THE ISSUES

- I. Whether the trial court erred by relying on *Beatty v. City of Mountain Brook*, which involved a prescriptive easement natural drainage ditch located on private property, to hold the City strictly liable for the flooding event that forms the basis of this case and permanently enjoin the City from ever allowing the Millers' property to flood again, regardless of the size of the rain event, the condition of the City's stormwater pipes, or the standards to which they were built.
- II. Whether the trial court erred in expanding a cause of action for "negligent maintenance" to include a theory that the City should have upgraded and enlarged stormwater infrastructure that is not alleged to have been improperly designed or constructed.
- III. Whether substantive immunity protects the City from liability for its decision not to proceed with a multi-million dollar project to upgrade and enlarge existing stormwater infrastructure where the evidence shows that the City considered a myriad of factors, including the substantial financial burden of the project, citizen opposition, the effects of the proposed project on all citizens, and the engineer's recommendation that the project not be performed because it would not meaningfully improve flooding on the Plaintiffs' property and any benefit of the project was outweighed by its cost.
- IV. Whether the trial court erred in rejecting the City's other defenses, which presented issues of fact for a jury.

STATEMENT OF THE FACTS

This case arises out of the flooding of the Millers' property, located at 2801 Montevallo Road in the City of Mountain Brook, Alabama (hereinafter the "Property"), which occurred on May 15, 2023. C. 18.

The Documented Historical Flooding of 2801 Montevallo Road

The drainpipes in the dedicated easement adjacent to the Millers' property are 36-inch pipes and have been that size since at least 1928. C. 365 & 604. Those pipes are part of a larger network of the City's stormwater drainage infrastructure in the area of Canterbury Road, Montevallo Road, Surrey Road, and Overhill Road located near Mountain Brook Village. C. 469-486; 502.

The Property has flooded on occasion since at least the mid-1950s. In August 1957, the Mountain Brook City Manager received a letter from Schoel Engineering Company (hereinafter "Schoel") which discussed the "drainage problem" at the Property and an adjacent property at 2801 Overhill Road. C. 670. In December 1957, a prior owner of the Property and the owner of 2801 Overhill Road wrote the City regarding the "[d]rainage problem at the corner of Montevallo Road and Overhill Road."

C. 673. *See also* C. 675 (current city officials have been aware of flooding at the Property since at least 2000).

In 2004, a prior owner of the Property named Steve Griffin engaged former Schoel chief hydrologist David Hains to study flooding issues at the Property. C. 678. Mr. Hains determined there were not any improvements that the City could make to its stormwater infrastructure that would stop flooding at the Property. C. 679. Mr. Hains personally observed one such flooding event at the Property on September 16, 2004, documenting it with photographs. *Id.*

Archie and Paige Andrews purchased the Property in December 2020. C. 727. Between December 2020 and when they sold the Property to the Millers on May 5, 2023, it flooded on numerous occasions. *Id.* In May 2021, water flooded the garage and basement during a heavy rain event. C. 692-701; C. 725. Following the May 2021 flooding event, the Andrews' neighbor stated that "this has been a known issue with the city for decades," and "those of us that live here will need to do what we can to help prevent our homes from flooding." C. 662. On July 25, 2022, the Andrews filed a sworn notice of claim with the City relating to additional

flooding events, stating that the Property had flooded “six (6) times” since they bought the property “on December 1, 2020.” C. 727.²

The Engineering Studies of the Canterbury/Surrey/Overhill Area

The area around the Millers’ property has been studied by engineers and hydrologists on multiple occasions over the last 70+ years. Walter Schoel, III, is the current senior principal of Schoel, and his grandfather (Walter Schoel, Sr.) studied this area in the 1950s. C. 783. Schoel’s “[r]ecords indicate that Schoel investigated drainage issues at 2801 Montevallo Road, which were documented as problematic during that period.” *Id.*

In the early 2000s, the City retained Hill Engineering to again study this area. C. 792-795. Hill Engineering’s study led to a proposal to widen certain channels in the area and replace some pipes with culverts. C. 792. The Hill Engineering study was met with resistance by City residents located downstream from the Property, including one resident who objected to the impact the proposed project would have on his property and threatened to take legal action against the City. C. 795-

² Neither the Griffins nor the Andrews filed a lawsuit against the City.

796. *See also* C. 518. Additionally, the City did not have the necessary easements to perform the work contemplated by the Hill Engineering study, and the citizens whose private property would have been subject to those easements refused to grant them. C. 792-793. After consideration, the City did not implement the proposal from Hill Engineering.

As referenced above, in 2004, prior owner Steve Griffin engaged former Schoel chief hydrologist David Hains to study flooding issues at the Property. C. 678. Mr. Hains determined there were not any improvements the City could make to its stormwater infrastructure that would stop flooding at the Property. C. 679.

In 2021 and 2022, the City retained Schoel to perform another hydrological study of this area, where “[c]ertain properties along Canterbury Road, Montevallo, Surrey and Overhill Road have historically flooded.” C. 501-508. In April 2022, Schoel presented its findings to the City in a preliminary report outlining a 3-phase project to upgrade and enlarge stormwater infrastructure in this area. Schoel’s “summary of the benefits and impacts” included the following findings:

- The estimated cost of the project was \$3,944,000. C. 511.³
- All three phases of the project had to be performed to mitigate (but not fix) flooding issues in this area. C. 412; C. 511-513 (“the improvements identified in the preliminary design will need to be implemented concurrent with the Upper Canterbury and Overhill/Surry Rd phases. Also the Upper Canterbury phase should be constructed before the Overhill/Surrey Rd phase, otherwise all benefits from the Lower Canterbury Rd improvements are negated. This is necessary because the Overhill/Surrey Rd improvements will increase flows to the Lower Canterbury area.”). C. 1105-1106.
- The second and third phases of the 3-phase project were projected to reduce flooding, but they would increase flow rates and surface elevations downstream from the Property. C. 511. Thus, if the City decided to move forward with the 3-phase project, there had to be additional studies and work performed even further downstream, *id.*, which would “significantly” increase the estimated \$4 million cost of the project. C. 707.
- With respect to 2801 Montevallo Road specifically, “[b]ased on Schoel’s studies and modeling it was determined that the proposed drainage project would not reasonably mitigate flooding at the residence located at 2801 Montevallo Road.” C. 786. To the

³ To put this \$3,944,000 estimated figure in perspective, in fiscal year 2022 the City had a capital outlay of \$1,086,711 on *all* drainage projects throughout the City. C. 1116-1120. Thus, the estimated capital cost of this project would have been roughly four times what the City spent on *all* capital drainage projects throughout the entire City in 2022. In fiscal year 2023, the City significantly increased its capital outlay to \$5,616,044 on all drainage projects throughout the City. *Id.* Even with this substantial increase, the estimated capital cost of this project (without any increase for further downstream work) would still have been more than 70% of what the City spent on *all* drainage projects throughout the entire City in 2023. As these figures reflect, the cost of this project was substantial.

contrary, Schoel determined “that **the project would not meaningfully improve conditions at 2801 Montevallo Road,**” and this assessment “was communicated by Schoel to Ms. Andrews, the property owner at the time.” C. 787 (emphasis added).

- Schoel’s recommendation, which it conveyed to the City, was that the City should not undertake the drainage improvement project because the cost of the project outweighed its benefit. “In addition, it was determined that implementation of the drainage improvement project would likely cause downstream impacts” on other citizens. *Id.*

Like the prior Hill Engineering study, the 2021-2022 Schoel study was met with resistance from citizens who were concerned about the project. C. 795-797; C. 802 (“There are residents with extraordinary downstream concerns.”). One of the residents who opposed the earlier Hill Engineering study again voiced concern about downstream effects of the 3-phase project, noting that “these problems have been going on for years” and that he had taken measures to prevent flooding on his property which were effective. C. 804-805. Numerous citizens objected to the 3-phase project, stating that if additional water were added to stormwater infrastructure located near their downstream properties, as Schoel’s study projected, then “the damage will be extraordinary.” C. 807. Those citizens protested that the project would “harm many more residents than it will help,” and that “[i]f the plan goes forward and we

are faced with the prospect of dealing with the inevitable damage that 14 additional inches of water will cause, we will have no choice but to utilize all available legal remedies.” C. 808. *See also* C. 811-812 (resident email to City Manager stating that “several of the residents downstream are very concerned about the downstream impact of the project” and are “100% opposed” to it).

In addition, and like the prior Hill Engineering study, Schoel’s 3-phase project would have required the City to obtain additional easements to perform/construct the project, and at least one citizen made clear that he would not grant the necessary easement to the City. C. 795-797; C. 1112.

After considering all these factors, the City decided not to move forward with the 3-phase project.

The Millers’ Purchase of the Property

The Millers purchased 2801 Montevallo Road on May 5, 2023. The home inspection report obtained by the Millers prior to buying the Property noted the substantial drainage work on the Property: “The driveway is equipped with several catch basins with underground drains that eventually drain into a sump pump ... Looks like this house has had

plenty of drainage work. Check the operations of the drains and pump during a good soaking rain to make sure all works well. You don't want water to back up in the garage areas." C. 1068-1069. Elsewhere in the report, the inspector noted that "This house is [sic] had some **serious drainage work done. I suspect maybe it flooded in the past. Consult the current owner for more information.** You may need flood insurance just for good measure." C. 1073 (emphasis added). See also C. 1079 ("given all the drainage work done around the house, this house may have flooded in the past.").

Before buying the Property, the Millers and their real estate agent also personally inspected the Property. C. 708-709. During their inspection, they noticed a drain and a sump pump in the driveway. C. 710; C. 825-827. This prompted the Millers to ask direct questions regarding whether the Property had previously flooded. According to the Millers, the history of significant flooding was not disclosed in response to those questions:

Q Okay. So just to kind of sum up what we just heard: At the closing, y'all directly asked, Has the property had flooding issues? We've noticed this sump pump. Has the property had flooding issues? And you were told that there has been minor water, or however you want to describe it, in the basement but

that the sump pump had fixed the problem. No disclosure of four feet of water in the basement; correct?

A I think that is an appropriate summary.

Q Okay.

A Yes. And – and we did that knowing that even if at the closing before we – we finalized this deal, we had this contingency in place in the contract that, you know, if – if we were to have learned – had we been told the truth about what happened, we could have walked away; and it wouldn't have been a problem.

[...]

Q Okay. And you feel like the questions you asked should have elicited that information?

A Yes. Well, it's my understanding health and safety concerns have to be disclosed. And on top of that; when you ask questions, you have to be told the truth. And we asked questions that, obviously, based on Archie's email and what we see here in Yorke's; we did not receive the truth.

C. 713-714; 720. *See also* C. 848 (Ms. Miller testifying that “the whole truth was not disclosed to us”); C. 851 (testifying that the Andrews had an obligation to disclose the prior flooding to the Millers).⁴

⁴ Mr. Miller believed the Andrews “staged” the basement to actively conceal the fact that it had previously flooded. C. 724.

The May 15, 2023 Flooding Event

Ten days after the Millers purchased the Property, it flooded again. The May 15, 2023, rain event was “exceptionally severe” and approached a 50-year event, C. 785, which is beyond the designed capacity of the stormwater system near the Millers’ property. In fact, the May 15, 2023, rain event was more severe than the designed capacity for stormwater systems built to present-day standards. C. 785; C. 784-785. Accordingly, even if the stormwater infrastructure near the Property had been built to present-day standards, it still would have flooded on May 15, 2023. C. 785. Flooding occurred not just at 2801 Montevallo Road but in numerous other areas of the City. C. 861-867; C. 715.

Following the May 15, 2023, flooding event, the Andrews assigned to the Millers a flood insurance policy for the Property, which was referenced at the May 5, 2023 closing. C. 857-859. The Millers subsequently made a claim under that policy and received payment for their losses from the May 15, 2023 flooding event. C. 541.

There is no evidence that the May 15, 2023, flooding event was caused by any blockage, clog, obstruction, or collapsed pipe. C. 852; C. 716-717; C. 721-723. This was confirmed by a video inspection of the

pipes following the May 15, 2023, flooding event. C. 785 (there were no “collapses, or otherwise damaged pipes, or any obstruction that would have affected the capacity of the pipes during the May 15, 2023 event”). Mr. Miller described the basis of the Plaintiffs’ claims in this action as follows:

Q. All right. But are – are you alleging that the – that there are – there was blockages or a collapsed pipe that should have been repaired that led to your flooding, or is your claim based on the current capacity of the system as it’s built right now not being sufficient?

A. We did not have any knowledge of a collapsed pipe or anything. Our – our claim is based off the fact that while the pipe may have – the drainage system may have been sufficient to handle the capacity at one point in time; over time, there has been development, and there is a larger amount of water being directed to it. And because of that, the pipes are over – are undersized.

C. 721-722.

In their summary judgment briefing, the Millers similarly argued that they “do not allege that the drainpipes at issue were improperly designed or constructed, nor do Plaintiffs allege that the drainpipes were collapsed, obstructed, or clogged. Rather, Plaintiffs allege that the drainpipes at issue are no longer adequate.” C. 906.

STATEMENT OF THE STANDARD OF REVIEW

The appellate standard of review applicable to summary judgment rulings is well settled:

This Court's review of a summary judgment is *de novo*. *Williams v. State Farm Mut. Auto. Ins. Co.*, 886 So. 2d 72, 74 (Ala. 2003). We apply the same standard of review as the trial court applied. Specifically, we must determine whether the movant has made a *prima facie* showing that no genuine issue of material fact exists and that the movant is entitled to a judgment as a matter of law. Rule 56(c), Ala. R. Civ. P.; *Blue Cross & Blue Shield of Alabama v. Hodurski*, 899 So. 2d 949, 952, 2004 Ala. LEXIS 182, *4 (Ala. 2004). In making such a determination, we must review the evidence in the light most favorable to the nonmovant. *Wilson v. Brown*, 496 So. 2d 756, 758 (Ala. 1986). Once the movant makes a *prima facie* showing that there is no genuine issue of material fact, the burden then shifts to the nonmovant to produce "substantial evidence" as to the existence of a genuine issue of material fact. *Bass v. SouthTrust Bank of Baldwin County*, 538 So. 2d 794, 797-98 (Ala. 1989); Ala. Code 1975, § 12-21-12. "Substantial evidence is evidence of such weight and quality that fair-minded persons in the exercise of impartial judgment can reasonably infer the existence of the fact sought to be proved." *West v. Founders Life Assur. Co. of Fla.*, 547 So. 2d 870, 871 (Ala. 1989).

Dow v. Ala. Democratic Party, 897 So. 2d 1035, 1038-39 (Ala. 2004).

The trial court's permanent injunction against the City is also reviewed *de novo*. *CraneWorks, Inc. v. RPM Cranes, LLC*, 239 So. 3d 561, 568 (Ala. 2017) (citing *Weeks v. Wolf Creek Indus., Inc.*, 941 So. 2d 263, 271 (Ala. 2006)).

SUMMARY OF THE ARGUMENT

The Millers’ arguments and the trial court’s order rely heavily on *City of Mountain Brook v. Beatty*, 295 So. 2d 388 (Ala. 1974). That reliance is misplaced. *Beatty* involved a prescriptive easement, and therefore a fundamentally different legal duty applied in *Beatty* than in this case. The trial court erred in relying on *Beatty* to impose what amounts to a strict liability standard on the City.

The trial court compounded its error by entering offensive summary judgment on the Millers’ “negligent maintenance” claim. Recognizing that any design/construction claim would be time-barred because the Property has flooded for more than 70 years, the Millers argued that their claims—all of which were based on the allegation that the City’s stormwater pipes are “no longer adequate” and must be “upgraded”—were for “negligent maintenance.” The holdings of this Court and of the Court of Civil Appeals foreclose this argument and make clear that the Millers’ allegations are a design/construction theory of liability, not maintenance. Under this settled law, the City’s motion for summary judgment should have been granted.

The trial court also erred in rejecting the City’s substantive immunity argument. As this Court’s decisions make clear, “[m]unicipal decisions regarding drainage systems and stormwater management are classic examples of duties owed to the public at large and not to individual plaintiffs.” Accordingly, those decisions are protected by substantive immunity. This is exactly such a case.

The trial court should be reversed, and summary judgment entered in the City’s favor. At a bare minimum, however, the trial court’s order should be vacated because there are issues of genuine material fact that preclude summary judgment in the Millers’ favor.

ARGUMENT

I. *CITY OF MOUNTAIN BROOK V. BEATTY* IS INAPPLICABLE TO THIS CASE.

The trial court relied on *City of Mountain Brook v. Beatty*, 295 So. 2d 388 (Ala. 1974), to enter offensive summary judgment against the City, holding as follows:

Defendant’s drainpipes at issue in the case at hand are in an easement on private property. Therefore, *Beatty* imposes a duty on Defendant “to maintain its drainage easement so as not to cause an overflow” on Plaintiffs’ property. *Id.* at 395. Because it is undisputed that the water complained of originated from Defendant’s overwhelmed drainpipes in its easement, Defendant breached its duty and, according to

Beatty, Defendant should be enjoined from causing a flood on Plaintiffs' property.

C. 1154. The trial court further held that, under *Beatty*, the Millers were not required to present evidence of negligence. C. 1155. The trial court's reliance on *Beatty* was misplaced, as it failed to recognize that the legal duty at issue in *Beatty* is materially different than the legal duty at issue in this case.

The issue in *Beatty* was whether the City had a **prescriptive easement** over an unimproved, natural ditch. 295 So. 2d 388, 390 (Ala. 1974). *Beatty* framed the issue as follows:

The key issue in this case - the one issue upon which practically all claims of both parties stand or fall - is whether the City of Mountain Brook has the right to drain water across the Beattys' property, and, if so, to what extent such right exists.

Id. at 391. *Beatty* recognized that "[t]he issue whether a party can obtain an easement for drainage by continuous use for the prescriptive period has been rarely litigated in this state." *Id.* at 391.

Beatty held that "[f]or more than 20 years there had been a city drainage pipe emptying into this" ditch, and therefore the City "had acquired a drainage easement across the complainants' property by prescription." *Id.* at 392. *Beatty* also found, however, that flooding had

only occurred for “seven or eight years prior to the start of the litigation ... during periods of heavy rain causing flooding,” and therefore the City had not yet acquired the right to flood the property because the flooding had not occurred for the requisite prescriptive period. *Id.* at 389.

Importantly, *Beatty* recognized that **“the very essence of the concept of prescription is the creation of rights in one party where none existed before”** and that the **“prescriptive right of drainage can only be exercised in manner and to extent used during [the] prescriptive period.”** *Id.* at 394 (citing *Peacock v. Stinchcomb*, 189 Mich. 301, 155 N.W. 349 (1915)) (emphasis added).

Applying those principles, *Beatty* held as follows:

It would seem from the evidence in the case at hand that indeed the City of Mountain Brook had acquired rights to drain through the ditch by prescription, but the evidence is also undisputed that the flooding has occurred for less than the prescriptive period. Therefore the decree of the trial court should be modified to the extent that the city is found to have a prescriptive easement of drainage, but the respondent should be enjoined from casting water into the ditch in such a manner as to cause the ditch to overflow.

295 So. 2d at 394. In other words, the City (like any holder of a prescriptive easement) could only use the ditch consistent with the limits of its prescriptive rights.

The case at hand does not involve the channeling of stormwater into a privately owned, natural drainage ditch. Rather, it involves stormwater pipes in a dedicated, recorded easement which the Millers do not contend were improperly designed or constructed. C. 906. Accordingly, a fundamentally different legal duty applies in this case than in *Beatty*.

Indeed, this Court has specifically recognized the difference between cases involving municipal-owned stormwater drainage improvements—like this case—and those involving prescriptive easements over a natural ditch on private property. In *Birmingham v. Fairfield*, this Court took special care to explain that *Beatty* involved a “*prescriptive easement*” and was therefore “distinguishable” from cases which involve municipal drainage improvements:

[*Beatty*] did not turn upon the liability of a municipality when it acts under statutory authority to create municipal drainage improvements. Indeed, the precedents on which this Court relied for that decision were not those relevant under the issues here. Thus the [*Beatty*] decision is not apropos in this instance.

375 So. 2d 438, 443-44 (Ala. 1979).

This case *does* involve “municipal drainage improvements.” *Id.* Alabama law is clear that municipalities can only be held liable for their

negligence in designing, constructing, or maintaining stormwater pipes. As this Court explained, “[p]ursuant to Ala. Code 1975, §§ 11-50-50 to -56, ‘municipalities are authorized to construct and maintain drainage systems.’ ... A municipality is not required to exercise this authority; however, once it does, a duty of care arises and a municipality becomes liable for its own negligence.” *Locke v. City of Mobile*, 851 So. 2d 446, 449 n.2 (Ala. 2002) (citing *Lee v. City of Anniston*, 722 So. 2d 755, 757 (Ala. 1998), quoting in turn *City of Mobile v. Jackson*, 474 So. 2d 644, 649 (Ala. 1985)).⁵ Accordingly, *Beatty* does not relieve the Millers of the burden of presenting substantial evidence of the City’s negligence in this case. As explained *infra* in Section II, the Millers disavowed any claim for negligent design or construction, and their argument that the City failed to update and enlarge its stormwater pipes is not substantial evidence of negligent maintenance under settled Alabama law.

For the same reason, *Beatty* does not support the trial court’s permanent injunction. “[T]he drastic remedy of abatement by injunction

⁵ ALA. CODE § 11-50-50 applies to municipal drainage systems on both “private” and “public property.” Thus, it applies to stormwater drainage pipes located on public property (such as a city-owned right-of-way) and on private property (such as a dedicated easement on the Millers’ property).

is not available to an injured party unless the authorized instrumentality was negligently constructed or maintained: The construction and operation of a governmental agency by authority of law, constructed and operated exactly as authorized by law and strictly in accordance with good practice, cannot be a nuisance in law, though it may work damage to others.” *Birmingham v. Fairfield*, 375 So. 2d at 442. *Birmingham v. Fairfield* cited multiple cases standing for this principle, *id.* at 442-443, explaining that “[t]hese and a host of other cases make it clear that injunctive relief is not properly granted to prohibit as a nuisance, the results of statutorily authorized municipal improvements unless the improvements were negligently constructed or maintained.” *Id.* at 443. *See also Bessemer v. Chambers*, 8 So. 2d 163, 164 (Ala. 1942) (an act authorized by law “prevents it from being an actionable nuisance unless negligently maintained”).

Again, the Millers do not allege the stormwater infrastructure at issue was improperly designed and constructed, and there is no evidence the City negligently failed to maintain that infrastructure in its “existing condition.” *Reichert v. City of Mobile*, 776 So. 2d 761, 765-66 (Ala. 2000). Because there is no evidence that the City negligently maintained the

stormwater pipes at issue in this case, “the drastic remedy of abatement by injunction is not available.” *Birmingham*, 375 So. 2d at 442.

Beatty is distinguishable in other respects as well. For example, the evidence in *Beatty* showed that the natural ditch over which the City had acquired a prescriptive easement was obstructed with debris. 295 So. 2d at 390. This case, in contrast, undisputedly does not involve any “obstruction” of stormwater infrastructure. *See* C. 906. Rather, the Millers claim that the City’s stormwater drainage pipes are undersized and should be upgraded. Under Alabama law, allegations that stormwater pipes are undersized have been deemed matters of “design and construction,” *Byrd v. City of Citronelle*, 937 So. 2d 515, 522 (Ala. 2006), and it is “well-settled law that negligent design or construction of a drainage ditch is considered to be a permanent condition that is not abatable.” *Id.* at 519.

Additionally, the flooding in *Beatty* had only occurred for “seven or eight years ... during periods of heavy rain causing flooding,” whereas the undisputed evidence in this case shows that 2801 Montevallo Road has flooded on numerous occasions since at least the 1950’s.

Beatty also recognized that flooding caused by the natural topography of the land was not the City's responsibility. *Beatty*, 295 So. 2d at 394. Expert testimony in this case shows that 2801 Montevallo Road floods due to the natural topography of the area. C. 786 ("The primary issue is the low elevation of the finished basement relative to storm drainage infrastructure. Specifically, the basement floor is approximately one foot below the inside top of the storm pipes adjacent to the residence. Additionally, the residence is situated in a bowl-shaped depression created by the higher surrounding topography of Overhill Road.").

Beatty was also decided in 1974, approximately eight years before the recognition of substantive immunity in *Rich v. City of Mobile*, 410 So. 2d 385 (Ala. 1982). Accordingly, *Beatty* did not address substantive immunity or analyze whether it barred the plaintiff's claims.

Beatty is distinguishable for all the above reasons, but the trial court's primary error was its failure to recognize that *Beatty* involved a fundamentally different legal duty applicable to prescriptive easements. *Beatty* did not abrogate the settled law that plaintiffs must present

substantial evidence that a city's negligence in designing, constructing, or maintaining its stormwater pipes proximately caused their damages.

II. THE TRIAL COURT SHOULD HAVE GRANTED SUMMARY JUDGMENT IN THE CITY'S FAVOR ON THE MILLERS' TRESPASS, NUISANCE, AND "NEGLIGENT MAINTENANCE" CLAIMS.

As this Court recently observed, the "distinction" between negligent maintenance and negligent design/construction claims "can be critical in cases involving statute-of-limitations problems." *Ex parte City of Muscle Shoals*, 2025 Ala. LEXIS 30, at *24 (citing *Reichert*, 776 So. 2d 761 and *Long*, 24 So. 3d 1110). That distinction is indeed critical in this case, because it is undisputed that the Property has flooded for more than 70 years.

Apparently recognizing the statute of limitations problems, the Millers disavowed any design/construction claim: "Plaintiffs do not allege that the drainpipes at issue were improperly designed or constructed, nor do Plaintiffs allege that the drainpipes were collapsed, obstructed, or clogged. Rather, **Plaintiffs allege that the drainpipes at issue are no longer adequate.**" C. 906 (emphasis added). Specifically, the Millers claimed that the City's stormwater drainage pipes near their property are "overburden[ed]," "undersized," and that

the City has “fail[ed] to enlarge” its pipes. C. 909-910. In its summary judgment briefing, the City explained why the Millers’ characterization of their claims as ones for “negligent maintenance” is wrong under settled Alabama law. C. 642-650; C. 1027-1034.⁶

The trial court denied the City’s summary judgment motion and granted the Millers’ offensive summary judgment motion, finding that “[i]t is undisputed that development permitted by Defendant has

⁶ In denying the City’s summary judgment motion, the trial court stated, “Plaintiffs did not assert a claim for negligent design or construction. Rather, Plaintiffs asserted the following claims: negligent maintenance, nuisance, and trespass. This Court will not consider a claim that was not asserted.” C. 1160. This holding reflects a misunderstanding of the City’s summary judgment arguments, *i.e.*, that despite Plaintiffs calling their claim “negligent maintenance”, the “Plaintiffs’ claims [] are premised on a negligent design/construction theory of liability.” C. 644 (citing *Reichert v. City of Mobile*, 776 So. 2d 761, 765-66 (Ala. 2000) and *Long v. City of Athens*, 24 So. 3d 1110, 1116 (Ala. Civ. App. 2009)). The City explained how “[p]ublished decisions by the Alabama Supreme Court and the Alabama Court of Civil Appeals conclusively establish that the Plaintiffs’ claims sound in negligent construction/design, not negligent maintenance.” C. 1028. The City extensively discussed *Byrd*, *Long*, and *Reichert*, explaining why those cases “make clear that [the Millers’ theory of liability] is a design/construction claim, not a maintenance claim.” C. 1028-1030. And the City reiterated these arguments at the summary judgment hearing. R. 55:4-17 (“Again, there’s no evidence of negligence maintenance in this case. ... The theory is, well, you should upgrade these pipes. *Byrd* and the *Long* cases make specifically clear that theory of liability is a design and construction theory of liability. A failure to upgrade pipes is not substantial evidence of negligent maintenance[.]”).

adversely impacted Defendant's drainage system in the area of Plaintiffs' property and that Defendant's drainpipes at issue are no longer adequate." C. 1158. The trial court further held the City should have implemented Schoel's "remediation design plans," which the trial court deemed to be "reasonable," finding that, "[a]ccording to *Reichert*, such a failure constitutes negligent maintenance." *Id.* This holding was error. As explained below, the trial court should have granted summary judgment in the City's favor on the Millers' trespass, nuisance, and "negligent maintenance" claims.

A. The Millers' claim that the City failed to upgrade and enlarge stormwater infrastructure sounds in construction/design, not maintenance.

In *Byrd v. City of Citronelle*, the plaintiff asserted both a negligent design/construction claim and a negligent maintenance claim in a municipal flooding case. 937 So. 2d 515 (Ala. 2006). Like the Millers, the *Byrd* plaintiff argued that the City of Citronelle failed to upgrade stormwater infrastructure, thereby causing his property to flood. Specifically, the *Byrd* plaintiff argued that the City of Citronelle received a "proposal regarding replacement of pipe 'for any drives needing replacement,'" and "that 'in fact, the concrete culverts were not replaced.'"

The *Byrd* plaintiff further asserted “that the flooding problem is attributable in part to ‘the lack of removal of the restrictive [*i.e.*, undersized] driveway pipes.’” *Id.* at 521. *Byrd* held the plaintiff’s negligent design/construction claim was barred by the two-year statute of limitations, because the first flooding event caused by the allegedly undersized pipes occurred more than two years prior to when *Byrd* filed suit. *Id.* at 520.

With respect to the plaintiff’s negligent maintenance claim, *Byrd* affirmed summary judgment for lack of any substantial evidence of negligent maintenance, explaining:

Underwood’s affidavit merely stands for the proposition that, for reasons that remain unexplained, he believes that there is inadequate drainage of the ditch on *Byrd*’s property “due to the lack of maintenance of the ditch and the lack of proper slope of the ditch along with the restrictive driveway culverts installed on the City of Citronelle right-of-way.” **The latter two conditions are clearly matters of design or construction.** All of this evidence indicates the existence of conditions having the potential to cause flooding, but, without more, **it is not substantial evidence indicating any negligence by the City in maintaining the ditch.**

Id. at 522 (emphasis added). Thus, *Byrd* makes clear that evidence of allegedly undersized pipes will not sustain a negligent “maintenance” claim.

In *Long v. City of Athens*, the plaintiffs alleged—again, like the Millers in this case—that the City of Athens failed to upgrade and improve stormwater infrastructure. 24 So. 3d 1110 (Ala. Civ. App. 2009). Citing this Court’s decision in *Byrd*, the Alabama Court of Civil Appeals held that this allegation sounded in negligent construction/design, not negligent maintenance, and affirmed summary judgment in favor of the City of Athens:

The Longs’ theory of recovery for their claim of negligent maintenance is that, by failing to update the drainage systems to accommodate the increased discharge of surface water from the developments surrounding the Long property, the City failed to maintain those systems. ...

In the present case, the recommendations of the various studies conducted on the City’s drainage systems included enlarging the culverts under Brown’s Ferry Road and requiring detention and retention ponds for developments upstream of the Long property. Those recommendations speak to matters of design, as did the conditions cited in *Byrd*, i.e., obstruction of driveway pipes and improper sloping of the ditch. Because the Longs have failed to present substantial evidence indicating that the City did not adequately maintain the drainage systems, we conclude that the trial court did not err in entering the summary judgment in favor of the City on the Longs’ negligent-maintenance claim.

Id. at 1115-1116 (emphasis added). Notably, this Court recently cited *Long* when emphasizing the “critical” distinctions between negligent

design/construction and negligent maintenance claims. *Ex parte City of Muscle Shoals*, 2025 Ala. LEXIS 30, at *24.

The holdings of *Byrd* and *Long* are clear: an alleged failure to upgrade or enlarge pipes is a design/construction issue, not a maintenance issue. Other jurisdictions are in accord. For example, in *Lorman v. City of Rutland*, the Vermont Supreme Court held as follows:

Plaintiffs believe that the pipes should be of a greater diameter and that there should not be a bend of a certain degree in a particular pipe. “When remedying a problem would require a city to, in essence, redesign or reconstruct the sewer system, then the complaint presents a design or construction issue.” *Essman v. City of Portsmouth*, 2010-Ohio-4837, ¶ 32, 2010 WL 3852247 (Ct. App. 2010). As in one of the cases discussed in *Essman*, plaintiffs’ true complaint here is “that the city failed to update the sewer system” as opposed to a “negligent maintenance” theory. *Id.* ¶ 36. There is no suggestion that any particular “maintenance” would have prevented the damages here. The issue is redesigning the system.

207 Vt. 598, 613, 193 A.3d 1174, 1183-84 (Vt. 2018) (collecting cases).

Although both *Byrd* and *Long* were cited in summary judgment briefing and discussed at oral argument, C. 644, 1028-1032, R. 48-52, the trial court’s Order does not mention either case or explain how its holding could be squared with those cases. Instead, the trial court relied on *Reichert v. City of Mobile* to hold that the Millers’ claims sound in

negligent maintenance. Simply put, *Reichert* does not stand for that proposition. *Reichert* held that, to survive summary judgment on a negligent maintenance claim, a plaintiff must present substantial evidence that “the flooding of their property was proximately caused by the City’s failure to provide appropriate upkeep for the storm-drainage system in its **existing condition**, see *City of Birmingham v. Leberte*, *supra*, rather than by the City’s failure to correct any alleged design or construction problems with that system.” 776 So. 2d at 765-66 (emphasis added).

With respect to the negligent maintenance claim, the *Reichert* court specifically noted testimony that the City of Mobile’s stormwater drains near one of the plaintiffs’ properties was “stopped up big time.” 776 So. 2d at 766. Again, the Millers did not claim (and the record here contains no evidence) that the City’s stormwater pipes were clogged or that any pipes had collapsed, thereby causing the flooding on May 15, 2023. C. 906.⁷

⁷ In reversing summary judgment for the City on the plaintiffs’ negligent maintenance claim, *Reichert* also referenced the plaintiffs’ expert’s testimony that “the City has issued additional permits for development to the north and to the west of the plaintiffs’ subdivision, causing an increased discharge of surface water to be directed to the area

Here, the Millers never claimed that the City failed to “provide appropriate upkeep for the storm-drainage system in its existing condition.” *Cf. Reichert*, 776 So. 2d at 765-66. In fact, the Millers argued directly the opposite, *i.e.*, that the “existing condition” of the stormwater infrastructure is “inadequate” and must be redesigned and enlarged. As *Reichert*, *Long*, and *Byrd* make clear, that is a negligent design/construction theory of liability, not a negligent maintenance theory of liability, and it does not save the Millers’ claims from summary judgment. *Byrd*, 937 So. 2d at 522; *Long*, 24 So. 3d at 1116. Accordingly, the trial court erred in denying the City’s motion for summary judgment.⁸

of the plaintiffs’ property.” 776 So. 2d at 766. In this case, the Millers asserted that unspecified development over the last century rendered stormwater pipes “undersized,” not that upstream development “caus[ed] an increased discharge of surface water to be directed to” their property. *Compare id. with* C. 908. Moreover, cases decided after *Reichert* make clear that this allegation cannot form the basis of a “negligent maintenance” claim. *Long*, 24 So. 3d 1115-1116 (citing *Byrd* and rejecting a negligent maintenance claim based on a failure to “enlarge” culverts and detention ponds to account for “increased discharge of surface water from the developments surrounding the Long property”).

⁸ The viability of the Millers’ trespass and nuisance claims depends on the viability of their “negligent maintenance” claim, and therefore those claims should have been dismissed, as well. *Long*, 24 So. 3d at 1116 (“[B]ecause the trial court properly entered the summary judgment on the Longs’ negligent-maintenance claim, the trial court’s disposal of the Longs’ nuisance and trespass claims was also proper.”). *See also Royal Auto., Inc. v. City of Vestavia Hills*, 995 So. 2d 154, 160 (Ala. 2008) (“The

B. Public policy considerations reinforce the conclusion that the Millers' claims sound in design/construction.

Alabama law is clear: allegations that a municipal stormwater system needs to be updated or enlarged are “clearly matters of design or construction.” *Byrd*, 937 So. 2d at 522. There are sound public policy reasons why this is the law and why this Court should reject the unprecedented expansion of a “negligent maintenance” cause of action in the trial court’s Order.

If an Alabama municipality could be sued for “negligent maintenance” arising out of an alleged failure to *upgrade* stormwater infrastructure that was properly designed and constructed (as the Millers do not dispute here), it would force every Alabama city to continually re-design and re-build every component of their stormwater infrastructure that did not meet design standards put into effect decades later. It would also subject cities to an endless number of “negligent maintenance” lawsuits because it would allow plaintiffs to repeatedly sue after every

trial court correctly found that because the businesses’ negligent-maintenance claims fail, their nuisance and trespass claims must also fail.”) (citing *Hilliard*, 585 So. 2d at 893; *City of Prattville v. Corley*, 892 So. 2d 845, 848 (Ala. 2003)); *Richardson v. Cty. of Mobile*, 327 So. 3d 1130, 1142 (Ala. 2020) (same).

event in which stormwater pipes are overwhelmed, without regard to when those pipes were built, what standards applied at the time, or how many times flooding had occurred in the past. Importantly, this would remain true even if, as here, a city undisputedly maintained its stormwater infrastructure *in its existing condition* by keeping it free of clogs, obstructions, and collapsed pipes.

Requiring every piece of stormwater infrastructure throughout every Alabama municipality to be constantly upgraded to ensure that property never floods—regardless of the size of a rain event or the standards to which the infrastructure was built—is not feasible from a financial or practical perspective. The financial burden imposed on Alabama cities would be enormous, and the disruption to other property owners, streets, sidewalks, businesses, homes, and property under and through which the infrastructure is built would be unfathomable.⁹ And

⁹ Many Alabama cities, including the City of Mountain Brook, have taken significant measures to ensure that older stormwater infrastructure performs as well as it reasonably can. For example, the City’s stormwater management ordinance requires, *inter alia*, that property owners constructing either new structures or renovating existing structures to take steps to ensure that the stormwater runoff from their property is not increased by the construction. C. 1060 (City Code § 113-293).

every time a flooding event occurred, the entire process would have to be repeated again. As Justice Mitchell recently recognized, this would effectively transform every city into a flood “insurer of last resort.” *Britt v. City of Hoover*, SC-2024-0530, 2025 Ala. LEXIS 54, at *11 (Ala. May 16, 2025) (Mitchell, J., concurring).

Those practical realities are why Alabama courts have steadfastly held that claims against municipalities which are based on an alleged failure to enlarge or upgrade stormwater infrastructure are design/construction claims. It is why design/construction claims may only be brought once and must be asserted within two years following the first post-construction flooding event caused by the negligent design or construction. *Byrd*, 937 So. 2d at 520. It is why damages in such a lawsuit are “are estimated on the hypothesis of an indefinite continuance of the nuisance, and thus affecting the permanent value of the property [such that]... one may not recover in successive suits, but his damages are awarded in solido in one action.” *City of Birmingham v. Leberte*, 773 So. 2d 440, 445 (Ala. 2000). And it is why Alabama courts uniformly hold that injunctive relief is not available for flooding allegedly caused by the

negligent design/construction of stormwater infrastructure because it is an “unabatable nuisance” based on a permanent condition. *Id.* at 446.

This does not leave property owners without a remedy. The first property owner injured by flooding caused by the negligent design or construction of stormwater infrastructure can recover “damages [which] are estimated on the hypothesis of an indefinite continuance of the nuisance, and thus affecting the permanent value of the property.” *Id.* at 445. Then, it is “presumed” as a matter of law that future sales of the property take into account damage that has been, and in the future may be, caused by design or construction issues associated with stormwater infrastructure. *Id.* And in this case, the Millers had an additional remedy they chose not to pursue. Indeed, if their testimony is credited, then the Millers were misled into buying the Property because, they say, the sellers did not truthfully answer questions regarding the flooding history of the property.

III. THE CITY IS PROTECTED BY SUBSTANTIVE IMMUNITY.

Substantive immunity provides an additional, independent basis for reversing the trial court and entering summary judgment in the City’s favor on all claims. The trial court rejected the City’s substantive

immunity argument, reasoning that the Millers “are not seeking relief directing Defendant to enforce or enact a specific ordinance.” C. 1162. Substantive immunity, however, applies in contexts other than the “enforcement” or “enactment” of ordinances. *See Cross v. City of Muscle Shoals*, 384 So. 3d 37, 41-42 (Ala. 2023) (“*Muscle Shoals (I)*”) (collecting cases); *Britt*, 2025 Ala. LEXIS 54, at *10 (Mitchell, J., concurring) (collecting cases and holding that “our Court has held that substantive immunity applies to a municipality’s policy decisions concerning public services”).

The facts in *Muscle Shoals (I)* are analogous to the facts presented here. In 2005, the City of Muscle Shoals purchased a retention pond located in a subdivision which would overflow and damage nearby property during heavy rain events. 384 So. 2d at 38. Shortly after purchasing the pond, Muscle Shoals solicited bids to repair it and subsequently hired a contractor to make the improvements. *Id.* In 2011, Muscle Shoals also enacted a stormwater ordinance, the purpose of which was to prevent flooding and erosion from stormwater runoff and redevelopment projects, and to protect existing natural stormwater resources. *Id.* at 39.

In 2019, Muscle Shoals experienced heavy rainfall, and the retention pond overflowed once again, damaging nearby property owned by citizens of Muscle Shoals. *Id.* Citizens filed suit in March 2020, alleging claims of negligence, trespass, and that Muscle Shoals failed to “properly construct, improve, and maintain” the retention pond. *Id.* The citizens sought monetary damages and an injunction requiring Muscle Shoals to “enact[] a comprehensive stormwater management plan, as required by the Drainage Manual, and/or to compel the compliance with the Drainage Manual in such a way as to prevent future flooding and subsequent damage.” *Id.* In other words, the plaintiffs sought injunctive relief that would require the city to enlarge or build new infrastructure to prevent flooding of the plaintiffs’ property. The City filed a motion to dismiss the injunctive relief claim based on substantive immunity, which the trial court denied. *Id.*

This Court reversed. Consistent with its prior decisions, the Court quoted *Rich v. City of Mobile* and explained that substantive immunity

“‘[P]revent[s] the imposition of a legal duty, the breach of which imposes liability, in those narrow areas of governmental activities essential to the well-being of the governed, where the imposition of liability can be reasonably calculated to materially thwart the City’s legitimate efforts to provide such public services.’ ... [S]ubstantive immunity []

must be given operative effect only in the context of those public service activities of governmental entities ... so laden with public interest as to outweigh the incidental duty to individual citizens.”

Id. at 41 (quoting *Rich*, 410 So. 2d at 387).

After discussing Alabama cases applying substantive immunity, the Court held that substantive immunity barred the citizens’ claim for injunctive relief:

The City’s decisions about its enactment of a plan or its enforcement of existing ordinances concerning its drainage systems are public-policy decisions made in connection with the City’s responsibility to provide for the public’s safety, health, and general welfare and fall into the category of actions excepted from the general rule of liability. That exception -- the substantive-immunity rule -- is applied in “those narrow areas of governmental activities essential to the well-being of the governed, where the imposition of liability can be reasonably calculated to materially thwart the City’s legitimate efforts to provide such public services.” *Rich*, 410 So. 2d at 387. Thus, *Rich* and its progeny control in this case, and substantive immunity applies to bar the residents’ claim for injunctive relief against the City.

Id. at 44 (emphasis added).

Muscle Shoals (I) remanded the case for further proceedings on the plaintiffs’ negligence and trespass claims seeking damages. Less than a week before the trial court in this case issued its summary judgment opinion, this Court granted a petition for a writ of mandamus filed by the

City of Muscle Shoals on the plaintiffs’ negligence and trespass claims. *Ex parte City of Muscle Shoals*, SC-2024-0524, 2025 Ala. LEXIS 30 (Ala. Mar. 28, 2025) (*Muscle Shoals II*). *Muscle Shoals II* explained that “the determinative question in this specific case seems not to involve a fault in the design itself, but the City’s choice in how to plan.” *Id.* at *29. This Court recognized that “[t]his question involves broader issues regarding the City’s policy choices about whether to plan for smaller probability floods, the effect on adjacent landowners, and annexation problems. These issues touch on broader questions involving the City’s stormwater-drainage system as a whole and questions involving other City residents, not just these plaintiffs. These questions touch on issues of substantive immunity, as the City suggests.” *Id.* *29.¹⁰

The recent case of *Britt v. City of Hoover*—which was decided after the trial court issued its summary judgment opinion in this case—

¹⁰ *Muscle Shoals (II)* did not decide whether substantive immunity barred the plaintiffs’ negligence and trespass claims because the plaintiffs failed to present substantial evidence that the city negligently designed or constructed the retention pond at issue. Specifically, *Muscle Shoals (II)* held “[t]he evidence produced did not show that the City breached any duty it might have by failing to plan for larger, less probable rainfall events.” *Id.* at *30.

affirmed that the City of Hoover was entitled to substantive immunity on residents' claims arising out of flooding in a closely analogous case. SC-2024-0530, 2025 Ala. LEXIS 54 (Ala. May 16, 2025).¹¹

Sylvia Britt, a Hoover resident, sued the City of Hoover after her property flooded during a heavy rainfall event, seeking damages and injunctive relief. 2025 Ala. LEXIS 54, at *1. Prior to the flooding event, the City of Hoover hired Schoel Engineering to assess the city's drainage system. *Id.* at *2. One of Schoel's reports focused on Britt's neighborhood, and that report "suggested a number of improvements that could be made, ranging from the minor removal of sediment in drainage channels to the permanent installation of a new pipe." *Id.* at *3.

A few months after Schoel's reports were provided to the City of Hoover, Britt's home flooded during a heavy rain event. *Id.* at *4. Britt and others sued the City of Hoover, Jefferson County, and ALDOT, alleging that nearby developments had "replaced existing soil and vegetation with nonabsorbent pavement and sidewalks. This, in turn,

¹¹ Although not binding, Justice Mitchell's concurring opinion is persuasive authority. *Casey v. Beeker*, 321 So. 3d 662, 670 n.6 (Ala. 2020).

allegedly caused excess stormwater runoff to drain into Green Valley, flooding the plaintiffs' homes." *Id.* at *4. Like the Millers, the *Britt* plaintiffs "alleged that the City had negligently maintained the drainage system and that, because the system was insufficient for the excess runoff, it had contributed to the flooding." *Id.* The *Britt* plaintiffs sought damages and injunctive relief.

The trial court in *Britt* granted the City of Hoover's summary judgment motion, finding that the plaintiffs' claims were barred by substantive immunity, and this Court affirmed. 2025 Ala. LEXIS 54. In his concurring opinion, Justice Mitchell explained the purpose of substantive immunity and why it barred the plaintiffs' claim for injunctive relief:

Part of the courts' traditional role when hearing a tort claim is to determine the scope of the defendant's duties and to whom those duties are owed. *See DiBiasi v. Joe Wheeler Elec. Membership Corp.*, 988 So. 2d 454, 460 (Ala. 2008) (stressing that "the existence of a duty is a strictly legal question to be determined by the court" (citations omitted)). After all, for a plaintiff to successfully bring a claim in tort, there must first be an underlying duty owed to the plaintiff. *Macrum v. Security Tr. & Sav. Co.*, 221 Ala. 419, 421, 129 So. 74, 76 (1930) (noting that it is "axiomatic that there can be no tort action maintained except against one who owned a duty fixed by law to the plaintiff"). Consequently, for a plaintiff to succeed in suing a municipality either for equitable relief or when one of the immunity statute's exceptions apply, a court

must first determine if the municipality owed that plaintiff a duty.

And that is the role our Court played when it announced the substantive-immunity doctrine in *Rich*. In that case, the plaintiffs asked this Court to hold that “the duty imposed upon the City ... inspectors is one which is owed, not to the public generally ..., but to individual homeowners.” 410 So. 2d at 385. In response, this Court determined that public-policy considerations “prevent the imposition of a legal duty, the breach of which imposes liability, in those narrow areas of governmental activities essential to the well-being of the governed.” *Id.* at 387 (emphasis added). This rule, the Court stressed, was “given operative effect only in the context of those public service activities of governmental entities ... so laden with the public interest as to outweigh the incidental duty to individual citizens.” *Id.* at 387-88. Thus, *Rich* simply defined the scope of a municipality’s duties. In particular, our Court determined that, when serving the general public, a municipality owes a duty to the public as a whole and not to individuals.

[...]

In this appeal, Britt challenges the City’s decision not to expand and replace the pipes under Green Valley. Municipal decisions regarding drainage systems and stormwater management are classic examples of duties owed to the public at large and not to individual plaintiffs. *City of Muscle Shoals*, 384 So. 3d at 41-44. Indeed, they are policy decisions regarding the provision of a public service. *See Hilliard*, 585 So. 2d at 891-92. As a result, the doctrine of substantive immunity prevents the imposition of a duty on the City that is owed to Britt individually. Her claims for injunctive and declaratory relief are therefore barred as a matter of law. As a result, the trial court correctly granted the City’s summary-judgment motion on these claims, and I agree that we should affirm this aspect of its ruling.

In my view, this application of the substantive-immunity doctrine to bar Britt's claims is limited. I believe that, **in keeping with recent precedent, there is no duty – owed to individual plaintiffs – to either affirmatively expand a drainage system or to prevent flooding.** See *City of Muscle Shoals*, 384 So. 3d at 41-44. To hold otherwise would impermissibly transform the City's duty to the general public, which is enforced through democratic politics, into a legal duty owed to individuals, which is enforced by courts. It would also excessively burden the City's "broa[d] requirement ... to provide for the public health, safety, and general welfare of its citizenry," thereby limiting its practical ability to do so. *Rich*, 410 So. 2d at 387. And imposing such a duty here would, in effect, turn the City into an insurer of last resort for flood damage on private property.

Id. at *6-8, 10-11 (emphasis added).¹²

Like the *Britt* plaintiffs, the Millers argued (and the trial court found) that the City's decision not to proceed with the 3-phase plan designed by Schoel in 2022 "amounts to negligent maintenance." C. 384. In deciding not to proceed with the 3-phase project proposed by Schoel, the City considered a myriad of factors, including: (i) the estimated

¹² Justice Mitchell noted, "I do not believe, however, that we need to disturb any precedent that imposes a duty to individuals when a municipality either causes flooding or negligently designs and constructs a drainage system." *Id.* at *11. Here, the Millers disavowed any claim that the stormwater drainage pipes at issue were negligently designed or constructed. C. 906.

initial cost of \$3,944,000; (ii) the potential increase in flow rates and surface elevations downstream that could affect other citizens; (iii) the opposition from numerous downstream residents who were threatening to sue the City if the work was performed; (iv) the additional studies and additional work that would have to be performed further downstream which would further increase the estimated cost of the project; and (v) the fact that expert engineers informed the City that the 3-phase project, even if completed, would not “meaningfully improve”—much less solve—the historical flooding at 2801 Montevallo Road. C. 787; C. 630-632; C. 1104-1112. Notably, Schoel’s 3-phase plan contemplated the construction of stormwater infrastructure *beyond* what is required by current standards. C. 822-823 (the 3-phase plan was designed under the assumption of a 100-year, 6-hour event); C. 784 (current subdivision standards are a 25-year event).

Schoel recommended that the City **not** move forward with the 3-phase project “because the cost of the project outweighed the marginal benefit it provided. In addition, it was determined that the implementation of the drainage improvement project would likely cause downstream impacts. Due to this, the project would have to be extended

downstream to mitigate the expected impacts, which would have significantly increased the overall cost of the project.” C. 787.

When weighing these considerations, the City was necessarily making a “public-policy decision” protected by substantive immunity. *Muscle Shoals (I)*, 384 So. 3d at 44. Indeed, municipal “decisions not to expand and replace [] pipes ... are classic examples of duties owed to the public at large and not to individual plaintiffs.” *Britt*, 2025 Ala. LEXIS 54, at *10 (Mitchell, J., concurring). This is particularly true because “stormwater management is a public-service activity exercised for the collective benefit of all residents of the City, not just certain residents[.]” *Muscle Shoals (I)*, 384 So. 3d at 43.

The trial court did not acknowledge, much less analyze, the factors the City weighed when deciding whether to proceed with Schoel’s 3-phase plan. Instead, it summarily rejected the City’s substantive immunity argument, citing *Kennedy v. City of Montgomery*, 423 So. 2d 187 (Ala. 1982) for the proposition that substantive immunity was inapplicable because “the plaintiffs in *Kennedy*, much like Plaintiffs in the case at hand, were not asking the city to enforce or enact a specific ordinance.” C. 1162. The trial court further reasoned that “in *Kennedy*, the Alabama

Supreme Court ‘recognized a distinction between a policy decision made by a city and culpable conduct engaged in by a city.’” *Id.*

Kennedy, however, did not decide whether the City of Montgomery made a nonreviewable policy decision. To the contrary, *Kennedy* specifically noted that “[e]vidence was presented that the problem could be remedied only by spending \$500,000 to \$1,000,000 to install larger drainage pipes in the area,” and found that “[f]urther exploration of the factual matters discussed above is necessary to determine if the city engaged in a nonreviewable policy decision or in culpable conduct, either negligent or wanton.” 423 So. 2d at 189-90. *Kennedy* therefore recognized that a municipality’s decision regarding whether to update and enlarge stormwater drainage infrastructure may indeed be “a nonreviewable policy decision” as opposed to “culpable conduct.” *Id.*

Muscle Shoals (I), *Muscle Shoals (II)*, and *Britt* remove any doubt on this issue, and clearly hold that the City here made a policy decision that triggers substantive immunity, just as *Kennedy* contemplated. See *Britt*, 2025 Ala. LEXIS, at *10 (“Britt challenges the City’s decision not to expand and replace the pipes under Green Valley. Municipal decisions regarding drainage systems and stormwater management are classic

examples of duties owed to the public at large and not to individual plaintiffs.”); *Ex parte City of Muscle Shoals*, 2025 Ala. LEXIS, at *29 (whether city should have constructed larger infrastructure capable of handling more severe rain events implicates “broader issues regarding the City’s policy choices about whether to plan for smaller probability floods, the effect on adjacent landowners, and annexation problems. These issues touch on broader questions involving the City’s stormwater-drainage system as a whole and questions involving other City residents, not just these plaintiffs. These questions touch on issues of substantive immunity, as the City suggests.”); *Muscle Shoals (I)*, 384 So. 2d at 44 (specifically discussing *Kennedy* and explaining that the City of Muscle Shoals’ “decisions about its enactment of a plan or its enforcement of existing ordinances concerning its drainage systems are public-policy decisions made in connection with the City’s responsibility to provide for the public’s safety, health, and general welfare and fall into the category of actions excepted from the general rule of liability” by substantive immunity).

Alabama is not alone in following this rule. For example, in *Lorman v. City of Rutland*, the Supreme Court of Vermont affirmed summary

judgment in the city's favor on the plaintiff's claims for negligence, trespass, and nuisance, explaining that the city was immune from those claims:

There is no suggestion that any particular "maintenance" would have prevented the damages here. The issue is redesigning the system. Indeed, as part of their requested relief, plaintiffs seek a permanent injunction ordering the City to "design, construct, and maintain a reasonable and adequate remedy to the storm/wastewater system in the vicinity of [their] property so that they are not put in peril of future losses and damages from storm water and/or wastewater." **The proper design of the City's sewer system must be left to the City. ... Thus, for the reasons set forth above, we conclude as a matter of law that the City is immune from plaintiffs' negligence claim here.**

207 Vt. at 613, 193 A.3d at 1183-84 (collecting cases) (emphasis added).

The United States Supreme Court has similarly recognized that "[t]he duties of the municipal authorities, in adopting a general plan of drainage, and determining when and where sewers shall be built, of what size and at what level, are of a quasi judicial nature, involving the exercise of deliberate judgment and large discretion, and depending upon considerations affecting the public health and general convenience throughout an extensive territory[.]" *Johnston v. District of Columbia*, 118 U.S. 19, 20-21 (1886). Thus, a city's "exercise of such judgment and discretion, in the selection and adoption of the general plan or system of

drainage, is not subject to revision by a court or jury in a private action for not sufficiently draining a particular lot of land.” *Id.*

For all these reasons, the trial court erred in rejecting the City’s substantive immunity argument.

IV. AT A MINIMUM, THE TRIAL COURT ERRED IN ENTERING OFFENSIVE SUMMARY JUDGMENT AGAINST THE CITY.

The trial court’s judgment should be reversed, and this case should be remanded with instructions to enter summary judgment in the City’s favor, for all of the reasons set forth above. Additionally, at a bare minimum, the trial court’s Order entering offensive summary judgment against the City should be vacated for both the reasons above and the additional reasons below.

A. The trial court erred in concluding, as a matter of law, that the City was “negligent” because Schoel’s 3-phase project was “reasonable.”

Although the Millers’ partial summary judgment motion did not ask for summary judgment on their negligent “maintenance” claim, the trial court addressed the claim anyway. In entering offensive summary judgment in favor of the Millers on this claim, the trial court found that it was purportedly “undisputed that development permitted by Defendant has adversely impacted Defendant’s drainage system in the

area of Plaintiffs' property and that Defendant's drainpipes at issue are no longer adequate." C. 1158. Further, the trial court found that Schoel's 3-phase plan constituted "reasonable remediation design plans" that the City should have paid implemented, using this finding as a springboard to enter offensive summary judgment on the Millers' "negligent maintenance" claim. Stated another way, the trial court found that the City's decision not to implement Schoel's 3-phase plan constituted negligence *as a matter of law*.

No Alabama case supports the proposition that a city's decision regarding whether to implement a multi-million-dollar project to upgrade and enlarge stormwater infrastructure can form the basis of a "negligent maintenance" claim. And there is certainly no case which holds that a city's decision not to implement a multi-million-dollar drainage project can be "negligent" where the city considered numerous factors in arriving in decision, including the engineer's recommendation not to go forward with the project.¹³

¹³ The trial court cited *Reichert* for the proposition that offensive summary judgment was appropriate on the Millers' claims. C. 1158. *Reichert* did not enter offensive summary judgment against the City of Mobile but rather reversed summary judgment granted in the City's favor on the plaintiff's negligent maintenance claim and remanded the

Trial courts typically do not make such “reasonableness” determinations at summary judgment. *See Fuller v. Tractor & Equip. Co.*, 545 So. 2d 757, 759 (Ala. 1989) (“Because of the nature of negligence actions, with their questions of reasonableness, ... summary judgment will not ordinarily be granted.”). Here, the record reflects that the City considered numerous factors in deciding not to move forward with the 3-phase project. *See* pp. 54-56 *supra*. All those factors bear on whether the City’s decision was “reasonable.” Moreover, Schoel—who is the only expert in this case—recommended that the City **not** proceed with the 3-phase project because its cost outweighed its benefit and because it would not “meaningfully improve conditions at 2801 Montevallo Road.” C. 787.

Even assuming *arguendo* that substantive immunity does not bar the Millers’ claims (it does), there is substantial evidence in the record that the City’s decision not to proceed with the 3-phase project was “reasonable.” The trial court erred in holding to the contrary. *Shaffer v. Regions Fin. Corp.*, 29 So. 3d 872, 883 (Ala. 2009) (reversing summary judgment because “the reasonableness of Shaffer’s judgment is a

case for further proceedings. 776 So. 2d at 766. The City’s research has not located any Alabama case where offensive summary judgment was entered against a city under any similar fact pattern.

question of fact”); *Hankins v. Crane*, 979 So. 2d 801, 808-09 (Ala. Civ. App. 2007) (noting that “[o]n an offensive motion for summary judgment ... the plaintiff[s] must conclusively prove every element of [their] claim”) (citation omitted).

B. The trial court’s permanent injunction violates settled law.

The trial court’s permanent injunction is legal error for all the reasons set forth above in Argument §§ I, II and III. But even if those dispositive shortcomings are ignored, the trial court’s injunction still cannot stand. In its entirety, the trial court’s permanent injunction states:

Defendant City of Mountain Brook is hereby enjoined from flooding 2801 Montevallo Road, Mountain Brook, Alabama 35223. This Court acknowledges that it cannot dictate the means of preventing the overflow and, therefore, cannot be accused of interfering with the operation and functioning of the municipal authority in trying to solve the City’s overall drainages situation.

C. 1159. There are numerous fatal deficiencies in this injunction.

First, the trial court’s permanent injunction irreconcilably conflicts with its finding that Schoel’s 3-phase project was “reasonable” and that, by failing to implement that project, the City is liable for negligent “maintenance.” C. 1158. That finding directly conflicts with the trial

court's statement it purportedly "cannot be accused of interfering with the operation and functioning of the municipal authority in trying to solve the City's overall drainages situation." C. 1159. That is exactly what the trial court's injunction does.

Second, Rule 65(d)(2) is clear: "Every order granting an injunction shall set forth the reasons for its issuance; shall be specific in terms; shall describe in reasonable detail, and not by reference to the complaint or other document, the act or acts sought to be restrained." ALA. R. CIV. P. 65(d)(2). The trial court's injunction is impermissibly broad and vague. On its face, the injunction appears to require that the City rip out the existing stormwater infrastructure and install new stormwater infrastructure sufficient to handle every rain event from now until the end of time, regardless of the severity of the rain event. That is obviously untenable. *See CraneWorks*, 239 So. 3d at 569 (reversing injunction which was "broad and vague rather than 'specific in [its] terms'").

Indeed, the problem with this Court's injunction is illustrated by the Millers' own arguments. Specifically, and in response to the undisputed evidence which shows that the Property would have flooded on May 15, 2023 even if surrounding infrastructure were built to present

day standards, C. 785, the Millers argued that “whether today’s standards would prevent the May 15, 2023 flood is not a relevant fact to be determined in this case.” C. 920. This begs the questions: What would be deemed compliance with the trial court’s injunction, and what would happen if the City built new infrastructure to present day standards (or even beyond present day standards), but the Property flooded again because a subsequent rain event was more severe than the pipes could handle? These issues lay bare the fundamental flaw in the Millers’ arguments and the trial court’s Order, which effectively imposes strict liability on the City and requires it to forever prevent flooding that engineers have repeatedly concluded cannot be prevented.

C. The trial court erred with respect to prescription.

The trial court also erred in rejecting the City’s prescription argument.

First, the trial court held that the City “did not seek a declaratory judgment that it possessed a prescriptive easement or in any other way claim such a right until the filings of its response brief.” C. 1161. There is nothing improper about the City raising a prescription argument in response to the Millers’ offensive summary judgment motion, and the

City was not required to assert a counterclaim to preserve its prescription argument. Nor did the Millers make any such assertion in responding to the City's prescription argument. C. 894-95.

Second, and with respect to the merits, the trial court found that “Defendant failed to present any evidence that the use was exclusive and uninterrupted for twenty years.” C. 1161. This holding ignored the undisputed evidence showing that the Property has flooded for more than 70 years during heavy rains. C. 1041-42. The trial court also failed to recognize that the flooding does not have to be literally continuous for 20 years for the doctrine of prescription to bar the Millers' claims. *See Beatty*, 295 So. 2d at 389 (recognizing that prescription may have been a viable defense, but that the ditch had only be overflowing for “seven or eight years”); *Stewart v. Shook Hill Rd. Prop. Owners' Ass'n*, 726 So. 2d 694 (Ala. Civ. App. 1998) (finding that prescription barred plaintiffs' claims, notwithstanding their alleged lack of knowledge of the drainage pipe, because “the drainage pipe had been in existence, and used to channel water onto the Stewarts' property, for approximately 50 years”). Indeed, the Alabama Pattern Jury Instruction for a prescription defense to a nuisance claim make this clear: “The harm does not have to happen

every day, but when it does happen it must be the same kind and degree over the [prescriptive] period.” Alabama Pattern Jury Instructions - Civil APJI 18.30.

D. The trial court erred in rejecting on the City’s “Act of God” and “Coming to the Nuisance” defenses, which necessarily entail factual determinations for a finder of fact.

Finally, the trial court rejected both the City’s “Act of God” and “Coming to the Nuisance” defenses, deciding both as a matter of law. This, too, was reversible error.

With respect to the City’s “Act of God” defense, the trial court held that the “flooding of Plaintiffs’ property is foreseeable and expected” because it had flooded before, and therefore the May 15, 2023 flooding event was not “an unprecedented act-of-God.” C. 1159. Foreseeability is “commonly a question for the trier of fact.” *Peters v. Calhoun County Comm’n*, 669 So. 2d 847, 850 (Ala. 1995). Moreover, whether a particular rain event should be deemed “so unprecedented” that it constitutes an act of God is a jury question. *See Bradford v. Stanley*, 355 So. 2d 328, 330 (Ala. 1978) (“It was a jury question to determine whether or not the rainfall was so unprecedented as to be deemed an act of God”).

With respect to the City's "coming to the nuisance" defense, the trial court found that "[n]o Alabama case law has been cited that recognizes the doctrine of coming to the nuisance." C. 1158. That is incorrect. The City cited cases in support of its argument with respect to this defense. C. 658 (citing *Mountain Brook Estates, Inc. v. Solomon*, 23 So. 2d 1, 5 (Ala. 1945) and *Martin Bldg. Co. v. Imperial Laundry Co.*, 124 So. 82, 84 (Ala. 1929)).

CONCLUSION

The Appellant City of Mountain Brook respectfully requests this Court reverse the Circuit Court's judgment and remand this case with instructions to instead enter judgment in the City's favor.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

1. This brief complies with the type-volume limitation of ALA. R. APP. P. 28(j)(1) because this brief contains 12,751 words, excluding the parts of the brief exempted by ALA. R. APP. P. 28(j)(1) and 32(c), as counted by the word count function of Microsoft Word processing software.

2. This brief complies with the typeface and type style requirements of ALA. R. APP. P. 32(a)(7) because this brief has been prepared in a proportionately spaced typeface using the Microsoft Word processing software in 14-point Century Schoolbook font.

s/ Benjamin T. Presley
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CERTIFICATE OF SERVICE

I do hereby certify that on **September 18, 2025**, I electronically filed the foregoing with the Clerk of the Court using this Court's electronic filing system and it has been served upon the below counsel of record by e-mail and by placing same in the United States mail, postage pre-paid and properly addressed as follows:

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IN THE SUPREME COURT OF ALABAMA

CITY OF MOUNTAIN BROOK, ALABAMA,

Appellant/Defendant,

vs.

RODNEY E. MILLER and MARY LEAH MILLER,

Appellees/Plaintiffs.

On Appeal from the Circuit Court of Jefferson County, Alabama
Case No. CV-2024-901073

**MOTION FOR LEAVE TO APPEAR AS *AMICI CURIAE* AND
FILE THE ATTACHED *AMICUS* BRIEF BY THE
CITIES OF TUSCALOOSA, HOOVER, MOBILE, THORSBY,
CALERA, HARPERSVILLE, MONTEVALLO, COLUMBIANA,
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MOTION FOR LEAVE TO FILE *AMICUS*
BRIEF IN SUPPORT OF APPELLANT

The Alabama cities of TUSCALOOSA, HOOVER, MOBILE, THORSBY, CALERA, HARPERSVILLE, MONTEVALLO, COLUMBIANA, VINCENT, MONTGOMERY, and HUNTSVILLE, pursuant to ALA. R. APP. P. 29, respectfully seek leave to appear in this matter as *amici curiae* and to file the attached *amicus* brief in support of the Appellant, The City of Mountain Brook. In support, these cities state as follows:

1. Each of these Alabama municipalities has a vested interest in the outcome of this appeal and, like all Alabama cities, will be directly affected by this Court's ruling. These cities believe it will be invaluable for this Court to consider the perspective and interests of various municipalities across the state of Alabama when weighing the merits of the asserted interests of the individual landowners who filed this action. All the undersigned cities are of the strong opinion that the trial court's Order at issue, were it to be affirmed by this Court, would drastically change the law of this State and would have a significant deleterious effect on cities (and consequently taxpayers) across Alabama.

2. The undersigned municipalities regularly contend with water management and complicated issues related to hydrology and varied topography, and each of them face periodic (and sometimes frequent) flooding due to weather events. Several of the undersigned are in regions in which these issues are particularly complex due to numerous factors (including proximity to the coast and/or large bodies of water) which can cause unavoidable flooding beyond their control. When it comes to water management issues and stormwater drainage, all cities are faced with the reality that perfection is not possible, flooding cannot always be prevented, and when planning for such events, they must focus on the interests of the public as a whole rather than the interests of individual landowners.

3. The impossible situation each city would face were this Court to affirm the strict liability for flooding standard utilized by the trial court here cannot be overstated. The same is true were this Court to condone the trial court's failure to recognize substantive immunity in the case at hand, including a city's obligation to consider the effect of the proposed drainage projects on all citizens, not just a few. Likewise, all the undersigned cities would be significantly harmed were this Court to

abandon current Alabama law and instead adopt the trial court's unprecedented expansion of "negligent maintenance" to basically subsume claims heretofore recognized as strictly ones for "negligent construction or design," thereby eviscerating the statute of limitations period applicable to those claims heretofore.

4. Several of the undersigned cities have been directly involved in the key litigation before this Court over the last few decades which forms the basis of our State's law governing the above-referenced issues and which the trial court here disregarded. These cities have a particularly strong interest in advocating that these well-established principles of law (and the reasoning behind them) be upheld and followed by trial courts across the state rather than misconstrued and abandoned, as occurred here.

For these reasons, these cities respectfully request that this Court grant them leave to appear as *amici curiae* in this matter and accept the attached simultaneously-filed *amicus* brief.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

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IN THE SUPREME COURT OF ALABAMA

CITY OF MOUNTAIN BROOK, ALABAMA,

Appellant/Defendant,

vs.

RODNEY E. MILLER and MARY LEAH MILLER,

Appellees/Plaintiffs.

On Appeal from the Circuit Court of Jefferson County, Alabama
Case No. CV-2024-901073

**AMICUS BRIEF BY THE
CITIES OF TUSCALOOSA, HOOVER, MOBILE, THORSBY,
CALERA, HARPERSVILLE, MONTEVALLO, COLUMBIANA,
VINCENT, MONTGOMERY, AND HUNTSVILLE, ALABAMA**

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STATEMENT OF THE ISSUE

Whether the trial court's Order in this case is due to be reversed as completely at odds with long-standing Alabama law.

STATEMENT OF THE CASE/STATEMENT OF THE FACTS

The undersigned *amici* hereby adopt the Statement of the Case and Facts set out in the Brief of the Appellant, the City of Mountain Brook.

SUMMARY OF THE ARGUMENT

Stormwater management is well-recognized in Alabama as a public-service activity exercised for the collective benefit of all residents of a city, not just certain private landowners who may have purchased land in flood prone areas. This Court has regularly and very recently (*i.e.*, within the last year) dealt with similar litigation involving stormwater drainage systems and rejected claims that a city be forced to expand a drainage system and/or be held to a standard of preventing all possible flooding. This Court has also rejected the proposition that a property owner can force a municipality operating a stormwater drainage system *functioning exactly as it was designed* and capable of handling many weather events to expand the system to handle larger, less probable weather events, despite the fact that, as here, the existing system is not alleged to have been negligently designed or constructed. This Court has made clear that a city's decisions about the enactment of plans concerning replacement of existing drainage systems are public policy decisions made pursuant to a city's duty to the public as a whole, not to individual landowners, and are therefore subject to the substantive-

immunity rule – a reality which cities cannot ignore but which was wholly ignored by the trial court here.

Certainly this Court has *never* imposed a standard of liability like the trial court applied here. The trial court improperly: (1) deemed a city strictly liable for any stormwater overflow flooding occurring on private property, (2) disregarded undisputed evidence that the drainage system at issue was properly designed and functioning as designed with no evidence of any blockage or collapse, (3) ordered the city to prevent *all* future overflow or flooding on the landowner's property (to the detriment of adjoining landowners) without any acknowledgment of the city's duty to the public as a whole and right to substantive immunity on such planning decisions, and (4) required the city to prevent future flooding on property which has been studied repeatedly and shown, for topographical reasons, to have been subject to weather-related flooding for as long as the city system has existed.

Were this Order upheld, it would place a burden on Alabama cities which they could not bear – *i.e.* the burden to pay for damages from all flooding which occurs on private property on which there exists a city-owned easement for drainage *and* the burden of instituting immediate

efforts to replace any and all stormwater infrastructure at issue *and* then continually repeat both of those efforts every time another weather event causes flooding on private property, regardless of whether the infrastructure was properly designed and functioning as designed and regardless of the magnitude of the causative weather event. The financial and logistical burden of such a holding would be unprecedented and unsustainable. The undersigned municipalities strongly urge this Court to consider the reality that not only are cities unable to upgrade all infrastructure in a way that would guarantee no overflow or flooding would occur after every weather event, their liability would be never ending were this Order affirmed, as there would always be the specter of subsequent, larger weather events and flooding (regardless of the standard to which the infrastructure was built or re-built), continually giving rise to a requirement they repeat the process all over again.

ARGUMENT

I. THE TRIAL COURT’S ORDER MISINTERPRETS ALABAMA LAW AND IMPROPERLY IMPOSES STRICT LIABILITY ON CITIES FOR STORMWATER DRAINAGE/FLOODING ON PRIVATE PROPERTY.

The primary source of the trial court’s error is its mistaken, blanket holding that “[*Mountain Brook v. Beatty* [295 So. 2d 388 (Ala. 1974)] imposes a duty on Defendant ‘to maintain its drainage easement so as not to cause an overflow’ on Plaintiffs’ property.” (C. 1154) The trial court based its entire holding on this purported “duty,” finding that if there is a showing by a property owner of overflow from the drainpipes in the easement, that necessarily equates with a breach of this “duty” and amounts to not only strict liability for damages but also cause to permanently enjoin a city from permitting any further flooding on the property. (*Id.*) This presumption that a city has a duty to prevent all stormwater overflow on private property and is therefore strictly liable for damages resulting from any such overflow is a monumental divergence from the holdings of this Court in similar cases. If upheld, it would amount to a complete sea change in this area of the law.

The trial court misses that this Court’s holding in *Beatty* was a limited one, dealing only with the limits of a prescriptive easement. This

Court held that an open drainage ditch present for over 20 years *did* amount to a prescriptive easement but floodwater which exceeded the limits of that ditch which had *not* been occurring for over 20 years was not part of the prescriptive easement. The *Beatty* Court made clear that its holding was factually limited to the prescriptive easement setting. 295 So. 2d at 403. (“[T]he respondent does not argue the general water law in brief, **but argues only the claim of prescription.**” (emphasis added)).

And for good measure, this Court subsequently reiterated the limited nature of *Beatty* in the stormwater drainage case of *Birmingham v. Fairfield*, 375 So. 2d 438 (Ala. 1979), clarifying:

Should our decision in *Mountain Brook v. Beatty* be considered as conflicting with our decision here, we point out that the cases are distinguishable. In [*Beatty*], we held the City’s acquisition of a *prescriptive easement* for drainage over plaintiffs’ private property did not carry with it a right to flood the plaintiffs’ adjacent land; only if the flooding had continued over the prescriptive period could the City have acquired such a right by prescription...[*Beatty*] did not turn upon the liability of a municipality when it acts under statutory authority to create municipal drainage improvements. Indeed, the precedents on which this Court relied for that [*Beatty*] decision were not those relevant under the issues here. Thus, the [*Beatty*] decision is not apropos in this instance.

Id. at 443-44. The trial court’s Order states it nonetheless relied upon *Beatty* because it deals with an easement. (C. 1154-1155) The Order,

however, fails to appreciate the differences between, on the one hand, an analysis of the limits of prescriptive rights and, on the other hand as here, the imposition of liability based on a drainage system functioning exactly as it was designed after the City commissioned and considered considerable study by engineers, received recommendations against the changes sought, and with considered, undisputed evidence other landowners would be adversely affected by the proposed changes. When viewed in light of the facts before it and the holdings of this Court in the decades since *Beatty*, it is clear the trial court vastly oversimplified the issue by holding that *Beatty* creates a black-and-white duty on a city to prevent all overflow flooding, end of story. The undersigned cities strongly urge this Court to rectify this error.

II. THE TRIAL COURT’S ORDER IGNORES THIS COURT’S HOLDINGS ON SUBSTANTIVE IMMUNITY, THE UNDISPUTED EVIDENCE BEFORE IT THAT THE CHANGES SOUGHT WOULD ADVERSELY AFFECT OTHER LANDOWNERS, AND A CITY’S LARGER OBLIGATION TO THE PUBLIC AS A WHOLE.

This Court has issued two opinions just this year which dictate a reversal of its holding. First, in *Ex parte City of Muscle Shoals*, No. SC-2024-0524, 2025 WL 939487 (Ala. Mar. 28, 2025), Justice Bryan authored an opinion dealing directly with the issue of a city’s management of

stormwater drainage and claims (similar to the Millers' claims) that the City failed to plan for future, higher magnitude weather events and should therefore be liable for overflow flooding due to use of a less robust drainage system which lacked capacity to handle larger weather events. In *Muscle Shoals*, Justice Bryan's opinion (in which all members of this Court concurred or concurred in the result) clarified that, while not determinative of the issues in that case, an assertion that a city failed to plan for and install a drainage system equipped to handle higher magnitude rainfall events is a question "touch[ing] on issues of substantive immunity." *Id.* at *10. The Court then pointed to evidence demonstrating the City used standard practice to plan for a certain level of rainfall and was entitled to summary judgment in its favor. *Id.* at *11. There was no finding by this Court in this recent opinion which would suggest a city's failure to prevent all flooding from weather events of any magnitude renders the city strictly liable or does away with considerations of substantive immunity.

Likewise, in *Britt v. City of Hoover*, No. SC-2024-0530, 2025 Ala. LEXIS 54 (Ala. May 16, 2025), this Court affirmed summary judgment for the City of Hoover in a similar drainage/flooding case. Reiterating the

principles set out in *Rich v. City of Mobile*, 410 So. 2d 385 (Ala. 1982), Justice Mitchell authored a special concurrence emphasizing this Court’s responsibility to apply the substantive immunity doctrine to claims very similar to those made by the Millers in the case at hand. Specifically, Justice Mitchell explained that *a challenge to a city’s decision not to expand or replace drainage pipes* involved a municipality’s “policy decision regarding the provision of a public service.” *Britt*, 2025 Ala. LEXIS at *10. For this reason, he explained, the doctrine of substantive immunity prevents the imposition of a duty on the City owed to landowners individually, concluding the Plaintiff’s claims for injunctive relief were therefore “barred as a matter of law.” *Id.* The undersigned cities ask this Court to apply the same analysis articulated by members of this Court in both of these very recent cases to the case at hand.

The trial court’s Order failed to appreciate that the Millers’ challenge to what was shown to be a considered decision by the City of Mountain Brook not to expand the drainage system directly implicates the doctrine of substantive immunity. This in turn defeats any claim that the City owed a duty to the Millers individually and bars their claims as a matter of law. The trial court’s Order in the case at hand simply cannot

be squared with these recent holdings and the decades of case law upon which they rely, including *Cross v. City of Muscle Shoals*, 384 So. 3d 37, 44 (Ala. 2023) (explaining that “the City’s decisions about the enactment of a plan...concerning its drainage systems are public-policy decisions made in connection with the City’s responsibility to provide for the public’s safety, health, and general welfare and fall into the category of actions excepted from the general rule of liability”), and *Rich v. Mobile*, 410 So. 2d at 387 (emphasizing that a city’s “larger obligation to the whole of its resident population **is paramount**” (emphasis added)). Were this Court to uphold the trial court’s ruling in this case, which creates and imposes a duty to individual landowners and completely fails to address a city’s larger obligation to the general public, it would undo decades of holdings applying the doctrine of substantive immunity and would be extremely prejudicial to all cities in our state dealing with this difficult balance.

III. THE TRIAL COURT’S ORDER DRASTICALLY AND IMPROPERLY EXPANDS THE CAUSE OF ACTION FOR NEGLIGENT MAINTENANCE TO INCLUDE CLAIMS THAT ARE ACTUALLY NEGLIGENT DESIGN CLAIMS.

The trial court’s Order embodies a dangerous expansion of the cause of action for negligent maintenance. If allowed to stand, this would

work an additional significant change to the law of our state. It would also be directly prejudicial to cities across Alabama as it would allow a complete “work-around” to the statute of limitations heretofore applicable to negligent design claims. The Millers’ claim at its core, and regardless of how they attempted to label it, is that the City of Mountain Brook’s drainage pipes have become taxed by the growth of the city and are “no longer adequate due to development.” (C. 102) There was no proof, and no argument by the Millers, that the system was not operating as designed or not maintained *in its existing condition*. Their claim is instead only that the system’s design is now outdated. The trial court mistakenly allowed them to stretch this theory into a claim for negligent maintenance in contravention of Alabama law.

In Alabama, a cause of action for negligent maintenance has been specifically held *not* to include claims of “failing to update a drainage system” to accommodate increased water due to development as the Millers claim. Rather, to sustain a cause of action for negligent maintenance in our state requires “evidence from which a jury could reasonably conclude that the flooding of their property was proximately caused by the City’s failure to provide appropriate upkeep for a storm

drainage system **in its existing condition**, rather than by the City's failure to correct any alleged design or construction problems with... that system." *Long v. City of Athens*, 24 So. 3d 1110, 1115 (Ala. 2009), *quoting Reichert v. City of Mobile*, 776 So. 2d 761, 765-66 (Ala. 2000) (emphasis added). As the *Long* Court explained:

The Longs' theory of recovery for their claim of negligent maintenance is that, by **failing to update the drainage systems to accommodate an increased discharge of surface water from developments surrounding the property**, the City failed to maintain those systems. ... [R]ecommendations of the various studies conducted ... included enlarging the culverts ... **Those recommendations speak to matters of design, ... [and] the Longs did not present substantial evidence to avoid a summary judgment on their negligent-maintenance claim ...**

24 So. 3d at 1116 (emphasis added). The trial court here erred by improperly expanding a claim for negligent maintenance to include an alleged failure to update a drainage system following development within the city. The undersigned cities urge this Court to reverse that ruling and properly recognize that any such claim "speaks to matters of design," for which the statute of limitations had long since expired. *See also, Locke v. City of Mobile*, 851 So. 2d 446 (Ala. 2002); *Byrd v. City of Citronelle*, 937 So. 2d 515 (Ala. 2006).

An additional, intertwined error the trial court made related to this end-run around the statute of limitations was a misinterpretation of this Court's rulings on abatable versus permanent nuisance. Accrual of a nuisance claim depends on the nature of the nuisance. If a nuisance is abatable, the cause of action accrues when the plaintiff suffers harm. *City of Birmingham v. Leberte*, 773 So. 2d 440, 444 (Ala. 2000). But when a nuisance is permanent, the cause of action accrues at the first instance of harm. *Reichert v. City of Mobile*, 776 So. 2d 761, 765 (Ala. 2000).

A municipality's allegedly faulty design or construction of a storm drainage system is a permanent nuisance. *See id.* (“[W]hen a city in the exercise of its duty adopts a system of drainage to care for the rainwater and constructs storm sewers or ditches for that purpose. ... it would be treated as of such character as to be embraced in [Ala. Const. 1901 §] 235, and could not ordinarily be abated, ...”) (quoting *Harris v. Town of Tarrant City*, 130 So. 83, 85 (Ala. 1930)); *Byrd v. City of Citronelle*, 937 So. 2d 515, 519 (Ala. 2006) (“negligent design or construction of a drainage ditch is considered to be a permanent condition that is not abatable”). It's only when a plaintiff shows that the municipality negligently maintained a sewer system that the rule for abatable

nuisances comes into play. *Id*; *Reichert*, 776 So. 2d at 765. As discussed above, there was no such evidence before the trial court.

It would be impossible for any city to predict what demands will be placed on a drainage system ten, fifteen, twenty, or a hundred years from construction. To allow a claim implicating a system's design or construction to proceed under the guise of negligent maintenance every time a private landowner suffers damage would put Alabama's municipalities in an untenable position. Either municipalities will be forced to build drainage systems capable of handling any amount of growth (which is of course impossible), or they will have to fund improvements any time there's a hint that city growth and development might affect the capabilities of the current system, even slightly. Neither option is practical. And even were it fiscally responsible to build beyond a city's needs and/or bolster sewer systems immediately with every degree of city growth (which it is not), there is no reason to believe voters would ever approve such anticipatory improvements. In short, the policy ramifications which would result from an adoption of trial court's Order and reasoning in this case would be profound and inequitable to cities across the state.

CONCLUSION

The undersigned cities respectfully urge this Court to uphold existing Alabama law, reverse the trial Court's flawed Order in this case, and refuse the Plaintiffs' invitation to make Alabama's municipalities function as insurers of last resort for flood damage for private property owners while ignoring cities' paramount obligation to the general public as a whole.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I do hereby certify that on **September 18, 2025**, I electronically filed the foregoing with the Alabama Supreme Court's C-Track electronic filing system and I will serve a true and correct copy on the below-listed counsel of record via e-mail:

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Minutes of the City of Calera Council Meeting September 30, 2025

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Tuesday, September 30, 2025, at 12:00 p.m. in a special called meeting. Mayor Pro Tem Montgomery presiding.

Mayor and Council Members Present:

Debbie Byers, Council Member
Kenny Dale Cost, Council Member
Ernest Montgomery, Mayor Pro Tem
Calvin Morgan, Council Member
Kay Snowden Turner, Council Member

Absent:

Jon G. Graham, Mayor
Alan Watts, Council Member

Guests:

Drew Bradshaw

Mayor Pro Tem Montgomery called the meeting to order at 12:00 p.m.

New Business:

Resolution No. 2025-53 Canvass of Election Results for the 2025 Calera Municipal Election

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

Motion to Adjourn

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

Approved this 6th day of October 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-53

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 runoff for the City of Calera for a Mayor was duly and legally held on September 23, 2025; and

WHEREAS, the municipal governing body of the City of Calera met on this 30th 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	469
Machine Number 2	202
Machine Number 3	331
Absentee	13
Provisional	0

Total Vote	1015
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Jon Graham – Mayor

Machine Number 1	101
Machine Number 2	43
Machine Number 3	70
Absentee	4
Provisional	0

Total Vote	218
-------------------	------------

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

1. That Kenny Dale Cost received the majority votes cast for the office of Mayor and is hereby declared duly elected to that office for the term beginning on the first Monday in November 2025.

Council Member Morgan made a motion to adopt Resolution No. R-2025-53. Council Member Turner seconded said motion and upon vote, results were as follows:

AYES: Byers, Cost, Montgomery, Morgan, Turner

NAYS: None

Adopted and approved this 30th day of September, 2025.

Jon G. Graham, Mayor

Ernest Montgomery, Council Member

Alan Watts, Council Member

Calvin Morgan, Council Member

Kenny Dale Cost, Council Member

Debbie Byers, Council Member

Kay Snowden Turner, Council Member

Attest:

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 runoff held in the City of Calera, Alabama, on September 23, 2025, shows that Kenny Dale Cost was duly elected to the office of Mayor 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 30th day of September 2025.

Mayor, Jon G. Graham

Council Member Montgomery

Council Member Watts

Council Member Morgan

Council Member Cost

Council Member Byers

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 15, 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, Dawn Cost, Chris Bunn, Bill and Ann Davis, Donny Cook, Blake Atkins, Stephen and Kacie Horton, Adam Chase Smith, Chet Avery, Brent Ellison, Joshua Leonard, Larry Cost, Drew Bradshaw, Henry Davis, Bruce Kincaid, John Bores, Matt Moore, Katrina Cooper

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, Alison Powers, 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 Watts opened the meeting with prayer and the Pledge of Allegiance.

Approval of Agenda

Motion made by Council Member Watts, Seconded by Council Member Cost. Motion carried. Agenda approved.

Approval of Minutes

Motion made by Council Member Morgan, Seconded by Council Member Cost. Motion carried. Minutes approved.

**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

Motion made by Council Member Watts, Seconded by Council Member Cost . Motion carried. Resolution No. 2025-48 approved.

Kelly Ellison, Finance Director

Budget Adjustments

Motion made by Council Member Cost, Seconded by Council Member Morgan. Motion carried. Budget Adjustments approved.

James Fuller, IT Director

Recognition of Stephen Horton

Resolution No. 2025-49

CSX Land License Agreement

Motion made by Council Member Cost, Seconded by Council Member Morgan. Motion carried. Resolution No. 2025-49 approved.

Resolution No. 2025-50

Shelby County Board of Education, Shelby County Commission, City of Calera Agreement for Law Enforcement Services for Calera Schools

Motion made by Council Member Byers, Seconded by Council Member Turner. Motion carried. Resolution No. 2025-50 approved.

Ordinance No. 2025-06

Retiree Health Insurance

Council Member Cost moved that unanimous consent of the Council is given for immediate action upon said Ordinance. Council Member Montgomery second said motion and upon vote the results was as follows:

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

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Motion made by Council Member Cost, Seconded by Council Member Morgan. Motion carried. Ordinance No. 2025-06 approved.

Resolution No. 2025-51

Mountain Brook Amicus Resolution

Motion made by Council Member Cost, Seconded by Council Member Watts . Motion carried. Resolution No. 2025-51 approved.

Resolution No. 2025-52

Vacation Time Buy Back Program

Motion made by Council Member Morgan, Seconded by Council Member Byers. Motion carried. Resolution No. 2025-52 approved.

Public Comments

Motion to Adjourn - Time

Council Member Cost made a motion to adjourn the meeting at 6:41 p.m.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

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 15th 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 Watts made a motion to adopt Resolution No. R-2025-48. Council Member Cost seconded said motion and upon vote, results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2025-48 adopted.

Adopted this 15th day of September 2025

Connie Payton, City Clerk

Jon G. Graham, Mayor

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

	Governmental Funds					Proprietary Funds			Total All Funds
	General Fund	Court Fund	Debt Service Fund	Gas Tax Fund	Capital Projects Fund	Sewer Fund	Gas Fund	Garbage Fund	
Revenues									
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
Total revenues	28,605,916	351,016	17,000	219,545	220,000	6,349,651	2,589,475	1,450,110	39,802,713
Other financing sources									
Transfer in from other funds			1,467,665		1,237,260			-	2,704,925
Total revenues and other sources	28,605,916	351,016	1,484,665	219,545	1,457,260	6,349,651	2,589,475	1,450,110	42,507,638
Expenditures									
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
Total expenditures	25,533,333	321,261	1,484,665	550,000	1,457,260	6,291,636	2,589,475	1,278,728	39,506,359
Other financing uses									
Transfers out to other funds	2,947,130	69,400					-	125,000	3,141,530
Total expenditures and other uses	28,480,463	390,661	1,484,665	550,000	1,457,260	6,291,636	2,589,475	1,403,728	42,647,889
Increase (decrease) in fund balance (modified accrual)	\$125,452	\$ (39,645)	\$0.00	\$ (330,455)	\$ -	\$ 58,015	\$ (1)	\$46,382	\$ (140,251)

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

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

Licensors, shall be construed as an admission of liability or responsibility by Licensors, or as a waiver by Licensors 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 Licensors's safety rules and regulations.

3.8 Licensee hereby agrees to reimburse Licensors 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-Licensors owned) drainage or storm sewer system, in order to prevent the discharging of such waters upon adjacent lands, right-of-way and facilities of Licensors.

3.10 If the Premises or any portion thereof is part of Licensors's railroad corridor or right-of-way, Licensee, during the continuance of this License, shall maintain any segment of Licensors'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 Licensors'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 Licensors'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 Licensors to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensors.

9.2 Use of Licensors' 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 Licensors' 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 Licensors 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 Licensors harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensors, 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 Licensors, 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 Licensors 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 Cost moved that Resolution No. R-2025-49 be adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

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

NAYS: None

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

Adopted this the 15th of September 2025.

Jon G. Graham, Mayor

ATTEST:

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 ____.

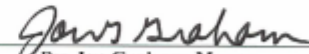
ATTEST:

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

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

NAYS: None

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

Adopted this the 15th of September 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

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 Cost moved that Resolution No. R-2025-50 be adopted. Council Member Watts 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 15th of September 2025.

Jon G. Graham, Mayor

ATTEST:

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

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

NAYS: None

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

Adopted this the 15th of September 2025.

Jon G. Graham, Mayor

ATTEST:

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 25th of each month. Retirees must sign up for bank draft. After two (2) months of non-payment, insurance will be cancelled.

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

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

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

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

Council Member Morgan 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 15th day of September 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

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

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: Kellison

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
													LINE	DESC			
2025	12	182															
BUA	1000100-401015																
	09/09/2025	Cap	26	req	Cap	25							Sales & Use Tax	5			821,933.68
													Move 26 Capita Req to 25				
BUA	1000100-403151												Reimburse - Fire Services	5			102,848.31
	09/09/2025	Cap	26	req	Cap	25							Fema Reimbursement Fire				
BUA	1009595-599217												Transfer To Cap Proj Fund	5	2,068,469.89		
	09/09/2025	Cap	26	req	Cap	25							Transfer 25 Rev over Expense				
BUA	1709595-599110												Transfer From General Fund	5			2,068,469.89
	09/09/2025	Cap	26	req	Cap	25							Transfer 25 Rev over Expense				
BUA	1701717-595205												AC Replacement Program	5	100,000.00		
	09/09/2025	Cap	26	req	Cap	25							Transfer 25 Rev over Expense				
BUA	1701717-595629												FS1 Appartus Replacement Progr	5	850,000.00		
	09/09/2025	Cap	26	req	Cap	25							Transfer 25 Rev over Expense				
BUA	1701717-595208												RH Pickle Ball Lighting	5	10,000.00		
	09/09/2025	Cap	26	req	Cap	25							Transfer 25 Rev over Expense				
BUA	1701717-595209												Eagle Pk Lot Lighting Upgrade	5	15,000.00		
	09/09/2025	Cap	26	req	Cap	25							Transfer 25 Rev over Expense				
BUA	1701717-595210												Oliver Basketball Lighting	5	15,000.00		
	09/09/2025	Cap	26	req	Cap	25							Transfer 25 Rev over Expense				
BUA	1701717-595202												FRA Grant - Engineering	5	1,400,000.00		
	09/09/2025	Cap	26	req	Cap	25							Transfer 25 Rev over Expense				
BUA	1701717-597415												Msp1 Site Lighting/Elec/EI Eng	5			95,433.11
	09/09/2025	Cap	26	req	Cap	25							Transfer 25 Rev over Expense				
BUA	1701717-595002												AT&T Utl Relocate Courtyard	5			11,637.00
	09/09/2025	Cap	26	req	Cap	25							Transfer 25 Rev over Expense				
																.00	.00
BUA	100-380200												Appropriation				2,068,469.89
	09/09/2025	Cap	26	req	Cap	25											
BUA	170-380200												Appropriation				214,460.00
	09/09/2025	Cap	26	req	Cap	25											
BUA	100-380101												Estimated Revenues		924,781.99		
	09/09/2025	Cap	26	req	Cap	25											
BUA	100-380300												Budgetary Fb-Unres		1,143,687.90		
	09/09/2025	Cap	26	req	Cap	25											
BUA	170-380300												Budgetary Fb-Unres		214,460.00		
	09/09/2025	Cap	26	req	Cap	25											
																2,282,929.89	2,282,929.89
																2,282,929.89	2,282,929.89

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 **

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
Total Redistributed to Capital Project Fund	\$ 321,530
Budget Adjustments to Approve (9/15/25 Meeting)	\$ 2,068,470
Total Funding Available	\$ 2,390,000
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)
Total Capital Requests	\$ (2,390,000)
Revenue Over Expense Change	
Net Change	\$ -

CERTIFICATION OF POSTING

I, Brandy Cost, Zoning Clerk of the City of Calera, do hereby certify that the notice of public hearing was posted at the following locations within the City of Calera.

Calera City Hall
Associated Foods
Calera Library
U. S. Post Office

Brandy Cost, Zoning Clerk

Date Posted 9/19/2025

I, Brandy Cost, Zoning Clerk of the City of Calera, do hereby certify that the notice of public hearing was mailed by certified mail to the following:

Kim Leazure
252 Ridgely Road
Calera, AL 35040
Moises Cruz

131 Ridgely Road
Calera, AL 35040
Parcel #35 1 02 0 001 004.026
Parcel #35 1 02 0 001 004.025

Mark Siler
241 Ridgely Road
Calera, AL 35040

James K & Wendy Farmer
324 Ridgely Road
Calera, AL 35040
Parcel #35 1 02 0 001 004.014
Parcel #35 1 02 0 001 004.015

Lakisha Perry
329 Creek Run Circle
Calera, AL 35040

Kim McLean Hiwhan & Kim McClain Leazure
142 Cedar Cove Dr
Pelham, AL 35124

Danielle Swoopes
321 Creek Run Circle
Calera, AL 35040

Greater Birmingham Habitat For Humanity
PO Box 540
Fairfield, AL 35064
Parcel #35 1 11 0 001 003.019
Parcel #35 1 11 0 001 003.021

Delores Robinson
325 Creek Run Circle
Calera, AL 35040

Manuel F Vargas
2695 Meadowood Ct
Weston, FL 33332

Brandy Cost, Zoning Clerk
Date Mailed 9/19/2025

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to a recommendation of the Planning Commission of the City of Calera, which recommendation was made after conducting a public hearing on September 8, 2025, at the Calera City Hall. The recommendation being that the Calera City Council consider changes to the Zoning Ordinance of the City of Calera by adopting the attached amendment.

The City Council of the City of Calera shall conduct a public hearing on

The 6th day of October 2025 at 6:30 p.m. at the Calera City Hall, to

~~consider the~~ cause adoption of the amendment recommended by the Planning

~~Commission.~~ All persons who desire shall be given an opportunity to be

~~heard in opposition~~ to the changes or in favor of such Ordinance. The

~~following is the~~ Ordinance which shall be under consideration and

determined at the above time and place by the Council of the City of Calera.

Done this 19th day of September 2025.

Brandy Cost, Zoning Clerk

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2025-02

WHEREAS, the Planning Commission of the City of Calera, Alabama conducted a public hearing on **September 8, 2025** and has recommended changes in the City of Calera zoning map, and advises that said zoning is in compliance with the City of Calera Comprehensive Plan, and

WHEREAS, the Council of the City of Calera, Alabama has conducted a public hearing after proper legal and actual notice to landowners to consider changes in the zoning map recommended by the Planning Commission.

IT IS THEREFORE ORDAINED BY THE MAYOR AND

~~THE~~ COUNCIL OF THE CITY OF CALERA, ALABAMA AS FOLLOWS:

~~That the~~ zoning request of property described in **Exhibit A** be rezoned as follows:

~~From:~~ RG (Garden Home Residential) Parcel ID 35 1 02 0 001 004.023

To: A1 (Agricultural)

~~Council Member~~ moved that unanimous consent of the Council be given for immediate action upon Ordinance No. 2025-02. Council Member seconded said motion and upon vote, the results were as follows:

AYES:

NAYS:

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

Council Member _____ moved that Ordinance No. 2025-02 be adopted.

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

AYES:

NAYS:

Mayor Graham declared Ordinance No. 2025-02 adopted.

Adopted this _____ day of _____ 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

Kim Leazure
252 Ridgelyn Road
Calera, Alabama 35040

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **October 6, 2025**.

The purpose of the public hearing is to receive public comments on an application submitted by:

Kim Leazure

for a proposed rezoning of land owned by:

Kim Leazure

and located at the following street address or location:

Parcel ID 35 1 02 0 001 004.023
252 Ridgelyn Road

The proposed consists of rezoning from the **RG (Garden Home Residential)** District to the **A-1** District for the purpose of: **(Agricultural) DISTRICT**.

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **September 19, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

**Moises Cruz
131 Ridgelyn Road
Calera, Alabama 35040**

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **October 6, 2025**. The purpose of the public hearing is to receive public comments on an application submitted by:

Kim Leazure

for a proposed rezoning of land owned by:

Kim Leazure

and located at the following street address or location:

**Parcel ID 35 1 02 0 001 004.023
252 Ridgelyn Road**

The proposed consists of rezoning from the **RG (Garden Home Residential) District** to the **A-1 District** for the purpose of: **(Agricultural) DISTRICT**.

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **September 19, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

Mark Siler
241 Ridgelyn Road
Calera, Alabama 35040

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **October 6, 2025.**

The purpose of the public hearing is to receive public comments on an application submitted by:

Kim Leazure

for a proposed rezoning of land owned by:

Kim Leazure

and located at the following street address or location:

Parcel ID 35 1 02 0 001 004.023
252 Ridgelyn Road

The proposed consists of rezoning from the **RG** (**Garden Home Residential**) District to the **A-1** District for the purpose of: (**Agricultural**) **DISTRICT.**

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **September 19, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

**James K & Wendy Farmer
324 Ridgelyn Road
Calera, Alabama 35040**

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **October 6, 2025.**

The purpose of the public hearing is to receive public comments on an application submitted by:

Kim Leazure

for a proposed rezoning of land owned by:

Kim Leazure

and located at the following street address or location:

**Parcel ID 35 1 02 0 001 004.023
252 Ridgelyn Road**

The proposed consists of rezoning from the **RG** (**Garden Home Residential**) District to the **A-1** District for the purpose of: (**Agricultural**) **DISTRICT.**

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **September 19, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

Kim McLean Hiwhan & Kim McClain Leazure
142 Cedar Cove Dr
Pelham, Alabama 35124

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **October 6, 2025.**
The purpose of the public hearing is to receive public comments on an application submitted by:

Kim Leazure

for a proposed rezoning of land owned by:

Kim Leazure

and located at the following street address or location:

Parcel ID 35 1 02 0 001 004.023
252 Ridgelyn Road

The proposed consists of rezoning from the **RG** (**Garden Home Residential**) District to the **A-1** District for the purpose of: (**Agricultural**) **DISTRICT.**

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **September 19, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

Danielle Swoopes
321 Creek Run Circle
Calera, Alabama 35040

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **October 6, 2025.**
The purpose of the public hearing is to receive public comments on an application submitted by:

Kim Leazure

for a proposed rezoning of land owned by:

Kim Leazure

and located at the following street address or location:

Parcel ID 35 1 02 0 001 004.023
252 Ridgelyn Road

The proposed consists of rezoning from the **RG** (**Garden Home Residential**) District to the **A-1** District for the purpose of: (**Agricultural**) **DISTRICT.**

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **September 19, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

**Delores Robinson
325 Creek Run Circle
Calera, Alabama 35040**

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **October 6, 2025.**

The purpose of the public hearing is to receive public comments on an application submitted by:

Kim Leazure

for a proposed rezoning of land owned by:

Kim Leazure

and located at the following street address or location:

**Parcel ID 35 1 02 0 001 004.023
252 Ridgelyn Road**

The proposed consists of rezoning from the **RG (Garden Home Residential) District** to the **A-1 District** for the purpose of: **(Agricultural) DISTRICT.**

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **September 19, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

**Lakisha Perry
329 Creek Run Circle
Calera, Alabama 35040**

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **October 6, 2025.**

The purpose of the public hearing is to receive public comments on an application submitted by:

Kim Leazure

for a proposed rezoning of land owned by:

Kim Leazure

and located at the following street address or location:

**Parcel ID 35 1 02 0 001 004.023
252 Ridgelyn Road**

The proposed consists of rezoning from the **RG** (**Garden Home Residential**) District to the **A-1** District for the purpose of: (**Agricultural**) **DISTRICT.**

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **September 19, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

**Greater Birmingham Habitat for Humanity
PO Box 540
Fairfield, Alabama 35040**

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **October 6, 2025.**
The purpose of the public hearing is to receive public comments on an application submitted by:

Kim Leazure

for a proposed rezoning of land owned by:

Kim Leazure

and located at the following street address or location:

**Parcel ID 35 1 02 0 001 004.023
252 Ridgelyn Road**

The proposed consists of rezoning from the **RG (Garden Home Residential) District** to the **A-1 District** for the purpose of: **(Agricultural) DISTRICT.**

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **September 19, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE

CITY COUNCIL, CITY OF CALERA, ALABAMA

NOTICE MAILED TO:

**Manual F Vargas
2695 Meadowood Ct
Weston, FL 33332**

You are hereby notified of a public hearing of the Calera City Council to be held at the Calera City Hall, at 6:30 p.m. on **October 6, 2025.**

The purpose of the public hearing is to receive public comments on an application submitted by:

Kim Leazure

for a proposed rezoning of land owned by:

Kim Leazure

and located at the following street address or location:

**Parcel ID 35 1 02 0 001 004.023
252 Ridgelyn Road**

The proposed consists of rezoning from the **RG** (**Garden Home Residential**) District to the **A-1** District for the purpose of: (**Agricultural**) **DISTRICT.**

A written protest of the proposed amendment may be filed with the City Clerk of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the zoning classification amendment. The protest must be signed by the property owner making such request and only one protest shall be allowed for each separately-assessed unit of property.

- A. This notice is sent by certified mail on **September 19, 2025**, which is at least seven (7) days before the fixed hearing date, to all adjacent property owners, as their names and addresses appear in the Shelby or Chilton County Tax Assessor's Office, as determined by the Applicant.

JON G. GRAHAM, MAYOR

PUBLIC HEARING NOTICE
PLANNING COMMISSION, CITY OF CALERA, AL

NOTICE TO:

Kim Leazure
252 Ridgelyn Road
Calera, AL 35040

Danielle Swoopes
321 Creek Run Circle
Calera, AL 35040

Moises Cruz
131 Ridgelyn Road
Calera, AL 35040
Parcel #35 1 02 0 001 004.026
Parcel #35 1 02 0 001 004.025

Delores Robinson
325 Creek Run Circle
Calera, AL 35040

Mark Siler
241 Ridgelyn Road
Calera, AL 35040

Lakisha Perry
329 Creek Run Circle
Calera, AL 35040

James K & Wendy Farmer
324 Ridgelyn Road
Calera, AL 35040
Parcel #35 1 02 0 001 004.014
Parcel #35 1 02 0 001 004.015

Greater Birmingham Habitat For
Humanity
PO Box 540
Fairfield, AL 35064
Parcel #35 1 11 0 001 003.019
Parcel #35 1 11 0 001 003.021

Kim Mclean Hiwhan & Kim
McCalain Leazure
142 Cedar Cove Dr
Pelham, AL 35124

Manuel F Vargas
2695 Meadowood Ct
Weston, FL 33332

You are hereby notified of a public hearing of the Calera Planning Commission to be held at Calera City Hall (7901 Hwy 31) at 6:00 P.M. on September 8, 2025. The purpose of this public hearing is to receive public comments on an application submitted by:

Kim Leazure
252 Ridgelyn Road
Calera, AL 35040

for a proposed rezoning of Parcel #35 1 02 0 001 004.023, 252 Ridgelyn Road. See attached Map. The proposal consists of rezoning from RG (Garden Home Residential) To A1- Agricultural.

A written protest of the proposed amendment may be filed with the Secretary of the Planning Commission of the City of Calera one (1) day prior to the proposed date of the public hearing for the consideration of the rezoning request. The protest must be signed by the property owner making such a protest, and only one protest shall be allowed for each separately assessed unit of property. Brandy Cost 205-668-3807

This notice is sent certified mail on August 22, 2025, at least seven (7) days before the fixed hearing date, to all adjacent property owners as obtained by the applicant from the most recent records of the Shelby County Tax Assessor.

CALERA PLANNING COMMISSION

APPLICATION FOR REZONING

PLANNING COMMISSION, CITY OF CALERA, ALABAMA

1. Date Application filed: 8/6/25 Requested Hearing Date: Next available
2. Applicant: Kim McClain-Leazore
Phone: 251-600-9050
Address: 252 Ridgelyn Road
3. Owner: Kim McClain-Leazore
Phone: 251-600-9050
Address: 252 Ridgelyn Rd
4. Property Location: Calera - 252 Ridgelyn Rd
Tax Map Parcel Number (s): 35 1 02 0 001 004.023
5. Acreage: +/- 6.00 acres
6. Existing Zoning Classification: R6 Existing Land Use: RC Agriculture
Proposed Zoning Classification: A1 Proposed Land Use: Agriculture
7. Check all required submissions with this application:

<u>X</u>	Application Fee
<u>✓</u>	Reason for the Request
<u>✓</u>	Legal Description of the subject Property
<u>✓</u>	Vicinity Map
<u>✓</u>	Availability Of Required Utilities
<u>✓</u>	Public Hearing Notices
<u>✓</u>	Site Plan
<u>✓</u>	Proffer of rezoning conditions (if any)

Signature of Applicant: Kim McClain-Leazore

Signature of Authorization By Owner: Kim McClain-Leazore

FOR CITY USE ONLY:

\$150.00 Administrative fee received on 8.6.25 by receipt #

Scheduled Hearing Date: September 8, 2025

Application Submitted by: Brandy Galt on: 8.6.25

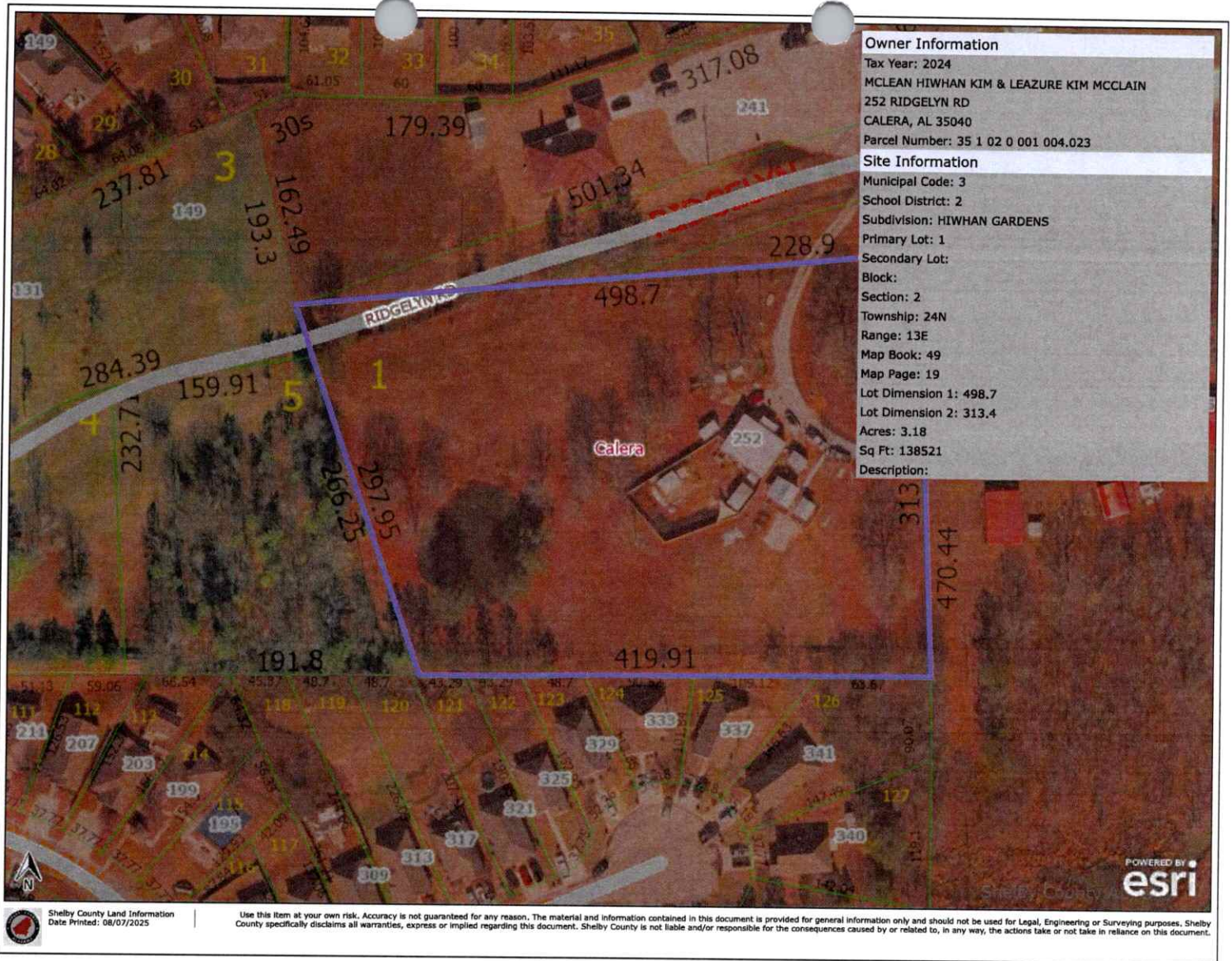
Reasons for request 8/6/25

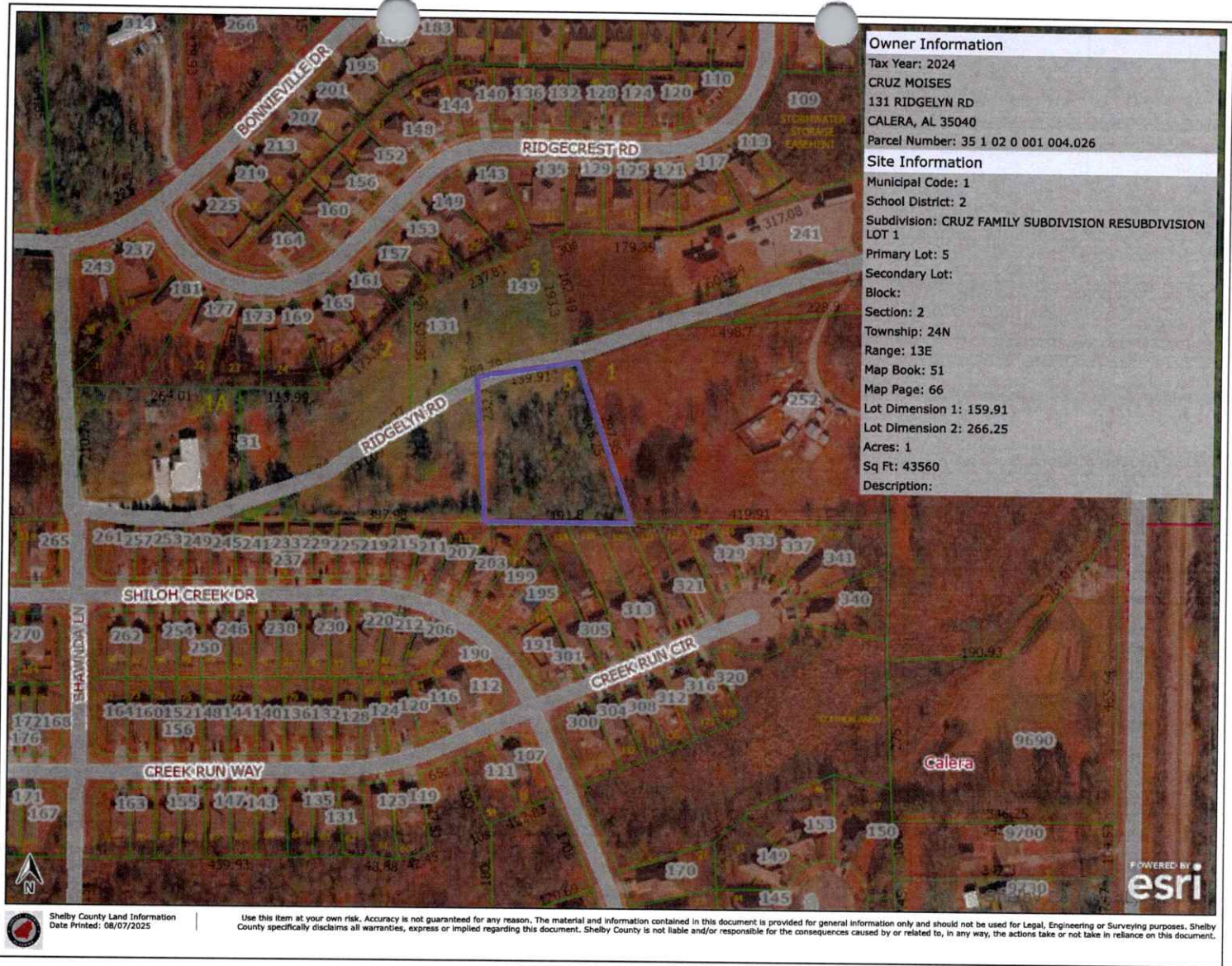
This request is consistent w/
the history of the property. It was previously
a pasture, then remained a farm until
now. Currently, my husband is living
w/ stage 4B metastatic bladder, kidney
and liver cancer. The treatments are
not working & chemo has been terminated.
I have an organic/low GMO vegetable
garden right now but I plan to dig up
more property to put in 10-12
huge garden plots for individual
vegetables & crops & fruits.
This plan is consistent w/ having this
much acreage and wanting to use this
good earth to feed family & friends
organically & maybe save my husband's
life

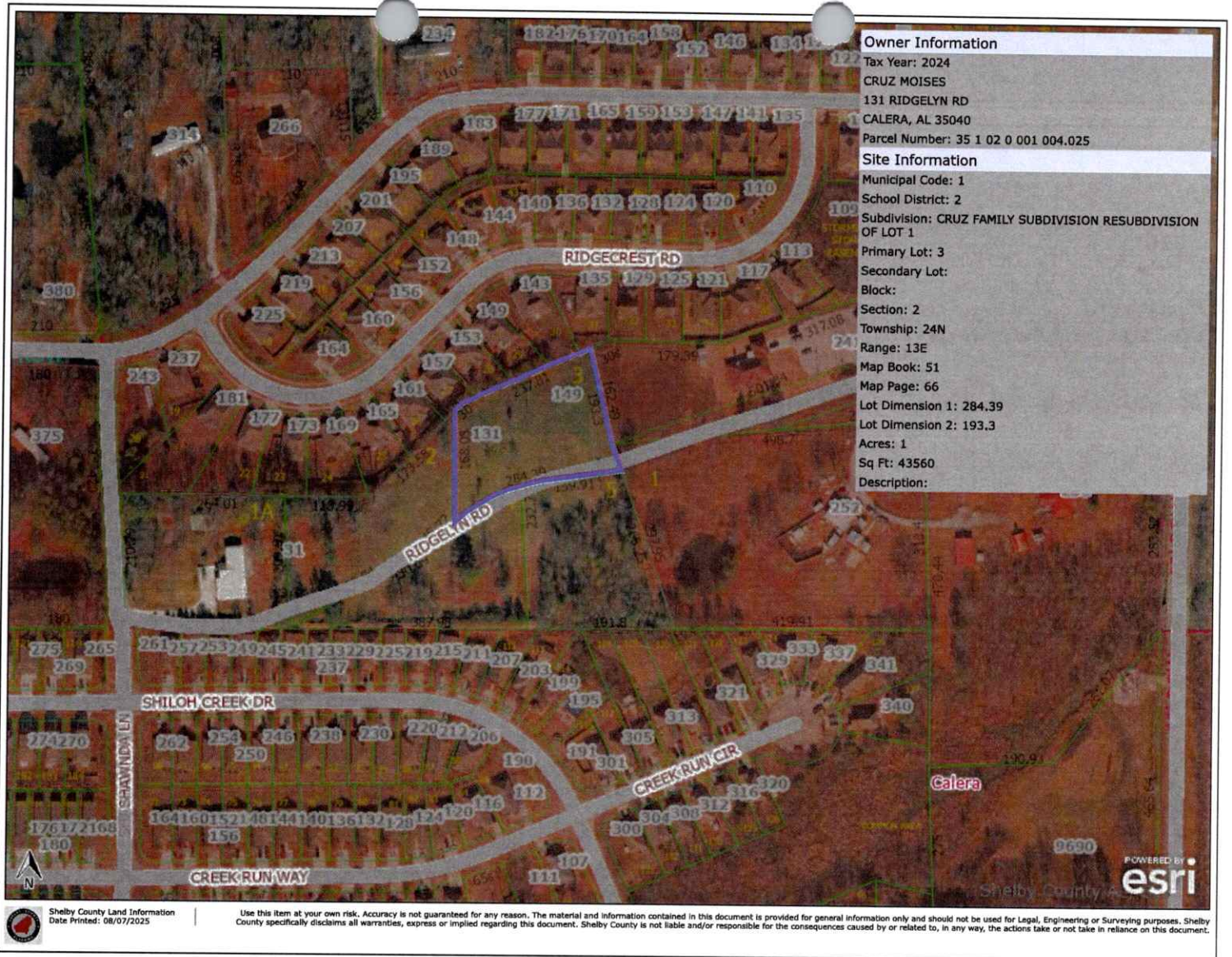
Kim

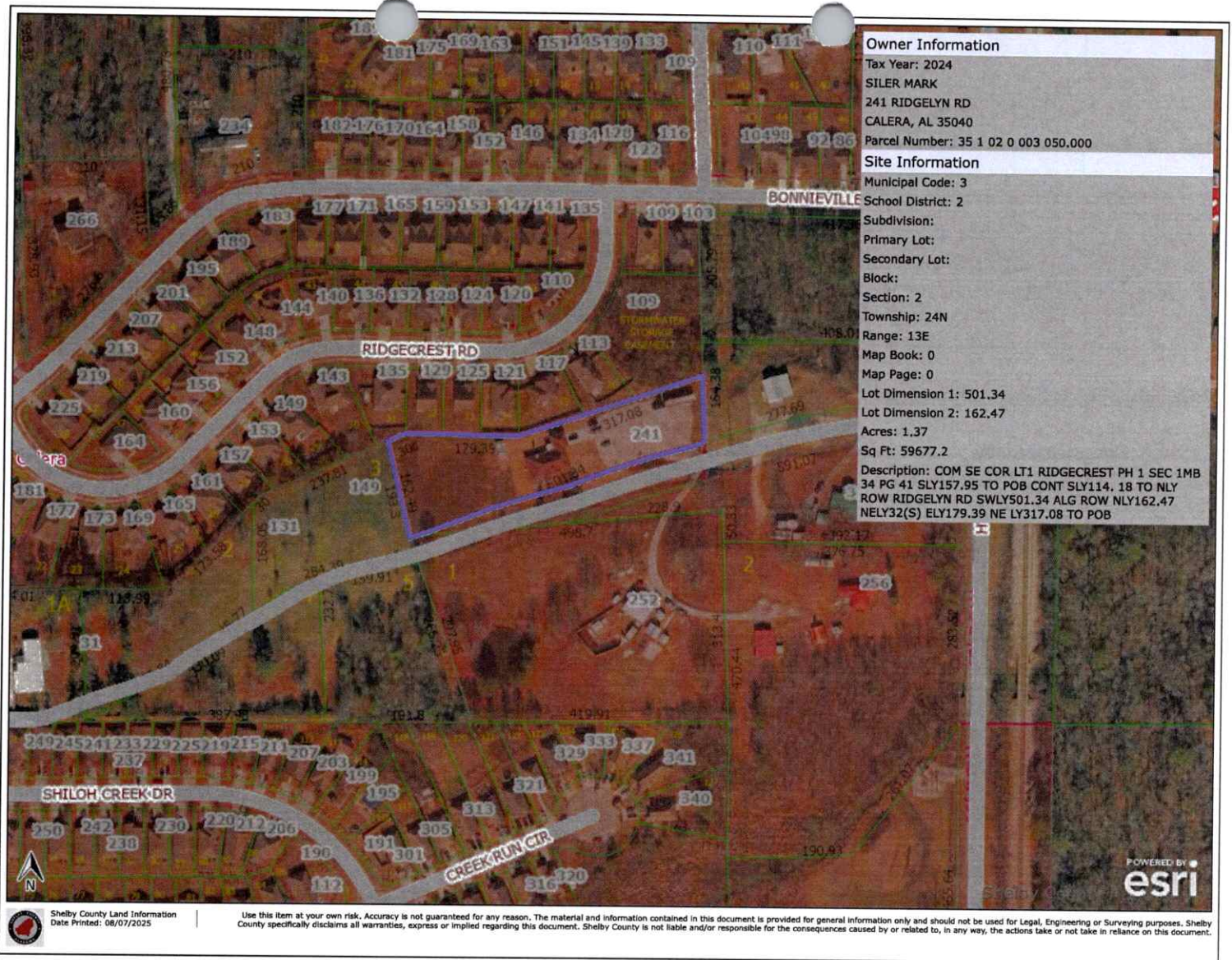


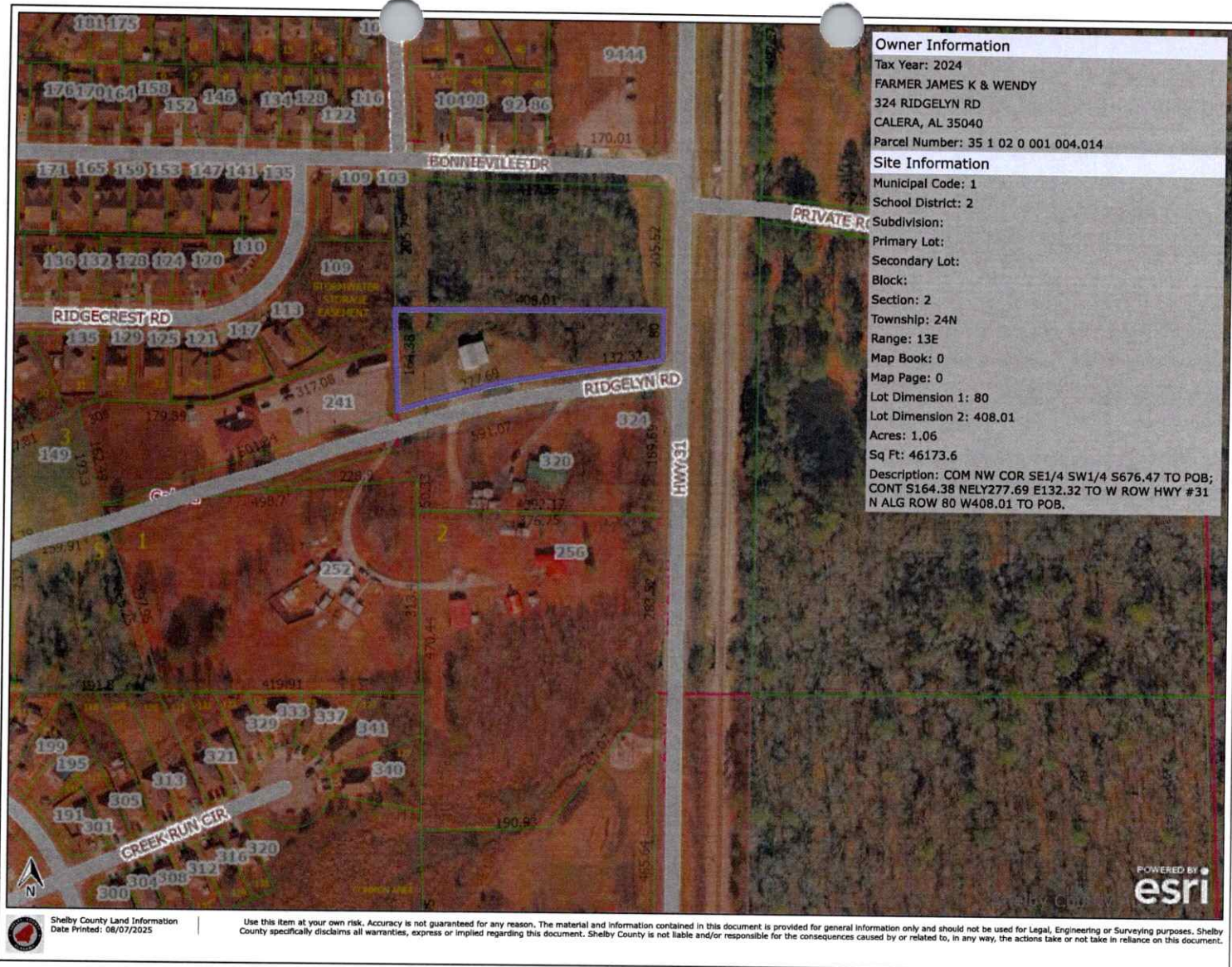
VICINTY MAP

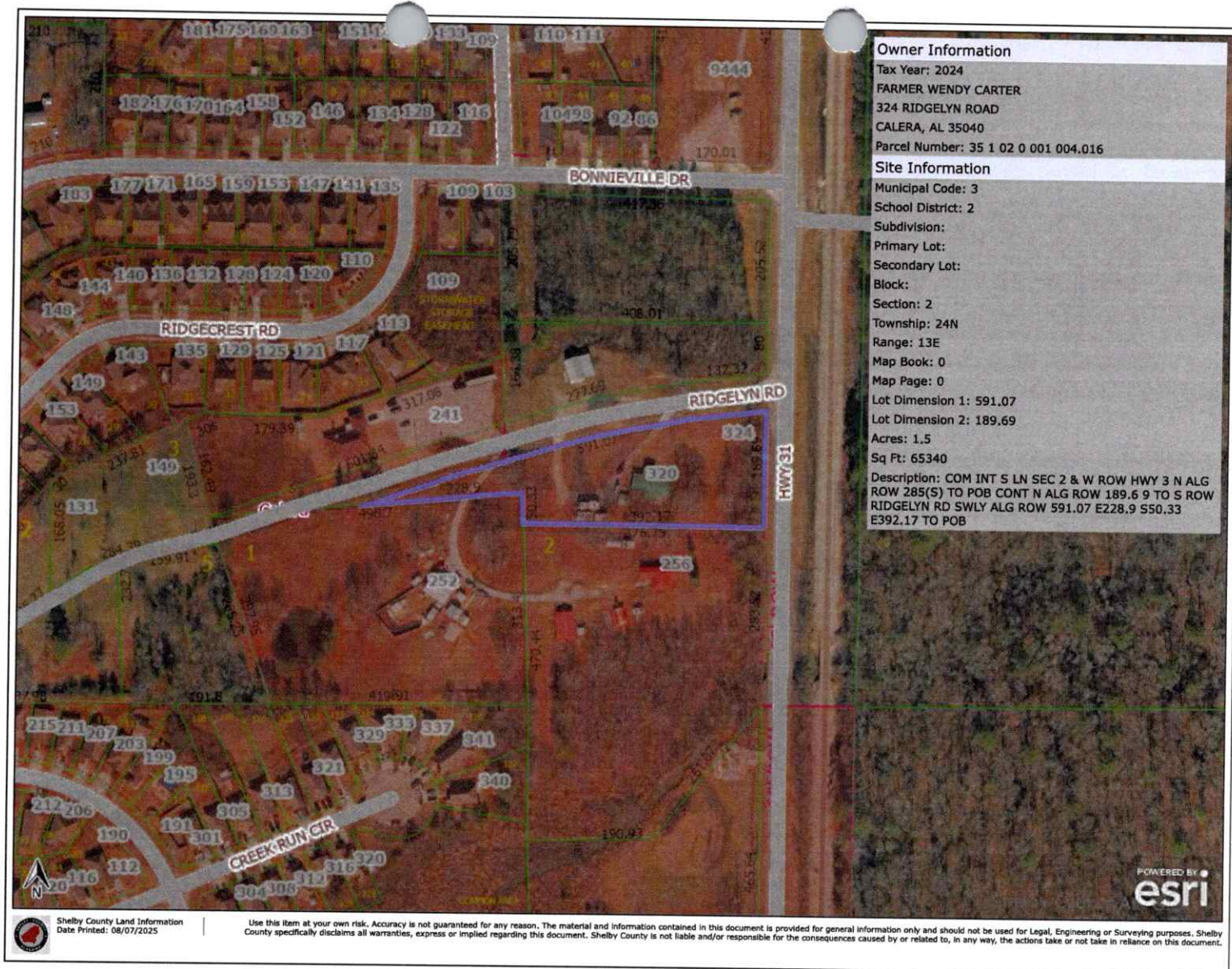


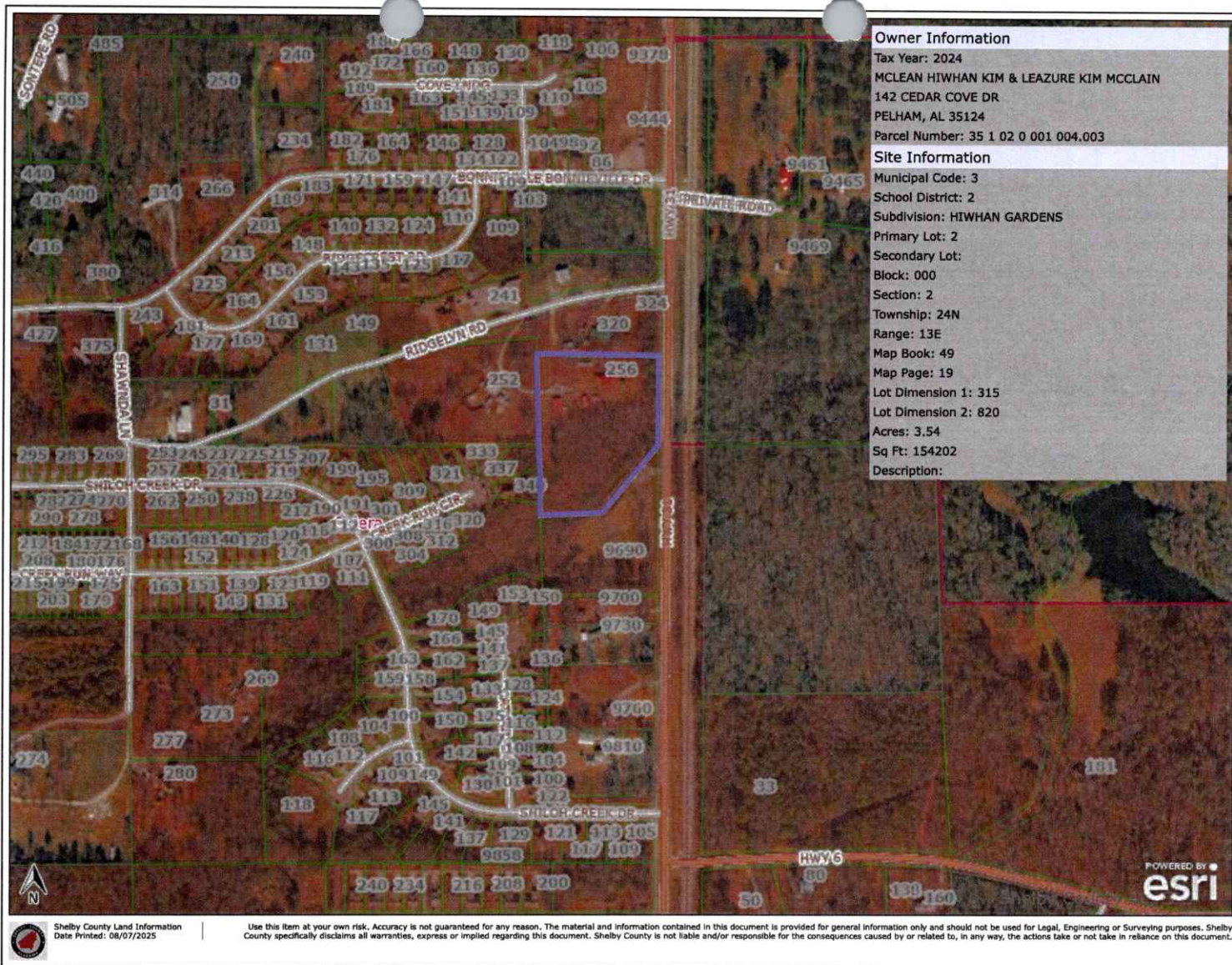


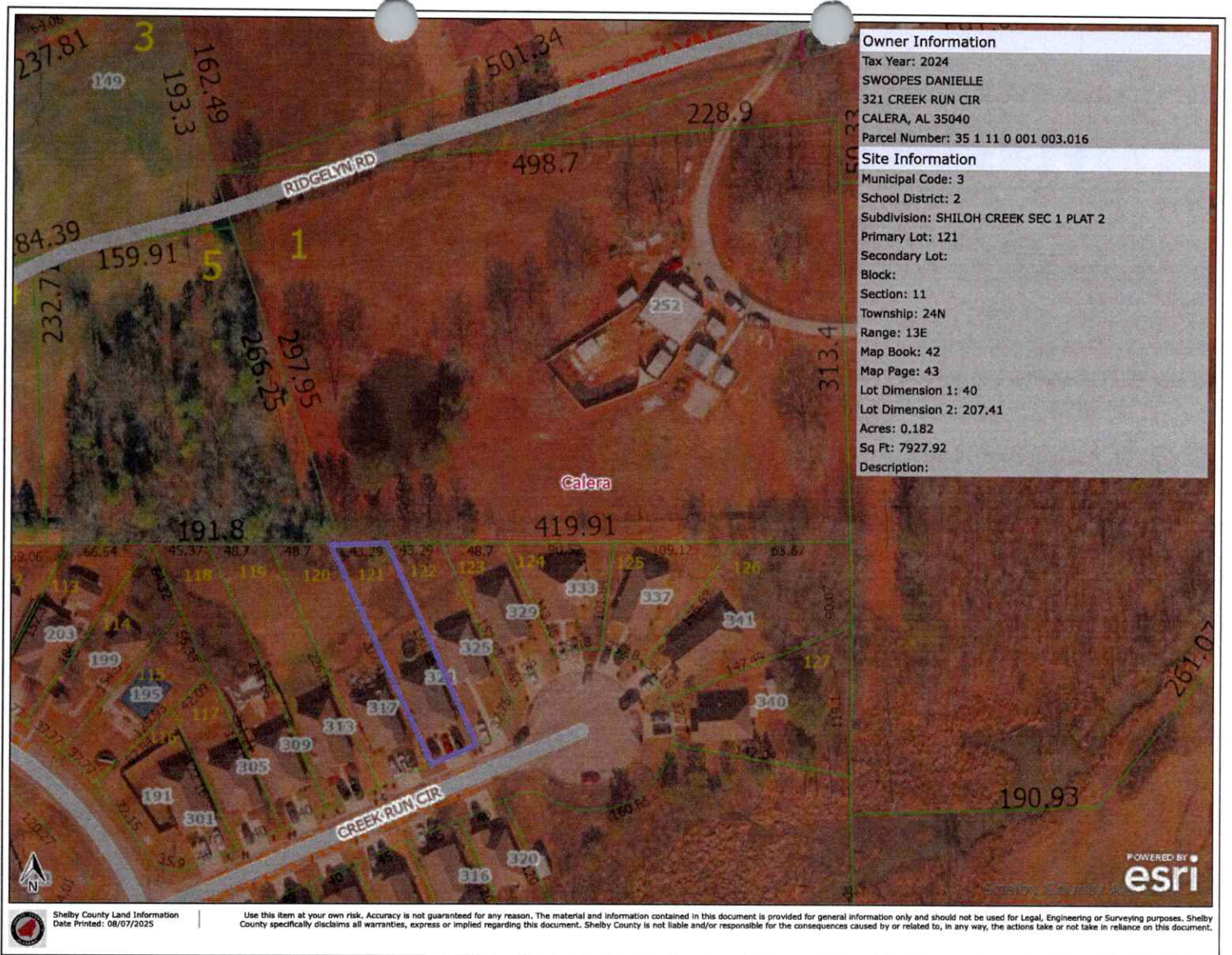


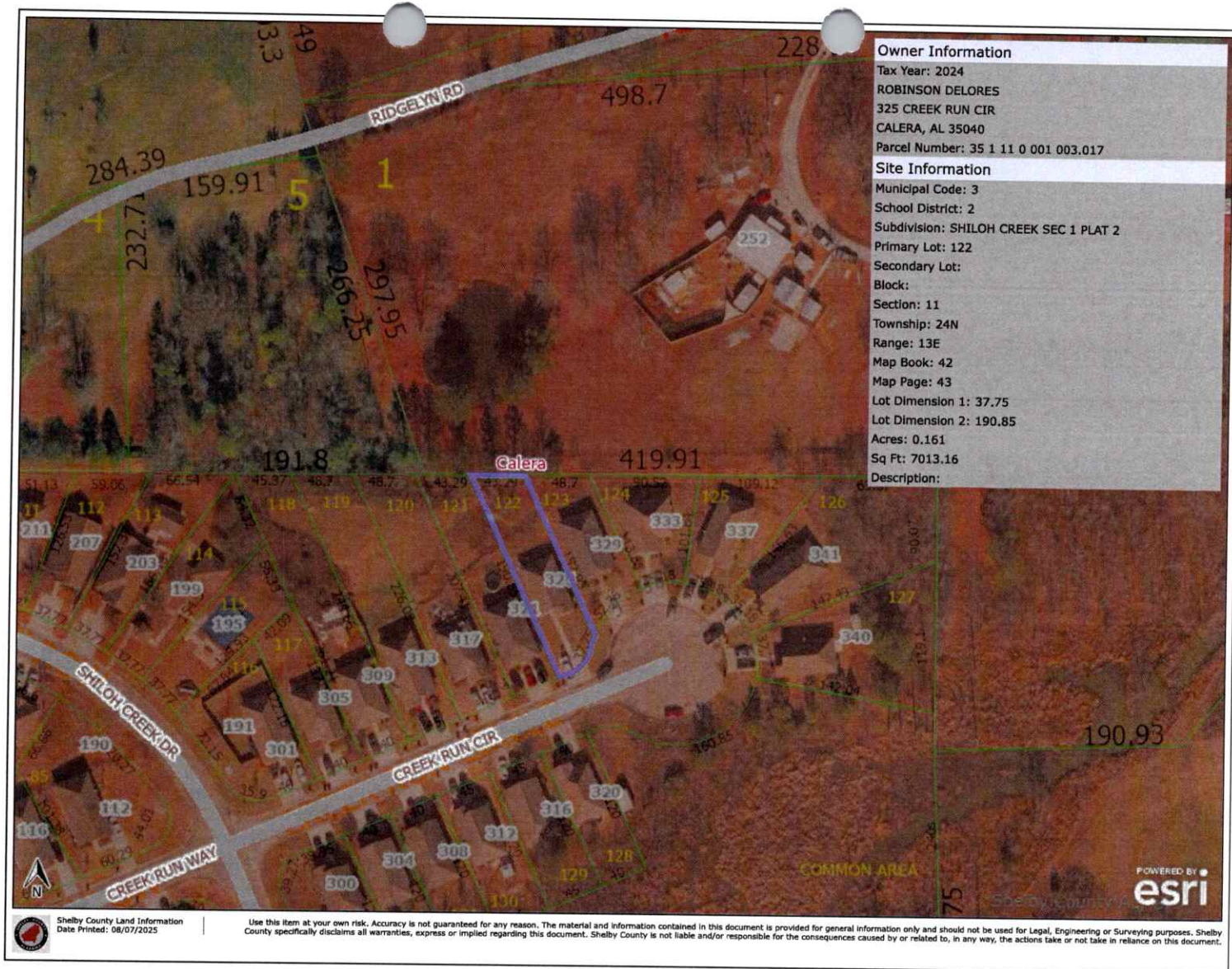


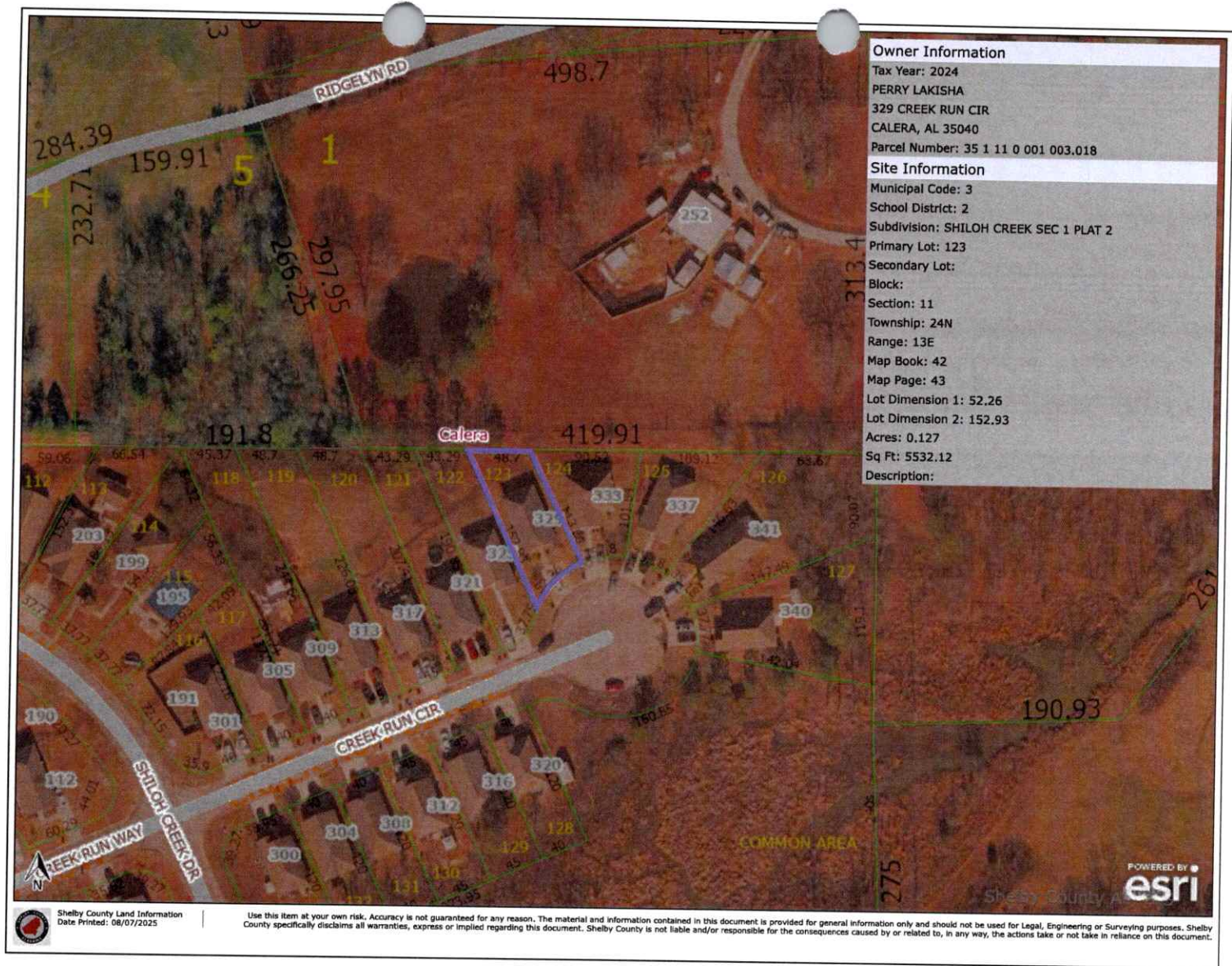


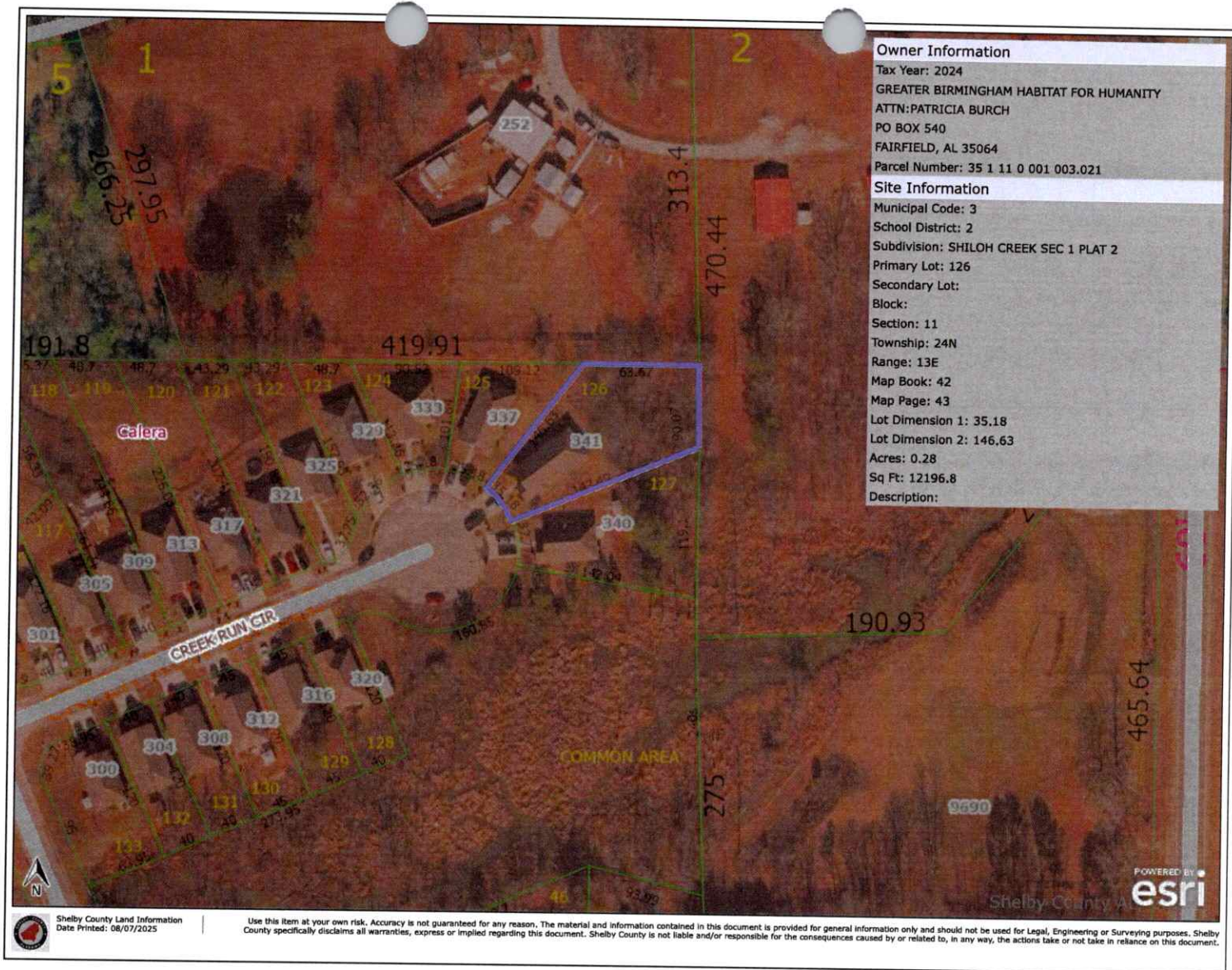


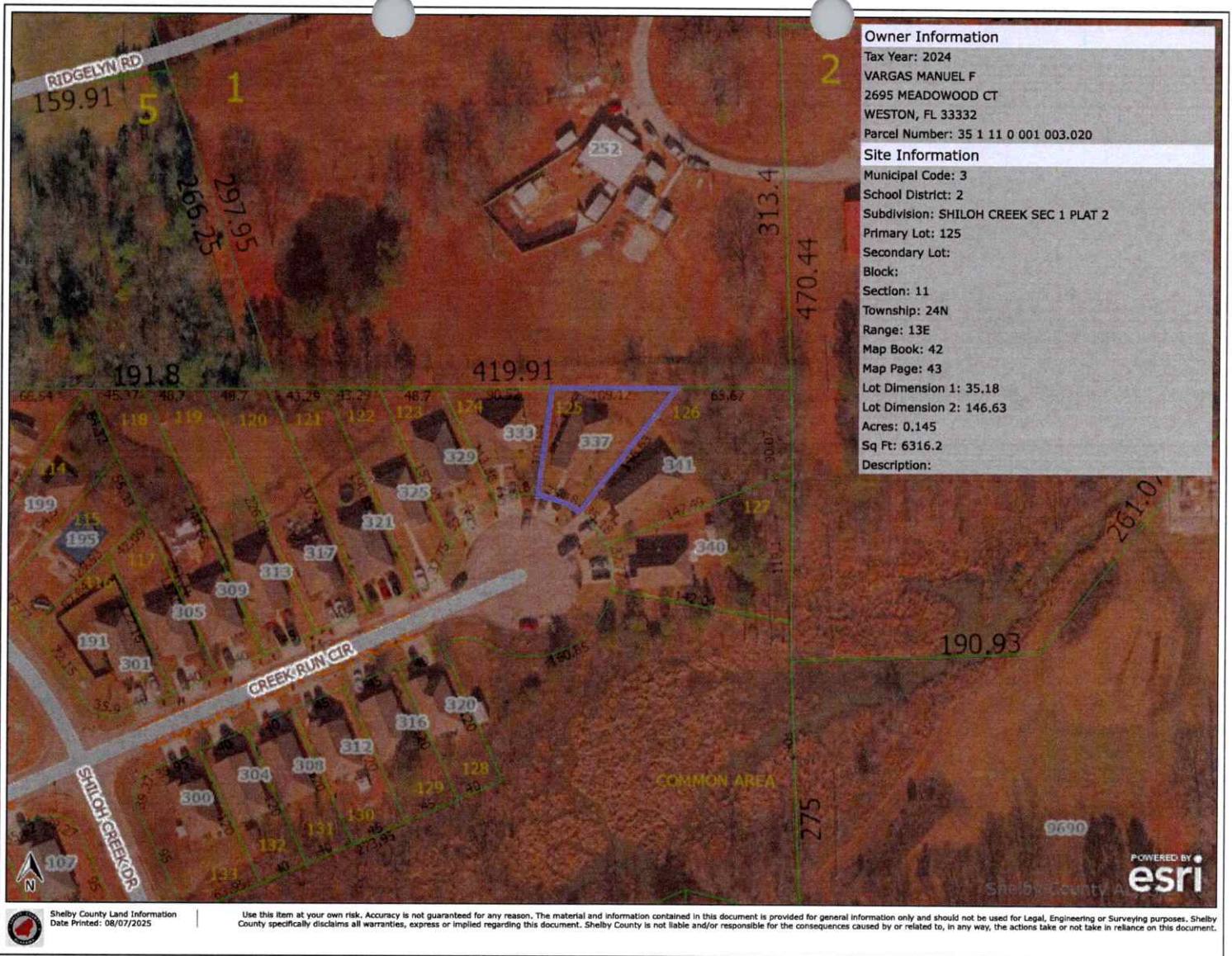








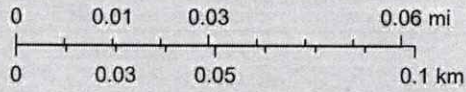






8/7/2025, 9:06:42 AM

1:2,257



- Fire Hydrants
- Flush Hydrant
- Water Valves
- Water Meter
- Pressurized Water Main
- Service Lines

G-Squared LLC, Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Grant Recipient User Account Request Form

Please use this form to request the following GrantSolutions Grant Recipient user account actions:

- Create a new account at an existing Grant Recipient organization
- Update information pertaining to an existing Grant Recipient account
- Close an existing Grant Recipient account

Create New User Account

The new user's Supervisor or Authorized Official must approve all account requests.

1. The user must complete the form
2. The user who is receiving access must:
 - a. Sign and date Part 1 of the form (Rules of Behavior)
3. The Supervisor or Authorized Official must verify and sign Part 2 of the User Account Request Form

Update Existing User Account

Should any information regarding an existing Grant Recipient user account change, please select "Request Type: Account Change" and complete the form in its entirety. Changes to existing accounts may include:

- Change of user's role
- Update of user's contact information

Close Existing User Account

Should a user's account need to be closed, the user's Supervisor or Authorized Official should select "Request Type: Account Closure" and complete Part 2 of the form in its entirety or send an email requesting closure to help@grantsolutions.gov.

Submission of the User Account Request Form

The Supervisor or Authorized Official must submit all forms to the GrantSolutions Support Center.

Completed forms should be submitted to the **GrantSolutions Support Center** by email or fax:

- Email: help@grantsolutions.gov
- Fax: (301) 998-7272

The Support Center will verify all account requests. Request forms sent via email must be scanned to include original signatures.

Account information will be sent to the new (or changed) user's email address. Upon initial login, the user will be required to change the temporary password assigned by the Support Center.

If you have any questions, please contact the GrantSolutions Support Center at help@grantsolutions.gov or toll-free at (866) 577-0771.

Role Authority Definitions

Please note the following definitions of each Role Authority listed in Part 2 of the Grant Recipient User Account Request Form:



Authorizing Official/Authorizing Representative: The Grantee Authorizing Official (ADO) is responsible for the oversight of activities performed by the Grantee Security Monitor. Listed as the Authorizing Official on the Notice of Award.

Financial Officer: The Grantee Financial Official (FO) is responsible for the oversight of activities performed by the Grantee Financial Support Staff.

Financial Officer Support: The Grantee Financial Support Staff (FSS) role is to assist the Grantee Financial Official in the grantee organization.

Program Director/Principal Investigator: The Principal Investigator/Program Director (PI/PD) is responsible for the oversight of activities performed by Support Staff.

Support Staff: The Grantee Support Staff's role is to assist the Principal Investigator or Program Director in the grantee organization.



Grant Recipient User Account Request Form: Part 1

Rules of Behavior

As a User granted Grant Recipient access in GrantSolutions, I agree to abide by the following:

- I will not disclose data from the GrantSolutions system to any unauthorized users.
- I will not make any unencrypted electronic copies of data from the GrantSolutions system.
- I will take all reasonable steps to ensure I do not violate the privacy and confidentiality of all data from the GrantSolutions systems as per the Privacy Act of 1974.
- I will ensure the proper disposal of data (in any format) and printed reports.
- I will access the GrantSolutions system only to the extent that my duties require such access.
- I will report inappropriate or malicious use of the GrantSolutions system to the GrantSolutions Help Desk at help@grantsolutions.gov.
- I will immediately notify the GrantSolutions Help Desk of any account changes, including the need to close my account.

User Name (Printed) Kenny Dale Cost

User Signature _____ Date _____



Grant Recipient User Account Request Form: Part 2

Request Type: ☒ New Account ☐ Account Change ☐ Account Closure

Funding Entity:

Department of Health & Human Services

- ☐ Administration for Children and Families
- ☐ Administration for Community Living
- ☐ Administration for Strategic Preparedness & Response
- ☐ Centers for Disease Control and Prevention
- ☐ Centers for Medicare & Medicaid Services
- ☐ Health Resources & Services Administration
- ☐ Indian Health Service
- ☐ Office of Head Start
- ☐ Office of the Assistant Secretary for Health
- ☐ Office of the National Coordinator for Health Information Technology

☐ Department of Homeland Security

Department of Transportation

- ☐ Federal Motor Carrier Safety Administration Federal
- ☒ Railroad Administration
- ☐ Office of the Secretary (AMJP)
- ☐ Pipeline and Hazardous Materials Safety Administration
- ☐ Federal Highway Administration (FHWA)
- ☐ Federal Aviation Administration (FAA)

Department of the Treasury

- ☐ Internal Revenue Service
- ☐ Office of Grant Community Relations
- ☐ Bureau of the Fiscal Service
- ☐ Consumer Product Safety Commission Department of Agriculture
- ☐ Department of Housing and Urban Development
- ☐ Department of the Interior
- ☐ Department of Labor
- ☐ Electoral Assistance Commission
- ☐ Environmental Protection Agency
- ☐ Gulf Coast Ecosystem Restoration Council
- ☐ Office of National Drug Control Policy (ONDCP)
- ☐ Public Health Service
- ☐ Small Business Administration
- ☐ Social Security Administration
- ☐ Treasury – RESTORE Act
- ☐ Veterans Affairs
- ☐ Other:

Grant Recipient (Organization):

City of Calera

Address 1 (Organization):

7901 US 31

Address 2 (Organization):

City:

Calera

State:

AL

ZIP:

35040

Grant Number(s):

FY22RCE-Unawarded-14 Application No: RCE2023000042

UEI:

YKR2RJ2M3KL5

User First Name:

Kelly

User Last Name:

Ellison

Title:

Finance Director

Phone:

(205) 668-3877

Email:

kellison@calera.org

Assistive Technology – Assistive Technology, such as JAWS, is used for visual impairment.

☐

I use a Visual Impairment (screen reader/JAWS) Assistive Technology.



Role Authority:

- | | |
|---|---|
| ☐ Authorizing Official/Authorizing Representative | ☐ Program Director/Principal Investigator |
| ☒ Financial Officer | ☐ Support Staff |
| ☐ Financial Officer Support | |

Supervisor or Authorized Official Name:

Kenny Dale Cost

Title:

Mayor

Signature:

Note: The Supervisor or Authorized Official should sign requests.

Grant Recipient User Account Request Form

Please use this form to request the following GrantSolutions Grant Recipient user account actions:

- Create a new account at an existing Grant Recipient organization
- Update information pertaining to an existing Grant Recipient account
- Close an existing Grant Recipient account

Create New User Account

The new user's Supervisor or Authorized Official must approve all account requests.

1. The user must complete the form
2. The user who is receiving access must:
 - a. Sign and date Part 1 of the form (Rules of Behavior)
3. The Supervisor or Authorized Official must verify and sign Part 2 of the User Account Request Form

Update Existing User Account

Should any information regarding an existing Grant Recipient user account change, please select "Request Type: Account Change" and complete the form in its entirety. Changes to existing accounts may include:

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- Update of user's contact information

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Grant Recipient User Account Request Form: Part 1

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User Name (Printed) Kenny Dale Cost

User Signature _____ Date _____



Grant Recipient User Account Request Form: Part 2

Request Type:

☒

New Account

☐

Account Change

☐

Account Closure

Funding Entity:

Department of Health & Human Services

- ☐ Administration for Children and Families
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- ☐ Indian Health Service
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- ☐ Office of the Assistant Secretary for Health
- ☐ Office of the National Coordinator for Health Information Technology

☐ Department of Homeland Security

Department of Transportation

- ☐ Federal Motor Carrier Safety Administration Federal
- ☒ Railroad Administration
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- ☐ Bureau of the Fiscal Service
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- ☐ Department of Housing and Urban Development
- ☐ Department of the Interior
- ☐ Department of Labor
- ☐ Electoral Assistance Commission
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- ☐ Social Security Administration
- ☐ Treasury – RESTORE Act
- ☐ Veterans Affairs
- ☐ Other:

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7901 US 31

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State:

AL

ZIP:

35040

Grant Number(s):

FY22RCE-Unawarded-14 Application No: RCE2023000042

UEI:

YKR2RJ2M3KL5

User First Name:

Kenny

User Last Name:

Cost

Title:

Mayor

Phone:

(205) 668-3500

Email:

Mayor@calera.org

Assistive Technology – Assistive Technology, such as JAWS, is used for visual impairment.

☐

I use a Visual Impairment (screen reader/JAWS) Assistive Technology.



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- | | |
|--|---|
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Kenny Dale Cost

Title:

Mayor

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User Name (Printed) Kenny Dale Cost

User Signature _____ Date _____



Grant Recipient User Account Request Form: Part 2

Request Type:

☒

New Account

☐

Account Change

☐

Account Closure

Funding Entity:

Department of Health & Human Services

- ☐ Administration for Children and Families
- ☐ Administration for Community Living
- ☐ Administration for Strategic Preparedness & Response
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- ☐ Department of Housing and Urban Development
- ☐ Department of the Interior
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- ☐ Environmental Protection Agency
- ☐ Gulf Coast Ecosystem Restoration Council
- ☐ Office of National Drug Control Policy (ONDCP)
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- ☐ Small Business Administration
- ☐ Social Security Administration
- ☐ Treasury – RESTORE Act
- ☐ Veterans Affairs
- ☐ Other:

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City:

Calera

State:

AL

ZIP:

35040

Grant Number(s):

FY22RCE-Unawarded-14 Application No: RCE2023000042

UEI:

YKR2RJ2M3KL5

User First Name:

Cara

User Last Name:

Stallman

Title:

Principal Investigator

Phone:

(251) 375-6630

Email:

carastallman@gmail.com

Assistive Technology – Assistive Technology, such as JAWS, is used for visual impairment.

☐

I use a Visual Impairment (screen reader/JAWS) Assistive Technology.



Role Authority:

- | | |
|---|--|
| ☐ Authorizing Official/Authorizing Representative | ☒ Program Director/Principal Investigator |
| ☐ Financial Officer | ☐ Support Staff |
| ☐ Financial Officer Support | |

Supervisor or Authorized Official Name:

Kenny Dale Cost

Title:

Mayor

Signature:

Note: The Supervisor or Authorized Official should sign requests.

Mayor Graham introduced the following Resolution:

RESOLUTION NO. 2025-54

**A RESOLUTION AUTHORIZING THE MAYOR-ELECT TO SIGN THE GRANT RECIPIENT USER ACCOUNT FORM
AND OTHER DOCUMENTS RELATED TO THE FY22 RAILROAD CROSSING ELIMINATION GRANT (RCE) –
Application Number RCE2023000042**

WHEREAS, the City of Calera has been notified the Federal Railroad Administration will award a grant under the RCE 2022 Grant Program; and

WHEREAS, to administer this grant, it is necessary to establish and maintain an official Grant Recipient User Account and execute related grant compliance documents; and

WHEREAS, the Mayor-Elect of Calera will assume the duties of Mayor and will be responsible for overseeing the execution of such documents on behalf of the City.

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

1. That the Mayor-Elect is hereby authorized to sign the Grant Recipient User Account Forms and any and all related documents required for the administration of the RCE 2022 Grant.
2. That this authorization shall remain in full force and effect for the duration of the grant award and until all related requirements are satisfied.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its adoption.

Adopted and approved this 6th day of October, 2025.

Council Member ____ made a motion to adopt Resolution No. R-2025-54. Council Member _____ seconded said motion and upon vote, results were as follows:

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

NAYS: None

The Mayor declared Resolution No. R-2025-54 adopted this the 6th day of October 2025.

Jon G. Graham, Mayor

ATTESTED BY:

Connie B. Payton, City Clerk



ABC Licensing & Compliance Division

Pre-Application

Application packet must be completed in full prior to scheduling an appointment.

In this packet is a list of documents that are REQUIRED to obtain an ABC Alcohol or Tobacco and/or Alternative Nicotine Product/Electronic Nicotine Delivery System License. Once you gather ALL documents listed on the checklist and complete this Pre-Application entirely, you will need to scan and email the packet to your local ABC Licensing and Compliance Division office for review. Once it is reviewed, you will be notified of any corrections that need to be made. If no corrections are necessary, an appointment will be scheduled with you to create your official ABC License Application. The local ABC Division office works with applicants **BY APPOINTMENT ONLY**. It is imperative that you arrive to your scheduled appointment on time.

Please use the attached checklist (Form LCD-2) to assist you in gathering the necessary documents for your application. If you have any questions, please contact your local ABC Division office.

1. Applicant Name: Eagles Diamond Club Foundation
(Individual or legal entity responsible for this license; (i.e. sole proprietor, Corporation, Association, LLC, Partnership, LLP)
2. Doing Business As/Trade Name: Same
3. Location Address: 8088 US-31 Calera Shelby 35040
Street Address (Include Suite/Unit/Building Number) City County Zip Code
4. Type of Business: Convenience Store ☐ Grocery ☐ Package Store ☐ Restaurant ☐ Lounge/Private Club ☐
Hotel/Motel ☐ Tobacco Store ☐ Department Store ☐ Other: ☒
5. If not a sole proprietor or partnership, is the applying entity a publicly traded company ☐ or a 501(c) organization ☒ ?
6. Governing Jurisdiction: Shelby Calera
(Where business is physically located – City or County Limits) If business is located in the County, approx. distance from city limit:
7. Police Jurisdiction: City of Calera
(Where business is physically located – City or County Limits)
8. Type of Ownership: Non-profit
(Individual, Partnership, LLP, LLC, Corporation, Association)
9. State Incorporated: Alabama 11. Date Incorporated: 8/18/2022
12. County Incorporated: Shelby 13. Date of Authority to do Business in AL: 8/18/2022
14. Book, Page, Document Number: _____ 15. Alabama State Sales Tax ID number: 001-035505
16. Federal Tax ID number: 88-3784637
17. Mailing Address: P.O. Box 341 Calera Shelby 35040
Street Address (Include Suite/Unit/Building Number) City County Zip Code
☐ Check here if same as location address listed in 3.) above
18. Business Web Address (if applicable) : _____

Contact Information: The contact listed below should be the individual the local ABC Division office will contact regarding this application for any corrections and/or questions that arise throughout the application process, as well as for any future communication with the licensed business. **Please Note: It is extremely important to notify the ABC Board of any changes to the licensee's contact information for renewal purposes**

19. Contact Name: Mitch Jones Contact Relationship to Applicant: Chairman

Contact Home Number: _____ Contact Cell Phone: 205-965-0440
Contact Business Number: _____ Contact Fax Number: _____
Contact Email Address: mitch@mrbuggs.com

Individual or Officer Information: The following information is required for every person with profit or proprietary interest in the applicant. This includes, but is not limited to, all members of an LLC and all officers of a corporation. This does not apply to publicly traded corporations.

Full Name: Stephen Mitchell Jones, II
First Middle Last

Title: Chairman Driver's License Number/State: 6689962 AL Expiration Date: 8/22/2028

Date of Birth: 8/20/1981 Place of Birth: Birmingham, AL

I am a: United States Citizen ☒ Legal Resident of the United States ☐

Social Security Number: 420 -- 31 -- 1201 Home Phone Number: 205-965-0440 Cell Phone Number: _____

Residence Address: 573 Timberline Trl Calera Shelby 35040
Street Address (Include Suite/Unit/Building Number) City County Zip Code

Have you ever legally changed your name? Yes ☐ No ☒

Have you ever legally changed your social security number? Yes ☐ No ☒

Please list all known Aliases and Nicknames: _____

Full Name: Jason Andrew Thornton
First Middle Last

Title: Director Driver's License Number/State: 6557316 AL Expiration Date: 8/9/2027

Date of Birth: 9/13/1979 Place of Birth: Sylacauga, AL

I am a: United States Citizen ☒ Legal Resident of the United States ☐

Social Security Number: 419 -- 25 -- 1203 Home Phone Number: 205-612-3226 Cell Phone Number: _____

Residence Address: 65 Milgray Ln Calera Shelby 35040
Street Address (Include Suite/Unit/Building Number) City County Zip Code

Have you ever legally changed your name? Yes ☐ No ☒

Have you ever legally changed your social security number? Yes ☐ No ☒

Please list all known Aliases and Nicknames: _____

Full Name: _____
First Middle Last

Title: _____ Driver's License Number/State: _____ Expiration Date: _____

Date of Birth: _____ Place of Birth: _____

I am a: United States Citizen ☐ Legal Resident of the United States ☐

Social Security Number: _____ Home Phone Number: _____ Cell Phone Number: _____

Residence Address: _____
Street Address (Include Suite/Unit/Building Number) City County Zip Code

Have you ever legally changed your name? Yes ☐ No ☐

Have you ever legally changed your social security number? Yes ☐ No ☐

Please list all known Aliases and Nicknames: _____

****Additional officers/members must be listed on a separate sheet**

21. Does the applicant own the property? Yes ☐ No ☒
22. Name of Property Owner/Lessor: N/A
23. Property Owner/Lessor Phone Number: N/A
24. What is lessor's primary business? N/A
25. Is lessor involved in any way with the alcoholic beverage business? Yes ☐ No ☒
If yes, please explain in detail: _____
26. Is there any further interest, or connection with, the licensee's business by the lessor? Yes ☐ No ☒
If yes, please explain in detail: _____
27. Will you be: Selling Retail ☒ Manufacturing/Importing ☐ Selling Wholesale ☐
28. Which of the following do you plan to sell? Wine ☐ Beer ☒ Spirits ☐
Tobacco Products and/or Alternative Nicotine Products/Electronic Nicotine Delivery Systems ☐
29. If you selected "Tobacco Products and/or Alternative Nicotine Products/Electronic Nicotine Delivery Systems" above, which product type(s) do you plan to sell:
☐ (1) Tobacco Products;
☐ (2) Alternative Nicotine Products and/or Electronic Nicotine Delivery Systems; or
☐ (3) All of the above
30. Will the business be restricted to those 21 years of age or older? Yes ☒ No ☐
31. Will you sell: On-Premises ☒ Off-Premises ☐ On and Off-Premises ☐
32. Will the business be operated primarily as a package store? Yes ☐ No ☒
33. Display square footage: N/A 34. Building dimensions square footage: N/A
36. License Structure: Single Structure ☐ Shopping Center ☐ Single Level ☐ Multiple Levels ☐
37. License Covers: Entire Structure ☐ Top Floor ☐ Bottom Floor ☐ or Other: ☒
If other, please explain in detail: _____
38. Is the physical structure of your business completed (pertaining to remodeling, new structures, etc.)? Yes ☐ No ☒
If no, please explain in detail: _____
39. Has applicant complied with Financial Responsibility ABC Rules and Regulations 20-X-5-.14 regarding Liquor Liability? Yes ☐ No ☒ Liquor Liability Expiration Date: _____
40. How will you be funding the business? (i.e. loan, individual, business, other?): _____
41. Does ABC have any pending actions against you or any member of the applying entity? Yes ☐ No ☒
If yes, please explain in detail: _____
42. If a transfer, does ABC have any pending violations against the current licensee? Yes ☐ No ☒
If yes, please explain in detail: _____
43. Has anyone, including the manager or applicant, had a Federal/State permit or license suspended or revoked? Yes ☐ No ☒
If yes, please explain in detail: _____

44. Are the applicant(s) named above the only person(s) interested in the business sought to be licensed (i.e. silent partner)? Yes ☐ No ☒ If no, please explain: _____
45. Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment? Yes ☐ No ☒
If yes, please explain in detail: _____
46. Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under the authority of this act? For example, applicant is applying for a retail beer license but also owns a property that is a licensed premises to manufacture beer. Yes ☐ No ☒
If yes, please provide business name and license number: _____
47. Is the applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof, from or through a subsidiary or affiliate or any other licensee, or from any firm, association, or corporation operating under or regulated by the authority of this act? For example, applicant is applying for a restaurant license and borrowed money to open their business from the owner of a distillery. Yes ☐ No ☒
If yes, please provide business name and license number: _____
48. Has any person(s) with any interest, whether as applicant, officer, member or partner been charged (whether convicted or not) with any law violation(s) – Include DUIs, but can exclude minor traffic offenses: Yes ☐ No ☒

If yes, please explain below:

Name	Violation & Date	Arresting Agency	Disposition

List any additional violation history on a separate sheet

ADDITIONAL INFORMATION REQUIRED FOR LOCATIONS WITH ON-PREMISE SERVICE AND CONSUMPTION:

49. Have the requirements of Rules and Regulations 20-X-6-.02 (6) and (7) been met? Yes ☐ No ☒
50. Service and Consumption area square footage (must be at least 500 sq. ft.): 10000 SF
51. Seating capacity in Consumption area (must be enough seating for a minimum of 16): NA
52. Does the proposed licensed premise contain a fully operational kitchen including a stove, refrigerator, and sink? Yes ☐ No ☒
53. Is the business used to habitually and principally provide food to the public? Yes ☐ No ☒
54. Does the proposed licensed premise have a functioning sink or sanitizing area for dishes? Yes ☐ No ☒
55. Does the proposed licensed premise have functioning restroom facilities? Yes ☒ No ☐
56. Does the proposed license premise include a patio area? Yes ☒ No ☐
If you selected yes, is the patio area visible from a church or school? Yes ☐ No ☒

ADDITIONAL INFORMATION REQUIRED FOR SPECIAL EVENTS LICENSE APPLICANTS ONLY (TEMPORARY LICENSE)

57. Will the event be 7 days or less? Yes ☒ No ☐
58. Will the event be more than 7 days, but less than 30 days? Yes ☐ No ☒
59. Event Start Date: October 17th, 2025 Event End Date: October 18th, 2025
60. Description of Special Event Location: Calera Main Street grounds and pavilion
(Tent, City Park, Parking Lot, etc.): City pavilion
61. Type of alcoholic beverages to be sold (Beer, Wine, and/or Liquor):
Beer
62. Other Restrictions to Apply:
N/A

ADDITIONAL INFORMATION REQUIRED FOR (031) or (032) CLUB LIQUOR RETAIL LICENSE APPLICANTS ONLY

60. 031 – Non-Profit Private Club: Do you have a minimum of 150 members? Yes ☐ No ☐
61. 032 – Private Club: Do you have a minimum of 100 members? Yes ☐ No ☐
62. Have you met all requirements as outlined in 20-X-5-.03? Yes ☐ No ☐
- (See www.alabcboard.gov under the Legal heading)

ADDITIONAL INFORMATION REQUIRED FOR WINE FESTIVAL AND WINE FESTIVAL PARTICIPANT LICENSE APPLICANTS ONLY:

63. Will the event be 5 days or less? Yes ☐ No ☐
64. Event Start Date: _____ Event End Date: _____
65. Description of Wine Festival Location: (i.e. licensed winery premises, tent, city park)

66. Other Restrictions to Apply: _____

IMPORTANT FACTS ABOUT AN ABC LICENSE

- The Alabama ABC License must be posted on the premises before you can order from a distributor or sell alcoholic beverages.
- Alabama ABC licensees are location specific and cannot be moved to any other location without completing a location transfer.
- Your local ABC office must be notified, in writing, of any changes in ownership with-in twenty days. NO EXCEPTIONS.
- No alcoholic beverages are allowed on the premises except that which is purchased by the ABC licensee and approved for sale within this state.
- Alabama ABC Licenses operate on a fiscal year and expire annually on September 30th. The license Renewal Period is from June 1st through July 31st of each year. The State of Alabama does NOT pro-rate the license fee.
- ABC licenses will be renewed online annually and printed by the licensee.
- All ABC Licensees are required to provide a valid e-mail address in order to receive their renewal notice and other important announcements.
- Any and ALL areas of an ABC licensed/permitted location is subject to inspection for compliance during their regular business hours by any Alabama ABC License Inspectors, any Law Enforcement Agency, and any other appointed agents of the Board.
- Any ABC Licensed location is enforced according to and must abide by state laws set forth by Code of Alabama 1975, Title 28, and ABC Rules and Regulations. Both can be found on our website, www.alabcboard.gov.

SIGNATURE REQUIRED:

I, Mitch Jones, attest to the truthfulness of the responses given within the above license application.

Mitch Jones
(Signature)

10/3/2025

(DD/MM/YYYY)

Connie Payton

From: Mitch Jones <Mitch@MrBuggs.com>
Sent: Friday, October 3, 2025 4:03 PM
To: Connie Payton
Subject: [EXTERNAL][A/V UNSCANNABLE]FW: Pre-application/checklist for special event
Attachments: ABC License-Permit PreApplication Eagles Diamond Club Foundation.pdf

Ms. Payton,

Jason Thornton asked me to get you something from the ABC board showing that we are working towards getting our special event license for the rodeo. She did not get back to me today, so I am forwarding you the email thread below showing that we are in that process. I have sent her all the documents she requested below, and I am waiting for her to get back to me with next steps. I asked her for something on her end to provide to you and the council, however she has not yet gotten back to me. I am hoping this email thread will be sufficient. I am also attaching the application I submitted if that helps. If not, please let me know what else you might need from me instead.

Thank you for your help with this matter!

Mitch Jones

Chief Revenue Officer



From: Dudley, LaVonda <LaVonda.Dudley@abc.alabama.gov>
Sent: Tuesday, September 30, 2025 10:28 AM
To: Mitch Jones <Mitch@MrBuggs.com>
Subject: RE: Pre-application/checklist for special event

Good morning Mitch,

Even though you guys are a non-profit organization we will still need some of the information provided on the pre-application as well. The license type will be temporary for the date provided for the event. (Special Event Alcohol License)

I will still need the pre-application, two forms identification documents from individuals on the application, 501c, sketch of event location (I can help with the sketch), corporation documents, property agreement (showing control of property).

Please let me know if you need any further assistance. I still believe we can get it done. 😊 I will be in my office this afternoon if you would like to give me a call.

Thanks,

La Vonda Dudley | Licensing Inspector
Licensing and Compliance Division
State Of Alabama
Alcoholic Beverage Control Board
Division G
234 Aquarius Drive, Suite 103
Homewood, Alabama 35209
Office 205.942.7955
Cell 205.644.3144
Email lavonda.dudley@abc.alabama.gov



From: Mitch Jones <Mitch@MrBuggs.com>
Sent: Tuesday, September 30, 2025 9:34 AM
To: Dudley, LaVonda <LaVonda.Dudley@abc.alabama.gov>
Subject: RE: Pre-application/checklist for special event

You don't often get email from mitch@mrbuggs.com. [Learn why this is important](#)

I am going through the attached application, but I am noticing the majority of the questions pertain to actual businesses or locations. We are a non-profit organization and are only needing a temporary license for our event. Is there an abbreviated version of the application that only applies to this scenario? I ask because Jackie with Main St Calera sent me a form that she filled out the last time they did an event, and it was much different than the one attached.

Thanks in advance,

Mitch Jones

Chief Revenue Officer



From: Dudley, LaVonda <LaVonda.Dudley@abc.alabama.gov>

Sent: Friday, September 26, 2025 11:16 AM

To: Mitch Jones <Mitch@MrBuggs.com>

Subject: Pre-application/checklist for special event

Good morning,

Please see attachment. Let me know if you have any questions.

Thanks, 😊

La Vonda Dudley | Licensing Inspector
Licensing and Compliance Division
State Of Alabama
Alcoholic Beverage Control Board
Division G
234 Aquarius Drive, Suite 103
Homewood, Alabama 35209
Office 205.942.7955
Cell 205.644.3144
Email lavonda.dudley@abc.alabama.gov



**Domestic Violence Awareness Month Proclamation
October 2025**

WHEREAS, domestic violence is a pervasive public health and safety issue that affects individuals in every community, regardless of age, gender, race, religion, sexual orientation, or socioeconomic status; and

WHEREAS, one in four women and one in seven men have experienced severe physical violence by an intimate partner in their lifetime, according to national statistics; and

WHEREAS, domestic violence can have lasting emotional, psychological, and physical effects on survivors and their families, and it often goes unreported due to fear, stigma, and systemic barriers; and

WHEREAS, children who witness domestic violence are at greater risk of experiencing emotional trauma, developmental challenges, and continuing the cycle of violence in their own lives; and

WHEREAS, communities must come together to support survivors, hold offenders accountable, and work collaboratively to prevent domestic violence through education, outreach, and advocacy; and

WHEREAS, during the month of October, individuals and organizations across the nation will join together to raise awareness, promote prevention, and support efforts to end domestic violence; and

WHEREAS, the courage and resilience of survivors, advocates, service providers, and all those working to end abuse must be recognized and honored;

NOW, THEREFORE, I, Jon G. Graham, Mayor, do hereby proclaim October 2025 as **Domestic Violence Awareness Month** in the City of Calera, Alabama, and I urge all citizens to take a stand against domestic violence by supporting survivors, speaking out against abuse, and fostering a community where all individuals can live free from fear and violence.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Calera, Alabama to be affixed this 6th day of October 2025.

Jon G. Graham
Mayor



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250930140843836



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
R AND R WINE AND LIQUOR LLC
Address: 4601 HWY 31 STE I
CALERA, AL 35040
Telephone: 205-527-5386

NEW APPLICANT:
PARRIS INVESTMENTS LLC
Address: 4726 SYLVANER LNE
BIRMINGHAM, AL 35244
Telephone: 256-283-8969

Current License No: 010284058
010284058

LICENSED PREMISES ADDRESS: 4601 HIGHWAY 31 STE I CALERA, AL 35040

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 30th day of September, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Robert Rourke
Print Name:
Title: President

Lena Parris
Print Name:
Title: owner

WITNESS: (By ABC Enforcement)
Revised 9/08

Katelyn Scubrough



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250930140843836

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **ETAP LLC TAMMY HATCH 205-281-8601**

What is lessors primary business? **REAL ESTATE**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **YES**

Does the premise have a fully equipped kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **YES**

Building Dimensions Square Footage: **900** Display Square Footage: **8813**

Building seating capacity: **0** Does Licensed premises include a patio area? **NO**

License Structure: **SINGLE STRUCTURE** License covers: **OTHER**

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence: **0 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **YES**

Name:	Violation & Date:	Arresting Agency:	Disposition:
LENA PARRIS	GREATER THAN 10 YEARS 03-31-2001 LARC-OF-PROP	ANNISTON POLICE DEPARTMENT	GREATER THAN 10 YEARS



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250930140843836



Initial each

☐ UP

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☐ UP

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ CP

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ N/A

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ N/A

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐ CP

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ CP

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ CP

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ UP

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Lena Parkis

Signature of Applicant: [Signature]

Notary Name (print): Kathy T. Scarbrough

Notary Signature: [Signature]

Commission expires: 03/21/2026

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250930140843836

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

What is the applicant(s) primary source of funding?: SELF

License Covers: SUITE I

Receipt Confirmation Page

Receipt Confirmation Number: **20250930140843836**
Application Payment Confirmation Number: **112824582**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 011 and License 990	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

License Type 2: 990 - TOBACCO ONLY

License County: SHELBY

Business Type: LLC

Trade Name: **BEVY PACKAGE STORE**

Applicant Name: **PARRIS INVESTMENTS LLC**

Location Address: 4601 HIGHWAY 31 STE I
CALERA, AL 35040

Mailing Address: 4726 SYLVANER LNE
BIRMINGHAM, AL 35244

Contact Person: LENA PARRIS

Contact Home Phone: 256-283-8969

Contact Business Phone: 256-283-8969

Contact Fax:

Contact Cell Phone: 256-283-8969

Contact Email Address:

Contact Web Address:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251001102224111

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: State: County:

Trade Name: **SPEED TRAC CHEVRON** Filing Fee: \$50.00

Applicant: **AL BARI INC** Transfer Fee:

Location Address: 11843 HIGHWAY 25 CALERA, AL 35040

Mailing Address: 11845 HIGHWAY 25 CALERA, AL 35040

County: SHELBY Tobacco sales: YES Tobacco Vending Machines:

Product Type: 03 Type Ownership: CORPORATION

Book, Page, or Document info: 001-165-089

Do you sell Draft Beer?:

Date Incorporated: 12/03/2024 State incorporated: AL County Incorporated: JEFFERSON

Date of Authority: 12/03/2024

Federal Tax ID: 33-2230499

Alabama State Sales Tax ID: R012306568

Name:	Title:	Date and Place of Birth:	Residence Address:
SALIM RAJPARI 5936839 - AL	PRESIDENT	07/16/1967 PAKISTAN	2305 ARBOR GLENN HOOVER, AL 35244

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SALIM RAJPARI

Business Phone: 205-223-1496

Fax:

Home Phone: 205-223-1496

Cell Phone: 205-223-1496

E-mail: MIRAJINC@BELLSOUTH.NET

PREVIOUS LICENSE INFORMATION:

Trade Name: SPEEDTRAC

Applicant: SPEEDTRAC INC

Previous License Number(s)

License 1: 000118758

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251001102224111

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **SRLR LLC 205-223-1496**
What is lessors primary business? **GAS STATION**
Is lessor involved in any way with the alcoholic beverage business? **YES**
Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**
Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **3200** Display Square Footage:
Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **0** Nearest: **0**
Nearest school: Nearest church: Nearest residence: **0 miles**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **YES**

Name:	Violation & Date:	Arresting Agency:	Disposition:
NO ARRESTS WITHIN LAST 10 YEARS	NO ARRESTS WITHIN LAST 10 YEARS	NO ARRESTS WITHIN LAST 10 YEARS	NO ARRESTS WITHIN LAST 10 YEARS



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251001102224111



Initial each

☐ *LS*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☐ *LS*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ *LS*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☒

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ *LS*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ *LS*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ *LS*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Salim Rajpari

Signature of Applicant:

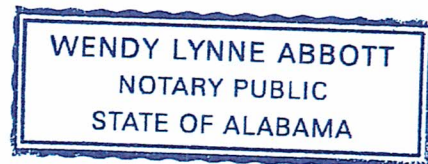
LS

Notary Name (print):

Wendy Abbott

Notary Signature:

Wendy Abbott



Commission expires:

7/29/26

Application Taken: *12/25* App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251001102224111

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: MIRAJ INC - 011931758 - FULTONDALE, AL / ALQADAR INC - 011734237 - GRAYSVILLE, AL / AL BARI INC - 012276159 - SPRINGVILLE, AL

Is the lessor involved in any way with the alcohol beverage business?: LESSEE AND LESSOR ARE OWNED BY THE SAME INDIVIDUAL.

Is ther any further interest in, or connection with, the licensee's business by the lessor?: LESSEE AND LESSOR ARE OWNED BY THE SAME INDIVIDUAL.

Receipt Confirmation Page

Receipt Confirmation Number: **20251001102224111**
Application Payment Confirmation Number: 112845976

Payment Summary	
Payment Item	Fee
Application Fee for License 070	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
			\$0.00
Total Amount to be Charged	\$75.00	\$150.00	\$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

License Type 2:

License County: SHELBY

Business Type: CORPORATION

Trade Name: **SPEED TRAC CHEVRON**

Applicant Name: **AL BARI INC**

Location Address: 11843 HIGHWAY 25
CALERA, AL 35040

Mailing Address: 11845 HIGHWAY 25
CALERA, AL 35040

Contact Person: SALIM RAJPARI

Contact Home Phone: 205-223-1496

Contact Business Phone: 205-223-1496

Contact Fax:

Contact Cell Phone: 205-223-1496

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: OWNER



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251001094631111

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:
Type License: 990 - TOBACCO ONLY State: County:
Trade Name: **SPEED TRAC CHEVRON** Filing Fee:
Applicant: **AL BARI INC** Transfer Fee: \$100.00
Location Address: 11843 HIGHWAY 25 CALERA, AL 35040
Mailing Address: 11845 HIGHWAY 25 CALERA, AL 35040
County: SHELBY Tobacco sales: YES Tobacco Vending Machines:
Product Type: 03 Type Ownership: CORPORATION
Book, Page, or Document info: 001-165-089
Do you sell Draft Beer?:
Date Incorporated: 12/03/2024 State incorporated: AL County Incorporated: JEFFERSON
Date of Authority: 12/03/2024
Federal Tax ID: 33-2230499 Alabama State Sales Tax ID: R012306568

Name:	Title:	Date and Place of Birth:	Residence Address:
SALIM RAJPARI 5936839 - AL	PRESIDENT	07/16/1967 PAKISTAN	2305 ARBOR GLENN HOOVER, AL 35244

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SALIM RAJPARI
Business Phone: 205-223-1496
Fax:

Home Phone: 205-223-1496
Cell Phone: 205-223-1496
E-mail: MIRAJINC@BELLSOUTH.NET

PREVIOUS LICENSE INFORMATION:
Trade Name: SPEEDTRAC
Applicant: SPEEDTRAC INC

Previous License Number(s)
License 1: 000118758
License 2: 000118758



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251001094631111

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **SRLR LLC 205-223-1496**

What is lessors primary business? **GAS STATION**

Is lessor involved in any way with the alcoholic beverage business? **YES**

Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**

Does the premise have a fully equipped kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **3200** Display Square Footage:

Building seating capacity: **0** Does Licensed premises include a patio area? **NO**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **0** Nearest: **0**

Nearest school: Nearest church: Nearest residence: **0 miles**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **YES**

Name:	Violation & Date:	Arresting Agency:	Disposition:
NO ARRESTS WITHIN LAST 10 YEARS	NO ARRESTS WITHIN LAST 10 YEARS	NO ARRESTS WITHIN LAST 10 YEARS	NO ARRESTS WITHIN LAST 10 YEARS



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251001094631111

Initial each

Signature page

☐ *LR*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☐ *LR*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ *LR*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☒ *X*

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ *X*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐ *LR*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ *LR*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ *LR*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama

Alcoholic Beverage Control Board.

☐ *LR*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Salim Raj Parsi

Signature of Applicant:

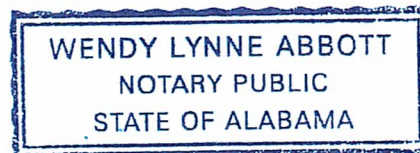
[Signature]

Notary Name (print):

Wendy Abbott

Notary Signature:

Wendy Abbott



Commission expires:

2/29/26

Application Taken: *10/2/25* App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



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Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: MIRAJ INC - 011931758 -

FULTONDALE, AL / ALQADAR INC - 011734237 - GRAYSVILLE, AL / AL BARI INC - 012276159 - SPRINGVILLE, AL

Is the lessor involved in any way with the alcohol beverage business?: LESSEE AND LESSOR ARE OWNED BY THE SAME INDIVIDUAL.

Is ther any further interest in, or connection with, the licensee's business by the lessor?: LESSEE AND LESSOR ARE OWNED BY THE SAME INDIVIDUAL.

Receipt Confirmation Page

Receipt Confirmation Number: **20251001094631111**
Application Payment Confirmation Number: 112844246

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050 and License 990	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)

License Type 2: 990 - TOBACCO ONLY

License County: SHELBY

Business Type: CORPORATION

Trade Name: **SPEED TRAC CHEVRON**

Applicant Name: **AL BARI INC**

Location Address: 11843 HIGHWAY 25
CALERA, AL 35040

Mailing Address: 11845 HIGHWAY 25
CALERA, AL 35040

Contact Person: SALIM RAJPARI

Contact Home Phone: 205-223-1496

Contact Business Phone: 205-223-1496

Contact Fax:

Contact Cell Phone: 205-223-1496

Contact Email Address:

Contact Web Address:

Request to be Added to Council Agenda

09/29/2025 4:22 PM (EDT)

Request to be Added to Council Agenda

REQUEST TO BE ADDED TO THE CITY COUNCIL AGENDA

Form must be completed no later than 5:00 p.m. on the Monday prior to the council meeting.

SPEAKING POLICY REQUIREMENTS

- 1. All individuals wishing to address the Council must complete the request form.
- 2. Verbal comments and interruptions from the floor will not be allowed.
- 3. Each speaker will be limited to five (5) minutes. For groups of individuals that wish to address the Council on the same topic, they will be limited to three (3) minutes per speaker. In cases where there are multiple speakers on the same topic, speakers are encouraged not to repeat the same information presented by previous speakers.

Date of Request	09/29/2025
Meeting Date	October 6th, 2025
Speaker's Name	Kimberly Kihara
Speakers Address	679 The Heights Ln
City	Calera
State	Alabama
Zip Code	35040
Telephone #	2056055032
Email Address	kbhightower12@gmail.com

Briefly explain the topic or issue that you would like to discuss	I would like to speak before the council about serious concerns regarding a local daycare center's failure to follow proper health and safety protocols, including violations of CDC hand-washing guidelines and inconsistent illness exclusion policies. Additionally, I believe I experienced retaliation after raising these concerns in good faith. I am asking the council to explore stronger oversight and accountability measures for childcare providers operating within the city limits.
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Please attach any photographs, documents, or presentations that you would like to show at the meeting	 HANDBOOK PAGE 10.pdf
	 WEBSITE STANDARD.pdf

- ø The Director on Duty will administer all oral medications. Classroom teachers will administer topical medications.
- ø All medications must stay in a locked and secure place designated by your school's director (Medications cannot be in diaper bags).

"Authorization for Administering Medication Form" is available in the office and online.

Enhanced Cleaning Procedures

Germs are everywhere. For the safety of your child, we have developed enhanced cleaning procedures for your child's classroom and common areas.

- ø **Disinfecting Bins.** Toys that are handled often by children will immediately be put into the disinfecting bin. Every toy in the bin will be thoroughly disinfected before becoming available for use in the classroom.
- ø **Enhanced Disinfecting procedures.**
 - ø All doorknobs, light switches, cabinet handles, touch screens, and other frequently handled objects will be disinfected once EVERY HOUR.
 - ø All toys, surfaces, and floors will be disinfected twice every day.
 - ø Teachers will wash their hands TWICE EVERY HOUR.
 - ø Children will wash their hands ONCE EVERY HOUR.
 - ø Hard surfaces and toys on the playground will be disinfected regularly throughout the day between play sessions.

Potty Training

When your child is ready to "potty-train," we will work diligently with you to help accomplish that goal. Please keep in mind that children do not get ready to potty train at any predetermined age.

While we are committed to assisting you in this area, the health and safety of all the children present takes priority. For that reason, we require that all children wear pull-ups until we all agree that "big kid underwear" should be worn.

Sometimes children "relapse" after having been successful at toileting. These setbacks are always temporary but may necessitate your child going back to pull-ups for a time. Please keep in mind that this is required for the health and safety of all children in the room and has a negligible impact on your child's success in toileting.

- Hand washing. As simple as it may seem, hand washing is the single most preventive measure in the day-care center. Indeed, one study showed that outbreaks could be cut in half simply by requiring staff and children to wash their hands after diaper changes and bowel movements;
- Providing separate diaper-changing areas, preferably with disposable cover sheets and smooth, nonabsorbent, easily cleaned surfaces;
- Cleaning and disinfecting the diapering area after each use;
- Keeping younger children—especially those in diapers—separate from older children during the day;
- Keeping sick children at home;
- Segregating children who feel better but who may still be carriers;
- Providing staff education on preventive measures and regular follow-ups to be sure the measures are being taken.

Day-care staff members should wash their hands when they start work, before preparing or serving food, after diapering a child or wiping his nose or cleaning up messes, and after a trip to the bathroom.

For children, the routine is much the same, the CDC advises. Center staff should be sure that children's hands are washed when they arrive, before they eat or drink, and after they use the toilet or have their diapers changed.

It's also important that the diaper-changing area is located well away from food-serving areas and that a separate sink is used for preparing food and washing dishes.

In addition, we wash and sanitize toys daily and provide a child-safe antimicrobial hand sanitizer that we *require* parents use before they enter our secure area. We use an amazing product called Force of Nature, an EPA-