



## **Minutes of the City of Calera Council Meeting August 16, 2021**

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, August 16, 2021, at 6:30 p.m., in a regular meeting. Mayor Graham residing.

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

Jon G. Graham, Mayor  
Philip Busby, Council Member  
Kenny Dale Cost, Council Member  
Ernest Montgomery, Council Member  
Calvin Morgan, Council Member  
Kay Snowden Turner, Council Member  
Alan Watts, Council Member

### **Guests:**

Sean Kendrick, James Fuller, Kelly Ellison, Tip Edwards, Reggie Darden, Seth Gandy, Debbie and Richard Byers, Bill Hilyer, Dawn Griggs, David Hyche, Jackie Batson, Dennis Torrealba, Howard Kaplan, Greg and Donna Gray, Stephanie Busby, Marvin Gentry, Shane Stoudenmire, John Reamer, Brianna Gilliland

### **Mayor Graham called the meeting to order at 6:30 p.m.**

### **Word of Prayer and Pledge of Allegiance:**

Calvin Morgan opened the meeting with prayer and the Pledge of Allegiance.

### **Approval of Minutes:**

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

Regular Meeting – August 2, 2021  
Work Session – August 2, 2021

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

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

NAYS: None

Motion Passed

### **Old Business:**

No old business

### **New Business:**

#### **David Hyche, Police Chief – Intergovernmental Agreement Establishing the North Alabama Cooperative Purchasing Association (See Attached)**

Council Member Turner made a motion authorizing Chief Hyche to sign the Intergovernmental Agreement Establishing the North Alabama Cooperative Purchasing Association. Council Member Watts seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

#### **Resolution No. 2021-23 Alabama Department of Transportation Project No. ATRP2-59-2020-059-CN Bridget Replacement and Approaches (BIN 000519) on SR 25 over Waxahatchee Creek (See Attached)**

Council Member Turner moved that Resolution No. R-2021-23 is adopted. Council Member Busby seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed – Adopted this 16<sup>th</sup> day of August 2021

**Kelly Ellison, Finance Director – Classification and Compensation Plan Proposal (See Attached)**

Council Member Cost made a motion authorizing the Classification and Compensation Plan Proposal. Council Member Morgan seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

**Downtown Calera Properties Update – Block Building (Rabbits Old Building / Owners Bridenbaugh and Binkerd) and the Cosby Buildings – Authorization for Mayor to sign contract to purchase Block Building and move forward with the purchase of the Cosby Buildings**

Council Member Morgan made a motion authorizing Mayor Graham to sign a contract for the purchase of the Block Building and the Cosby Buildings. Council Member Cost second said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

**Resolution No. 2020-41 Placing a Six Month Hold on Applications for Residential Preliminary Plats adopted on December 21, 2020 – Request for 60 Day Extension approved on June 7, 2021 – Request for an Additional 60 Day Extension (See Attached)**

Council Member Busby moved that Resolution No. R-2020-41 be extended an additional 60 days. Council Member Watts seconded said motion and upon vote, the results were as follows:

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

NAYS: Cost

Motion Passed

**Guests:**

Marvin Gentry and John Reamer addressed the Mayor and Council Members

Council Member Cost made a motion to adjourn the meeting at 7:28 p.m.

Approved this 7<sup>th</sup> day of September 2021.

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Jon G. Graham, Mayor

ATTEST:

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Connie B. Payton, City Clerk

To view our City Council Meeting please click the link below:

<https://www.youtube.com/watch?v=kpfkglRjujY>

# **PUBLIC NOTICE**

**The Mayor and Council will  
hold the following work sessions:**

**Monday - August 16, 2021**

**Immediately following the regular scheduled  
council meeting at 6:30 p.m.**

**Monday, August 23, 2021, at 7:00 p.m.**

**Monday – August 30, 2021, at 6:00 p.m.**

**The purpose of the work  
session is to:**

**Discuss the proposed 2021 / 2022 budget**

Mayor Graham introduced the following Resolution:

**RESOLUTION NO. R-2021-23**

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

**WHEREAS**, the City of Calera, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made on SR-25 within the City Limits of Calera, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number:

ATRP2-59-2020-059-CN Bridge Replacement and Approaches (BIN 000519) on SR-25 over Waxahatchee Creek, Shelby County.

**WHEREAS**, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

**WHEREAS**, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

**BE IT RESOLVED** by the City Council of Calera, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of

Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A - This project does not require permanent barricade or relocation of any intersecting streets.

Please refer to: Project Notes

(Sheet 2-C)

Please refer to: General Traffic Control Plan Notes

(Sheet 2-D)

Please refer to: Temporary Traffic Control Plan, Detour and Sequence of Construction

(Sheets 30 - 35)

**BE IT FURTHER RESOLVED** by the City Council, that for and in consideration of the

Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

**BE IT FURTHER RESOLVED** by this City Council:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same.
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

**BE IT FURTHER RESOLVED**, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

Council Member Turner moved that Resolution No. R-2021-23 be adopted. Council Member Busby seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2021-23 adopted.

Adopted this 16<sup>th</sup> day of August 2021.

ATTEST

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Connie B. Payton, City Clerk

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Jon G. Graham, Mayor

I, the undersigned qualified and acting Clerk of the City of Calera, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council named therein, at a regular meeting of such Council held on the 16<sup>th</sup> day of August, 2021, and that such resolution is of record in the office of the City.

ATTESTED:

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Connie B. Payton, City Clerk

Jon G. Graham, Mayor

16<sup>th</sup> day of August 2021 and that such resolution is of record in a Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the city on this 16<sup>th</sup> day of August 2021.

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Connie B. Payton, City Clerk



Kay Ivey  
Governor

## ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION  
OFFICE OF REGION ENGINEER  
100 CORPORATE PARKWAY  
SUITE 450  
HOOVER, AL 35242  
P.O. BOX 382348  
BIRMINGHAM, AL 35238-2348  
TELEPHONE: (205) 327-4962



John R. Cooper  
Transportation Director

August 3, 2021

The Honorable Jon Graham  
Mayor, City of Calera  
7901 Highway 31  
Calera, Alabama 35040

RE: Shelby County  
Project Number: ATRP2-59-2020-059-CN  
Bridge Replacement and Approaches (BIN  
000519) on SR-25 over Waxahatchee Creek

Dear Mayor Graham:

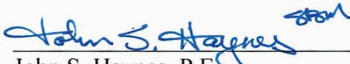
Attached you will find the Standard Project Resolution and Plans concerning the above referenced project.

Please review these documents and, if all is in order, present them to the City Council of Calera for consideration and approval. It is important to emboss the official City of Calera Seal on each signature sheet. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the agreement. After execution, please return this document, with original signatures (no stamps), to this office, ATTN: Mrs. Sandra F. P. Bonner to avoid possible delays to the letting schedule.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.  
East Central Region Engineer

By:   
John S. Haynes, P.E.  
Assistant Region Engineer - Pre-Construction

DL/JSH/jei  
Attachment  
C: Mrs. Sandra F. P. Bonner  
File w/att.

Mayor Pro Tem Montgomery introduced the following Resolution:

**RESOLUTION NO. R-2020-41**

**A RESOLUTION PLACING A SIX-MONTH HOLD ON APPLICATIONS FOR RESIDENTIAL PRELIMINARY PLATS**

**WHEREAS**, it is in the best interests of the overall development of the City to provide for orderly growth and balance in the development of residential areas in order to have a diverse and stable economy and to provide a variety of housing options; and

**WHEREAS**, the City through its Planning Commission is proceeding to update its master comprehensive plan and make related changes to the Zoning Ordinance, which are a result of the findings of the master comprehensive plan update; and

**WHEREAS**, the City Council finds that it is necessary and proper for the promotion of the prosperity and welfare of the citizens and in the best interest of the City to place a hold on preliminary plat applications for all residential zoning classifications while the City researches, studies and develops the updated master comprehensive plan and related zoning ordinance sections; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Calera, Alabama, that there is hereby placed a hold on applications for preliminary plats for all residential zoning classifications for a period of six months from the effective date of this resolution. During the period of the hold, applications for the aforementioned residential preliminary plats shall not be accepted and such preliminary plats will not be approved by the Planning Commission.

This hold does not apply to property with a currently approved Preliminary Plat.

Council Member Morgan moved that Resolution No. R-2020-41 be adopted. Council Member Cost seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Pro Tem Montgomery declared Resolution No. R-2020-41 adopted.

Adopted this 21<sup>st</sup> day of December, 2020.

\_\_\_\_\_  
Ernest Montgomery, Mayor Pro Tem

ATTEST:

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

**June 7, 2021, Resolution No. R-2020-41 extended 60 Days**  
**August 16, 2021, Resolution No. R-2020-41 extended an additional 60 Days**

## **INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTH ALABAMA COOPERATIVE PURCHASING ASSOCIATION**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the public bodies governed by the General Provisions of the public contracts law of the State of Alabama (Code of Alabama 41-16-50) located within the State of Alabama, and/or other entities such as non profit organizations including but not limited to cultural and recreational; educational and research; health; social services; and community development and housing that agree to be governed by the provisions of the NORTH ALABAMA COOPERATIVE PURCHASING ASSOCIATION as hereinafter set forth,

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama 41-16-50), the parties hereto do hereby agree as follows:

### **SECTION 1**

The parties hereto do hereby create, as a voluntary association, the NORTH ALABAMA COOPERATIVE PURCHASING ASSOCIATION, hereinafter referred to as "the Cooperative", for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of each entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure as it may deem suitable for the conduct of its business.

### **SECTION 2**

There is hereby established an Executive Board comprised of the Chief Executive or their designate of each participating entity, with one vote being allocated to each participant on all matters. The Executive Board shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to the employment of a coordinator and the determination of the assessment or method of determination of the assessment for membership. Annually, the Executive Board shall elect by majority vote of those present, a chairperson. The chairperson shall have signature authority for the Cooperative in the matter of employing the coordinator. The coordinator is designated as the purchasing agent for the members of the cooperative pursuant to Code of Alabama 41-16-50, this agreement, and the by-laws of the cooperative.

### **SECTION 3**

There is hereby established an Advisory Board comprised of a representative of each participating entity with one vote being allocated to each participant in all matters. The Advisory Board shall work with the coordinator to determine commodities and services to be bid and to recommend operational changes to the Executive Board. Each participating entity shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

### **SECTION 4**

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

### **SECTION 5**

The specifications for items to be purchased will be prepared by the Coordinator of the Cooperative for use by all members of the Cooperative. Where feasible, the Coordinator shall seek input from the other participants to insure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

### **SECTION 6**

One member agency, hereinafter referred to as the host agency, shall act as the lead agency for the Cooperative and will assume the responsibility for housing the coordinator and the operations of the cooperative. The coordinator and the host agency have the authority to expend the funds of the cooperative for operations. The coordinator with assistance from the host agency will be responsible for coordinating and advertising for bids on behalf of the other members of the Cooperative participating on a particular bid. As such, the host agency and the coordinator shall be designated to receive and open the bids on behalf of the other participating governments at the time and in the manner provided by law with at least two members of the advisory board present.

## **SECTION 7**

Responses to all bids will be received by the coordinator and host agency. Not later than fifteen (15) days following the receipt of bids, the Coordinator will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder. If the Coordinator determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

## **SECTION 8**

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the coordinator, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the Coordinator.

## **SECTION 9**

Each individual member may reserve the right to disregard the recommendation of the host agency and the Coordinator as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama 41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the Cooperative is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama 41-16-53).

## **SECTION 10**

The Cooperative, the coordinator, and the host agency will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the cooperative, the coordinator, and the host agency coordinates the bidding on behalf of the Cooperative. Each participating entity assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the host agency or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

## **SECTION 11**

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of those parties involved in the dispute and without obligation or responsibility on the part of the host agency, the Cooperative, or the other member jurisdictions.

## **SECTION 12**

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than twelve (12) months from the date of inception or from the date of signing of this agreement and the beginning of a fiscal year (defined as October 1st of each calendar year). Any entity that signs this agreement during a fiscal year shall be charged a pro rata share of the annual assessment for the remainder of the fiscal year.

## **SECTION 13**

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Coordinator and the chief executive of the host agency. Members will agree to exercise this option only at the beginning of each fiscal year. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

## **SECTION 14**

To facilitate the success of the Cooperative, the executive board agrees to employ under contract the coordinator who is designated as the purchasing agent for the Cooperative and will have primary responsibility for contract design and coordination of joint bids with the other members to this agreement. The coordinator shall hire and employ other personnel as needed and allowed within the budget of the cooperative. The total expense of the coordinator, other personnel, and operations of the cooperative will be divided among the participating members. The participating members reserve the right to assess themselves, based on a fee and/or formula to be determined on an annual basis.

## **SECTION 15**

The members of the Cooperative and the coordinator shall have the power, pursuant to laws of the State of Alabama (Code of Alabama 41- 16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

## SECTION 16

This Agreement will take effect upon execution by the signatories. Thereafter, other entities may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

|               |                                 |
|---------------|---------------------------------|
|               | _____, AGENCY OF ALABAMA,       |
|               | a: _____                        |
|               | BY: _____                       |
|               | Its: _____                      |
| ATTEST: _____ |                                 |
| Its: _____    |                                 |
|               | _____, COUNTY OF ALABAMA,       |
|               | a: Municipal/Public Corporation |
|               | BY: _____                       |
|               | Its: _____                      |
| ATTEST: _____ |                                 |
| Its: _____    |                                 |
|               | _____, CITY OF ALABAMA,         |
|               | a: Municipal/Public Corporation |
|               | BY: _____                       |
|               | Its: _____                      |
| ATTEST: _____ |                                 |
| Its: _____    |                                 |

Candace Connell  
504 Lane Park Run  
Alabaster, AL 35114

August 2, 2021

Connie Payton, City Clerk and Kelly Ellison, Finance Director  
City of Calera  
7901 Highway 31  
Calera, AL 35040

Dear Ms. Payton and Ms. Ellison:

Thank you for the opportunity to submit the following proposal for a classification and compensation study for the City of Calera.

#### **SCOPE**

The scope of the project is to conduct a classification and compensation study of all positions within the City of Calera. This includes updating job descriptions and pay plan to determine market competitiveness and provide needed data to leadership. The project will be conducted in two parts to be completed within six months.

#### **Part One - Job Analysis**

- Develop a job analysis questionnaire. Calera administrators, supervisors, and employees will be responsible for completing questionnaires.
- Update job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications (education/experience and knowledge/skills/abilities), working conditions (physical demands and environmental conditions), and certification/licenses/registrations requirements for each classification as needed.
- Recommend Fair Labor Standard Act (FLSA) status (exempt/non-exempt) for each classification.

#### **Part Two - Compensation Study**

- Work with Calera to determine comparable public sector employers for a market analysis.
- Collect and analyze salary data from comparable employers.
- Prepare a new salary structure based on the results of the survey and best practices.
- Recommend an appropriate salary range for each job classification based on market rate and any internal equity factors when appropriate.
- Perform cost analysis of implementing proposed changes.

**COST**

Cost to complete both parts of the project is \$16,500.

**QUALIFICATIONS**

With 15 years of experience in public sector Human Resources, I have been directly responsible for classification and compensation duties at Franklin, Tennessee, University of Montevallo, and Alabaster, Alabama. In addition to classification and compensation, I have experience in a wide range of Human Resources areas including compliance, benefits, recruiting, employee relations, performance management, and training and development. I possess a Masters of Public Administration (MPA) from the University of Georgia, Professional in Human Resources (PHR) certification from the Human Resources Certification Institute, and Certified Professional designation from the Society of Human Resources Management (SHRM-CP).

Please contact me should you have additional questions. I may be reached by phone at 205-243-5101 or email at [ckconnell@gmail.com](mailto:ckconnell@gmail.com)

Best Regards,  
Candace Connell

**Connie Payton**

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**From:** Marvin Gentry <mgencyphoto@gmail.com>  
**Sent:** Wednesday, August 11, 2021 4:53 PM  
**To:** Connie Payton  
**Subject:** [EXTERNAL]City Council metting

**REQUEST TO BE ADDED TO THE CITY COUNCIL AGENDA**

(Must be made no later than 5:00 p.m. on the Wednesday prior to the council meeting)

Date of Request: 8-11-2021

Meeting Date: 8-16-21

Speaker's Name: Marvin Gentry

Speaker's Address: 169 Cove Landing

Speaker's Telephone Number: 205-492-9464

to address. You will not be able to discuss matters that are not listed on your request. Your remarks will be limited to five minutes. Please give a brief description of the subject(s) you wish

- *Citizens' concerns with Grandfather Clause added to new zoning standards*
- *Why Attorney Michael Brymer's options for the city were not discussed and considered?*



### REQUEST TO BE ADDED TO THE CITY COUNCIL AGENDA

Form must be completed and returned to the City Clerk no later than 5:00 p.m. on the Wednesday 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: AUGUST 10, 2021

Meeting Date: AUGUST 16, 2021

Speaker's Name: JOHN REAMER

Speaker's Address: 3334 WESTBURN RD  
BIRMINGHAM, AL 35223

Speaker's Telephone Number: 205-369-4065

Please give your description of the subject(s) you wish to address. You will not be able to discuss matters that are not listed on your request.

ZONING REGULATION CHANGES

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After the meeting a few weeks ago , I believe we the citizens are more confused with this Grandfather clause than anything. A grandfather clause is not a term used in the zoning community; it's either CONFORMING or NON CONFORMING. Conforming is that we are going to approve these plats according to the zoning rules passed by the City Council of Calera or we are going to be non conforming and that means that any other subdivisions that do not meet the proper approval should not have been approved. So the Granfather clause is not a way out.

In other cities in the area that have had this issue come up they were told by legal council that the subdivisions would have to CONFORM to the new subdivision zoning. With our situation the subdivisions in question were never conforming by the old zoning rules or the new ones.

There are fire codes that are in violation, I would like to be shown the traffic,water and wastewater department studies to show that the city has the infrastructure to support these houses. I wonder if the school system was notified of these subdivisions and the number of houses going to the city.

Why weren't the other ideas that Mr Brymer brought before the city council even considered? Why weren't they even sent to the planning commission as an option to consider.

I feel along with the citizens of Calera that this situation of the numerous issues with subdivisions being approved without going through the proper channels should be looked at by the Alabama Attorney General's office. There is No Cost for the city of Calera to ask for their opinion and I feel it's the only right way to handle things. By doing this you take Burden of these mishaps off the

future city government leaders and citizens of Calera to deal with issues that have not been handled correctly.

I would like to ask each of the city council members at this time for their support in passing a resolution tonight to ask the Alabama Attorney General's Office for Clarification on the issues of all current subdivisions that have not been completed within the city limits of Calera.

Earnest Montgomery

Allen Watts

Philip Busby

Kay Snowden Turner

Kenny Dale Cost

Calvin Morgan

Marvin Gentry  
Citizens of Calerpr